

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

102975

2006 MAR -8 AM 9:55

A. NAME & PHONE OF CONTACT AT FILER [optional] Diligenz, Inc. 1-800-858-5294	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) 18040812 Prepared by: Diligenz, Inc. 6500 Harbour Heights Pkwy, Suite 400 Mukilteo, WA 98275 Filed In: New York (S.O.S.)	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME The Mid-York Press, Inc.					
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 2808 State Route 80		CITY Sherburne	STATE NY	POSTAL CODE 13460	COUNTRY USA
ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION Corp.	1f. JURISDICTION OF ORGANIZATION NY		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
ADD'L INFO RE ORGANIZATION DEBTOR		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME General Electric Capital Corporation					
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 1301 Virginia Drive, Suite 200		CITY Fort Washington	STATE PA	POSTAL CODE 19034	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

This Financing Statement covers the equipment below, plus all other attachments, accessories, accessions, additions, replacements, exchanges and substitutions now or hereafter made a part of the equipment or attached thereto; and any and all insurance and other proceeds thereof. Equipment is or includes fixtures. To be filed in the office where a mortgage on the real property would be recorded. Record Owner of the Property and the Legal Description of the Property are attached hereto and made a part hereof.

2001 Heidelberg Heidelberg Press CD-102-6+L serial number D328810147

5. ALTERNATIVE DESIGNATION [if applicable]:		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA							

Mid-Atlantic - Fort Wash. - 4166432-001

18040812

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

FILING NUMBER: 200603080216863

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
The Mid-York Press, Inc.		
OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
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12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR				
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

please see attached Agreement w/property

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

please see attached Agreement w/property

17. Check only if applicable and check only one box.Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate18. Check only if applicable and check only one box.

- ☐ Debtor is a TRANSMITTING UTILITY
☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years
☐ Filed in connection with a Public-Finance Transaction — effective 30 years

LEASE AGREEMENT

THIS AGREEMENT, made this 31st day of December, 1993,

BETWEEN;

O.M.P. PARK, INC., a New York corporation with an office and principal place of business at Post Office Box 130, Washington Mills, New York, (hereinafter called the "Lessor"),

AND;

MID-YORK PRESS, INC., a New York corporation with an office and principal place of business at Route 80, Sherburne, New York, (hereinafter called the 'Lessee'),

W I T N E S S E T H :

In consideration of the mutual covenants hereinafter contained, the parties agree:

ARTICLE I. LEASED PREMISES.

O.M.P. Park, Inc., hereby leases to the Lessee and Lessee hereby leases from O.M.P. Park, Inc., the real property situated in the Town of Sherburne, Chenango County, New York, more particularly described in Exhibit "A", attached hereto and made a part hereof.

ARTICLE II. TERM.

The term of this lease shall commence as of January 1, 1994, and shall continue thereafter for a term of 15 years to end January 1, 2009 with an option to extend for two additional 10 year periods upon 60 days' notice to Lessor.

ARTICLE III. USE OF THE PREMISES.

The Lessee may use the premises for the operation of its printing business or for any lawful purpose.

ARTICLE IV. RENTAL.

The Lessee shall pay to the Lessor as rent for the leased premises, the sum of \$10,000 per month payable in advance on the 1st day of each month for the term of this lease.

It is the intention of the Landlord and the Tenant that the rent herein specified shall be net to the Landlord in each year during the term of this lease, that all costs, expenses, and obligations of every kind relating to the leased property (except as otherwise specifically provided in this lease) which may arise or become due during the term of this lease shall be paid by the Tenant, and that the Landlord shall be indemnified by the Tenant against such costs, expenses, and obligations.

The net rent shall be paid to the Landlord without notice or demand and without abatement, deduction, or setoff (except as otherwise specifically provided in this lease).

ARTICLE V. LESSEE'S FINANCING.

In order to enable the Lessee to finance the acquisition of equipment and the completion of repairs, remodeling and leasehold improvements on the premises, the Lessor agrees to subordinate this lease to any mortgage, security interest or other instrument creating a lien on the premises as may be required by any lending institution(s) supplying financing to the Lessee. For such purposes, all of such Instruments to be in such form as may be

required by any lending institutio(r)s). As a condition of extending credit to the Lessee, the Lessor agrees to execute and acknowledge such subordination agreements or other documents and return the same to the Lessee within 30 days after such documents shall have been tendered. Such documents shall be deemed to have been tendered to Lessor if delivered personally or mailed to Lessor in the manner prescribed for notices.

ARTICLE VI. TAXES, ASSESSMENTS AND CHARGES.

Throughout the term of this lease, Lessee shall pay and discharge all taxes, assessment imposition and charges whatsoever assessed or imposed upon the leased premises, any improvement thereon and all personal property located on or in the leased premises as they become due and payable, and the Lessee shall upon written request from Lessor submit to Lessor proper and sufficient receipts or other evidence of the payment and discharge of the same. In the event any such taxes, assessments, impositions, or charges should not be paid when due, Lessor shall have the right, but shall not be obligated, to pay the same. If Lessor shall make such payment, it shall thereupon become entitled to repayment by Lessee on demand, together with interest thereon at the legal rate of interest permitted by the State of New York. Taxes and assessment levied or imposed preceding the expiration or termination of this lease, including payments on improvement bonds, shall be prorated as of the date of termination of this lease. Any tax, obligation or assessment existing upon commencement of this lease shall be prorated.

Lessee shall have the right in good faith, at its expense, in Lessor's and/or Lessee's name, to contest or review in legal proceedings or in such other manner as it deems suitable any such taxes, assessments, impositions or charges. Lessee shall, however, pay such item of contested tax, assessment, imposition or charge to the appropriate public authority, under protest. Lessor will join in any contest or protest provided for in this Section at the request of Lessee, but at Lessee's sole cost and expense.

Lessee shall also have the right, if Lessee so desires, to endeavor to obtain a lowering of the assessed valuation of the lease premises or the improvement placed thereon, and Lessor agrees to cooperate and join in any such endeavor at no expense to Lessor.

Nothing in this lease shall be construed as requiring Lessee to pay any franchise tax, corporate license fees, income tax or personal property tax of Lessor, nor any tax that may be levied upon or against the income or profits of Lessor, including but not by way of limitation any income from this rental provided for hereunder, nor any real property tax assessed against real property of Lessor, other than the property herein leased, nor any inheritance, gifts, or transfer of Lessor's interest in the leased premises nor any tax of the same nature as any tax mentioned in this sentence, nor any tax substituted for any tax mentioned in this sentence.

ARTICLE VII. LEGAL REQUIREMENTS.

Lessee shall comply with all governmental laws, ordinances, regulations and rules of every kind pertaining to said premises or to the use and occupancy thereof, hereinafter sometimes called "said legal requirements" and Lessee shall indemnify and save harmless Lessor from all costs, attorneys' fees, expenses, claims and damages arising by reason of Lessee's failure to comply therewith. Lessee shall have the right to contest the validity of or seek a variance from or review said legal requirements by administration or court proceedings or in such other manner as Lessee deems suitable and, if able, may have said legal requirements, or any of them, cancelled, removed or revoked without actual compliance with the same. If such actions or proceedings are instituted, they shall be conducted promptly at the expense of the Lessee and free of expense to Lessor. If and whenever any of said legal requirements shall become absolute against Lessee and the leased premises or against Lessor after contest thereof, Lessee shall comply with the same with due diligence. If Lessee is in default thereof for five (5) days, Lessor may comply therewith and the cost and expense of so doing may be paid by Lessor. Lessee shall reimburse Lessor upon demand, together with interest on all sums paid by Lessor at the legal rate.

Lessor will join in any contest provided for in this paragraph at the request of Lessee but at Lessee's sole cost and expense, and, as a condition of such joiner, may require

reasonable indemnity against cost or other damages by reason of such joiner.

ARTICLE VIII. UTILITIES, UTILITY EASEMENTS, AND MECHANICS' LIENS, LESSEE IS NOT LESSOR'S AGENT.

Lessee shall pay, during the term hereof, for all gas, water, electricity and other utilities, materials and services which may be furnished to, or used or consumed by Lessee in or about the premises and shall keep the premises free and clear of any lien or encumbrance of any kind arising out of Lessee's non-payment thereof.

Lessee agrees at the request of the Lessee, when Lessee is not in default, to grant such easements over, on or beneath the premises as may be necessary to enable the premises to be adequately served by gas, electricity, water, sewer and telephone utilities during the term of this lease.

If any mechanic's or other liens or order for the payment of money shall be filed against the demised premises or any building or improvement thereon by reason of or arising out of any labor or material furnished or alleged to have been furnished or to be furnished to, or for the Lessee at the demised premises or for or by reason of any change, alteration or addition or the cost or expense thereof, or any contract relating thereto or against the Lessor as owner thereof, the Lessee shall cause the same to be cancelled and discharged of record, by bond or otherwise within sixty (60) days at the election and expense of the Lessee, and shall also defend on behalf of the Lessor at the Lessee's sole cost and expense any action, suit or proceeding which may be

brought thereon or for the enforcement of such lien, liens, or orders and the Lessee will pay any damages and discharge any judgment entered therein and save harmless the Lessor from any claim or damage resulting therefrom.

ARTICLE IX. ALTERATIONS AND ADDITIONS.

Lessee may, at any time during the continuance of this lease and as its sole cost and expense, make additions to and alterations of the building, structures or other improvements on the leased premises, and/or construct upon the leased premises any additional buildings, structures or other improvements for the purpose specified in Article III above provided, however, that the foregoing shall be performed in accordance with plans and specifications approved by the Lessor in a good and workmanlike manner, and all such additions, alterations, substitutions and replacements shall be expeditiously completed in compliance with all laws, ordinances, orders, rules, regulations and requirements applicable thereto. Lessee shall promptly pay all costs and expenses of each such addition, alteration, substitution or replacement, and shall discharge any and all liens filed against the leased premises arising out of each such addition, alteration, substitution or replacement. Lessee shall procure and pay for all permits and licenses required in connection with any such addition, alteration, substitution or replacement. Lessee agrees that Lessor shall not be obligated to make any improvements, alterations or repairs whatsoever upon the leased premises, provided, however, that the

Lessee shall not make any alterations or changes to the building erected on the demised premises or the land on which it is located, which will diminish the value thereof without first receiving the written consent of the Lessor.

ARTICLE X. REPAIRS.

Lessee shall, at all times during the term, at its own expense, put and maintain in thorough repair and in good and safe condition all buildings and improvements on the leased property, and their equipment and appurtenances, both inside and outside, structural and nonstructural, extraordinary and ordinary, however the necessity or desirability for repairs may occur, and whether or not necessitated by wear, tear, obsolescence, or defects, latent or otherwise. The Lessee shall also, at its own expense, put and maintain in thorough repair and in good and safe condition, and free from dirt, snow, ice, rubbish, and other obstructions or encumbrances, the driveways and parking areas in front of and adjacent to the leased property.

ARTICLE XI. INDEMNIFICATION.

Lessee has inspected the premises and hereby accepts the safety thereof. Lessee shall hold Lessor harmless from and against any and all liability, actions, claims and damages arising after the commencement of this lease which may be imposed upon or incurred by or asserted against Lessor by reason of any accident, injury to or death of any person or any damage to any property occurring on or about the leased premises or any part thereof, or any use, nonuse or condition of the leased premises

or any part thereof, or any failure on the part of the Lessee to perform or comply with any terms of this lease or of any law, ordinance, regulation, restriction or agreement affecting the leased premises or any part thereof or the ownership, occupancy or use thereof, Lessee shall have the right to contest the validity of any and all such claims and defend, settle and compromise any and all such claims of any kind or character any by whomsoever claimed, in the name of the Lessor, as Lessee may deem necessary, provided that the expenses thereof shall be paid by the Lessee.

ARTICLE XII. INSURANCE.

Lessee shall procure and maintain in full force and effect continuously during the term of this lease at its sole expense the following kinds of insurance, and with coverage in amounts not less than stated below, which insurance shall be written by companies of recognized standing which are qualified to engage in the insurance business in the State of New York, such insurance to include as the insured parties thereunder Lessor and Lessee, as their interests may appear.

(a). The Lessee agrees at its own expense during the making of any changes, alterations or reconstruction and at all times thereafter, to keep the building and improvements, together with the appurtenances, equipment, machinery, furniture and fixtures, insured against loss or damage by fire to at least 90% of the full insurable value thereof or for such larger amount as may be necessary to prevent any claim for contribution for co-insurance on the part of the insurance company. All such insurance shall be written by responsible insurance companies authorized to do business in the State of New York, shall carry extended coverage endorsements and shall be written in the name of the Lessor, shall provide that the loss payable thereunder shall be payable to the Lessor and the Lessee subject to the terms of this agreement and

shall have attached thereto standard mortgagee endorsements to the Lessor's Mortgages. If the Lessee shall, at any time, fail to provide such insurance, then the Lessor may, at its option, provide such insurance and pay the premiums therefor and the Lessee agrees to repay such insurance payments with interest at the legal rate as additional rent thereunder on the ensuing rent day. The proceeds of all insurance covering the demised premises shall, subject to the covenants, agreements and conditions of this lease, be used as a trust fund toward the repair, reconstruction, building or rebuilding of such premises, and to that end all such policies of insurance shall provide that the loss, if any shall be paid to The National Bank and Trust Company of Norwich as trustee or such other bank as the Lessor shall designate and such bank is hereby made trustee for that purpose and is hereby given an insurable interest in the building now or at any time standing on the demised premises to that extent.

In case the Lessee shall encumber or mortgage the demised premises of this lease as herein provided, the Lessee shall be entitled, so long as any such encumbrance or mortgage shall continue in force, to have an amount equal to the indebtedness secured by such mortgage made payable to the mortgages as its interest may appear; provided such insurance so paid to the mortgagee shall be deposited with such bank or trust company as the mortgagee may designate and provided, further, that every mortgage made shall in any case provide;

(1) That insurance monies paid under insurance policies shall be applied and paid out on architects' certificates toward the cost of repair or rebuilding the buildings situated on the demised premises or constructing a new building on the demised premises, as the case may be, in accordance with the provisions of this lease and it shall be the insurance money first to be so applied and paid out, and

(2) That in the event the building shall not be repaired or rebuilt or a new building constructed on the demised premises in thereof in accordance with all the terms and requirements of this lease, then all such insurance monies in the hands of the mortgagee in excess of the mortgage indebtedness shall be paid to the Lessor under this lease as its own money free and clear of all claims whatsoever.

The Lessee covenants not to execute any mortgage or other encumbrance on the demised premises by which the mortgagee acquires any interest in said insurance except on the terms

and conditions herein set forth as the same may be modified by Exhibit C attached hereto.

(b) Public liability and property damage insurance with respect to the leased premises, in the minimum amounts for bodily injury to or the death of persons of Five Hundred Thousand Dollars (\$500,000.00) for any one person and One Million Dollars (\$1,000,000.00) for any number of persons in any one accident, and in the minimum of Fifty Thousand Dollars (\$50,000) for property damage.

Lessee may maintain such insurance under a blanket policy covering the leased premises and other premises and property of Lessee and affiliated companies. Lessee, upon Lessor's request, shall cause to be furnished to Lessor a certificate evidencing the insurance maintained by Lessee as required by this lease, or satisfactory evidence that such insurance is in effect.

Every such insurance policy shall contain, to the extent obtainable, an agreement by the insurer that it will not cancel such policy except upon 10 days prior written notice to Lessor and to said mortgagees.

If Lessee fails to procure any such insurance or keep the same in force and effect, Lessor may procure the necessary insurance and pay the premiums therefor and Lessee shall repay Lessor on demand the amount so paid as premium, together with interest provided in Article .

ARTICLE XIII. HYPOTHECATION BY LESSEE.

The Lessee may, at any time, encumber its right, title and interest under this lease by mortgage, trust, deed or pledge to secure an issue of bonds or other indebtedness.

ARTICLE XIV. QUIET ENJOYMENT.

Lessor covenants and agrees with the lessee that conditioned

upon Lessee's paying the rent herein provided, and performing and fulfilling all of the covenants, agreements, conditions and provisions herein to be kept, observed or performed by Lessee, Lessee shall and may at all times during the term hereby granted, peaceably, quietly and exclusively have, hold and enjoy the demised premises, without hindrance or molestation, from Lessor or anyone claiming by, through or under Lessor.

ARTICLE XV. ASSIGNMENT OR SUBLEASE.

Lessee shall have the right to assign or transfer this lease or to sublease all or any portion of the demised premises at any time or from time to time, provided that in each case notice of any such assignment or transfer is given to Lessor. No such assignment transfer or sublease shall release or discharge Lessee from any obligations or liabilities hereunder, and any such sublease or assignment shall be subject to the provisions of this lease and all of Lessor's rights and remedies hereunder.

ARTICLE XVI. LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATIONS.

If Lessee shall default in the performance of any covenant contained herein to be performed by Lessee and Lessor performs the same for the account of Lessee, in accordance with the provisions of this lease, Lessee shall reimburse Lessor on account thereof upon demand with interest at the legal rate then permitted under the law of New York.

ARTICLE XVII. SURRENDER OF PREMISES ON TERMINATION OF LEASE; IMPROVEMENTS TO BECOME PROPERTY OF LESSOR.

Upon, but not prior to, the expiration or earlier termination of this lease, all buildings and other permanent improvements (together with non-movable equipment and non-movable fixtures), then situated upon the leased premises shall be deemed to become a part of the realty and to become the property of Lessor, and Lessee shall peaceably and quietly quit and surrender the same, together with the leased premises, to Lessor. If Lessee is not in default under this lease, Lessee shall have the right at any time within thirty (30) days thereafter to remove from the leased premises all movable property which is not owned by Lessor, and all property not so removed shall be deemed abandoned by Lessee to Lessor. Lessee shall repair any damage caused by such removal.

ARTICLE XVIII. LESSOR'S REPRESENTATIONS.

Lessor represents and warrants that it is the owner of the real property described in this lease as the demised premises. Lessor further warrants that the demised premises are free and clear of all liens and encumbrances, subject only to the limitations, covenants, conditions, restrictions, easements and encumbrances set forth on an abstract of title Mid State Abstract Corporation redated to December 2, 1981, held by National Bank and Trust Company of Norwich, New York. In the event there are any restrictions, covenants, easements, rights-of-way, zoning or other ordinances or regulations which will prevent Lessee from constructing and operating Mid-York Press, Inc., Lessee at its option may terminate this lease by written notice to Lessor at

any time within thirty (30) days after notice of any such restriction and prior to obtaining a mortgage loan secured by the premises. Lessor represents that there are no such restrictions, covenants, easements, rights-of-way, zoning or other ordinances or regulations except as set forth in said abstract above referred to.

ARTICLE XIX. NOTICES.

Whenever under the terms hereof provision is made for notice of any kind, it shall be deemed sufficient only if delivered personally or sent by registered mail or certified mail, return receipt requested, postage prepaid as follows:

To Lessor at P.O. Box 130, Washington Mills, New York.

To Lessee at Route 80, Sherburne, New York.

Change of address may be affected by giving notice as aforesaid.

All notices shall be deemed to have been given when they are mailed by registered mail or certified mail by postage prepaid, addressed at the addresses hereinabove provided or personally delivered to the addressee.

ARTICLE XX. DEFAULT AND REMEDIES.

In the event:

(a) That any mortgage placed on all or part of the leased premises pursuant to Article V shall be in default thereunder and not more than five (5) days grace period remains to cure such default under any such mortgage; or

(b) That Lessee fails to pay any installment of rent provided hereunder when due hereunder, and if such default shall

continue for twenty (20) days after written notice thereof by Lessor to Lessee; or

(c) That Lessee shall be in default in the performance of any of the other covenants herein contained, and if such default shall continue for forty (40) days after written notice thereof by Lessor to Lessee, and if Lessee shall fail to commence to cure such default within said forty (40) day period and proceed with all due diligence to cure such default; then Lessor may do any of the following:

(1) Institute an action or actions to enforce this lease.

(2) Take possession of the leased premises, together with the equipment, furnishings and fixtures therein contained (and use or replace the same during the term of the lease by sale or trade) without thereby terminating this lease, and on behalf of Lessee relet the same or any part thereof for a term shorter, longer or equal to the then unexpired remainder of the term of this lease. Lessor shall be entitled to recover from Lessee and Lessee shall pay to Lessor on each of the several days when rental payments become due hereunder the full amount of the rent reserved herein for the one (1) month period next succeeding the date such rental payments falls due less the total of the net rent (as below in this paragraph defined) received on or before such date for rental payment pursuant to any such reletting for any part of such one(1) month period. For the purposes of this paragraph "net rent" received for any given one (1) month period shall be the amount of gross rents actually received for that

period, less all costs paid by Lessor to the date such rental payment falls due which costs Lessee is required to pay under this lease, and less interest at the legal rate then prevailing in the State of New York on such costs from the date of such payment and on delinquent rent due from Lessee to Lessor from the date of delinquency. Such costs shall include, but not be limited to, the amount of payments of principal and interest paid by Lessor on any mortgage placed on the premises pursuant to Article V. In addition, Lessor shall be entitled to recover from Lessee and Lessee shall pay to Lessor from time to time sums equal to all other costs incurred, including, but not limited to, attorneys' fees, customary and reasonable management fees for management service performed by Lessor or by others, and customary and reasonable brokerage commissions for services performed by Lessor or by others and all damages suffered by Lessor in repossessing, maintaining, managing, caring for and reletting the leased premises and all costs of altering, repairing or remodeling the improvements thereon reasonably necessary in connection with any such reletting or in connection with the use and occupancy of Lessor. Lessee shall pay all such sums to Lessor when such costs are incurred or such damages suffered. In addition, Lessee shall pay to Lessor interest at the legal rate then prevailing in the State of New York on all such costs or sums paid from the date they are paid by Lessor and all such damages from the date they are suffered by Lessor. In no event shall Lessor be required to pay to Lessee any surplus of

reletting in excess of the rent reserved in this lease. However, Lessee shall be entitled to a pro-rata set off against any of its obligations to Lessor equal to the amount of any such surplus of funds and Lessee shall be entitled to set off against each installment of rent a sum equal to the reasonable and fair rental value of the next preceding one (1) month period. Lessor may at any time after taking possession as aforesaid terminate this lease by notice to Lessee and sue for and receive from Lessee damages, including, but not limited to, reasonable attorneys' fees incurred by Lessor.

(3) Terminate this lease by notice to Lessee, re-enter the leased premises and recover damages, including, but not limited to, costs of repossession, reletting, attorneys' fees, and brokerage commissions for services performed by Lessor or by other.

(4) Exercise any other remedy allowed by law or equity.

No remedy herein conferred upon Lessor shall be exclusive of any other remedy, but the same shall be cumulative and in addition to every other remedy provided by law or equity or provided elsewhere herein.

ARTICLE XXI. BANKRUPTCY AND ASSIGNMENT TO CREDITORS.

Should Lessee be adjudged a bankrupt or voluntarily institute bankruptcy, debtor or receivership proceedings or corporate reorganization proceedings pursuant to the Bankruptcy Act or make an assignment for the benefit of creditors or should a writ of execution be levied upon the interest of Lessee


hereunder and such writ not be discharged or be otherwise satisfied by bond or other guarantee within thirty (30) days thereafter, this lease shall at the option of Lessor immediately cease and terminate and shall thereafter in no wise be treated as an asset of Lessee, and Lessor shall thereupon have the right to forthwith enter and repossess said premises and the furnishings, fixtures and equipment therein.

ARTICLE XXII. ENTIRE AGREEMENT.

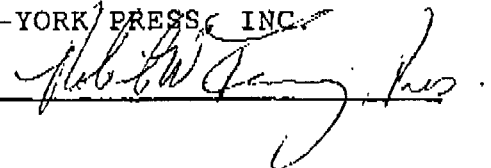
This lease and the covenants and agreements set forth herein are and shall constitute the entire agreement between the parties. Each party to this lease hereby acknowledges and agrees that each party has made no warranties, representations, covenants or agreements, expressed or implied, to such party other than those expressly set forth herein, and that each party in entering into and executing this lease, has relied upon no warranties, representations, covenants or agreements other than those expressly set forth herein.

IN WITNESS WHEREOF, this lease is executed by the parties hereto as of the day and year first above written.

O.M.P. PARK, INC.



MID-YORK PRESS, INC.



STATE OF NEW YORK)
 : SS:
 COUNTY OF ONEIDA)

On this day of December, 1993, before me personally came , to me known, and who, being by me duly sworn, did depose and say that he resides at that he is the of O.M.P. PARK, INC., the corporation described in and which executed the within Instrument; that he knows the seal of said corporation; that the seal affixed to this said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

 Notary Public

STATE OF NEW YORK)
 : SS:
 COUNTY OF ONEIDA)

On this day of December, 1993, before me personally came , to me known, and who, being by me duly sworn, did depose and say that he resides at that he is the of MID-YORK PRESS, INC., the corporation described in and which executed the within Instrument; that he knows the seal of said corporation; that the seal affixed to this said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

 Notary Public

BEGINNING at a point in the center of New York State Highway Route No. 90, which point is approximately 380 feet westerly from the intersection of said Route 90 and Route 23 and which point is opposite a power pole on the southerly side of said Route 90; running thence south 56 degrees 39' 40" west a distance of 170 feet to a point; running thence north 81 degrees 20' 20" west a distance of 991 feet to a stake; running thence south 21 degrees 54' 21" west a distance of 410.93 feet to a stake; running thence south 81 degrees 20' 20" east a distance of 1218 feet to a stake; running thence north 21 degrees 54' 21" east a distance of 248 feet to a point marked by a power pole; running thence north 56 degrees 39' 40" east a distance of 240 feet to the center of Route 90 at a point on Route 90 which is 106 feet northwesterly from the intersection of Routes 90 and 23 as aforesaid; running thence northwesterly as the road winds and turns a distance of approximately 274 feet to the point or place of beginning. The above described parcel of land contains 11.7 acres, more or less.

LEASE AGREEMENT ADDENDUM

THIS AGREEMENT, made this 31st day of December 1995,

BETWEEN:

O.M.P. PARK, INC., a New York corporation with an office and principal place of business at Post Office Box 130, Washington Mills, New York, (hereinafter called the "Lessor"),

AND

MID-YORK PRESS, INC., a New York corporation with an office and principal place of business at Route 80, Sherburne, New York, (hereinafter called the "Lessee"),

W I T N E S S E T H :

In consideration of the mutual covenants hereinafter contained, the parties agree to amend ARTICLE IV to read as follows:

ARTICLE IV. RENTAL

The Lessee shall pay to the Lessor as rent for the leased premises, the sum of \$12,000 per month payable in advance on the 1st day of each month for the term of this lease.

It is the intention of the Landlord and the Tenant that the rent herein specified shall be net to the Landlord in each year during the term of this lease, that all costs, expenses, and obligations of every kind relating to the leased property (except as otherwise specifically provided in this lease) which may arise or become due during the term of this lease shall be paid by the Tenant, and that the Landlord shall be indemnified by the Tenant against such costs, expenses and obligations.

The net rent shall be paid to the Landlord without notice or demand and without abatement, deduction, or set off (except as otherwise specifically provided in this lease).

IN WITNESS WHEREOF, this addendum to the Lease dated December 31, 1993, is executed hereof as of December 31, 1995.

O.M.P. PARK, INC.

By

MID-YORK PRESS, INC.

By

STATE OF NEW YORK)
 : SS:
COUNTY OF ONEIDA)

On this 31st day of December, 1995, before me personally came _____, to me known, and who, being by me duly sworn, did depose and say that he resides at _____ that he is the _____ of O.M.P. PARK, INC., the corporation described in and which executed the within Instrument; that he knows the seal of said corporation; that the seal affixed to this said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Notary Public

102975
LEASE AGREEMENT ADDENDUM # 2

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This agreement, made this 31st Day of December 2000,

BETWEEN:

O.M.P. PARK, INC., a New York corporation with an office and principal place of business at 15 Slaytonbush Lane, Utica, New York, (hereinafter called the "Lessor),

AND

THE MID-YORK PRESS, INC., a New York Corporation with an office and principal place of business at 2808 State Highway 80, Sherburne, New York, (hereinafter called the "Lessee"),

WITNESSETH:

In consideration of mutual covenants hereinafter contained, the parties agree to amend ARTICLE II to read as follows.

ARTICLE II. TERM.

The term of this lease shall commence as of January 1, 1994, and shall continue thereafter for a term of 36 years to end January 1, 2030 with an option to extend for two additional 10-year periods upon 60 days notice to Lessor.

IN WITNESS THEREOF, this addendum to the Lease dated December 31, 1993, is executed hereof as of December 31, 2000

O.M.P. Park, Inc.

By 

THE MID-YORK PRESS, INC.

By 