



BOND, SCHOENECK & KING, PLLC

ATTORNEYS AT LAW ■ NEW YORK FLORIDA KANSAS

June 25, 2009

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Ms. Diann M. Gerling, Assessor
Town of Whitestown
113 Main Street
Whitesboro NY 13492

*Re: Oneida County Industrial Development Agency 2009 Real Estate Lease
Broad Street Warehouse, LLC/Oriskany Manufacturing, LLC Facility*

Dear Ms. Gerling:

Enclosed you will please find Form RP-412-a (Application for Real Property Tax Exemption) in connection with the above-referenced transaction. Attached to the Application is a copy of the Payment in Lieu of Tax Agreement, which sets forth the revised terms of the tax abatement that the Agency will grant to the Company effective March 1, 2010.

Also enclosed for your ease of reference is a Closing Summary Sheet that summarizes the benefits the Company will receive.

I direct your attention to the fact that all PILOT bills should be sent directly to the Company at the address listed on Form RP-412-a.

Should you have any questions on the enclosed, please do not hesitate to contact our offices.

Very truly yours,

Laura S. Ruberto
Paralegal

Enclosures

c: Attached Distribution List (w/enclosures)

Distribution List

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica NY 13501

Robert M. Maciol, Mayor
Village of New York Mills
One Maple Street
New York Mills NY 13417

Kathy Pilbeam, Director
Real Property Tax Services
Oneida County
800 Park Avenue
Utica NY 13501

Sharon Guca, Receiver of Taxes
Village of New York Mills
One Maple Street
New York Mills NY 13417

County of Oneida
Receiver of Taxes
800 Park Avenue
Utica NY 13501

James Salamy, President
Board of Education
New York Mills Central School District
One Marauder Boulevard
New York Mills NY 13417

Charles R. Gibbs II, Supervisor
Town of Whitestown
8539 Clark Mills Road
Whitesboro NY 13492

Kathy Houghton, Superintendent
New York Mills Central School District
One Marauder Boulevard
New York Mills NY 13417

Margaret Hardy, Receiver of Taxes
Town of Whitestown
113 Main Street
Whitesboro NY 13492

Margaret Hardy, Receiver of Taxes
New York Mills Union Free School District
113 Main Street
Whitesboro NY 13492

Earle C. Reed, Supervisor
Town of New Hartford
Butler Memorial Hall
48 Genesee Street
New Hartford NY 13413

Hilarie C. Elefante, Receiver of Taxes
Town of New Hartford
Butler Memorial Hall
48 Genesee Street
New Hartford NY 13413

7008 2810 0000 7237 5420

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
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For delivery information visit our website at www.usps.com

OFFICIAL USE 7237

Postage	\$ 1.50
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.60

Postmark Here
 YORKVILLE NY JUN 26 2006 USPS - 13492

Sent To Diann M Gerling, Assessor
 Street, Apt. No., or PO Box No. 113 Main Street
 City, State, ZIP+4 Whitesboro NY 13492

PS Form 3800, August 2006. See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Diann M. Gerling, Assessor
Town of Whites town
113 Main Street
Whitesboro NY 13492

COMPLETE THIS SECTION ON DELIVERY

A. Signature
Margaret H. Gerling Agent Addressee

B. Received by (Printed Name) Margaret H. Gerling C. Date of Delivery 6/29/06

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7008 2810 0000 7237 5420

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Anthony J. Picente Jr.
County Executive

Shawna M. Papale
Secretary/
Executive Director

James P. Castilla
Treasurer/
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

OCIDA

153 Brooks Road, Rome, New York 13441-4105
(315) 338-0393, fax (315) 338-5694
info@mvedge.org www.mvedge.org



David C. Grow
Chairman

Natalie Brown
Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Michael Valentine
Stephen Zogby

Transaction Number: 930158

OCIDA PILOT/ BOND SUMMARY CLOSING SHEET

Company Name: Broad Street Warehouse, LLC/Oriskany Manufacturing, LLC

Property Address: 2 Wurz Avenue, Yorkville, New York 13495

Property Tax Map Number: 317.010-1-53.2, 317.010-1-48, and 317.010-5-1

Company representative to receive correspondence and PILOT bills: Michael Fitzgerald

Mailing Address: 2 Wurz Avenue, Yorkville, New York 13495

Telephone Number: 315-732-4962 Fax Number: _____

E Mail: mfitzgerald@oriskanymfg.com

Check Applicable: PILOT Only: PILOT & BOND:

PILOT Start Date: 3/1/2010 PILOT End Date: 12/31/2030

PILOT Term – Summarize PILOT in terms of % and which years.

Company will pay 100% of taxes years 1 – 10; 2/3 of taxes on the incremental assessment resulting from the construction of the Addition years 11 – 15; and 1/3 of taxes on the incremental assessment resulting from the construction of the Addition years 16 – 20.

Employment Obligation: 80 jobs retained

Total Project Cost: \$2,253,250

List all applicable taxing jurisdictions and POC:

Municipal: (1) Margaret Hardy, Receiver of Taxes, Town of Whitestown, 113 Main Street, Whitesboro, New York 13492; (2) Hilarie C. Elefante, Receiver of Taxes, Town of New Hartford, Butler Memorial Hall, 48 Genesee Street, New Hartford NY 13413; (3) Sharon Guca, Receiver of Taxes, Village of New York Mills, One Maple Street, New York Mills, NY 13417.

County: Oneida County: (1) Anthony J. Picente, Jr., County Executive, 800 Park Avenue, Utica NY 13501 (2) Kathy Pilbeam, 800 Park Ave. Utica, NY 13501

School: Margaret Hardy, Receiver of Taxes, New York Mills Union Free School District, 113 Main Street, Whitesboro, New York 13492

Bond Expiration if Applicable: N/A

Bond Originator: (Name, POC, Tele. & Address) N/A

Bond Trustee: (Name, POC, Tele. & Address) N/A



NYS BOARD OF REAL PROPERTY SERVICES

RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Oneida County Industrial Dev't Agency
Street 153 Brooks Road
City Rome NY 13441
Telephone no. Day (315) 338-0393
Evening ()
Contact Shawna Papale
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name Broad Street Warehouse, LLC
Street 2 Wurz Avenue
City Yorkville NY 13495
Telephone no. Day (315) 732-4962
Evening ()
Contact Michael J. Fitzgerald
Title Member

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) See attached Exhibit A
b. Street address 2 Wurz Avenue
c. City, Town or Village See attached Exhibit A

d. School District New York Mills UFSD

e. County Oneida

f. Current assessment \$303,400

g. Deed to IDA (date recorded; liber and page)

Memorandum of Lease recorded

June 24, 2009 Instrument #R2009-001186

4. GENERAL DESCRIPTION OF PROPERTY

(if necessary, attach plans or specifications)

a. Brief description (include property use) See attached Exhibit A

b. Type of construction

c. Square footage

d. Total cost \$2,000,000

e. Date construction commenced February 11, 2009

f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) December 31, 2030

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

a. Formula for payment Company will pay 100% of taxes years 1 - 10; 2/3 of taxes on incremental assessment resulting from the Addition years 11 - 15; 1/3 of taxes on incremental assessment resulting from the Addition years 16 - 20.

b. Projected expiration date of agreement December 31, 2030

c. Municipal corporations to which payments will be made

	Yes	No
County _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____	<input checked="" type="checkbox"/>	
School District _____	<input checked="" type="checkbox"/>	

d. Person or entity responsible for payment

Name Oriskany Manufacturing LLC
 Title Michael J. Fitzgerald, Mem
 Address 2 Wurz Avenue
Yorkville NY 13495

e. Is the IDA the owner of the property? Yes/No (circle one)
If "No" identify owner and explain IDA rights or interest in an attached statement. leasehold interest

Telephone 315-732-4962

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) Yes No

If yes, list the statutory exemption reference and assessment roll year on which granted: exemption _____ assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on 6/25/09 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, David C. Grow, Chairman of Oneida County Industrial Development Agency hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

6/24/09
Date

David C. Grow
Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
- 3a. Agreement (or extract) date _____
- 3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption \$ _____
5. Special assessments and special as valorem levies for which the parcel is liable: _____

Date _____ Assessor's signature _____

Exhibit A

Application for Real Property Tax Exemption
(Form RP-412-a)

**Oneida County Industrial Development Agency
2009 Real Estate Lease
(Broad Street Warehouse, LLC Facility)**

3a. Assessment Roll Description:

317.010-1-53.2
317.010-1-48
317.010-5-1

3c. City, Town or Village:

Town of Whitestown
Town of New Hartford
Village of New York Mills

4. Brief Description of Facility:

The acquisition of a 5.63± acre parcel of land located at 2 Wurz Avenue in the Town of Whitestown, Town of New Hartford and Village of New York Mills, Oneida County, New York (the "Land") and the existing 34,000± square foot building situated thereon (the "Building"); construction of a 30,000± square foot, light industrial, pre-engineered metal building to be attached to the Building (the "Addition") (the Building and the Addition referred to collectively as the "Improvements") and the acquisition of equipment (the "Equipment") (the Land, the Improvements and the Equipment being collectively referred to as the "Facility"), all to be used by the Company in connection with the manufacture and distribution of mass transit vehicle parts and components.

BROAD STREET WAREHOUSE, LLC

and

ORISKANY MANUFACTURING, LLC

and

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Oneida County Industrial Development Agency
2009 Real Estate Lease
(Broad Street Warehouse, LLC Facility)

Oneida County, Town of Whitestown, Town of New Hartford,
Village of New York Mills, New York Mills Union Free School District

Tax Account No.: 317.010-1-53.2
317.010-1-48
317.010-5-1

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of June 1, 2009, is by and among **BROAD STREET WAREHOUSE, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York, having an address of 2 Wurz Avenue, Yorkville, NY 13495 (the "Company"); **ORISKANY MANUFACTURING, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York, having an address of 2 Wurz Avenue, Yorkville, NY 13495 (the "Sublessee") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, an industrial development agency and a public benefit corporation of the State of New York having its principal office at 153 Brooks Road, Rome, New York 13441-4105 (the "Agency").

W I T N E S S E T H:

WHEREAS, the Agency is authorized and empowered by the provisions of Title I of Article 18-A of the General Municipal Law, Chapter 99 of the Consolidated Laws of New York, as amended, (the "Enabling Act"), and Chapter 372 of the Laws of 1970 of the State of New York, as amended, constituting Section 901 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of, among others, industrial facilities for the purpose of promoting, attracting and developing economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, the Company desires to acquire a 5.63± acre parcel of land located at 2 Wurz Avenue in the Town of Whitestown, Town of New Hartford and Village of New York Mills, Oneida County, New York (the "Land") and the existing 34,000± square foot building situated thereon (the "Building"); construct a 30,000± square foot, light industrial, pre-engineered metal building to be attached to the Building (the "Addition") (the Building and the Addition referred to collectively as the "Improvements") and the acquire and install equipment therein (the "Equipment") (the Land, the Improvements and the Equipment being collectively referred to as the "Facility"), all to be used by the Company in connection with the manufacture and distribution of mass transit vehicle parts and components; and

WHEREAS, in order to induce the Company to develop the Facility, the Agency is willing to accept a leasehold interest in the Facility pursuant to a Lease Agreement dated as of June 1, 2009 (the "Lease Agreement") and lease the Facility back to the Company pursuant to the terms and conditions contained in a Leaseback Agreement dated as of June 1, 2009 (the "Leaseback Agreement"); and

WHEREAS, the Company intends to sublease the Facility to the Sublessee for its operation pursuant to a Sublease Agreement dated of even date herewith (the "Sublease Agreement"); and

WHEREAS, the Agency has agreed to accept a leasehold interest to the Facility in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Facility is exempt from real property taxes, general property taxes, general school district taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Facility or the interest therein of the Company or the occupancy thereof by the Company commencing March 1, 2010, the taxable status date, (the "Exempt Taxes"), because the Agency has a leasehold interest in the Facility and the Facility is used for a purpose within the meaning of the applicable Constitutional and statutory provisions, including the Enabling Act, provided, however, such exemption does not extend to special assessments or ad valorem levies; and

WHEREAS, the Company understands that it, as lessee of the Facility leased by the Agency, will, in fact, have Exempt Taxes to pay under the provisions of the Leaseback Agreement from the first date of the Exemption Term (as that date is determined by the parties and described herein) through the term of the Leaseback Agreement (the "Exemption Term"); and

WHEREAS, each year of the Exemption Term is more particularly set forth on Schedule B attached hereto (each year being referred to as an "Exemption Year"); and

WHEREAS, the Sublease Agreement states in part that the Sublessee will have the obligation to pay all taxes and/or payments-in-lieu-of-taxes assessed to the Company with respect to the Facility; and

WHEREAS, the Agency, the Company and the Sublessee deem it necessary and proper to enter into an agreement making provision for payments-in-lieu-of-taxes and such assessments by the Company and/or the Sublessee to the Town of Whitestown, the Town of New Hartford and the Village of New York Mills, or any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be, wholly or partially located, Oneida County, New York Mills Union Free School District and appropriate special districts (hereinafter each a "Taxing Authority" and collectively the "Taxing Authorities") in which any part of the Facility is or is to be located; and

WHEREAS, the PILOT Payments (as defined below) represent a deviation from the Agency's Uniform Tax Exemption Policy (the "Policy"); and

WHEREAS, pursuant to Section 874 of the Act, the Agency sent a notice to the chief executive officer of each Taxing Authority providing a description of the PILOT Payments, the Agency's reasons for deviating from the Policy as well as the time and location of the meeting during which the Agency would consider a resolution approving the deviation from its Policy and the PILOT Payments; and

WHEREAS, all defined terms herein as indicated by the capitalization of the first letter thereof and not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the Leaseback Agreement.

NOW, THEREFORE, to provide for certain payments to the Taxing Authorities, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Company and/or the Sublessee shall pay to each Taxing Authority:

(a) all taxes that are due with respect to the Facility prior to the Exemption Term, no later than the last day during which such payments may be made without penalty; and

(b) all special assessments and ad valorem taxes coming due and payable during the term of the Leaseback Agreement and the Leaseback Agreement for which the Facility is not exempt, no later than the last day during which such payments may be made without penalty.

2. (a) The Company and/or the Sublessee shall pay to each Taxing Authority as set forth on Schedule A attached hereto and made a part hereof an amount in lieu of the Exempt Taxes (the "PILOT Payments") during each Exemption Year as follows:

(a) one hundred percent of such taxes from the first through and including the tenth Exemption Year;

(b) two-thirds of such taxes from the eleventh through and including the fifteenth Exemption Year only with respect to the incremental assessment resulting from the construction of the Addition; and

(c) one-third of such taxes from the sixteenth through and including the twentieth Exemption Year only with respect to the incremental assessment resulting from the construction of the Addition.

The parties acknowledge that the schedule of PILOT Payments set forth herein is based upon the understanding that the Sublessee is receiving certain benefits under the New York State Empire Zone program that are scheduled to terminate after the tenth Exemption Year. In the event said benefits terminate sooner than anticipated, the parties shall amend this PILOT Agreement to provide for the Exempt Taxes set forth in Section 2(b) herein to commence upon the following year that the Empire Zone benefits terminate. Anything herein to the contrary, notwithstanding, this Agreement shall terminate on the date on which the Leaseback Agreement shall terminate and the Agency shall terminate its leasehold interest in the Facility pursuant to the Leaseback Agreement.

Anything herein to the contrary, notwithstanding, upon the failure of the Company and/or the Sublessee in making any payment when due hereunder and upon failure to cure such default within thirty (30) days of receipt of notice as herein provided, the Company and/or the Sublessee shall henceforth pay as PILOT Payments one hundred (100%) percent of the Exempt Taxes together with interest at the rate of nine (9%) percent per annum on any delinquent PILOT Payments together with expenses of collection, including but not limited to, payment of attorneys' fees; provided, however, nothing herein contained shall be deemed to limit any other rights and remedies the Agency may have hereunder or under any other Transaction Document.

3. The Company and/or the Sublessee will make PILOT Payments to each Taxing Authority hereunder for each Exemption Year by making the required payment to such Taxing Authority

no later than the last day during which such Exempt Taxes could otherwise be made without penalty as if the Agency did not have a leasehold or other interest in the Facility.

4. The PILOT Payments to be made by the Company and/or the Sublessee pursuant to this Agreement are intended to be in lieu of all Exempt Taxes that would have to be paid on the Facility leased to the Company by the Leaseback Agreement if the Agency did not have a leasehold or other interest in the Facility.

5. If by reason of a change in the Constitution or laws of the State of New York, or an interpretation of the Constitution or the laws of the State of New York by the Court of Appeals (or such lower court from which the time to appeal has expired) of the State of New York, or for any other reason, the Company and/or the Sublessee is required to pay any tax which the payments specified herein are intended to be in lieu of, the Company and/or the Sublessee may deduct the aggregate of any such payments made by it from the amount herein agreed to be paid in lieu of such taxes and need only pay the difference. Furthermore, inasmuch as the PILOT Payments herein agreed to be made by the Company and/or the Sublessee are intended to be in lieu of all Exempt Taxes, it is agreed that said payments shall not, as to any Exemption Year, be in an amount greater than would be payable for such year for such Exempt Taxes, in the aggregate, by a private corporation on account of its ownership of the Facility.

6. This Agreement shall be binding upon the successors and assigns of the parties.

7. It is the intent of the parties that the Company and/or the Sublessee will have all the rights and remedies of a taxpayer with respect to any real property or other tax, service charge, special benefit, ad valorem levy, assessment or special assessment or service charge because of which, or in lieu of which, the Company and/or the Sublessee is obligated to make a payment hereunder, as if and to the same extent as if the Agency did not have a leasehold or other interest in the Facility. It is the further intent of the parties that the Company and/or the Sublessee will have all of the rights and remedies of a taxpayer as if and to the same extent as if the Agency did not have a leasehold or other interest in the Facility with respect to any proposed assessment or change in assessment concerning the property, or any portion thereof, whether through an assessor, board of assessment review, court of law, or otherwise and likewise will be entitled to protest before and be heard by such assessor, board of assessment review, court of law or otherwise and will be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any taxes that would have been payable but for the provisions hereof. In the event, however, that a court of competent jurisdiction shall enter an order or judgment determining or declaring that, by reason of the Agency's interest in the Facility, the Company and/or the Sublessee does not have the right to bring a proceeding to review such assessment under the Real Property Tax Law or any other law, then the Company and/or the Sublessee shall have the right to contest such assessment in the name and as the agent of the Agency, and the Agency agrees to cooperate with the Company and/or the Sublessee in all respects in any such proceeding at the sole cost and expense of the Company and/or the Sublessee.

8. All amounts payable by the Company and/or the Sublessee hereunder will be paid to the respective Taxing Authority and will be payable in such lawful money of the United States of America as at the time of payment is legal tender for the payment of public and private debts, including a check payable in such money.

9. (a) If any term or provision hereof should be for any reason held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such term or provision

will be deemed separate and independent and the remainder hereof will remain in full force and effect and will not be invalidated, impaired or otherwise affected by such holding or adjudication.

(b) This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

(c) All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, to the Agency, the Company or the Sublessee, as the case may be, addressed as follows:

If to the Agency:

Oneida County Industrial Development Agency
153 Brooks Road
Rome, New York 13441-4105
Attn.: Executive Director

With a Copy to:

Bond, Schoeneck & King, PLLC
501 Main Street
Utica NY 13501
Attn.: Linda E. Romano, Esq.

If to the Company:

Broad Street Warehouse, LLC
2 Wurz Avenue
Yorkville NY 13495
Attn.: Michael J. Fitzgerald

With a Copy to:

Steates, Remmell, Steates & Dziekan
408 Lomond Place
Utica NY 13502
Attn.: Carl S. Dziekan, Esq.

If to the Sublessee:

Oriskany Manufacturing, LLC
2 Wurz Avenue
Yorkville NY 13495
Attn.: Michael J. Fitzgerald

With a Copy to:

Steates, Remmell, Steates & Dziekan
408 Lomond Place
Utica NY 13502
Attn.: Carl S. Dziekan, Esq.

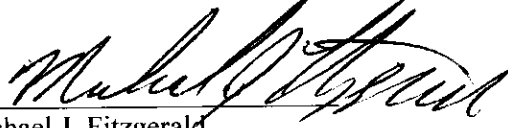
provided, that the Agency, the Company or the Sublessee may, by notice given hereunder to the other, designate any further or different addresses to which subsequent notices, certificates or other communications to them shall be sent.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

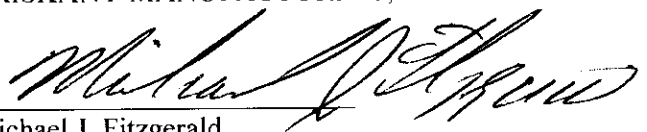
[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this **PILOT Agreement** as of the date first above written.

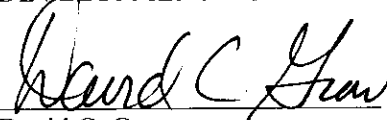
BROAD STREET WAREHOUSE, LLC

By: 
Michael J. Fitzgerald
Member

ORISKANY MANUFACTURING, LLC

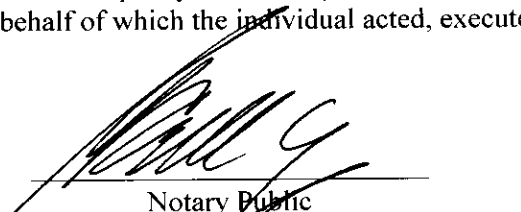
By: 
Michael J. Fitzgerald
Member

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
David C. Grow
Chairman

STATE OF NEW YORK)
 : ss.:
COUNTY OF ONEIDA)

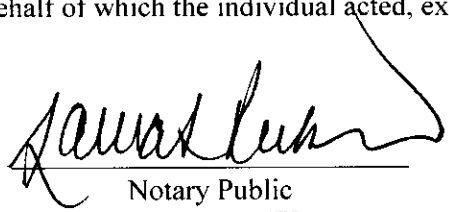
On the 24 day of June 2009 before me, the undersigned a notary public in and for said state, personally appeared **Michael J. Fitzgerald**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
CARL S. DZIEKAN
Notary Public in the State of New York
Appointed in Oneida County #4860930
My Commission Expires May 5, 2010

STATE OF NEW YORK)
 : ss.:
COUNTY OF ONEIDA)

On the 11th day of June 2009 before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
LAURA S. RUBERT
Notary Public, State of New York
Appointed in Oneida County
Commission Expires Aug. 1, 2010

EXHIBIT A
Description of Real Property

PARCEL NO. 1

ALL THAT TRACT OR PARCEL OF LAND, situate partly in the Town of Whitestown and partly in the Town of New Hartford and all in the Village of New York Mills, County of Oneida and State of New York, bounded and described as follows, to wit:

BEGINNING at a concrete monument at the northeasterly corner of land conveyed by New York Mills Corp. to Union Free School District No. 4 by Deed dated November 10, 1916, and recorded in the Oneida County Clerk's Office in Liber 726 of Deeds at Page 148; running thence N. 32° 22' W., 219.20 feet to an iron pipe; thence northeasterly, curving to the right in the arc of a circle having a radius of 1679.12 feet more or less, along the southeasterly right of way line of Penn-Central Railroad (formerly N.Y.C.R.R.), which arc's subtended chord runs N. 20° 40' E., 538.22 feet to an iron pipe; thence S. 43° 25' E., 168 feet to an iron pipe marking an angle point; thence S. 21° 52' 40" E., 352.98 feet to an iron pipe in the rear boundary line of lots fronting Main Street; thence S. 40° 24' 36" W. along said rear boundary line 395.55 feet to an iron pipe found at the northwesterly corner of a lot fronting Main Street and in the easterly boundary line of land of Union Free School District No. 4 as first above mentioned; thence N. 44° 35' 32" W. along said boundary line, 47.15 feet to the point and place of beginning, containing 4.17 acres of land to be the same more or less.

THE ABOVE PROPERTY is situate partially in the Town of Whitestown (Tax Map No. 317.010-1-48) and partially in the Town of New Hartford (Tax Map No. 317.010-1-5).

PARCEL NO.: 2

PARCEL A

BEGINNING at an iron pipe found at the intersection of the division lines between The Alling and Cory Company (Liber 1883, Page 285) on the southeast and the Oneida County Industrial Development Agency (Liber 2126, Page 123) on the northwest with the division line between The Alling and Cory Company (Liber 1883, Page 285) on the northeast and Edward T. Wurz and James H. Wurz (Liber 1945, Page 279) on the southwest; thence northeasterly along the first mentioned division line and along a 1750.07 foot radius curve to the right an arc distance of 154.13 feet to an angle point; thence N. 55° 05' 45" W. along the division line between The Alling and Cory Company (Liber 1883, Page 285) on the northeast and Oneida County Industrial Development Agency (Liber 2126, Page 123) on the southwest 15.00 feet to an angle point; thence northwesterly along the division line between The Alling and Cory Company (Liber 1883, Page 285) on the northeast and Oneida County Industrial Development Agency (Liber 2126, Page 123) on the southwest and along 1765.07 foot radius curve to the right an arc distance of 3.54 feet to a set iron pin at an angle point; thence S. 43° 37' 40" E. along a proposed division line 552.54 feet to a set iron pin at an angle point; thence S. 47° 14' 54" W. along the division line between The Alling and Cory Company (Liber 1883, Page 285) on the northwest and subdivided village lots on the southeast 283.37 feet to a found iron pipe at an angle point;

thence N. 21° 27' 45" W. along the division line between The Alling and Cory Company (Liber 1883, Page 285) on the northeast and Edward T. Wurz and James H. Wurz (Liber 1945, Page 279) on the southwest 353.40 feet to an angle point; thence N. 43° 37' 40" W. along the division line between The Alling and Cory Company (Liber 1883, Page 285) on the northeast and Edward T. Wurz and James H. Wurz (Liber 1945, Page 279) on the southwest 168.27 feet to the point of beginning, containing 99,773 plus or minus square feet or 2.29 acres, more or less.

The above mentioned courses and distances are shown as Parcel A, C and D on a map entitled "Map and Survey showing Lands to be Conveyed by The Alling and Cory Company, Village of New York Mills, Town of Whitestown, County of Oneida, State of New York," surveyed by Christopher S. Nash, L.L.S., #049163 and dated June 25, 1993, filed in the Oneida County Clerk's Office.

PARCEL B:

ALL THAT PIECE OR PARCEL OF LAND, situate in the Village of New York Mills, Town of Whitestown, County of Oneida, State of New York, and more particularly described as follows:

BEGINNING at an iron pipe found at the intersection of the southeasterly boundary of existing Commercial Drive – New York State Route 5-A with the division line between The Alling and Cory Company (Liber 1883, Page 285) on the northeast and Neil Meislin (Liber 2430, Page 208) on the southwest; thence N. 39° 50' 00" E. along the last mentioned highway boundary 59.82 feet to an angle point; thence S. 43° 46' 06" E. along the division line between The Alling and Cory Company (Liber 1883, Page 285) on the southwest and Trunfio's Enterprises, Inc. (Liber 1899, Page 350) on the northeast 128.27 feet to a found iron pipe at an angle point; thence southerly along the division lines between The Alling and Cory Company (Liber 1883, Page 285) on the southwest and Oneida County Industrial Development Agency (Liber 2126, Page 123) on the northeast and along a 1830.07 foot radius curve to the left an arc distance of 61.80 feet to an angle point; thence N. 43° 37' 40" W. along the division line between The Alling and Cory Company (Liber 1883, Page 285) on the northeast and Neil Meislin (Liber 2430, Page 208) on the southwest 137.25 feet to the point of beginning, containing 7,901 plus or minus square feet or 0.18 acres, more or less.

The above mentioned courses and distances are shown as Parcel B on a map entitled "Map and Survey showing Lands to be Conveyed by The Alling and Cory Company, Village of New York Mills, Town of Whitestown, County of Oneida, State of New York," surveyed by Christopher S. Nash, L.L.S., #049163 and dated June 25, 1993, filed in the Oneida County Clerk's Office.

EXCEPTING THE FOLLOWING PREMISES being **ALL THAT PIECE OR PARCEL OF LAND**, situate in the Village of New York Mills, Town of Whitestown, County of Oneida, State of New York, and more particularly described as follows:

COMMENCING at an iron pipe found at the intersection of the division lines between The Alling and Cory Company (Liber 1883, Page 285) on the southeast and the Oneida County

Industrial Development Agency (Liber 2126, Page 123) on the northwest with the division line between The Alling and Cory Company (Liber 1883, Page 285) on the northeast and Edward T. Wurz and James H. Wurz (Liber 1945, Page 279) on the southwest; thence northeasterly along the first mentioned division line and along a 1750.07 foot radius curve to the right an arc distance of 77.74 feet to the point of beginning for the herein described parcel; thence continuing along the last mentioned division line and along a 1750.07 foot radius curve to the right an arc distance of 76.39 feet to an angle point; thence N. 55° 05' 45" W. along the division line between the Alling and Cory Company (Liber 1883, Page 285) on the northeast and Oneida County Industrial Development Agency (Liber 2126, Page 123) on the southwest 15.00 feet to an angle point; thence northwesterly along the division line between The Alling and Cory Company (Liber 1883, Page 285) on the northeast and Oneida County Industrial Development Agency (Liber 2126, Page 123) on the southwest and along 1765.07 foot radius curve to the right an arc distance of 3.54 feet to a set iron pin at an angle point; thence S. 43° 37' 40" E. along a proposed division line 552.54 feet to a set iron pin at an angle point; thence S. 47° 14' 54" W. along the division line between The Alling and Cory Company (Liber 1883, Page 285) on the northwest and subdivided village lots on the southeast 75.01 feet to an angle point; thence N. 43° 37' 40" W. along a proposed division line 519.18 feet to the point of beginning, containing 39,668 plus or minus square feet or 0.91 acres more or less.

The above-mentioned courses and distances are shown as Parcel "D" on a map entitled "Map and Survey showing Lands to be Conveyed by The Alling and Cory Company, Village of New York Mills, Town of Whitestown, County of Oneida, State of New York", surveyed by Christopher S. Nash, L.L.S., #049163, and dated June 25, 1993, filed in the Oneida County Clerk's Office.

Together with the right and subject to the burdens of others in and to the rights and easements granted in a Full Covenant Deed from The Alling and Cory Company to Edward T. Wurz and James H. Wurz, Jr., dated January 28, 1972 recorded February 11, 1972 in the Oneida County Clerk's Office in Liber 1945 of Deeds at Page 279.

THE ABOVE MENTIONED PREMISES ARE MORE MODERNLY AND ACCURATELY DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND, situate partly in the Town of Whitestown and partly in the Town of New Hartford and all in the Village of New York Mills, County of Oneida, and State of New York, bounded and described as follows, to wit:

BEGINNING at a concrete monument at the northeasterly corner of lands conveyed by New York Mills Corp. to Union Free School District No. 4 by Deed dated November 10, 1916, and recorded in the Oneida County Clerk's Office in Liber 726 of Deeds at Page 148; running thence N. 32° 53' 23" W., 219.20 feet to an iron pipe; thence northeasterly, curving to the right in the arc of a circle having a radius of 1750.07 feet, a distance of 620.73 feet more or less, along the southeasterly right of way line of Penn-Central Railroad (formerly N.Y.C.R.R.) to an iron pipe, said pipe being on the division line of lands of Oneida County Industrial Development Agency (now or formerly) on the northeast (Liber 3019 of Deeds at Page 331) and the lands herein described on the southwest; thence along the aforementioned division line S. 43° 37' 40"

E., 519.18 feet to an angle point on the division line between the premises herein described on the northwest and the rear boundary line of lots fronting on Main Street on the southeast; thence S. 47° 22' 02" W. along the last mentioned division line 208.36 feet to an iron pipe; thence S. 46° 24' 15" W. and continuing along the said last mentioned division line 395.55 feet to an iron pipe found at the northwesterly corner of a lot fronting Main Street and in the easterly boundary line of land of Union Free School District No. 4 (now or formerly) as first above mentioned; thence N. 43° 59' 46" W. along said boundary line, 47.15 feet to the point and place of beginning.

TOGETHER with the right and subject to the burdens of others in and to the rights and easements granted in a Full Covenant Deed from The Alling and Cory Company to Edward T. Wurz and James H. Wurz, Jr., dated January 28, 1972 recorded February 11, 1972 in the Oneida County Clerk's Office in Liber 1945 of Deeds at Page 279.

SCHEDULE A

COUNTY OF ONEIDA
Receiver of Taxes
800 Park Avenue
Utica, New York 13501

TOWN OF WHITESTOWN
Margaret Hardy, Receiver of Taxes
113 Main Street
PO Box 96
Whitesboro, New York 13492

TOWN OF NEW HARTFORD
Hilarie C. Elefante, Receiver of Taxes
Butler Hall
48 Genesee Street
New Hartford, New York 13413

VILLAGE OF NEW YORK MILLS
Receiver of Taxes
One Maple Street
New York Mills NY 13417

NEW YORK MILLS UNION FREE SCHOOL DISTRICT
Margaret Hardy, Receiver of Taxes
113 Main Street
PO Box 96
Whitesboro, New York 13492

SCHEDULE B

EXEMPTION YEARS

Exemption Year (Assessment Roll Year)	County/Town/Village Taxes	School Taxes
Year One (03/01/2010)	01/01/2011 – 12/31/2011	07/01/2010 – 06/30/2011
Year Two (03/01/2011)	01/01/2012 – 12/31/2012	07/01/2011 – 06/30/2012
Year Three (03/01/2012)	01/01/2013 – 12/31/2013	07/01/2012 – 06/30/2013
Year Four (03/01/2013)	01/01/2014 – 12/31/2014	07/01/2013 – 06/30/2014
Year Five (03/01/2014)	01/01/2015 – 12/31/2015	07/01/2014 – 06/30/2015
Year Six (03/01/2015)	01/01/2016 – 12/31/2016	07/01/2015 – 06/30/2016
Year Seven (03/01/2016)	01/01/2017 – 12/31/2017	07/01/2016 – 06/30/2017
Year Eight (03/01/2017)	01/01/2018 – 12/31/2018	07/01/2017 – 06/30/2018
Year Nine (03/01/2018)	01/01/2019 – 12/31/2019	07/01/2018 – 06/30/2019
Year Ten (03/01/2019)	01/01/2020 – 12/31/2020	07/01/2019 – 06/30/2020
Year Eleven (03/01/2020)	01/01/2021 – 12/31/2021	07/01/2020 – 06/30/2021
Year Twelve (03/01/2021)	01/01/2022 – 12/31/2022	07/01/2021 – 06/30/2022
Year Thirteen (03/01/2022)	01/01/2023 – 12/31/2023	07/01/2022 – 06/30/2023
Year Fourteen (03/01/2023)	01/01/2024 – 12/31/2024	07/01/2023 – 06/30/2024
Year Fifteen (03/01/2024)	01/01/2025 – 12/31/2025	07/01/2024 – 06/30/2025
Year Sixteen (03/01/2025)	01/01/2026 – 12/31/2026	07/01/2025 – 06/30/2026
Year Seventeen (03/01/2026)	01/01/2027 – 12/31/2027	07/01/2026 – 06/30/2027
Year Eighteen (03/01/2027)	01/01/2028 – 12/31/2028	07/01/2027 – 06/30/2028
Year Nineteen (03/01/2028)	01/01/2029 – 12/31/2029	07/01/2028 – 06/30/2029
Year Twenty (03/01/2029)	01/01/2030 – 12/31/2030	07/01/2029 – 06/30/2030