

Authorizing Resolution
S.R. Sloan, Inc.
2016 Refinance with NBT Bank, NA

Date: November 18, 2016

At a meeting of the Oneida County Industrial Development Agency, Utica, New York (the "Agency"), held at 584 Phoenix Drive, Rome, New York on the 18th day of November 2016, the following members of the Agency were:

Members Present: S. Zogby, D. Grow, E. Quadraro, M. Fitzgerald, M.F. Messenger

EDGE Staff Present: S. Papale, M. Carney, J. Waters, S. DiMeo, A. Gerardo

Others Present: Mayor J. Izzo, M. Levitt, C. Levitt, Bill Maxim

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to the refinance of a certain industrial development facility more particularly described below (S.R. Sloan, Inc.).

The following resolution was duly moved, seconded, discussed and adopted with the members voting unanimously in favor, 5-0.

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE
THE NEW MORTGAGE, THE CONSOLIDATED MORTGAGE,
THE SECURITY AGREEMENT AND RELATED DOCUMENTS
WITH RESPECT TO THE S.R. SLOAN, INC. FACILITY
LOCATED AT 8089 HALSEY ROAD, TOWN OF
WHITESTOWN, ONEIDA COUNTY

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 372 of the Laws of 1970 of the State of New York (collectively, the "Act"), the Agency was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, the Oneida County Industrial Development Agency (the "Agency") previously provided financial assistance to The Sloan Family Trust (the "Company") with a project consisting of the construction of a 62,000± square foot manufacturing facility (the "Existing Improvements") situated on a 20.5± acre parcel of land situated at 8089 Halsey Road, Town of Whitestown, Oneida County, New York (the "Land"), and the acquisition and installation of equipment in the Existing Improvements (the "Existing Equipment"), all for the manufacturing of roof and floor trusses, wall panels and custom stairs;

WHEREAS, the Company requested the Agency assist with the construction of an 18,000± square foot addition (the "Addition") to the Existing Improvements and the acquisition and installation of equipment in the Addition (the "2016 Equipment" and together with the Existing Equipment, the "Equipment"), all to increase production capabilities;

WHEREAS, the Land, the Existing Improvements and the Existing Equipment are referred to collectively as the "Existing Facility," the Addition and the 2016 Equipment are referred to collectively as the "2016 Facility," the Existing Facility and the 2016 Facility are referred to collectively as the "Facility" and the construction and equipping of the Addition is referred to as the "Project";

WHEREAS, the Company conveyed fee title to the Existing Facility to the Agency by way of a Bargain and Sale Deed dated February 15, 2006 (the "Deed"), and the Agency leases the Facility to the Company pursuant to a Lease Agreement dated as of February 1, 2006 (the "2006 Lease Agreement") entered into by and between the Agency and the Company, a memorandum of which was recorded in the Oneida County Clerk's Office on February 16, 2006 at Instrument Number

R2006-000213, as it has been amended, and may be further amended from time to time; and

WHEREAS, the Company conveyed to the Agency title to the Existing Equipment, together with all equipment to be installed in connection with the completion of the Facility, pursuant to a Bill of Sale dated February 15, 2006 (the "Bill of Sale") from the Company to the Agency; and

WHEREAS, the Agency leases said Existing Facility to the Company together with the 2016 Facility pursuant to the terms and conditions contained in a First Amended and Restated Lease Agreement dated as of August 1, 2016 (the "First Amended and Restated Lease Agreement") between the Company and the Agency; and

WHEREAS, the Company subleases the Existing Facility to S.R. Sloan, Inc. (the "Sublessee") pursuant to a Sublease Agreement dated as of February 1, 2006 as amended by a First Amendment to Sublease Agreement dated as of August 1, 2016, and as the same may be further amended from time to time (collectively, the "Sublease Agreement"); and

WHEREAS, NBT Bank, National Association, a national banking association with a principal office at 52 South Broad Street, Norwich, New York 13815 (the "Bank") financed a portion of the cost of the Existing Facility by making a loan to the Sublessee in the original principal sum of \$2,740,000 secured by a Mortgage, Security Agreement and Assignment of Rents and Leases dated February 15, 2006 (the "Mortgage") from the Agency, the Company and the Sublessee to the Bank, which document was recorded in the Oneida County Clerk's Office; and

WHEREAS, the Bank financed a portion of the cost of the Project by making a construction loan to the Sublessee in the original principal sum of \$720,000.00 to be secured by (a) a Fee and Leasehold Construction Mortgage and Security Agreement dated on or about August 25, 2016 (the "Construction Mortgage") from the Agency, the Company and the Sublessee to the Bank, which document has been recorded in the Oneida County Clerk's Office and (b) a Commercial Security Agreement dated on or about August 25, 2016 (the "Security Agreement") from the Agency, the Company and the Sublessee to the Bank; and

WHEREAS, the Company has requested the Agency join in new security documents to consolidate the indebtedness secured by the Mortgage and the Construction Mortgage (the "Consolidated Loan"); and

WHEREAS, the Company is not requesting the Agency provide any financial assistance (within the meaning of Section 854(14) of the General Municipal Law) in connection with the Consolidated Loan; and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities which may arise in connection with the transaction contemplated by the Consolidated Loan; and

NOW, THEREFORE, BE IT RESOLVED by the Oneida County Industrial Development Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Agency hereby finds and determines:

(a) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(b) The Facility constitutes a "project", as such term is defined in the Act; and

(c) The continued operation of the Facility and the leasing and financing of the Facility to the Company will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of Oneida County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The continued operation and financing of the Facility is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

(e) It is desirable and in the public interest for the Agency to lease and finance the Facility; and

(f) The Mortgage Consolidation, Extension and Modification Agreement (the "Mortgage Consolidation Agreement") will be an effective instrument whereby the Agency and the Company consolidate their respective interests in the Construction Mortgage and the Mortgage to secure the Consolidated Loan; and

(g) The Consolidated Fee and Leasehold Mortgage and Security Agreement (the "Consolidated Mortgage") will be an effective instrument whereby the Agency and the Company mortgage to the Bank their respective interests in the Facility to secure the Consolidated Loan; and

(h) The Security Agreement (the "Security Agreement") from the Company, the Sublessee and the Agency to the Bank will be an effective instrument whereby the Agency, the Company and the Sublessee grant the Bank a security interest in the property described therein.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) execute, deliver and perform the Mortgage Consolidation Agreement; (ii) execute, deliver and perform the Consolidated Mortgage; and (iii) executed, deliver and perform the Security Agreement.

Section 3. The Agency is hereby authorized to grant a mortgage and assign its interest in the Facility to the Bank and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such grant of mortgage is hereby approved, ratified and confirmed.

Section 4. The form and substance of the Mortgage Consolidation Agreement, the Consolidated Mortgage (in substantially the form customary of the Bank, containing the Agency's standard exculpatory language, and subject to approval by agency counsel), and the Security Agreement, are hereby approved.

Section 5.

(a) The Chairman, Vice Chairman, Secretary or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the the Consolidated Mortgage, the Mortgage Consolidation Agreement, and the Security Agreement, with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Secretary or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "Closing Documents"). The execution thereof by the Chairman, Vice Chairman, or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, Secretary or member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement).

Section 6. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Closing Documents,

and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Closing Documents binding upon the Agency.

Section 7. This resolution shall take effect immediately.

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

I, the undersigned Secretary of the Oneida County Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Oneida County Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on the 18th day of November 2016 with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

That the Consolidated Mortgage, Mortgage Consolidation Agreement, and Security Agreement contained in this transcript of proceedings are in substantially the form approved by said meeting.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, (ii) pursuant to Sections 103a and 104 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout.

IN WITNESS WHEREOF, I have hereunto set my hand as of this ____ day of December 2016.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____

Shawna M. Papale, Secretary