

**Final Authorizing Resolution
99 Otis Street, LLC Facility**

Transcript Document No. []

Date: July 13, 2018

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York 13441 on the 13th day of July 2018, the following members of the Agency were:

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

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

Others Present: L. Ruberto, Bond, Schoeneck & King; M. Levitt, Levitt & Gordon; City of Rome Mayor J. Izzo; Bill Maxim, NE Regional Council of Carpenters

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 proposed financial assistance to 99 Otis Street, LLC.

The following resolution was duly moved, seconded, discussed and adopted with the following members voting:

Ferris Betrus voting aye;
Michael Fitzgerald voting aye;
David Grow voting aye;
Mary Faith Messenger voting aye;
Eugene Quadraro voting aye;
Steve Zogby voting aye.

RESOLUTION OF THE AGENCY AUTHORIZING THE AGENCY TO EXECUTE THE EQUIPMENT LEASE, THE LEASE AGREEMENT, THE PILOT AGREEMENT, THE ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT, THE LOAN DOCUMENTS AND RELATED DOCUMENTS WITH RESPECT TO THE 99 OTIS STREET, LLC FACILITY LOCATED IN THE CITY OF ROME, 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, 99 Otis Street, LLC, on behalf of itself and/or the principals of 99 Otis Street, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has applied to the Oneida County Industrial Development Agency (the "Agency") to enter into a sale-leaseback or lease-leaseback transaction in which the Agency will assist in the construction of a two-story, 32,110± square foot building (the "Improvements") situated on a 5.00± acre parcel of land located at the northeast corner of Hangar Road and Otis Street, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and acquisition and installation of equipment in the Improvements (the "Equipment"), all for the purpose of leasing the second floor (comprising 16,779± square feet) to New York State Technology Enterprise Corporation ("NYSTEC") and creating first-floor office suites for future technology tenants (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the construction and equipping of the Improvements is referred to as the "Project"); and

WHEREAS, the Company has requested the Agency provide financial assistance, consisting of exemptions from sales tax, exemptions from mortgage recording tax and abatement of real property taxes for a period of twenty (20) years, conditioned upon the Company maintaining (or causing NYSTEC to maintain) certain employment levels at the Facility, which is a deviation from the Agency's Uniform Tax Exemption Policy (the "Financial Assistance"); and

WHEREAS, The Financial Assistance constitutes a deviation from its Uniform Tax Exemption Policy (the "Policy") in the following respects:

The Company will pay no PILOT Payments on the portion of the Facility that is occupied by NYSTEC, as NYSTEC is tax-exempt. The Company will make the following fixed annual PILOT Payments on the balance of the Facility:

Exemption Year 1	\$7,778
Exemption Year 2	\$11,666
Exemption Year 3	\$15,555
Exemption Year 4	\$15,866
Exemption Year 5	\$16,184
Exemption Year 6	\$19,444
Exemption Year 7	\$19,833
Exemption Year 8	\$20,229
Exemption Year 9	\$20,634

Exemption Year 10	\$21,047
Exemption Year 11	\$23,333
Exemption Year 12	\$23,799
Exemption Year 13	\$24,275
Exemption Year 14	\$24,761
Exemption Year 15	\$23,333
Exemption Year 16	\$27,222
Exemption Year 17	\$27,766
Exemption Year 18	\$28,321
Exemption Year 19	\$28,888
Exemption Year 20	\$29,465
Exemption Year 21 and thereafter 100% of Exempt Taxes	

Such PILOT Payments shall be billed by the Taxing Authorities to the Company in the same proportion as taxes would have been billed but for the Agency's involvement, unless the Taxing Authorities have consented in writing to a specific allocation (For the purposes of preparing a PILOT bill, each Taxing Authority shall use the tax rate for the prior Exemption Year).

WHEREAS, by letter dated June 26, 2018, the Agency provided notice to each affected taxing jurisdiction of its intention to deviate from its Policy, describing how the Financial Assistance is a deviation from its Policy and the reasons why it is deviating from its Policy and provided each taxing jurisdiction the opportunity to comment on the same prior to or at this meeting; and

WHEREAS, the Agency owns the Land and leases it to Griffiss Local Development Corporation ("GLDC") pursuant to a lease agreement (the "GLDC Lease"); and

WHEREAS, the Company will lease the Equipment to the Agency pursuant to an Equipment Lease Agreement between the Company and the Agency (the "Equipment Lease"); and

WHEREAS, the Agency and GLDC will release the Land from the GLDC Lease and lease the Facility to the Company pursuant to a Lease Agreement from the Agency to the Company (the "Lease Agreement"); and

WHEREAS, the Company will sublease the Facility to NYSTEC for its operation pursuant to a sublease agreement (the "Sublease Agreement"); and

WHEREAS, the Company intends to finance a portion of the costs of the Facility by way of a loan from M&T Bank, National Association (the "Bank") to the Company, to be secured in part by a mortgage (or mortgages), an assignment of leases and rents and other security instruments the Bank may require (collectively, the "Loan Documents"); and

WHEREAS, the Agency by resolution duly adopted on June 15, 2018 (the "Inducement Resolution") decided to proceed under the provisions of the Act to lease the Facility and directed that a public hearing be held and enter into the Lease Agreement; and

WHEREAS, the Agency conducted a public hearing on July 12, 2018; and

WHEREAS, the Company represented in its Application for Financial Assistance (the "Application") that it would create (or would cause NYSTEC to create) 35 FTEs and retain (or cause NYSTEC to retain) 40 FTEs as a result of the Project and maintain all for the term of the Lease Agreement (the "Employment Obligation"); and

WHEREAS, by way of a letter dated July 10, 2018 (the "Amendment to Application"), the Company amended its Application to correct the employment figures contained in the Application, as they represented the project employment growth across New York State and not at the Facility, and projected that it would create (or would cause NYSTEC to create) 10 full time equivalent positions at the Facility prior to the conclusion of the third year of the Lease Term, 20 full time equivalent positions at the Facility prior to the conclusion of the tenth year of the Lease Term, retain (or cause NYSTEC to retain) the existing 25 full time equivalent positions at the Facility as a result of the Project and maintain all for the term of the Lease Agreement; and

WHEREAS, the Agency has agreed to maintain its leasehold interest in and grant the Financial Assistance with respect 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 Company and NYSTEC have agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities which may arise in connection with the Project and the Agency's leasehold interest in the Facility; 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 acquisition, construction and equipping of the Facility, the leasing of the Facility to the Company, the sublease of the Facility to NYSTEC and the Agency's Financial Assistance with respect thereto, 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 acquisition, construction, equipping and financing of the Facility and the Agency's Financial Assistance with respect thereto is reasonably necessary to induce the Company and NYSTEC to maintain and expand its business operations in the State of New York; and

(e) Based upon representations of the Company and Company's Counsel, the Facility conforms with the local zoning laws and planning regulations of Oneida County and all regional and local land use plans for the area in which the Facility is located; and

(f) It is desirable and in the public interest for the Agency to undertake the Project; and

(g) The Equipment Lease, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Company leases the Equipment to the Agency; and

(h) The Lease Agreement, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency leases the Facility to the Company;

(i) The PILOT Agreement, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Company and/or NYSTEC agree to make payments in lieu of taxes relating to the Facility; and

(j) The Environmental Compliance and Indemnification Agreement (the "Environmental Compliance and Indemnification Agreement") by and among the , NYSTEC and the Agency, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Company and NYSTEC agree to comply with all Environmental Laws (as defined therein) applicable to the Facility and will indemnify and hold harmless the Agency for all liability under all such Environmental Laws; and

(k) The Job Creation and Recapture Agreement (the "Job Creation Agreement") by the Company and NYSTEC for the benefit of the Agency, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument where the Company and/or NYSTEC agree to maintain the Employment Obligation and agree that the Financial Assistance is conditioned upon the Company's and/or NYSTEC's compliance therewith; and

(l) The Agency hereby amends the Employment Obligation to reflect the numbers presented in the Amendment to Application; and

(m) The Loan Documents, in forms satisfactory to the Chairman and Agency Counsel, will be effective instruments whereby the Agency grants the Bank a mortgage and security interest in and assigns its interest in related leases at the Facility.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) maintain its fee interest in the Land and release the Land from the GLDC Lease, (ii) acquire a leasehold interest in the Equipment pursuant to the Equipment Lease, (iii) execute, deliver and perform the Equipment Lease, (iv) lease the Facility to the Company pursuant to the Lease Agreement, (v) execute, deliver and perform the Lease Agreement, (vi) execute, deliver and perform the PILOT Agreement; (vii) execute, deliver and perform the Environmental Compliance and Indemnification Agreement; (viii) grant to the Bank a mortgage and security interest in and assign to the Bank its rights in any leases at the Facility; (ix) execute, deliver and perform the Loan Documents, subject to review and approval by Agency counsel; and (x) provide the Financial Assistance to the Company in support of the Project as conditioned by the Job Creation Agreement and amended Employment Obligation.

Section 3. The Agency is hereby authorized to maintain a fee interest in the real property described in Exhibit A to the Lease Agreement and acquire a leasehold interest in the personal property described in Exhibit B to the Lease Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 4. The form and substance of the Equipment Lease, the Lease Agreement, the PILOT Agreement, the Environmental Compliance and Indemnification Agreement and the Job Creation Agreement (each in substantially the forms presented to the Agency and which, prior

to the execution and delivery thereof, may be redated) are hereby approved. The form and substance of the Loan Documents are hereby approved, subject to the review and approval by Agency Counsel.

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 Equipment Lease, the Lease Agreement, the PILOT Agreement, the Environmental Compliance and Indemnification Agreement, the Job Creation Agreement and the Loan Documents, all in substantially the forms thereof presented to this meeting or in the forms to be approved by Agency Counsel, 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 (the "Agency"), DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Agency, including the resolutions contained therein, held on the 13th day of July 2018 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 Equipment Lease, the Lease Agreement, the PILOT Agreement, the Environmental Compliance and Indemnification Agreement, the Job Creation Agreement and the Loan Documents contained in this transcript of proceedings are each in substantially the form presented to the Agency and/or 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 13th day of July 2018.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Shawna M. Papale, Secretary