

Date: July 11, 2005

At a meeting of the Oneida County Industrial Development Agency, Oneida County, New York (the "Agency"), held at Oneida County Office Building, Utica, New York on the 11th day of July 2005, the following members of the Agency were:

Present:

R. Calli, Richard Fahy, Mike Fitzgerald, David Grow, Andy Ryan, Michael Valentine

Absent:

None

Also Present:

Shawna Papale, Mike Stephens, Joe Karam, Jim Castilla, Rob Duchow, Sarah Ouderkirk, Dan Guzewich

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 expansion of a certain industrial development facility more particularly described below (the 126 Business Park Facility).

The following resolution was duly moved by Mr. Fahy, seconded by Mr. Grow, discussed and adopted with the following members voting:

Aye:

R. Calli, Richard Fahy, Mike Fitzgerald, David Grow, Andy Ryan, Michael Valentine

Opposed:

None

RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE EXPANSION OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY FOR THE COMPANY AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS.

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, there was submitted to the Agency a proposal to undertake assistance to the Company in expansion of the Company's Facility which is currently leased by the Agency pursuant to a lease dated July 1, 1994 (the "Lease Agreement") said Facility being located in the City of Utica, County of Oneida, at 126 Business Park Drive, shown as tax map nos. 301.600 317-019-1-11 (the "Premises"), including the following as they relate to any acquisition, renovation and equipping of the facility expansion, whether or not any materials or supplies described below are incorporated into or become an integral part of the facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, demolition, construction, renovation and equipping, and (ii) purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the acquisition, demolition, construction, renovation and equipping and (iii) all equipment, machinery, and other tangible personal property (including installation costs with respect thereto), installed or placed in, upon or under such buildings (the "Facility"), to be covered by the Lease Agreement as amended by agreement to be dated as of a date to be determined (the "Lease Amendment Agreement"); and

WHEREAS, the Agency by resolution duly adopted on May 26, 2005 (the "Resolution") decided to proceed under the provisions of the Act and enter into the Lease Amendment Agreement providing for an extension of the lease term and a new PILOT Agreement to provide extended real property tax abatements (the "PILOT Agreement"); 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 Lease Agreement, Lease Amendment Agreement and the PILOT Agreement; and

WHEREAS, the Agency has itself determined that the proposed project is a Type II action and will not have a significant impact on the environment.

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 expansion of the Facility and the granting of assistance 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 expansion 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) Based upon representations of the Company, 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) The SEQRA findings adopted by the Agency on May 26, 2005 encompassed the actions to be undertaken by this resolution and no changes have been made since that time to the proposed action that would create new or increased adverse environmental impacts; and

(g) The Lease Agreement as amended by the Lease Amendment Agreement is an effective instrument whereby the Agency leases the Facility to the Company; and

(h) The Payment in Lieu of Tax Agreement (the “PILOT Agreement”), dated as of July 1, 2005 or such other date as the Chairman and Agency Counsel shall agree, between the Company and the Agency, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency and the Company set forth the terms and conditions of their Agreement regarding the Company’s payments in lieu of real property taxes; and

(i) The Environmental Compliance and Indemnification Agreement (the "Environmental Compliance and Indemnification Agreement"), dated as of November ____, 2005 by and between the Agency and the Company will be an effective instrument whereby the Company agrees 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

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) extend the term of the Lease Agreement pursuant to the Lease Amendment Agreement, (ii) execute, deliver and perform the Lease Amendment Agreement, (iii) execute, deliver and perform the PILOT Agreement, (iv) execute and deliver the Environmental Compliance and Indemnification Agreement; (vii) execute and deliver on behalf of the Agency all financing documents (without recourse to the Agency) as may be reasonably necessary to complete the expansion of the facility and as are approved by the Chairman and Agency counsel as to form and content.

Section 3. The Agency is hereby authorized to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such are hereby approved, ratified and confirmed.

Section 4. The form and substance of the Lease Amendment Agreement, the Environmental Compliance and Indemnification Agreement and the PILOT 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.

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 Lease Amendment Agreement, the PILOT Agreement, the Environmental Compliance and Indemnification Agreement and the financing documents, all in substantially the forms thereof presented to this meeting 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.

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 July 11, 2005 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.

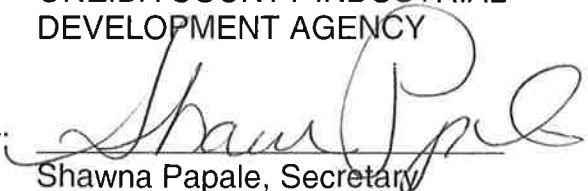
That the Lease Amendment Agreement, the Environmental Compliance and Indemnification Agreement, the PILOT Agreement referred to in this transcript of proceedings are each in substantially the form presented to the Agency and/or approved by said meeting.

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 November 16, 2005.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By:


Shawna Papale, Secretary