

## CONFIDENTIAL DISCLOSURE AGREEMENT

This agreement (the "Agreement") is made effective as of 3/25/14 ("Effective Date"), by and between Lend Lease (US) Construction Inc., a corporation duly organized under the laws of Florida, having its principal place of business at 360 West Jefferson St., Suite A, Syracuse, NY 13202 (hereinafter referred to as "**Company**"), and Fort Schulyer Management Corporation, having an office and place of business at 100 Seymour Road, Utica, New York 13502, (hereinafter referred to as "**FSMC**"). **Company** and **FSMC** may each individually be called "Party" and collectively called "Parties."

WHEREAS, **Company** will acquire proprietary information relating to **FSMC** and its Affiliates and **FSMC** wishes to ensure that the information which may be disclosed to **Company** is treated in the confidence.

WHEREAS, **Company** desires to receive **FSMC** Confidential Information from **FSMC** for the limited purpose of **FSMC** evaluating **Company** in connection with a request for proposal (hereinafter referred to as "Purpose").

WHEREAS, **Company** recognizes the importance of safeguarding such **FSMC** Confidential Information against unauthorized use or disclosure and desires to define herein the rights and obligations with respect to the handling and disclosure of such Confidential Information.

NOW, THEREFORE, in consideration of the disclosures made hereunder, and covenants entered into herewith, **Company** and **FSMC** agree as follows.

**FSMC** is willing to disclose such Confidential Information to **Company** under the following conditions:

1. For purposes of this Agreement the following words and expressions shall have the following meanings: "disclosure" and "disclosed" shall include, without limitation: (a) making **FSMC** Confidential Information available to **Company**; and (b) disclosing **FSMC** Confidential Information to **Company**, whether in verbal, written, visual auditory, electronic or other medium or form.

2. As used in this Agreement, "FSMC Confidential Information" shall mean, by way of example but not by way of limitation: all documents, data, samples, diagrams, processes and methodologies, tools, technological developments of any kind and nature, whether or not patentable or susceptible to any other form of legal protection, technical and economic information, financial, commercialization, clinical and research strategies, and know-how disclosed to **Company** hereunder. **FSMC** Confidential Information shall also include all information which:

- (a) is confidential by its very nature, at the request of **FSMC**, or as a result of a presumption with **Company** draws or should draw; whether or not its tangible representation bears the legend "confidential" or any other similar legend;
- (b) originates from **FSMC** or its Affiliates, (for purposes herein "Affiliates" shall mean The Research Foundation of State University of New York and State University of New York Institute of Technology) or from any client, supplier, associate or third party;
- (c) is not generally known to the public or to any person who could benefit from its disclosure;
- (d) relates to **FSMC**; or
- (e) information gathered during any on-site inspection/tour, provision of services, all documents containing **FSMC** information, and all other information identified as confidential information, whether, oral, written or in other electronic media.

Notwithstanding the foregoing, "FSMC Confidential Information" shall not include information which:

- (a) can be demonstrated by documentation to have already been rightfully in **Company's** possession prior to disclosure to it by **FSMC** and was not acquired, directly or indirectly, from a third party under a continuing obligation of confidentiality;
- (b) at the time of disclosure hereunder is, or thereafter, becomes, through no fault or action of **Company**, part of the public domain; or
- (c) is furnished to **Company** by a third party after the time of disclosure hereunder as a matter of right and without restriction on its disclosure.

3. **Company** and **FSMC** each provide the contacts identified below:

**For Company:**

Name: Mark Balling  
Title: Senior Vice President  
Address: 360 West Jefferson St., Suite A, Syracuse, NY 13202  
Telephone: 315-214-5140  
Fax: 315-214-3791  
E-mail: mark.balling@lendlease.com

**For FSMC:**

Name: Alicia Dicks  
Address: 100 Seymour Road, Utica, NY, 13502  
Telephone: (315) 792-7306  
Fax:  
Email: adicks@ftsmc.org

4. **Company** agrees that at all times as set forth in Section 10, and notwithstanding any prior termination or expiration of this Agreement, it will hold in strict confidence and not disclose to any third party **FSMC** Confidential Information, except as set forth in this Agreement, and agrees to limit its use of any **FSMC** Confidential Information for the Purpose, and for no other purpose unless **FSMC** shall otherwise agree in writing.

5. All right, title and interest in patents, copyrights, trademarks, data, designs, drawings, blueprints, tracings, plans, layouts, specifications, formulae and any and all other Confidential Information which are furnished to **Company** shall be and remain the exclusive property of **FSMC**. **Company** recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by implication, license or otherwise to any Confidential Information of **FSMC** disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property.

6. **Company** agrees to not make, use, sell, offer for sale, or have made, any product or service based upon the **FSMC** Confidential Information provided to it without executing an agreement authorizing such use. **Company** further agrees not to reproduce in any form (except as required to accomplish the Purpose of this Agreement), analyze, modify, decompile, create other works from, or disassemble the **FSMC** Confidential Information disclosed to it or any samples of tangible materials included therein.

7. **Company** agrees to maintain in confidence and not to disclose any **FSMC** Confidential Information received from **FSMC** other than to employees who have a need to know the Confidential Information for the Purpose, and who have been informed of the restrictions on its use and disclosure. **Company** warrants that its employees shall comply with the terms of this Agreement.

8. All materials containing any of the **FSMC** Confidential Information disclosed to **Company** shall belong exclusively to **FSMC**. **Company** agrees not to make any copies in whole or in part of **FSMC** Confidential Information for any purposes other than the Purpose set forth herein. Any permitted reproductions of **FSMC** Confidential Information shall contain all confidential or proprietary legends which appear on the original. **Company** agrees to return to **FSMC** all materials furnished hereunder and any notes or memoranda of conversations relating thereto, including any copies thereof, upon request or upon termination of this Agreement.

9. **Company** shall be held to the same standard of care in protecting **FSMC** Confidential Information as **Company** normally employs to preserve and safeguard its own confidential information of similar kind, but no less than a reasonable standard of care.

10. In the event **Company** is required by law, regulation, or court order to disclose any **FSMC** Confidential Information, **Company** will notify **FSMC** in writing prior to making such disclosure in order to facilitate **FSMC** seeking a protective order or other appropriate remedy from the appropriate legal body. **Company** further agrees that if the **FSMC** is not successful in precluding the requesting legal body from reviewing the **FSMC** Confidential Information, it will furnish only that portion of the **FSMC** Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the **FSMC** Confidential Information.

11. This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year. This Agreement may be terminated at any time on ten (10) days' written notice to the other Party. The confidentiality obligation of **Company** under this Agreement shall survive for ten (10) years after termination of this Agreement.

12. Nothing in this Agreement shall be construed as creating an agency, joint venture, partnership or other formal business relationship or association between the Parties or an obligation by either Party to enter into a contract, subcontract, or other business relationship with the other Party.

13. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, assigns, heirs, personal representatives, and administrators. Neither of the Parties may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party (except to a legally recognized successor in interest to all or substantially all of the Party's assets) without the prior written consent of the other Party.

14. In the event that any provisions of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, that portion shall be severed and a new enforceable provision shall be negotiated by the Parties and substituted therefor to accomplish the intent of the severed provision as nearly as practicable. The remaining provisions of the Agreement shall remain in full force and effect.

15. No waiver by either Party of any right or of a breach of any provision of this Agreement shall constitute a waiver of any other right or breach of any other provision, nor shall it be deemed to be a general waiver of such right or provision or to sanction any subsequent breach thereof.

16. This Agreement constitutes the entire understanding and agreement between the Parties pertaining to the subject matter hereof. This Agreement may not be changed or modified or released, discharged, abandoned, or otherwise terminated in whole or in part, except by an instrument in writing signed by a duly authorized officer of each of **Company** and **FSMC**.

17. This Agreement shall be construed exclusively under the laws of the State of New York, without regard to the conflict of laws principles thereof. In case of any dispute concerning or arising out of this Agreement that cannot be resolved between Parties in good faith, such dispute shall be finally settled and venue shall be held exclusively in any appropriate state or federal court in the County of Albany, State of New York. Each Party hereby consents to exclusive jurisdiction and venue of such courts.

18. The Parties hereby expressly waive any right to a jury trial for any legal action or proceeding brought under this Agreement and agree that any legal action or proceeding hereunder shall be tried by a judge without a jury.

19. **Company** acknowledges and agrees that **FSMC** shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

20. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, by a recognized national overnight delivery service, by facsimile transmission or by first class mail, and shall be deemed given upon personal

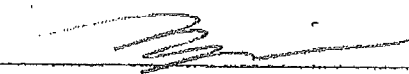
delivery, three (3) days after deposit with the United States post office or authorized receptacle for United States mail, the same business day if by facsimile during normal business hours, or the next business day if by facsimile after normal business hours or if by overnight delivery. Notices shall be sent to the addresses set forth in Section 3.

22. This Agreement may be signed in counterparts, each of which shall be deemed to be an original and all of which when taken together will constitute the same Agreement. Any signed copy of this Agreement made by photocopy, facsimile, or PDF Adobe format shall be considered an original.

Signatures begin on the next page.


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate,  
effective on the day and year first above written.

**COMPANY**

By:   
Name: Mark Balling  
Title: Senior Vice President

Date: 3/25, 2014

**FORT SCHUYLER MANAGEMENT CORPORATION**

By:   
Name: Alicia Dicks  
Title: President, PSMC

Date: 3/25, 2014