THIS GOOD NEIGHBOR AGREEMENT (this "Agreement") made and entered into as of the __ day of May, 2006 (the "effective date") between the Power Authority of the State of New York ("NYPA") and Niagara University (the "University")

WITNESSETH THAT:

WHEREAS, NYPA owns and operates the Niagara Power Project ("Project"), located on the Niagara River in Niagara County, New York and partially located on lands acquired from the University;

WHEREAS, the campus of the University, for the last 45 years, has abutted the Project, and various issues and claims arising out of this proximity have been amicably resolved by the parties over that period;

WHEREAS, NYPA and the University (the "Parties," or, individually, a "Party") now desire to make certain further arrangements in this regard and to resolve certain issues and claims of the parties; and

WHEREAS, such arrangements will entail the relocation of certain outdoor athletic facilities of the University; and

WHEREAS, such arrangements also will entail an exchange of certain parcels of real property which, because of a number of circumstances, are unique and uniquely suited to the accomplishment of the goals of the parties; and

WHEREAS, the aforementioned exchange of real property is intended to further the public health, safety, or welfare or an economic development interest of the State of New York and/or NYPA;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1
CONVEYANCE OF LANDS

1.1 PARCELS TO BE CONVEYED BY THE UNIVERSITY

The University agrees to convey to NYPA in accordance with the terms stated herein, two parcels of land generally identified as follows:

(a) *Parcel 1.* A parcel of land, approximately six acres in size, owned by the University that is to be sufficient in area and otherwise suitable in the sole opinion of NYPA for the construction thereon of the project described in the Scope of Work attached as Appendix A to this Agreement (the "NYPA Work"); provided, however, that such parcel shall (i) include all lands owned by the University within an approximately 50-foot radius of the Project's

surveyed Corner Monument 5-32 (ii) abut that segment of the Project Boundary that extends between such Corner Monument and Corner Monument 5-31 (approximately 1100 linear feet), and (iii) exclude the lands currently dedicated for use as the University's baseball and softball fields. A map generally showing the area in which this parcel will be located is attached as Appendix B to this Agreement.

(b) *Parcel 2.* A parcel of land, approximately six acres in size, owned by the University that is to be sufficient in area and otherwise suitable in the sole discretion of NYPA for the construction thereon of a new warehouse for the Project replacing the warehouse currently used by NYPA together with necessary and appropriate associated facilities such as a parking lot, outbuildings, and other similar improvements and structures; provided, however that the University's obligation pursuant to this section 1.1(b) of this Agreement shall include the obligation to convey any easements or rights of way over, under, or through lands of the University that are necessary to enable NYPA to construct, install, operate, and maintain underground connections linking the newly-constructed facilities with existing utility installations (subject to NYPA's agreement to restore any University property disturbed in making or maintaining such connections to a condition as much as possible resembling the original condition). A map generally showing the area in which this parcel will be located is attached as Appendix B to this Agreement.

Final identification of the boundaries of the aforesaid parcels shall be undertaken by the Parties as a cooperative effort, and, as part of that effort, NYPA may perform or contract for the performance of whatever site investigations it deems appropriate, including Phase I and a Phase II environmental investigations with respect to such parcels, and the University will fully cooperate with any associated investigation. NYPA shall provide the University with copies of any reports generated as a result of any such investigation, and NYPA acknowledges and agrees that the University makes no warranties or representations regarding the condition of either parcel of property.

1.2 COMMITMENTS OF NYPA

In return and as consideration for all consideration furnished by the University, including, without limitation, the conveyances described in section 1.1 of this Agreement, NYPA agrees to:

(a) Undertake and complete the NYPA Work in a diligent manner and, thereafter, operate and maintain the NYPA Work;

(b) Make available to the University a fund in the amount of $2,000,000 to be used to defray expenses incurred by the University arising out of the project described in the Scope of Work attached as Exhibit C to this Agreement (the "NU Work");

(c) In accordance with the provisions of section 1.3 of this Agreement, offer to convey the parcels of land identified as Parcel 3 and Parcel 4 on Exhibit B attached to this Agreement to the University, and,

(d) Advise the University at regular intervals and upon reasonable request of the progress of the conduct of any and all activities undertaken in connection with the petroleum contamination on Parcel 4 that is the subject of Spill Number 0551698 described in the letter dated March

7, 2006 from Gregory Sutton of the New York State Department of Environmental Conservation ("DEC") to William Slade of NYPA (the "Parcel 4 Clean-up").

(e) Amend Project Permit NPP-89-3P to reflect the fact that any transfer of Parcel 3 and/or Parcel 4 pursuant to this Agreement will facilitate a substantial reorientation of the University Campus and that the aforesaid permit will need to afford the University continuous, unimpeded access over certain roads providing access to such parcel or parcels and, more specifically, amend such permit so that it provides that it only can be terminated or cancelled upon the mutual agreement of the Parties and that, on or before the date of any conveyance of Parcel 4, Exhibit A thereto shall be replaced by a revised exhibit adding to the areas covered by such permit the road that is contiguous with the southern edge of such parcel.

Notwithstanding any other provision of this Agreement, NYPA's obligations pursuant to this section 1.2 of this Agreement shall become effective on the date that is thirty days after the later of the date upon which NYPA files a letter with the Federal Energy Regulatory Commission ("FERC") accepting the new license for the Project or August 31, 2007 (the "Acceptance Date").

1.3 TERMS AND CONDITIONS OF CONVEYANCES

All conveyances described herein shall be subject to purchase and sale agreements between NYPA and the University, which agreements shall include, but will not be limited to, the following terms and conditions:

(a) *Deeds*: The purchase and sale Agreements shall provide that any instruments of conveyance with respect to Parcels 3 and 4 shall be quitclaim deeds containing no general or special warranties to the purchaser, the instrument of conveyance with respect to Parcel 2 shall be a quitclaim deed with lien covenant, and the instrument of conveyance with respect to Parcel 1 shall be a warranty deed with standard covenants.

(b) *Environmental Issues*: Each purchase and sale agreements shall provide that (1) the grant by the conveying party and the acceptance by the purchaser shall be "as is" and "with all faults," (2) the conveying party shall not make any representation or warranty regarding the absence or presence of environmental hazards or the compliance of prior uses on or present conditions of the conveyed parcel under any and all applicable federal, state, and local environmental laws, and (3) the aforementioned provisions relating to environmental issues shall survive the transfers of title. Notwithstanding the foregoing, the purchase and sale agreements may obligate the conveying party to cooperate with the purchaser with respect to any application to DEC, the United States Environmental Protection Agency, or any other appropriate governmental agency for relief from potential strict liability that could be imposed pursuant to federal, state, or local law on the purchaser in connection with pre-existing environmental contamination affecting the property to be conveyed.

(c) *Environmental Assessments*. Any purchase and sale agreement with respect to Parcel 4 shall contain an acknowledgement by the University that NYPA has conducted Phase I and Phase II environmental assessments with respect to such parcels and provided such assessments to

the University. Any purchase and sale agreement with respect to Parcel 3 shall provide that NYPA will conduct such assessments with respect to Parcel 3 and will provide the same to the University sufficiently in advance of the date set for the transfer of title therein. In addition, each purchase and sale agreement shall include an acknowledgement by the conveying party that whatever statutory or common law causes of action, claims, or remedies the purchaser may have or come to have against the conveying party that (1) arise out of latent environmental hazards or latent failures to comply with applicable federal or state environmental laws at or on the conveyed parcel or parcels and (2) are shown to be attributable to activities undertaken by the conveying party or its representatives at or on such parcel or parcels during the conveying party's period of ownership shall be unimpaired and unaffected by the mere transfer of title to the purchaser and shall not be deemed to be a Claim (as hereinafter defined) subject to the provisions of section 3 of this Agreement. Furthermore, each such purchase and sale agreement shall provide that the aforementioned acknowledgement itself shall survive the transfer the title.

(d) *Timing of Conveyances*. The purchase and sale agreements shall establish mutually acceptable times and locations for the transfers of title; *provided, however*, that any purchase and sale agreement with respect to Parcel 3 shall provide that the transfer of title to such parcel may not be scheduled for a date earlier than December 31, 2011 and any purchase and sale agreement with respect to Parcel 4 shall provide that the transfer of title to such parcel may and will be deferred pending completion of any and all remedial activities relating to such parcel deemed necessary or appropriate by NYPA and/or DEC, including, without limitation, the Parcel 4 cleanup and a reasonable period not to exceed six months thereafter.

(e) *FERC Approval*. The purchase and sale agreement with respect to parcel 1 shall provide that, in the event NYPA decides, in its sole discretion, to seek approval from the Federal Energy Regulatory Commission ("FERC") of the incorporation of Parcel 1 or any part thereof within the boundary established by FERC for the Project, the University shall fully support NYPA's pursuit of such approval in all relevant administrative and judicial forums and proceedings.

(f) *Compliance with Law*. The purchase and sales agreements shall provide that the conveyances in all respects shall conform and comply with applicable laws and regulations, including, without limitation, Title 1 of Article V of the Public Authorities Law and the Public Authorities Accountability Act of 2005. In addition, any purchase and sales agreement or agreements with respect to Parcel 3 and/or Parcel 4 shall provide that NYPA may submit the proposed deeds to the Attorney General for review and approval prior to the transfer of title.

(g) *Additional Provisions*. Any purchase and sale agreement with respect to Parcel 3 shall provide that (1) NYPA shall continue to perform ordinary lawn and landscape maintenance thereon, remove snow from entrances and parking areas when appropriate, and maintain the warehouse currently used by NYPA and located on Parcel 3 in a condition substantially similar to its current condition throughout the period leading up to the transfer of title to the University, and (2) the conveyance shall include the existing warehouse currently used by NYPA and located thereon and all fixtures and other real property attached or appurtenant to such warehouse (excluding any and all personal property located therein). In addition, any

purchase and sale agreement or agreements with respect to Parcels 3 and 4 shall provide that NYPA shall remove all debris, construction materials, and equipment from the surface of the parcel prior to the transfer of title. The purchase and sale agreement or agreements with respect to Parcels 1 and 2 shall provide that the University shall continue to provide ordinary lawn and landscape maintenance thereon throughout the period leading up to the transfer of title to NYPA.

SECTION 2
RELEASE AND REMEDIES

From and after the Acceptance Date, NYPA and the University, for themselves and their respective successors, assigns, executors, administrators, trustees, regents, agents, personal or legal representatives, affiliates, and subsidiaries, do hereby absolutely and unconditionally forever remise, release, and discharge one another and their respective successors, assigns, executors, administrators, trustees, agents, personal or legal representatives, affiliates, and subsidiaries from any and all manner of: actions, causes of action, liability, suits, regulatory complaints, and rights of intervention and comment in any proceeding of any nature; rights to initiate, intervene in, support, or join in any action or proceeding or seek any administrative, legal, or equitable remedies of any nature or description whatsoever before any court or governmental or regulatory authority (including but not limited to any and all United States and Canadian federal, state, or local courts or governmental authorities or regulatory bodies); and debts, dues, offsets, recoupments, counterclaims, liens, charges, accounts, accountings, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, violations, liabilities, obligations, demands, costs, expenses, set-offs, or any other claims of any nature whatsoever, in law or in equity ("Claims"). The parties agree that, in the event of any breach of this Agreement by the University, NYPA could suffer damages which are both irreparable and difficult to ascertain. NYPA may obtain injunctive relief against any breach without being required to post any bond or security. Remedies provided in this Agreement are in addition to any remedy set forth herein and both parties shall be entitled to any remedies available in law or equity. Notwithstanding the foregoing, this Release shall not be deemed to apply to any Claim a Party may have that arises from a future occurrence, as hereinafter defined. For purposes of this Agreement, an "occurrence" shall mean an event that has an impact or effect on a Party that is different in kind from impacts or effects heretofore experienced as of the effective date of this Agreement in connection with the construction, ownership, operation, or maintenance of the Project or the University Campus other than an event that, as of the effective date of this Agreement, was reasonably likely to occur and was anticipated or reasonably should have been anticipated by such Party in connection with the construction, ownership, operation, or maintenance of the Project or the University Campus. NYPA acknowledges that it has been apprised of the University's plan to reorient the University Campus and that currently it anticipates that such plan will involve no occurrence within the meaning of this Agreement.

SECTION 3
LIMITATION OF APPLICABILITY

This Agreement is made with the express understanding that it constitutes a negotiated settlement of issues specific to the Project. No Party shall be deemed, by virtue of execution of this Agreement, to have established precedent or admitted or consented to any approach, methodology, or principle, except as expressly provide herein. Further, by entering into this Agreement, NYPA shall not be

deemed to have admitted to any liability for any action arising from the construction, operation, and maintenance of the Project, and this Agreement shall not be evidence of, or otherwise construed as, liability for any action arising from the construction, operation, and maintenance of the Project.

SECTION 4
SETTLEMENT NEGOTIATIONS PRIVILEGED

The Parties have entered into the negotiations and discussions leading to this Agreement with the understanding that, to the fullest extent allowed by law, all prior discussions relating to this Agreement and the negotiation of the terms thereof are privileged and confidential. This material shall not prejudice the position of any Party or participant taking part in such discussions and negotiations and are not to be used by any entity in any manner, including admission into evidence, in connection with these or any other proceedings related to the subject matter of this Agreement.

SECTION 5
FORCE MAJEURE

An event of *Force Majeure* as used herein means any event beyond the reasonable control of and which occurs without the fault or negligence of a Party or any entity controlled by such Party, including its contractors and subcontractors (to the extent said contractor was acting under the control or direction of such Party), which events may include but are not limited to: any delay or failure to grant a permit or other regulatory authorization required by law to be granted by any Federal, State, or local government authority, or any regulation, law, or prohibitory or mandatory action of any Federal or State governmental authority; acts of God or sudden actions of the elements, including fire; drought or critically high or low flows and levels in the Lake Erie/Lake Ontario/Niagara River watershed; strikes, lockouts or other similar industrial disturbances; acts of the public enemy, including terrorist acts, wars, civil disturbances, blockades, military actions, insurrections or riots; landslides, floods, washouts, lightning, earthquakes, tornadoes, hurricanes, blizzards or other storms or storm warnings; explosions, fires, sabotage, or vandalism; breakage, defects, malfunctioning, or accident to machinery, equipment, materials, or lines of pipe or wires; freezing of machinery, equipment, materials or lines of pipe or wires; inability or delay in the obtaining of materials or equipment; inability to obtain or utilize any permit, approval, easement, license, or right-of-way. The settlement of strikes, lockouts, or other similar such industrial disturbances shall be entirely within the discretion of the Party affected by same. The requirement herein that any event of *Force Majeure* shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or other similar such industrial disturbances when such course is, in the opinion of the Party affected by same, inadvisable. If any event of *Force Majeure* directly renders the Party affected by same unable, wholly or in part, to perform any obligation under this Agreement, it is agreed that, upon giving notice and full particulars of such event of *Force Majeure* to the other Party and, as soon thereafter as practicable, such Party is authorized to suspend performance under such obligations during the continuance of any inability or incapacity so caused, but for no longer period; *provided, however*, such Party shall not be relieved from: (1) any obligations of this Agreement not directly affected by the event of *Force Majeure* or (2) any obligation to make payment for pre-existing obligations. The Party affected by an event of *Force Majeure* shall use best efforts to remedy the cause of such inability or incapacity with all reasonable dispatch, including, but not limited to, the prompt commencement and prosecution of litigation. When a Party affected by an Event of *Force Majeure* is able to resume performance of its obligations, it shall give the other

Party notice to that effect. The occurrence of a *Force Majeure* event that results in impossibility of performance of an obligation, however, shall excuse the non-performance of the Party affected by same.

SECTION 6
HEADINGS

The descriptive headings of the various Sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement. To the extent that there is any inconsistency between the heading of a Section of this Agreement and the text of the Section, the text shall govern.

SECTION 7
CHOICE OF LAW AND FORUM

This Agreement, as a binding contract between the Parties, shall be governed by and construed under New York law without reference to its conflicts of law principles. Any action at law, suit in equity, or other judicial proceedings for the enforcement of this Agreement or any of its provisions must be brought in and maintained only in a court of competent jurisdiction located in Niagara County, New York.

SECTION 8
RESOLVING DISPUTES AMONG THE PARTIES

The Parties agree to utilize the following alternative dispute resolution mechanism to resolve all disputes, other than a dispute constituting a breach, related to the compliance with, or the performance of, obligations set forth in this Agreement:

8.1 NOTICE

Any Party who believes that a dispute has arisen shall provide written notification pursuant to Section 9.1 to the other Party describing the matter(s) in dispute, the circumstances under which it arises, and the proposed relief or resolution to address the dispute.

8.2 CONSULTATION

The Parties shall commence a one hundred twenty (120) day Consultation period (measured from the date of the notice of the dispute) to engage in good faith negotiations to resolve the dispute(s). During the Consultation period, the Parties shall hold at least three (3) meetings unless and until the dispute is resolved. At any time during the Consultation period, the Parties may, by mutual consent, initiate Facilitated Mediation as set forth in Section 8.3.

8.3 FACILITATED MEDIATION

If disagreement persists at the conclusion of the Consultation period or if the Parties mutually consent during the Consultation period, an aggrieved Party may, within fifteen (15) days after the conclusion of the consultation period, initiate Facilitated Mediation through a mutually-agreed upon organization. If the Parties do not otherwise agree upon an organization, then it is understood that

such dispute will be heard and governed by the rules of the American Arbitration Association ("AAA"). The mediation process shall continue until the dispute is settled or until the mediator makes a finding that there is no possibility of settlement through Facilitated Mediation. At any time during Facilitated Mediation, the Parties may, by mutual consent, initiate Court Proceedings as set forth in Section 8.4.

8.4 COURT PROCEEDINGS

If the Parties choose not to engage in Facilitated Mediation, if a disagreement persists at the conclusion of the Facilitated Mediation, or if the Parties mutually consent during Facilitated Mediation, an aggrieved Party may commence Court Proceedings in New York State Supreme Court located in Niagara County, New York, as set forth in Section 7 of this Agreement. The final disposition of the Court Proceedings shall be binding upon the Parties to this Agreement.

SECTION 9
NOTICE AND COMMUNICATION

9.1 NOTIFICATION REQUIREMENT

All written notices to be provided pursuant to this Agreement shall be mailed by U.S. certified mail, or overnight express service, postage prepaid, to each Party at the addresses listed in the attached Appendix D or at a subsequent address, as a Party shall identify. Notices shall be deemed to be given five (5) business days after the date of mailing or on date of receipt if overnight express or other receipt-notification service is used.

9.2 NOTIFICATION CONTACT INFORMATION

For purposes of implementing this Agreement, the Parties agree that the individuals listed in the attached Appendix D shall be designated the primary contact persons and all written notices shall be posted to these individuals at the addresses listed in the attached appendix. Notification of changes in the contact persons must be made in accordance with Section 9.1 of this Agreement.

9.3 OTHER COMMUNICATIONS

Notices and other communications not required to be made to all Parties or not required to be made in a specific manner under the terms of this Agreement need not be in writing and may be made by telephone, electronic mail, or facsimile.

SECTION 10
COSTS

Except as provided in this Agreement, the Parties shall bear their own costs of participating in this Agreement.

SECTION 11
MERGER CLAUSE

This Agreement, including all Appendices attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof and supersedes all prior understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement.

SECTION 12
WAIVER

The failure of any Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

SECTION 13
AMENDMENT

The Parties may, by mutual agreement, amend this Agreement by a written instrument duly executed by the Parties. To the extent that the review of impacts described in Section 1 of this Agreement imposes on NYPA an obligation to mitigate impacts in such a way that performance in conformity with the terms of this Agreement would be inconsistent with such required mitigation, the parties will negotiate in good faith in an effort to amend this Agreement as necessary to remove such inconsistency.

SECTION 14
ENVIRONMENTAL REVIEW

This Agreement is subject to the State Environmental Quality Review Act ("SEQRA") and all other laws imposing on NYPA an obligation to conduct or participate in review of impacts to the environment (including, without limitation, coastal, cultural, and historic resources and/or properties) and, to the extent any action to be taken pursuant to this Agreement gives rise to an obligation to conduct and/or participate in such review or to consult with federal, state, or local agencies or authorities with respect to any such impacts, NYPA may and shall defer the taking of such action pending completion of the required review and/or consultation. Following the effective date, NYPA shall undertake and diligently pursue a review pursuant to the aforementioned laws of the actions described in this Agreement to be taken by NYPA and, to the extent relevant to such review, by the University. The scope of such review shall be determined by NYPA in accordance with SEQRA and all other applicable laws and regulations and it is anticipated that NYPA will prepare a Generic Environmental Impact Statement pursuant to SEQRA that will address impacts arising from the conveyances described in sections 1.1 and 1.2 of this Agreement, the NYPA Work, the NU Work, and any other project or activity related to the carrying out of this Agreement, including, without limitation, the design, construction, equipping, operation, and maintenance of a new warehouse for the Project replacing the warehouse currently used by NYPA, together with necessary and appropriate associated facilities.

SECTION 15
EXECUTION

Each signatory to this Agreement represents that: (1) he or she is authorized to execute this Agreement and legally bind the Party he or she represents and (2) the Party he or she represents will be fully bound by the terms hereof. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument as if all the signatory parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signature(s) thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

Intending to be legally bound, the Parties have executed this Agreement through their duly authorized representatives.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date set forth in this Agreement.

IN WITNESS WHEREOF:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____ **Date:** _____
Timothy Carey, President and Chief Executive Officer

NIAGARA UNIVERSITY

By: Joseph L. Levesque, CM **Date:** May 3, 2006
Rev. Joseph L. Levesque, C.M., President

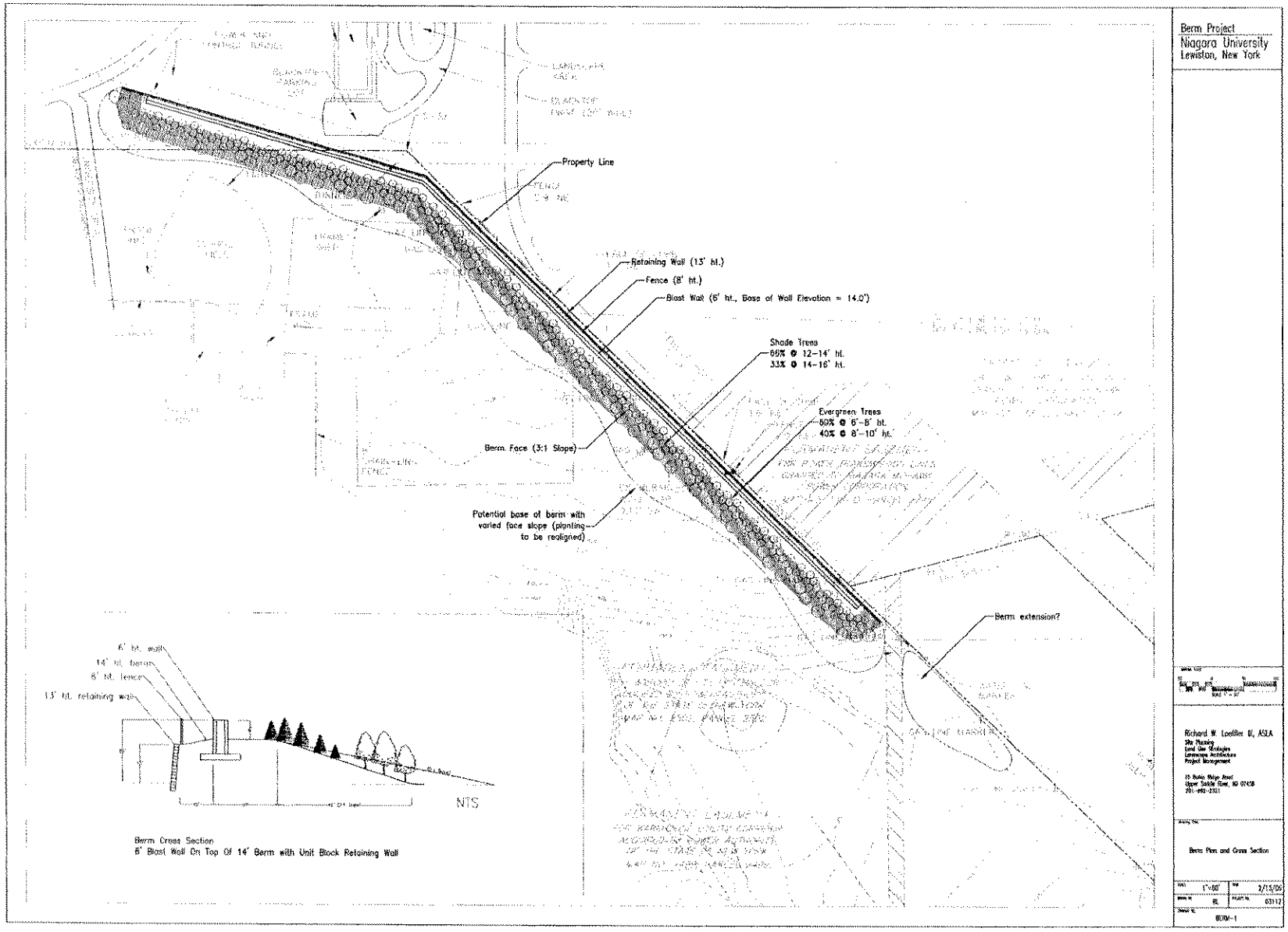
APPENDIX A

THE NYPA WORK

Following the transfer of title to Parcel 1, NYPA shall construct on Parcel 1 and, if deemed appropriate by NYPA, on other adjacent lands owned by NYPA, a berm and wall that will enhance the physical and visual separation of the Project switchyard and related facilities from the campus of the University. NYPA shall set aside $3.5 million for this purpose and shall consult with the University throughout all phases of the siting, design, construction, development, and installation of the new berm and wall.

In furtherance of the consultation requirement, the University has prepared a possible configuration of the wall and berm as shown on the drawing which follows and which is made a part of this Exhibit A solely for the purpose providing an example of a preliminary and conceptual design. It is understood and agreed by the parties that, in operating and maintaining the NYPA work, NYPA will give due regard to its operational and aesthetic impact on the University Campus.

Proposed substantial modifications to the NYPA Work shall be submitted to the University for review of the changes to the facilities except in instances when the security of the Project is in imminent peril or FERC directs NYPA to modify the facilities in a particular manner. The University shall have the right to submit comments to NYPA within 30 days of receipt of plans regarding the proposed facility modifications. NYPA will consider the University comments and shall notify the University within 30 days of receipt of the University comments as to what extent the University comments will be incorporated into the proposed modification plans. In instances of an imminent threat to the security of the Project or changes required by FERC, NYPA will inform the University as soon as practicable.


Property Line
Retaining Wall (13' ht.)
Fence (8' ht.)
Blast Wall (6' ht., Base of Wall Elevation = 14.0')
Shade Trees
66% @ 12-14' ht.
33% @ 14-16' ht.
Evergreen Trees
60% @ 6'-8' ht.
40% @ 8'-10' ht.
Berm Face (3:1 Slope)
Potential base of berm with varied face slope (planting to be realigned)
Berm extension?
6' ht. wall
14' ht. berm
8' ht. fence
13' ht. retaining wall
NTS
Berm Cross Section
6' Blast Wall On Top Of 14' Berm with Unit Block Retaining Wall
Berm Project
Niagara University
Lewiston, New York
Richard W. Loeffler III, ASLA
Site Planning
Land Use Analysis
Landscape Architecture
Project Management
Berm Plan and Cross Section
1"=60'
2/13/06
03117
BERM-1

A-2

APPENDIX B

Plot date: Mar 27, 2006 ; C:\DATA\wip\niagarainu19.apr

APPENDIX C

THE NU WORK

Following the final identification of Parcel 1 in accordance with section 1.1 of this Agreement and prior to the transfer of title to Parcel 1, the University may construct new athletic fields and install related outdoor facilities, including parking lots, lighting, and incidental structures such as concession stands and dugouts at a new location on the campus of the University (such location to be selected by the University after consultation with the NYPA) for the purpose of replacing those facilities displaced by such transfer of title. The University shall provide NYPA with a plan for the NU Work within six months following final identification of the boundary of Parcel 1. In addition, the University will provide to NYPA receipts for expenditures associated with the NU Work no later than the date that is two years after the date upon which the fund is made available to the University.

APPENDIX D
CONTACT INFORMATION

NEW YORK POWER AUTHORITY

President and Chief Executive Officer
123 Main Street
White Plains, New York 10601-3170

NIAGARA UNIVERSITY

President
Alumni Hall
Niagara University, New York 14109-2014