

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

(ONEIDA COUNTY, NEW YORK)

2013 REAL ESTATE LEASE

(GOODRICH CORPORATION FACILITY)

July 26, 2013

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Parties

Oneida County Industrial Development Agency	"Agency"
Goodrich Corporation, a UTC Aerospace Company, doing business by and through its Power Transmission Systems business unit	"Company"
New York Becknell Investors Two LLC	"Landlord"

INDEX TO TRANSCRIPT

<u>Index No.</u>	<u>Description of Documents</u>
1.	Lease Agreement (from Landlord to Company), together with all amendments and assignments
2.	(a) Company Lease (from Company to Agency) (b) Memorandum of Company Lease (c) NYS Form TP-584
3.	(a) Leaseback Agreement (from Agency to Company) (b) Memorandum of Leaseback Agreement (c) NYS Form TP-584
4.	(a) Payment-In-Lieu-of-Tax Agreement (among Agency, Landlord and Company) (b) NYS Form RP-412-a (Application for Real Property Tax Exemption by an Industrial Development Agency)
5.	Environmental Compliance and Indemnification Agreement (by Company)

6. Job Creation and Recapture Agreement (by Company)
7. UCC-1 Financing Statements
8.
 - (a) Inducement Resolution
 - (b) Notice of Public Hearing
 - (c) Minutes of Public Hearing
 - (d) Notices to Affected Taxing Jurisdictions and affidavit of mailing
9. Inducement Agreement
10. Authorizing Resolution
11. Closing Certificate of the Agency
12. Closing Certificate of the Company
13. Opinion of Agency Counsel
14. Opinion of Transaction Counsel
15. Opinion of Company Counsel

LEASE

BECKNELL L.L.C.

LESSOR

AND

Lucas Western Inc.

LESSEE

ROME, NEW YORK

LEASE

THIS AGREEMENT OF LEASE ("Lease") made and entered into this 20th day of APRIL, 2001, by and between BECKNELL L.L.C., an Illinois Limited Liability Company, hereinafter called "Lessor" and LUCAS WESTERN INC, a Delaware Corporation, hereinafter called "Lessee".

WITNESSETH:

1. **PREMISES:** Lessor, in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by Lessee and upon the conditions hereinafter set forth, does hereby lease to Lessee certain premises consisting of approximately 110,000 total square feet, and surrounding land, consisting of approximately 10.375 acres located in the City of Rome and State of New York, together with all rights, privileges, easements and appurtenances on or benefiting the premises described as: See attached Exhibit "A" ("Premises").

2. **CONSTRUCTION:** Upon satisfaction of the contingency contained in Paragraph 31, Lessor shall proceed diligently to construct a building and improvements in accordance with plans to be prepared by Lessor at Lessor's expense according to building specifications to be provided to Lessor by Lessee. Regarding fire protection, the specifications shall be according

to the standards of Factory Mutual Systems, Lessee's insurer, and the building and improvements must also meet NFPA standards and NFPA Engineering must be consulted prior to the parties approving the building plans and specifications. The parties agree to approve the exact building plans and specifications before the Contingency Date provided in Paragraph 31 below. If the plans or specifications are not agreed upon by the parties prior to such date, then either party may terminate upon notice to the other. The parties agree to approve plans and specifications that are substantially similar to the plans and specifications shown and in accordance with the Schedules on the attached Exhibit "B". Upon both parties approving the final plans and specifications, the parties agree to incorporate the final plans and specifications herein by reference as Exhibit "C".

Lessor has inspected, or will have inspected prior to commencement of construction, the location of the Premises and has satisfied itself as to the condition thereof, including, without limitation, all structural, surface and subsurface conditions and any additional expenses due to such conditions shall be at Lessor's expense. The construction shall be completed on or before October 31, 2001, unless said work is delayed by causes beyond the control of Lessor, i.e. Lessor cannot perform a part of the work due to causes which are

outside its control and the events could not be avoided by exercise of due care, including, but not limited to, earthquakes, flood, civil commotion, riots, fire, or Acts of God. (a "Force Majeure Event"). Notwithstanding anything herein to the contrary, a Force Majeure Event shall not include or consist of weather related conditions of a nature indigenous to the geographical region in which Rome, New York is located but shall include extraordinary weather conditions.

All work shall be done in a good and workmanlike manner in compliance with all building, zoning and land use ordinances of Rome, New York, and shall comply with all applicable laws and regulations of the federal, state or any other governmental authority having jurisdiction over the Premises in effect at the Commencement Date as defined in Paragraph 3 below. Lessor shall obtain necessary approvals of governmental authorities having jurisdiction over the Premises. Lessor shall, at its own expense, procure all certificates of inspection, use, occupancy, permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful construction of the building and improvements. Certificates of inspection, use and occupancy shall be delivered to the Lessee upon Substantial Completion. Design services shall be performed by qualified architects, engineers and other professionals selected and paid by the Lessor. Construction services shall be

performed by qualified construction subcontractors and suppliers, selected and paid by Lessor.

Lessee shall have the right to inspect any materials, equipment, specifications or drawings prepared by Lessor, its consultants or subcontractors. Any inspection or review, or approval upon inspection or review, by the Lessee of such items, or any failure by the Lessee to so inspect or review, shall not be deemed an acceptance of defective design, materials or equipment, nor shall such inspection, review or failure to inspect or review relieve Lessor of its obligations under this Lease.

The Lessor represents and warrants that all materials and equipment incorporated in the building and improvements will be new, and the building and improvements shall be of good quality, free from faults and defects and in accordance with the plans and specifications and all applicable building codes, zoning ordinances, and environmental laws.

Lessee may at any time, but only by written change order, make changes in the plans or specifications in Exhibit "B". Lessee shall be responsible for paying reasonable increases in costs and shall receive a credit for decreases in costs due to change orders in the plans and specifications after the same have been approved. Decrease in cost shall first be off set gains any increases, if there is a net decrease then the

decrease will be incorporated into the rent. All change orders shall be in writing, addressing both time delays and changes in rental costs, and shall be signed by both Lessor and a duly authorized representative of Lessee.

Lessor shall be responsible for developing, implementing, maintaining and supervising all safety precautions and programs in connection with the construction of the building and improvements. Lessor shall take all reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to employees on the Premises and other persons who may be affected thereby; the building and improvements and materials and equipment to be incorporated therein; and other property at or adjacent to the Premises.

If any portion of the building or improvements should be covered contrary to the request of Lessee or to requirements of the plans and specifications and if Lessee has a reasonable belief and evidence that a problem exists, if requested by the Lessee to do so, Lessor shall uncover and thereafter replace such portions for the Lessee's inspection, all at Lessor's expense. If any other portion of the building or improvements has been covered, if Lessee has a reasonable belief and evidence that a problem exists, Lessee may require Lessor to uncover such portions for Lessee's observation. If such portion of the building or improvements is free from defect and in accordance

with the plans and specifications, the cost of uncovering and replacement shall be charged to Lessee. Otherwise, Lessor shall pay such costs. Lessor shall promptly correct any portion of the building or improvement found to be defective or failing to conform to the plans and specifications, whether observed before or after Substantial Completion.

3. TERM AND QUIET ENJOYMENT: The term of this Lease shall commence ("Commencement Date") on the date the improvements are substantially complete. Substantial Completion shall be the date that: (A) That all required governmental approvals and a certificate of occupancy (permanent or temporary, provided the Premises are functional for Lessee's intended use and beneficial occupancy in the case of a temporary Certificate of Occupancy) has been issued for the Premises and delivered to Lessee, and (B) Lessor's architect issues a certificate of substantial completion.

Within fifteen (15) days of Lessee's receipt of said certificate, Lessee may prepare a "Punch List" of items which have not been completed in accordance with the Plans and Specifications. Notwithstanding anything contained in this Lease to the contrary, this Lease shall not commence until any items on said Punch List which have a material impact on Lessee's use and occupancy of the Premises are completed. All items on said Punch List, regardless of nature, shall be

completed by Lessor within thirty (30) days of receipt thereof. In no event shall this Lease commence until Lessee may legally occupy the Premises.

Unless delayed by a Force Majeure Event, in the event that the Commencement Date of this Lease is delayed beyond January 31, 2002, and provided that said delay is not caused by Lessee, Lessee shall be given one (1) day of rent free for every day of delay beyond January 31, 2002 continuing until the building is completed to be credited to Lessee when Lessee's obligation to begin paying rent commences. In addition, unless delayed by the construction of any roadways necessary for access to the Premises, or related public utilities, to be constructed by Lessor, in the event that the Commencement Date of this Lease is delayed beyond February 28, 2002, Lessor shall indemnify Lessee for direct and reasonable expenses incurred as a result of the delay, such as expenses incurred to protect its customers program deadline, not to exceed, however, \$1,000.00 per day. The Commencement Date shall be delayed until Lessor delivers possession of the Premises to Lessee (after having achieved Substantial Completion) and the Term shall then be extended for a period equal to the delay in delivery of possession of the Premises to Lessee. If applicable, Lessor and Lessee shall, execute an amendment to this Lease setting forth the actual Commencement Date and expiration date of the Lease. Failure to

execute such amendment shall not affect the actual Commencement Date and expiration date of the Lease.

In the event that the Commencement Date of this Lease is delayed beyond March 31, 2002, but except to the extent that such delay was, caused by Lessee, Lessee may terminate this Lease upon written notice to Lessor with no further obligations hereunder. In such event, Lessor shall indemnify Lessee for direct expenses incurred as a result. Except as provided above, in no event shall Lessor be liable for consequential, incidental or punitive damages caused by delay in construction.

The Lease shall extend fifteen years from the last day of the month in which the term commenced ("Initial Term"). Provided Lessee does not interfere with or interrupt Lessor's construction of the building and improvements, Lessee may enter the Premises prior to the Commencement Date to install Lessee's equipment and any other items required by Lessee which are not Lessor's responsibility.

Anything herein to the contrary by specific provision or by implication notwithstanding, the term of this Lease shall not commence until a joint physical survey and inspection report of the Premises has been made, reflecting the present condition of the Premises, and will be signed on behalf of the Lessor and Lessee. Promptly upon the termination of this Lease, whether by term as herein provided or otherwise, another joint physical

survey and written inspection report on the Premises shall be made to determine whether any damages, other than ordinary wear and tear occurred to the same while this Lease was in effect, and to reflect the then present condition. Such report shall be signed by both parties, and each party shall return a manually signed copy of the report to the other. This signed report shall be conclusive evidence as to the condition of the Premises on the date the Lease was terminated and possession of the Premises was actually or constructively returned to the Lessor. In the event of any dispute as to the contents of the report or the condition of the Premises, the parties will endeavor to resolve such dispute in an equitable and amicable manner. In the event no survey is performed and no report is rendered by the parties within thirty (30) consecutive days from the date of termination of this Lease, it shall be conclusively presumed that the Premises, at the time of surrender, was in good order, condition and repair.

During the Initial Term and any Renewal Term, Lessor covenants and guarantees Lessee quiet enjoyment of the premises.

4. **RENT:** During the Initial Term, Lessee shall pay rent to Lessor in the amount of Fifty Five Thousand Five Hundred Fifty Dollars(\$55,550.00) per month ("Rent"). Each installment of Rent shall be paid on the first day of each month of the Lease term without demand. On the commencement date of the sixth

year of the initial term the rent shall be increased to Sixty One Thousand One Hundred Forty One and 67/100 Dollars(\$61,141.67) per month. On the commencement date of the eleventh year of the initial term the rent shall be increased to Sixty Seven Thousand Three Hundred Seventy Five Dollars (\$67,375.00) per month.

In addition to the Rent, Lessee shall pay to Lessor each month and with each payment contemplated hereby a sum equal to any sales or use tax, tax on rentals, and any other charges, taxes and/or impositions, now in existence or hereafter imposed by any governing body based upon the privilege of renting the Premises or any portion thereof or upon the amount of rent collected therefor. Nothing herein shall, however, require Lessee to pay any part of any federal, State or local income, franchise, estate or inheritance taxes imposed upon Lessor or any taxes or charges of any nature covering a period of time prior to or after the term of this Lease.

5. **TAXES:** Lessee shall pay when due all real estate taxes and assessments (or payments in lieu of) assessed (including owners association assessments) imposed or levied against the above-described Premises during the Term or any extended Term hereof, subject to a proportionate adjustment in the first and last years for the portion of such years not included in the Initial Term or any extended Term of this Lease.

Lessee shall promptly upon payment of the taxes and assessments send Lessor copies of the tax receipts or other proof of payment. Lessor will promptly deliver to Lessee copies of any such notices for payment for which Lessee is responsible if received by Lessor. Lessee reserves the right to contest said real estate taxes and assessments, in which Lessor agrees to cooperate, and any refunds resulting therefrom shall be the property of Lessee. Lessor represents that as of the date of this Lease, the only known owner's association assessments are: \$16,500.00 per year.

Any special assessments that can be paid over time rather than in a lump sum shall be paid over time and amortized over as long a period as is permitted by law. Any special assessments imposed during any year of the Lease or any extension shall be equitably prorated to reflect the benefits of the assessments accruing after the end of the Term; subsequent extension of the Term shall nullify this provision.

6. **PROPERTY INSURANCE:** Lessee shall at its sole expense procure and maintain during the Term hereof fire casualty and standard form extended coverage insurance in an amount sufficient to cover full replacement cost of the building and improvements, exclusive of the cost of excavations, foundations, and footings, underground utilities, architectural and engineering fees, land and the cost of sand, gravel and other

fill materials. Said insurance shall name Lessor and Lessor's mortgagee as additional loss payees and the certificate shall state that Lessor shall receive 30 days notice of cancellation provided that any mortgage on the Premises provides that proceeds from said insurance shall be used for restoration of the Premises. Upon request, Lessee shall furnish Lessor a certificate of such insurance. Lessor or Lessor's contractor shall procure and maintain builder's risk insurance during construction. Notwithstanding anything to the contrary set forth in this Lease, Lessee shall have the right to self-insure any or all of the risks required to be insured against by Lessee under this Lease so long as the Lessee's senior debt credit rating from either Moody's Investors Service or Standard and Poor's is "investment grade".

7. **UTILITIES**: During the Initial Term and any extended Term Lessee shall pay all charges for heat, electricity, and other public utilities incurred by the Lessee in the use of the Premises, including sewer user fees and sanitary charges, subject to proportionate adjustment for the first and last years for the portion of such years not included in the initial Term or any extended Term of this Lease. Lessor will promptly deliver to Lessee copies of any such notices for payment it receives.

8. **SUBORDINATION:** Lessee will, upon written demand by Lessor, execute such instruments as may be required to subordinate the rights and interests of the Lessee hereunder to the lien of any mortgage at any time placed on the land of which the Premises are a part, provided, however, that (a) such subordination shall expressly not affect Lessee's right to exclusive possession of the Premises upon all of the terms hereof, as well as Lessee's other rights under the Lease including but not limited to its Right of First Offer and its Option to Purchase, so long as Lessee is not in default in the payment of Rent hereunder and (b) the mortgage or lien holder to which Lessee's rights and interest are being subordinated contemporaneously enters into a non-disturbance agreement that is in form and content reasonably acceptable to Lessee.

9. **MAINTENANCE:** During its occupancy of the Premises under the terms of this Lease, Lessee shall maintain the interior of the Premises, including entrance doors and door jambs (both inside and outside), ceiling tile, windows and window casings and sills (both inside and outside) and plate glass, and shall be responsible for all maintenance and repairs on the mechanical equipment, including the plumbing, heating, ventilating, air conditioning, and electrical systems. Lessee shall also maintain in good condition the parking lot and

landscaping (maintenance of the parking lot shall include stripping, cleaning, sealing and minor patching).

Maintenance and repairs concerning structural issues relating to the outside and load-bearing walls, the roof, roof trusses, foundation and other structural components and members shall be Lessor's responsibility. Lessor shall be responsible for repairs to the concealed underground plumbing and wiring, public utility lines and the parking lot provided that Lessor shall not be responsible for repairs or maintenance resulting from Lessee's negligence or misuse.

If Lessee or Lessor refuses or neglects to make repairs and/or refuses to maintain the Premises or any part thereof in a manner reasonably satisfactory to the other, then Lessor or Lessee, as the case may be, shall have the right upon giving the other fifteen (15) days written notice of election to do so, to make such repairs or perform such maintenance on behalf of and for the account of the other. In such event, such work shall be paid for by the other within ten (10) days upon receipt of the bill therefore.

Notwithstanding any of the foregoing provisions of this Paragraph 9, any latent or non-latent defect, regardless of its nature, which becomes apparent during the first year of the Lease shall be repaired by Lessor at Lessor's expense. Notwithstanding anything contained herein to the contrary,

Lessor shall make available to Lessee, and Lessee shall receive full benefit of, any manufacturers' extended warranties/guarantees associated with any component(s) of the Premises, structural or non-structural, including mechanical systems.

Lessor will obtain a fifteen (15) year warranty in favor of Lessor and Lessee covering the materials and any workmanship of the roof.

Notwithstanding anything contained herein, Lessor shall make all repairs, changes, alterations and additions which may be required by any laws, ordinances, orders, regulations and requirements of any governmental authorities having jurisdiction over the Premises, except that the Lessee shall make all such repairs, changes, alterations and additions required because of any specialized use made of the Premises by Lessee, any unlawful action or any negligence of Lessee or any breach or default by Lessee under this Lease.

10. ABANDONMENT; PARK AND OWNERS ASSOCIATION. Lessee shall not permit the accumulation of waste or refuse matter on the Premises. Lessee shall not abandon the premises but may discontinue its operations and conduct of business on the Premises. Lessee shall be subject to all rules and regulations of the park and owners association and shall promptly pay all assessments of such association, as limited in Paragraph 5 above. As of the date of this Lease, to the best of the parties

knowledge, the rules and regulations are as on the attached Exhibit "D".

11. ALTERATIONS: Lessee shall not make any alterations in or additions to the Premises, or make any contract therefor without first procuring Lessor's written consent, which consent will not be unreasonably withheld or delayed, provided that Lessee may make non-structural alterations without Lessor's consent. All alterations, additions, improvements and fixtures, (except Lessee's trade fixtures, partitions, furniture, office equipment, machinery and equipment and other movable items paid for by Lessee, all of which shall remain the property of and may be removed by Lessee) shall become the property of Lessor, and shall remain upon and be surrendered with the Premises on the expiration or earlier termination of the Lease without compensation or credit to Lessee; provided, that if on said expiration or termination, or within thirty (30) days thereafter, Lessor so directs by written notice to Lessee, Lessee shall promptly remove the additions, improvements, fixtures, and installations which were placed in the Premises by Lessee and which are designated in said notice, and repair any damage occasioned by such removal, ordinary wear and tear excepted, and in default thereof, Lessor may effect said removals and repairs at Lessee's expense. All trade fixtures not

removed by Lessee within thirty (30) days of the receipt of a written request from Lessor shall become the property of Lessor.

12. WAIVER OF SUBROGATION: Lessor and Lessee each hereby waive any and all right of recovery, claim, action or cause of action against the other, its agents, directors, officers and employees for any loss or damage (including loss of use thereof) that may occur to the Premises or any improvements, or to the Building or any improvements thereto, or any personal property of such party in the Premises or the Building by reason of fire, the elements or any other cause which is insured against under the terms of any insurance policies regardless of cause of origin including negligence of the other party hereto, its agents, directors, officers or employees. Such waiver also applies to any such loss that would, but for the deductible, be covered by such insurance policies. This waiver provided in this Paragraph 12 is conditioned upon (1) the loss being collected from the insurance company and (2) the inclusion in the policy of a provision whereby any such release shall not adversely affect the policy of insurance or releasing party's right to recover thereunder.

13. CONDEMNATION: If the whole of the Premises hereby demised shall be taken or condemned by any competent authority for any public use or purpose, then the term hereby granted shall cease on the day prior to the vesting of title in such

authority, or taking of possession or on the day Lessee is required to vacate the Premises because of the condemnation, (whichever occurs first) and Rent hereunder shall be paid and adjusted as of that day.

If a portion of said Premises, including the parking lot, shall be taken and, as a result thereof, Lessee's use of the premises is adversely affected, then, and in that event, Lessee may either cancel or terminate this Lease as of the date when the part of the Premises so taken shall be required for such public purpose, or Lessee may continue to occupy the remaining portion, provided, however, Lessee shall give written notice to Lessor, within thirty (30) days after the date of such vesting of title, of its election. In the event Lessee shall remain in possession and occupation of the remaining portion, all the terms and conditions of this Lease shall remain in full force and effect with respect to such remaining portion, except that the Rent reserved to be paid hereunder shall be equitably reduced according to the amount and value of such remaining space as agreed by the parties; and provided further that Lessor shall, at Lessor's own expense, promptly and with all reasonable diligence (subject to strikes, lockouts, inability to procure material and labor in the free market, governmental restrictions, fire, the elements and other extraordinary conditions beyond Lessor's reasonable control) do such work as

to make a complete architectural unit of the remainder of the Premises, and this Lease shall continue for the balance of its term, subject to the terms and conditions herein stated.

Except as to any amount relating to trade fixtures or personal property installed by Lessee, the entire award for damages or compensation for the Premises taken, or the amount paid pursuant to private purchase in lieu thereof, whether such condemnation or sale be total or partial, shall belong to and be the property of Lessor, and Lessee hereby assigns to Lessor any and all such award or purchase price. Nothing herein contained shall be deemed or construed to prevent Lessee from interposing and prosecuting in any condemnation proceeding a claim for the value of any trade fixtures or personal property installed in the Premises by Lessee, moving expenses, and in the case of a partial condemnation of the Premises, the cost or damage sustained by Lessee as a result of the interruption of or damage to Lessee's business.

If during the Initial Term (i) a portion of the Premises is taken or condemned and such taking or condemnation gives rise under this Paragraph 13 to a right of cancellation or termination in Lessee or (ii) the whole of the Premises is taken, Lessee shall have the right to exercise its Option to Purchase the Premises pursuant to Section 14 below. Such Purchase option shall be exercised by Lessee giving written

notice to Lessor within thirty (30) days of the date that notice of such taking or condemnation is given to Lessee by Lessor. The Price shall be determined in accordance with the formula set forth in Paragraph 14 except that "Market Value" shall be determined as the date of such notice or condemnation given by Lessor to Lessee hereunder and the minimum amount, as established by the schedule in Paragraph 14, shall be determined by taking the minimum amount for the "End of Year" for the year immediately prior to the year in which the notice is given calculated on a pro-rata basis to the date of such notice. For example, if a notice of taking or condemnation is given to the Lessee by Lessor on the 90th day of the second lease year the minimum amount would be \$7,475,342.70 determined by taking \$7,500,000.00 (the minimum amount at the end of Year 1) decreased by \$2,657.30 computed by taking the decrease in the minimum amount for Year 2 of \$100,000.00 and prorating it (based on a 365 day year), at the rate of \$273.97 per day. In the event the Premises is purchased by Lessee pursuant to Lessee's Option To Purchase, all of the condemnation and taking proceeds shall be payable to Lessee. If the Option To Purchase is exercised by Lessee, the remaining terms and provisions of Paragraph 14 shall be applicable to the purchase and sale of the Premises.

14. OPTION TO PURCHASE: At the end of each year of the Initial Term hereof, provided this Lease is in effect and provided Lessee is not in default in the payment of Rent hereunder, Lessee shall have the option to purchase the Premises ("Purchase Option").

Such Purchase option shall be exercised by Lessee by giving written notice to Lessor at least 120 days prior to the end of the lease year. If the Purchase Option is exercised, the price ("Price") shall be determined as follows:

Lessor and Lessee shall each, within fifteen (15) business days after delivery of such notice, appoint an independent, licensed MAI appraiser having experience in the appraisal of industrial buildings in the geographical area of Rome, New York, and deliver written notice of such appointment to the other party hereof, and each appraiser shall independently determine the Market Value of the Premises. If either party shall fail so to deliver notice of such appointment within such fifteen (15) business day period, the MAI appraiser appointed by the other party shall appoint a second independent, licensed MAI appraiser within fifteen (15) days after such failure at the sole expense of the party that failed to make such appointment. The appraisers shall render their opinions within thirty (30) days after their appointment and upon the determination of the Market Value by each appraiser, the Market Value shall be calculated as

the mean average of such two figures; provided, however, that in the event the higher of the two figures shall deviate by more than 10% from the lower figure, then the two appraisers shall select a third independent licensed MAI appraiser who shall also independently determine the Market Value within thirty (30) days after his appointment. With the appointment of and determination of Market Value by the third appraiser, the Market Value shall be calculated as the mean average of the two closest appraisals. Each appraiser, whether designated by Lessor, Lessee, or others shall have at least ten (10) years' experience in the appraisal of industrial buildings in the Rome, New York, area and shall not be affiliated with either Lessor or Lessee. The decision of the process shall be binding upon the parties and enforceable by a court of competent jurisdiction. Unless otherwise specified herein, each party shall bear the cost, if any, of the MAI appraiser designated by such party, and the cost of the third appraiser, if any, shall be borne 50% by Lessor and 50% by Lessee. For purposes of this Paragraph 14, Market Value shall be defined as the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the Buyer and the Seller each acting prudently, knowledgeably, and

for self interest, and assuming that neither is under undue duress. The Price shall be Market Value or the following amounts, whichever is greater:

End of Year 1: \$7,500,000 or market value, whichever is greater
End of Year 2: \$7,400,000 or market value, whichever is greater
End of Year 3: \$7,300,000 or market value, whichever is greater
End of Year 4: \$7,200,000 or market value, whichever is greater
End of Year 5: \$7,100,000 or market value, whichever is greater
End of Year 6: \$7,000,000 or market value, whichever is greater
End of Year 7: \$6,900,000 or market value, whichever is greater
End of Year 8: \$6,800,000 or market value, whichever is greater
End of Year 9: \$6,650,000 or market value, whichever is greater
End of Year 10: \$6,450,000 or market value, whichever is greater
End of Year 11: \$6,250,000 or market value, whichever is greater
End of Year 12: \$6,050,000 or market value, whichever is greater
End of Year 13: \$5,850,000 or market value, whichever is greater
End of Year 14: \$5,600,000 or market value, whichever is greater
End of Year 15: \$5,350,000 or market value, whichever is greater

If the purchase Option is exercised, Lessee shall pay Lessor the Price within ninety (90) days of the exercise of the Purchase Option or upon determination of the Price, whichever occurs later, upon delivery of good, sufficient and marketable warranty deed subject only to the then current year's real

estate taxes and utilities easements and restrictions set forth in Exhibit "E" attached hereto and made a part hereof. Lessor, at Lessor's expense, shall provide Lessee an owner's title insurance policy issued by Chicago Title and Trust Company, or other reputable title insurance company in the amount of the Price, subject only to the foregoing. During the Initial Term or any Renewal Term hereof, Lessor shall not encumber the Premises with any mechanic's liens, easements, licenses or rights-of-way without Lessee's consent, and any attempt to do so shall be void and of no force and effect and any such encumbrances shall be removed at Lessor's sole expense. Any mortgage(s) on the premises shall be made by an institutional lender on its standard form, and shall in the aggregate not exceed an amount equal to 80% of the market value of the premises. Any such mortgage(s) which in the aggregate exceed 80% of the market value of the premises shall require the consent of Lessee which consent will not be unreasonably withheld unless the mortgages in aggregate exceed 90% of the fair market value of the premises in which event such consent may be withheld for any reason. The Price payable by Lessee pursuant to this Paragraph 14 shall be on a free and clear basis, without exception for any financial liens, or for any title objections other than those set forth in Exhibit "E" and any other title

objections subject to which Lessee may elect to acquire the Premises.

If Exhibit "E" is not available upon execution of this Lease, the parties agree to approve Exhibit "E" on or before the Contingency Date contained in Paragraph 31 hereof. The parties agree to approve any title objections except those which materially affect the marketability of the title or materially affect the use and enjoyment of the Premises by Lessee.

15. RIGHT OF FIRST OFFER: In the event that Lessor determines to sell the Premises during the Initial Term or any Renewal Term hereof, and provided this Lease is in effect and Lessee is not in default of payment of rent beyond any applicable cure period, then Lessee shall have a right of first offer to purchase the Premises on the terms and conditions set forth in this Section 15. Prior to offering the Premises for sale to any party, Lessor shall submit to Lessee a "Term Sheet" setting forth all of the material terms and provisions pursuant to which Lessor intends to sell the Premises including, but not limited to, the price and payment terms, the amount of any earnest money deposit, the date of closing, the contingencies to closing and the relevant time periods in connection with such contingencies. The Term Sheet shall be submitted by Lessor to Lessee together with Lessor's written offer (which offer shall refer to this Section 15 of the Lease) offering to sell the

Premises to Lessee in accordance with the terms and provisions of the Term Sheet. Lessee shall have a period of ten (10) business days from and after receipt of such notice and offer to accept such offer. If Lessee fails to accept such offer within such ten (10) business day period, Lessee shall be deemed to have rejected the offer. If the offer is accepted, then Lessee and Lessor shall enter into a Purchase Agreement for the Premises in accordance with the terms and provisions of the Term Sheet and such other terms and provisions as are customarily included in a purchase agreement for the purchase of a facility similar in size, nature, quality and location as that of the Premises. If the offer is not accepted by Lessee (or if Lessee is deemed to have rejected the offer by reason of Lessee's failure to timely accept the Offer as provided above) then Lessor may sell the Premises free of Lessee's right of first offer hereunder for a period of two hundred and seventy (270) days after the expiration of the ten (10) business day notice period provided that any such sale is for a price and on terms and conditions that are not more favorable to the purchaser than those offered to Lessee. A purchase price that is equal to or greater than 90% of the purchase price offered to Lessee shall not be deemed to be "more favorable" to the purchaser. In the event Lessor does not sell the Premises within such two hundred and seventy (270) day period, then the terms and provisions of

this Section 15 shall become applicable once again to any proposed sale of the Premises.

16. LIABILITY INSURANCE: Lessee and Lessor shall not do anything which will in any way impair the reasonable obligation of any policy of insurance upon the Premises. Subject to Lessee's right to self-insure under this Lease, Lessee shall procure and maintain at Lessee's own cost and expense policies of insurance insuring Lessee against public liability, covering the Premises and the use and operation thereof, with limits of not less than \$1,000,000.00 combined single limit for bodily injury and property damage. Certificates of insurance for such policies shall be deposited with Lessor upon request and shall state that Lessee's insurer shall endeavor to provide 30 days notice of cancellation. Lessor and Lessor's mortgagee shall be included as an Additional Insured on the Certificate of Insurance as respects liability arising from the negligence of Lessee.

17. INDEMNIFICATION: Lessee agrees to indemnify and save harmless Lessor from and against all claims of whatever nature arising from any wrongful act or omission or negligence of Lessee or Lessee's agents, servants or employees, for personal injury or damage to the property of any person occurring during the term hereof in or about the Premises, except however to the extent such claims arise from any act, omission, or negligence

Default"), or if by reason of the nature thereof, said event cannot with due diligence be wholly cured within said period of thirty (30) days, if Lessee shall fail to commence the curing thereof within such 30-day period and thereafter proceed diligently to cure the same:

(a) The making by Lessee of an assignment for the benefit of creditors;

(b) The levying of a Writ of Execution or Attachment on or against the property of Lessee, and failure to have the same discharged within 30 days;

(c) The taking of any action for voluntary dissolution of Lessee;

(d) The doing or permitting to be done by Lessee of any act which creates a mechanic's lien or claim therefore against the land or building of which the premises are a part, and failure to have the same discharged within Sixty (60) days.

(e) The failure of Lessee to pay an installment of Rent when due;

(f) If proceedings are instituted in a court of competent jurisdiction for the adjudication as a bankrupt or insolvent or for the appointment of a receiver of the property of Lessee, and said proceedings are not dismissed within thirty (30) days after the institution of said proceedings;

(g) The failure of Lessee to perform any other of its covenants hereunder for thirty (30) days.

Upon the termination of the Lease, as aforesaid, Lessor may re-enter upon the Premises with process of law, and remove all persons and chattels therefrom, and Lessor shall not be liable for damages or otherwise by reason of such re-entry or termination of the term of this Lease. Notwithstanding such termination, the liability for the Rent and other monetary obligations of Lessee provided shall not be extinguished for the balance of the term remaining. Lessor shall be entitled to recover monthly as it becomes due, the difference between the Rent specified herein and that obtained by reletting the Premises. Nothing, in this Paragraph 21 shall be construed as relieving Lessor from its obligations herein and Lessor shall have the duty to mitigate damages.

In the event Lessor defaults on its obligations on this Lease and after receiving notice from Lessee of such default, if Lessor does not commence the cure of default within 30 days of such notice, then Lessee may cure the default and offset the expense of the cure against the rent or any other monetary obligation of Lessee due or payable hereunder. Lessee shall be subrogated to the rights of Lessor with respect to any obligations of third parties necessary to cure the default. Lessee shall not exercise this right of offset if the parties

have a reasonable dispute as to a maintenance or repair item being Lessor or Lessee's responsibility.

In the event Lessor defaults on its obligations hereunder to maintain the structural integrity of the building and Lessor after notice of such from Lessee fails to promptly commence cure of the default, and Lessee is unable to occupy or use the premises for its intended use, then Lessee at its option may terminate this Lease upon 30 days final notice to Lessor.

Any references in this Lease to "defaults of Lessee" or "defaults of Lessor" shall refer only to material defaults as defined in this Paragraph 21.

22. EXPENSES UPON DEFAULT: In the event either Lessor or Lessee shall at any time be compelled to pay any sum of money or do any act which will require the payment of any sum of money or incurs any expense, including reasonable attorney's fees, for instituting or prosecuting any action or proceedings to enforce said party's rights hereunder, the sum or sums so paid by said party shall be deemed damages in favor of said party against the party in default, and shall be due and payable forthwith.

23. HOLDOVER: At the end of the Initial Term or any Renewal Terms thereof, Lessee will yield up possession to Lessor, and failing so to do, this Lease shall continue as a month to month tenancy. All terms of this Lease shall remain in

full force and effect and shall be cancelable by either party upon 30 days written notice.

24. NOTICES: Any notice under this Lease shall be deemed sufficiently given if sent by certified mail to Lessee at c/o Robert Fulton, VP-Law, TRW Aeronautical Systems, Stratford Road, Solihull, West Midlands, United Kingdom, B90 4LA (Telephone: 011-44-121-451-5711) with a copy to TRW Inc., 1900 Richmond Road, Cleveland, OH 44124 Attn. General Counsel (Telephone: 216-291-7000) and to Lessor at the address then fixed for the payment of Rent. Either party may designate a different address to which notices shall be sent by providing written notice to the other. Notices shall be deemed given the day of receipt thereof.

25. ADDRESS FOR RENT PAYMENT: The Rent payable hereunder shall be made payable to "Becknell L.L.C." and shall be forwarded to the following address: P.O. Box 1550, Champaign, IL 61824-1550.

26. RENEWAL OPTIONS: Provided that Lessee is not in default in the payment of rent, or any other monetary obligation, beyond any applicable cure period, Lessee may extend the term of this Lease and the provisions hereof for two (2) five-year Renewal Terms. Lessee may exercise the Renewal Options hereunder by notifying Lessor in writing at least 120 days prior to the expiration of the then current Term. The

Renewal Terms shall be on the same terms and conditions as herein, except that Rent during the Renewal Terms shall be increased by the same percentage of increase that the C.P.I. (all city index) published for the month of the commencement date of the Renewal Term has increased over the C.P.I. published for the month 60 months prior to said commencement date. In no event shall any Rent increase computed in accordance with this Paragraph 26 exceed ten percent (10%). In the event there is no increase in rent as set forth above as of the commencement date of any Renewal Term, the Rent for said Renewal Term shall remain at the then current rate. It is contemplated that such index will be computed in relation to the average index for the year 1993-95, which is assumed to equal 100. If such index is revised or changed (as for example, by taking the average index for different years as the base figure for 100), the Rent calculations hereunder will be adjusted accordingly. Until the cost of living index for the month in which the adjustment is required to be made hereunder is promulgated, Rent will remain at the then current rate. As soon as such cost of living index is promulgated, the computation of the correct adjusted Rent will be made and any variance will be promptly adjusted by the parties on demand.

27. SEVERABILITY: If any term or provision of this Lease be invalid or unenforceable, the remainder of this Lease shall

not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the full extent permitted by law.

28. ENVIRONMENTAL: Lessor hereby warrants and represents to the best of its knowledge that, except as set forth in publicly available documents prepared for or on behalf of the U.S. Government, neither the Premises nor the Building and/or the grounds of which the Premises are a part including surface and subsurface soils and groundwater contain asbestos, PCB transformers, or other hazardous, toxic or contaminated materials or substances, or underground fuel storage tanks or any other material or substance which is defined or classified as hazardous or toxic under federal, state or local law (the aforementioned all of which collectively shall hereinafter be referred to as "Hazardous Materials"). Lessor hereby covenants and agrees to defend, indemnify and hold harmless Lessee, its successors and assigns, and its directors, officers, employees, agents and, legal representatives from and against all claims, damages, liabilities, losses, judgments, settlements and costs (including, without limitation, reasonable attorney's fees and disbursements) in connection with Hazardous Materials arising out of, resulting from or in any way connected with or alleged or claimed to arise out of, result from or be in any way connected with (a) the use or occupancy of the Premises by the

Lessor or any previous owner/occupant/user of the Premises, or any portion thereof except for the United State Air Force, prior to Lessee's occupancy of the Premises; (b) the use or occupancy of the Premises by any subsequent owner/occupant/user of the Premises, or any portion thereof, after Lessee's occupancy of the Premises terminates; (c) violations by any prior owner/occupant/user (except the United States Air Force) or subsequent owner/occupant/user of the Premises of local, state and/or federal laws and regulations, including all applicable environmental laws and regulations as well as any third party liabilities resulting from the practices or omissions of the prior or subsequent owner/occupant/user whether or not such practices or omissions were or could be deemed a violation of such laws and regulations; (d) contamination of the premises by Lessor or by its agents or employees during the term hereof; (e) contamination of the premises by migration, dispersal or seepage from other properties except where caused by the United States Air Force.

Lessee hereby covenants and agrees to indemnify and hold harmless Lessor and its directors, officers, employees, successors, legal representatives and assigns from and against all claims, damages, liabilities, losses, judgments, settlements and costs (including, without limitation, reasonable attorney's fees and disbursements) in connection with Hazardous Materials

to the extent arising out of, resulting from or in any way connected with or alleged or claimed to arise out of, result from or be in any way connected with (a) the use or occupancy of the Premises by the Lessee or any occupant/user of the Premises, or any portion thereof, during the Term of this Lease; and (b) violations by Lessee or any occupant/user of the Premises during the term of this Lease of local, state and/or federal laws and regulations, including all applicable environmental laws and regulations as well as any third party liabilities resulting from the practices or omissions of Lessee or any occupant/user of the Premises during the Term of this Lease whether or not such practices were or could be deemed a violation of such laws and regulations. The indemnification provided by Lessee in the preceding sentence shall not be applicable in the event that the Hazardous Materials found on the Premises were present on the Premises prior to the Commencement Date, nor shall it be applicable in the event that the source of any contamination is from other properties or as a result of the actions or omissions of the Lessor, its agent or employees. Lessee, at any time and from time to time during the term of the Lease, shall have the right to conduct inspections, tests, surveys and other studies for the purpose of identifying the existence in, on or about the Premises of Hazardous Materials. It is understood, however, that Lessee shall have no obligation to make such inspection, tests,

surveys and studies and the fact that Lessee does not make them shall in no way reduce the Lessee's rights nor the Lessor's obligations under this Lease.

29. SUCCESSORS AND ASSIGNS: The terms hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns, respectively of Lessor and Lessee. The reference contained to successors and assigns is not intended to constitute a consent to assignment by Lessee, but as reference only to those instances in which Lessor may later give written consent to a particular assignment as required hereunder.

30. USE: Lessee shall use the Premises for the storage and distribution of products and manufacturing and/or light assembly and administrative functions in connection therewith; provided, however, Lessee may change such use provided such other use does not materially increase Lessor's exposure for risks such as, for example, environmental hazards unless Lessee provides Lessor adequate protection from and against such risks and provided further. Any proposed use would not violate any law or any public or private covenants, restrictions or limitations which may then affect the Premises or any portion or use thereof.

31. CONTINGENCY FOR LAND ACQUISITION: Lessee acknowledges Lessor may not have acquired title to the Premises prior to the execution of this Lease. If as a result of reasons beyond

Lessor's control, Lessor does not acquire fee simple title to the Premises by June 1, 2001, (Contingency Date) then either party hereto may terminate this Lease upon written notice to the non-terminating party whereupon both parties hereto shall be released from all obligations and liability hereunder; provided, however, in the event that Lessor does acquire fee simple title to the Premises prior to receiving such notice from Lessee, then the parties' right to terminate this Lease under this paragraph shall cease. For the purposes of this Section 31, "reasons beyond Lessor's control" shall not include strikes, labor disputes and wars, but shall only include conditions related to the land (e.g., environmental or pollution concerns) or to the title (e.g., deed restrictions) which prevent Lessor from acquiring title to the premises. Lessor shall advise Lessee in writing promptly after June 1, 2001, whether or not Lessor has obtained title to the Premises. If Lessor has not obtained title to the Premises by June 1, 2001, then Lessor shall have a continuing obligation up until the contract is terminated (if it is terminated) pursuant to this Paragraph 31 to advise Lessee in writing when Lessor has acquired title to the Premises. Lessor shall diligently seek to obtain title to the Premises. Lessee shall have the right to review and approve title including Lessor's title commitment and/or title insurance to the sole satisfaction of Lessee. Lessee shall have five (5) business

days from delivery of the Title Commitment to raise objections. Lessor shall then have 20 days to rectify title objections and if after exercising best efforts is unable to do so, Lessee shall have the right to terminate this Lease without objection. Lessor shall deliver to Lessee upon the execution of this Lease a Title Commitment current as of the Lease execution and updated as of the Commencement date of the Initial Term date for the issuance of an ALTA Leasehold Title Insurance Policy in the amount of \$1 million committing to insure title in the Premises in the condition required hereunder. If Lessee desires to obtain such ALTA Title Insurance Policy pursuant to the Title Commitment, as updated, delivered to Lessee by Lessor the premiums for the issuance of such policy shall be at the sole expense of Lessee.

32. Miscellaneous: Lessor covenants that on the Commencement Date and continuing through the Initial Term and any Renewal Terms hereof, it shall place Lessee in quiet possession of the Premises and further covenants that Lessee during the Initial Term and any Renewal Terms hereof shall have exclusive possession of the Premises.

The parties agree that this Lease and the occupancy of the Premises shall be governed by New York law.

33. EXPANSION RIGHTS: Lessee may upon written notice to

Lessor require Lessor to construct an addition and related improvements (the "Expansion") to the building. The plans and specifications for the Expansion shall be prepared by Lessor and shall be mutually agreed upon by the parties in good faith. However, the Expansion shall be structurally substantially similar to the existing building unless otherwise agreed to by the parties.

All costs and expenses related to the Expansion shall be at Lessor's expense, including but not limited to architectural and engineering, all hard construction costs, materials, labor, construction interest, supervision, and related soft costs including legal fees, lender fees and other typical development soft costs.

Upon completion of the plans and specifications Lessor shall determine the total cost of the Expansion and shall present such costs on a line item basis to Lessee.

If Lessor and Lessee agree on the costs as presented by Lessor or as adjusted by mutual agreement of Lessor and Lessee then Lessor shall promptly commence construction of the Expansion and complete the Expansion within a commercially reasonable time as agreed to in good faith by Lessee and Lessor, unless delayed by a Force Majeure Event.

In the event Lessee in good faith determines that the costs presented by Lessor are not acceptable to Lessee then Lessee

shall have a period of sixty days to obtain one or more other bids for the Expansion. Lessee shall then have the option to have the Expansion completed at its own expense by such other contractor. On completion of the Expansion by such other contractor at the lower expense then Lessor shall reimburse Lessee the cost of such lower expense for the Expansion and the rental shall be adjusted as provided below.

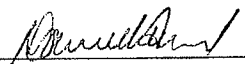
Upon completion of the Expansion, which shall be the date that an Architects Certificate of Substantial Completion is issued and a Certificate of Occupancy is received from the applicable governmental authority, the lease term shall be extended for a period of time to run for a term of 10 years from the end of the month which the Expansion is completed. Any such extended term shall not serve to extinguish or limit Lessee's renewal options herein. In the event that the Lease already has in excess of 10 years remaining on the term then the Lease term shall remain as originally provided.

On the completion date of the Expansion, the annual rent then currently in effect shall be increased to add additional annual rent for the Expansion. The increase in the annual rent shall be determined by multiplying the total costs agreed upon by Lessor and Lessee for completing the Expansion (or reimbursed to Lessee, as the case may be), multiplied by a factor of 10.75%. Also the minimum purchase prices provided in Paragraph


14 shall be increased by the total cost of the expansion. The terms and provisions of this Lease otherwise applicable to the Premises shall also apply to the Expansion (except where the same are clearly not applicable as, for example, completion dates for construction) including the provisions set fourth in Section 2 above concerning the procedures and quality of construction.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

BECKNELL L.L.C.
an Illinois Limited Liability Company

By: 
Name: Danie L. Harrington
Title: member

LUCAS WESTERN INC.
A Delaware Corporation

By: 
Name: S J Spiller
Title: President

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named LUCAS WESTERN, INC., a Delaware corporation, by S. J. SPILLER its PRESIDENT, who acknowledged that he did sign the foregoing instrument on behalf of said corporation and that the same is free act and deed as such officer and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this 20th, APRIL, 2001.

Beverly Ambler
Notary Public
My commission expires: 4-4-2006

GUARANTY

For and in consideration of Lessor entering into this Lease with Lessee the undersigned TRW Inc., an Ohio corporation, parent corporation of Lessee, hereby agrees to guarantee the full and prompt payment and performance when due (subject to applicable cure periods, if any) of all indebtedness and obligations of Lessee under this Lease.

TRW Inc.

By: David B. Goldstein
Assistant Secretary

Date: April 20, 2001

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named TRW INC., an Ohio corporation, by David B. Goldston, its Assistant Secretary, who acknowledged that he did sign the foregoing instrument on behalf of said corporation and that the same is his free act and deed as such officer and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Lyndhurst, Ohio, this 20th day of April, 2001.



Notary Public

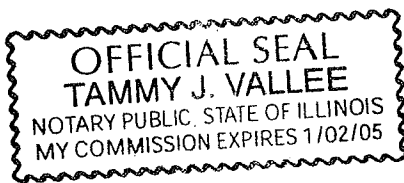
My Commission Expires: _____

SHIRLEY K. GARCOWSKI
Notary Public, State Of Ohio
My Commission Expires 9-13-2002
Recorded in Lake County

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Daniel G. Harrington as a Member of Becknell L.L.C. personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23RD day of April, 2001.



Tammy J. Vallee
Notary Public

"Exhibit A"

All that Tract, Piece or Parcel of land situate in the City of Rome, County of Oneida and State of New York; as shown on the Map entitled "Property Map Showing Lands to be conveyed to Oneida County Industrial Development Agency"; Prepared by Michael P. Waters, P.L.S. No. 50027, and dated April 17, 2001. Said Parcel and being more particularly described as follows:

Beginning at a point on the proposed easterly street boundary of Otis Street at its intersection with the northerly side of Brooks Road;

Thence through the lands of The United States of America the following five (5) courses and distances;

1. North 80° 24' 48" East, 419.61 feet to a point;
2. North 88° 15' 59" East, 324.33 feet to a point;
3. South 01° 44' 01" East, 629.28 feet to a point;
4. South 88° 26' 06" West, 740.00 feet to the aforementioned proposed easterly street boundary of Otis Street.
5. North 01° 44' 01" West, along said proposed street boundary 569.77 feet to the place of beginning, being 452,944.1± square feet or 10.398 acres, more or less

EXCEPTING and reserving an easement for ingress and egress along the proposed service drive;

Beginning at the southwest corner of the above-described parcel to be conveyed;

Thence North 01° 44' 01" West, 15.00 feet along the aforementioned proposed easterly street boundary of Otis Street to a point;

Thence through the above-described parcel the following four (4) courses and distances;

1. North 88° 26' 06" East, 356.30 feet to a point of curvature;
2. Easterly along a curve to the left having a radius of 40.00 feet, a chord length of 36.71 feet and a chord direction of North 61° 07' 22" East to a point of reverse curvature;
3. Easterly along a curve to the right having a radius of 55.00 feet, a chord length of 99.20 feet and a chord direction of South 82° 47' 15" East to a point;
4. North 88° 26' 06" East, 253.32 feet to its intersection with the proposed easterly division line of the above-described parcel;

thence South 01° 44' 01" East, 15.00 feet along said proposed division line to its intersection with the proposed southerly division line of the above-described parcel;

thence South 88° 26' 06" West, along said proposed division line 740.00 feet to the place of beginning, being 14,310.0± square feet or 0.328 acre, more or less.

ALSO excepting and reserving an easement for ingress and egress and utilities over Brooks Road;

Beginning at the northwest corner of the above-described parcel to be conveyed;

Thence along the proposed northerly division line the following two (2) courses and distances;

1. North 80° 24' 48" East, 419.61 feet to a point;
2. North 88° 15' 59" East, 324.33 feet to its intersection with the proposed easterly division line of the above-described parcel to be conveyed;

thence South 01° 44' 01" East along said proposed division line 40.00 feet to a point;

thence through the above-described parcel to be conveyed the following two (2) courses and distances;

1. South 88° 15' 59" West 284.99 feet to a point;
2. South 80° 24' 48" West, 459.32 feet to its intersection with the proposed easterly street boundary of Otis Street;

thence North 01° 44' 01" West along said proposed street boundary 45.43 feet to the place of beginning, being 31,962.5± square feet or 0.733± acre, more or less.

ALSO excepting and reserving an easement for utilities through the parcel to be conveyed;

Beginning at a point on the proposed easterly street boundary of Otis Street; said point being southerly along said street boundary 45.4± feet from its intersection with the proposed northerly division line of the above-mentioned parcel to be conveyed;

Thence through the above-described parcel to be conveyed the following two (2) courses and distances;

1. North 82°13'54" East, 459.49 feet to a point;
2. North 86°01'34" East 283.27 feet to its intersection with the proposed easterly division line of the above-described parcel to be conveyed;

thence South 01°44'01" East along said proposed division line 20.01 feet to a point; thence through the above-described parcel to be conveyed the following two (2) courses and distances;

1. South 86° 01'34" West 281.81 feet to a point;
2. South 82°13'54" West, 460.95 feet to its intersection with the proposed easterly street boundary of Otis Street;

thence North 01° 44' 01" West along said street boundary 20.11 feet to the place of beginning, being 14,855.2± square feet or 0.341 acre, more or less.

Exhibit "B"

OUTLINE SPECIFICATIONS

ONE STORY INDUSTRIAL BUILDING

TRW AEROSPACE
ROME, NEWYORK

June 6, 2001
Nelson Hartwich
JWH

TRW AERONAUTICAL SYSTEMS

06/07/01

1.00 GENERAL DESCRIPTION

1.10 Parcel Description:
Site Area: 10.4 Acres
Rome, New York
104 Otis Street
Rome, NY 13441

1.20 Building Area:	
Manufacturing	87,000 SF
Test Cells	8,000 SF
Test Cell Mezzanine	8,000 SF
Office Buildout	15,000 SF
Office Mezzanine:	15,000 SF
Total:	133,000 SF

2.00 DESIGN

The design of the facility will be completed by licensed architects and engineers. The design will include architectural, structural, civil, mechanical, plumbing, fire protection, electrical, and landscape plans. These plans will be in sufficient detail to allow issuance of a building permit by local authorities.

Design will comply with FM Global standards for fire protection and roof design and with all laws, ordinances, codes, rules and regulations of every nature by any Federal, State, County or other Governmental authority relating to the construction of this facility, including any Declaration of Restrictions and Covenants on land usage.

Design and construction must comply with Griffiss Business and Technology Park Site Development Standards.

A complete set of "as-built" drawings will be turned over to the tenant at the completion of the project. A complete set of operating and maintenance manuals will be provided to the tenant at the completion of the project on all mechanical, electrical and other equipment or systems provided in the building.

3.00 SITE WORK

3.10 Grading:

All work necessary to clear, strip, excavate, backfill and grade the site for the building construction in accordance with recommendations of an independent soils engineer. Subject to verification through soil borings and topographic information, we have assumed 12" of topsoil/vegetation over 3000# per square foot soil in such quantities to provide a balance cut and fill. All grades on the site will slope appropriately away from the building. Storm water drainage will be piped from the building into the street storm sewer. Surface drainage will not be permitted. Drainage from docks will drain by gravity.

3.20 Paved Areas:

Automobile Drive and Parking - 249 parking stalls are to be provided, 7 handicap accessible stalls as required. Paving is to be 3" thick asphalt on 10" base throughout. Concrete curbing, striping, and handicap signage is provided. Truck roadways and dock areas will consist of 8" reinforced concrete over a 10" compacted stone base.

3.30 Sidewalks and stoops are to be 5" concrete broom finish over compacted stone. A sidewalk on Otis street is included.

- 3.40 **Underground Utilities:**
All necessary storm, sanitary, gas, electric and water connections to existing municipal lines. All services underground or overhead will conform to FM Global standards and other codes having jurisdiction.
- 3.50 **Storm Water Retention:**
It is assumed that on-site retention will not be required. Onsite drainage mgt will be met.
- 3.60 **Trash Enclosure:**
If required
- 3.70 **Landscaping:**
Site landscaping such as grading, seeding, and planting must comply with the park development standards.

4.00 BUILDING SHELL

- 4.10 **Exterior Walls:**
All elevations of the building are to be load-bearing concrete tilt-up panels 7 1/2" thick, with a minimum R-value of 12. Wall panels and accent bands are to be stained to choice of color. Prefinished aluminum coping to be installed on all elevations of the building. Coping to be finished to choice of standard color. All walls caulked at joints (interior and exterior). Insulation will be vinyl faced white.
- 4.20 **Windows:**
Windows are to be 1" thick insulating glass units, tinted grey and set in prefinished aluminum thermally broken frames, Kawneer or equal. The Entrance is to be aluminum and glass storefront with 1" thick clear insulating glass as shown on elevations. Clearstory windows will be placed in the upper third of the panel on two exposures.
- 4.30 **Steel Structure:**
Steel structure is to be a combination of open web steel bar joists, wide flange steel girders, and tube columns. Columns are to be spaced per plan; internal wall columns required. Clear height to bottom of joists is to be 24' above top of slab. Bays are to be 40x40. The bays will have the ability to carry two 2 ton overhead cranes. The developer is supplying nine 2-ton cranes.
- 4.40 **Roof:**
Roof is to be single-ply, fully ballasted PVC roofing system, - Carlisle - or equal, and is to be applied in accordance with manufacturer's specifications and shall carry a manufacturer's 15-year warranty. The roof is to be installed over rigid roof insulation with minimum R-value of 14 and 22 gauge standard ribbed deck. All roof drainage is via gutters and downspouts.
- 4.50 **Floor Slab:**
All floors are to be 6" thick, 4,000 psi concrete reinforced with #6 x 6 #6 wire. Office floor is to be 4" thick, 3,000 psi concrete reinforced with fiber mesh or 6x6 10/10 welded wire fabric. All construction joints to be doweled with # 3 bars at 30" o.c. . A vapor barrier is to be installed throughout the office area only. Concrete slabs are to be saw cut in both directions, no greater than 15' on center. Mezzanine slabs will be 3" thick on steel framework. The contractor reserves the right to use precast plank.
- 4.60 **Overhead Door:**
One grade level door is to be 12' wide x 14' high, sectional, motor operated and insulated.
Two overhead doors for waste area 12' wide by 14' high
One dock door package (Kelly) will be supplied.
All doors are 24 gauge steel with visual panel.

- 4.70 Entry:
Duronodic bronze standard metal finish and insulated glass as depicted in the drawings.

5.00 INTERIOR IMPROVEMENTS

- 5.10 Office Interior Finish: 15,000 SF (\$18.00 PER SQ. FT. OFFICE ALLOWANCE)
1. Drywall partitions painted with acrylic satin finish washable paint.
 2. Floor treatments: carpet in office areas, VCT tile in toilet rooms with FRP on wet walls, and VCT tile in vestibule.
 3. Ceiling grid and acoustic tile ceiling, 2'x4', fissured tile.
 4. Office doors 1 3/4" thick, solid core, stain grade birch, installed in painted, hollow metal frames.
 5. Hardware to be lever handle commercial grade - Schlage AL Series - or equal.
 6. Toilet partitions are to be metal clad, floor mounted.
 7. Cabinets and millwork in lunch/break room.
- 5.20 Manufacturing Area:
1. Floor scaler is provided.
 2. Metal Roof Deck to remain exposed and painted white.
 3. Man-doors are to be insulated, hollow metal in hollow metal frames, and painted to match the building approximately 6 man-doors to be spotted around perimeter of building.

6.00 HVAC SYSTEMS

- 6.10 Office:
Office is to be heated and cooled with rooftop mounted units as required to provide for an indoor temperature of 70 degrees at -10 degrees outdoor temperature, and 72 degrees at 95 degrees outdoor temperature. The units will be York, Carrier, Trane or equal.
- 6.20 Manufacturing:
Manufacturing area is to be heated with heating and cooling roof top units. Heating will achieve 70 degrees at -10 degrees outdoor temperature. Rooftop units to provide shop cooling. HVAC system will achieve 75 degrees at outside temp of 95 degrees. Ventilation for certain machines may have to be done at machine site. We have figured 5 machine sites. We have allowed for two air changes per hour through general ventilation.

7.0 PLUMBING

- 7.01 The plumbing will consist of all fixtures, venting, underground runs. Toilet rooms for office and shop are separate. We have allowed for drainage of certain machines by means of trenches and/or floor drains. As of this writing it is still unclear as to the layout of the machines. The allowance for the drains/trenches is \$20,000. The fixtures count for this bldg is 45. The hot water will be supplied by strategically located heaters.

8.0 FIRE PROTECTION

- 8.10 Office:
Ordinary Hazard.
- 8.20 Manufacturing Area:
ESFR
- 8.30 The entire fire protection system will conform with FM Global standards and local codes.

9.00 ELECTRICAL SERVICE, POWER, AND LIGHTING

- 9.10 Electric Service:
6,000amp, 277/480 volt, 3 phase, delta with case ground electrical service to be installed.
Buss bars to be interchangeable with existing TRW-Utica type.

- 9.15 Basic fire alarm system.
- 9.20 Electric and telephone receptacles:
Electrical receptacles at one per wall and every 15' throughout office. Telephone/data boxes stubbed at one per room and every 15' throughout general office. Receptacles are to be provided at the overhead door and every 80 feet throughout manufacturing area.
- 9.30 Lighting:
Office area lighting is to be 2'x4' fluorescent fixtures and designed to provide 60-70 foot candles of illumination at desk top height.

Manufacturing lighting is to be 400 watt metal halide and designed to provide 50 foot candles of illumination. All emergency lighting is to comply with local code.
- 9.40 Distribution:
- 9.41 There is included in this project approximately 2000 l.f. of new 400 and 600 amp Buss duct manufactured by ITE or equal. If possible an effort should be made to investigate removing, refurbishing and relocating existing Buss duct and refurbish. Buss duct distribution will be one duct per bay running in the east and west direction and will be mounted at approximately 24' above finished floor. The configuration is flexible to some extent, but the length is what has been discussed and agreed to. Connections from Buss duct to manufacturing equipment shall be by tenant.

All emergency and exit lighting to comply with local code.
- 10.00 Special Items:
- 10.10 Employee lockers for 160 employees
 - 10.11 Test House: 8,000 S.F. With Sound Attenuation
 - 10.12 Modular Offices: 20 Units (200 S.F. per office)
 - 10.13 2000 Feet of air lines
 - 10.14 Floor Pits at and troughs
 - 10.15 Security System (Fire Alarm Only)
 - 10.16 Ashford Floor surface (entire shop area)
 - 10.17 Vending Area and Employee Cafeteria/Lunchroom
 - 10.18 Mezzanine Floor Loads 150 lbs./foot
 - 10.19 Equipment pads in testing area.
 - 10.20 Process cooling - cooling tower, piping and pumps
- 11.00 Exclusions:
- 11.10 Installation of tenants equipment.
 - 11.11 Epoxy Floor
 - 11.12 Furniture
 - 11.13 Internal Communications
 - 11.14 Tenant Security System
 - 11.15 In-Rack Sprinkler System
 - 11.16 Smoke Removal Equipment
 - 11.17 Fencing
- 12.00 Warranty
The builder will guarantee all work for a period of one year from date of acceptance. The warranty covers materials, workmanship and equipment. Separate equipment extended warranties may apply.
- 13.00 Testing
Builder will employ an independent testing firm to witness and perform testing of materials such as concrete, asphalt and roofing prior and during installation to assure quality standards. Report copies will be issued to TRW as soon as published.
- 14.00 Occupational Safety and Health

Builder will require all contractors to comply and follow all applicable laws including the Williams-Steiger Occupational Safety and Health Act to safety and health of employees during construction.

15.00 Exterior Lighting

Builder will provide adequate exterior lighting in accordance with code requirements.

**DECLARATION
OF
COVENANTS, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY
BY
GRIFFISS LOCAL DEVELOPMENT CORPORATION**

(Light Industrial Development Area)

This Declaration of Covenants, Restrictions, Easements and Rights-of-Way (the Declaration") dated as of November ____, 2000 is made by **GRIFFISS LOCAL DEVELOPMENT CORPORATION**, a local development corporation duly organized and validly existing under the laws of the State of New York and having its office at 153 Brooks Road, Rome, New York 13441 (the "Declarant").

WITNESSETH:

WHEREAS, in the 1940's the United States of America (the "Government") established a 3,552± acre aviation field (the "Griffiss Air Field") and military installation in Rome, New York commonly known as Griffiss Air Force Base (the "Base"); and

WHEREAS, in 1993, pursuant to the provisions and authority of the Defense Base Closure and Realignment Act of 1990, Pub. L. 101-510 (the "Base Closure and Realignment Act"), the Government announced its intention to close and/or realign various military installations throughout the United States including the Base; and

WHEREAS, in 1994, in anticipation of the closure and/or realignment of the Base, the Declarant was formed as a local development corporation under and by virtue of the New York Not-for-Profit Corporation Law for the purposes, inter alia, of overseeing and promoting the economic reuse and redevelopment of the lands, buildings and improvements comprising a 1600 ± acre portion of the Base commonly known as the Griffiss Business & Technology Park (the "Park"); and

WHEREAS, the Griffiss Air Field, which is located adjacent to the Park and is still an active air field, may be developed in the future as the primary airport servicing the needs of the public living within the County of Oneida, New York and surrounding areas; and

WHEREAS, on or about October 14, 1998 the City of Rome adopted a zoning ordinance (the "Zoning Ordinance") with respect to the Park pursuant to which it (i) zoned the Park as D-P, Planned Development and (ii) divided the Park into several geographic areas commonly known as development areas (the "Development Areas"); and

WHEREAS, on or about March 21, 2000, in furtherance of the closure and/or realignment of the Base, and to facilitate Declarant's efforts to develop the Park, the Government (acting by and through the Secretary of the Air Force), the Oneida County Industrial Development Agency, a New York public benefit corporation ("OCIDA"), and Declarant executed an Economic Development Conveyance Agreement (the "EDC Agreement"); and

WHEREAS, pursuant to the terms and provisions of the EDC Agreement, the Government agreed to convey fee simple title to various portions of the Base (the "EDC Premises") to OCIDA as soon as is reasonably practicable consistent with applicable provisions of federal law including, without limitation, the Base Closure and Realignment Act, and OCIDA agreed, in turn, to lease said EDC Premises to the Declarant; and

WHEREAS, OCIDA has assigned to Declarant any and all rights OCIDA now has or may have in the future as the fee simple owner of the EDC Premises to declare, impose upon and make said EDC Premises or any portion thereof subject to covenants, restrictions, easements and rights-of-way running with the land as well as any and all rights OCIDA now has or may have in the future to enforce and/or defend the same; and

WHEREAS, to enhance and protect the value, attractiveness and desirability of the Park, and every part thereof, Declarant wishes to declare, impose upon and make that certain Development Area commonly known as the light industrial development area (the "Light Industrial Development Area"), which Light Industrial Development Area is more particularly described in Exhibit "A" annexed hereto and made a part hereof, subject to the covenants, restrictions, easements and rights-of-way hereinafter set forth.

NOW, THEREFORE, the Declarant hereby declares that all that certain tract, piece or parcel of land commonly known as the Light Industrial Development Area, which Light Industrial Development Area is more particularly described in Exhibit "A" annexed hereto and made a part hereof, to be subject to the following covenants, restrictions, easements and rights-of-way:

1. **GENERAL PURPOSE.** All of the covenants, restrictions, easements and rights-of-way set forth herein are hereby declared to be in furtherance of a specific plan for the subdivision, improvement and sale of the lands within the bounds of the Light Industrial Development Area and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Park and every part thereof including, without limitation, the Light Industrial Development Area. All of the covenants, restrictions, easements and rights-of-way set forth herein shall run with the land which comprises the Light Industrial Development Area for all purposes and shall be binding upon and inure to the benefit of the Declarant, its successors and assigns, the GPLA (as herein defined), its successors and assigns, and each owner or occupant of a lot or parcel of property situate within the bounds of the Light Industrial Development Area, and his, her and/or its respective successors and/or assigns as set forth in this Declaration.

2. **RUNS WITH LAND.** All of the covenants, restrictions, easements and rights-of-way set forth herein are made for the direct, mutual and reciprocal benefit of each and every lot or parcel of property situate within the bounds of the Light Industrial Development Area, shall create mutual equitable servitudes upon each such lot or parcel of property in favor of every other such lot or parcel of property, shall create reciprocal rights and obligations between the respective owners and occupants of all such lots or parcels of property and privity of contract and estate between all grantees of said lots or parcels of property, and their respective heirs,

successors and assigns; and shall, as to the owner or occupant of each such lot or parcel of property, his, her and/or its heirs, successors and assigns, operate as real covenants running with the land for the benefit of all other such lots or parcels of property.

3. **NON-MERGER.** The Declarant intends for the lands comprising the Light Industrial Development Area to be subject to and bound by the covenants, restrictions, easements and rights-of-way set forth in this Declaration and does not intend for said covenants, restrictions, easements or rights-of-way to merge with the fee simple title to any of the lands comprising the Light Industrial Development Area even if the Declarant should subsequently acquire such fee simple title.

4. **PERMITTED USES AND STANDARDS.** All development of, construction on and modification of such lots or parcels of property situate within the bounds of the Light Industrial Development Area shall be carried out in conformance with the covenants, restrictions, easements and rights-of-way set forth in this Declaration.

5. **GRIFFISS PARK LANDOWNERS ASSOCIATION, INC.** This Declaration recognizes that the Griffiss Park Landowners Association, Inc. ("GPLA") has been or may, in the future, be formed under the New York Not-for-Profit Corporation Law for the purposes, inter alia, of providing for the maintenance of all common areas within the Park and imposing, collecting and disbursing all common area maintenance charges as well as providing for the orderly development and architectural control of the lands comprising the Park including, without limitation, the Light Industrial Development Area, and the enforcement of the provisions of this Declaration. If GPLA is formed, any person or entity to whom land within the Park has been conveyed or who is being assessed common area maintenance charges, and such person's or entity's successors or assigns shall be members of GPLA in accordance with GPLA's bylaws.

6. **ENFORCEMENT.** In the event of any breach, violation or failure to perform or satisfy any covenant or restriction set forth herein, which breach, violation or failure is not cured within thirty (30) days after written notice to effect such cure is given by the Declarant, or by GPLA or by any of their respective successors and/or assigns to the breaching party, the Declarant, or GPLA or their any of respective successors and/or assigns, as the case may be, at its or their sole option and discretion, may enforce any one or more of the following remedies or any other rights or remedies to which the Declarant, or GPLA or their respective successors and/or assigns may be entitled at law, in equity or otherwise, whether or not such rights or remedies are set forth herein.

(A) **Damages** – The Declarant, or GPLA and/or any of their respective successors and/or assigns may bring an action

(i) for damages for any compensable breach or non-compliance with any of the covenants or restrictions set forth herein;

(ii) for damages for any compensable interference with, obstruction, disturbance and/or misuse of, any easement or right-of-way set forth herein or otherwise of record; and/or

(iii) for declaratory relief to determine the enforceability of any of such covenant, restriction, easement and/or right-of-way.

(B) Equity - It is recognized that

(i) a violation by an owner or occupant of any lot or parcel of property situate within the bounds of the Light Industrial Development Area of any one or more of the covenants or restrictions set forth herein; or

(ii) the interference with, obstruction, disturbance and/or misuse of any easement or right-of-way set forth herein or otherwise of record may cause the Declarant, GPLA and/or any one or more of their respective successors and/or assigns to suffer material injury or damage not compensable in money and that, in such case, the Declarant, or GPLA and/or any of their respective successors and/or assigns shall be entitled to bring a suit in equity or otherwise for specific performance to enforce compliance with said covenants and restrictions or for an injunction to enjoin the continuance of any such breach or violation thereof or the interference with, obstruction, disturbance and/or misuse of any easement and/or right-of-way.

(C) Abatement and Lien Rights - Any such breach or violation of the covenants, restrictions, easements and/or rights-of-way set forth herein or any provision thereof is hereby declared to be a nuisance, and the Declarant, GPLA and/or any of their respective successors and/or assigns shall be entitled to enter the lot or parcel of property within the Light Industrial Development Area as to which or where the breach or violation exists and summarily abate and remove, without further legal process, any structure, thing or condition that may exist in violation of any of said covenants, restrictions, easements or rights-of-way. Any costs or expenses paid or incurred by the Declarant, GPLA and/or their respective successors and/or assigns in abating such nuisance or prosecuting any such remedy (including all reasonable attorneys' fees and costs of collection) shall be charge upon and become a lien against the lot or parcel of property upon which the breach or violation occurred.

7. WAIVER. The Declarant, GPLA and their respective successors and/or assigns shall not be liable to any owner or occupant of a lot or parcel of property situate within the Park including, without limitation, the Light Industrial Development Area, by reason of any mistake in judgment, negligence, nonfeasance, action or inaction or for the enforcement or failure to enforce any provision of this Declaration.

No waiver by the Declarant, GPLA or any of their respective successors and/or assigns of the breach of any of the covenants, restrictions, easements or rights-of-way set forth herein, and no delay or failure to enforce or defend any of the same shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other of said covenants, restrictions, easements or rights-of-way. No waiver by the Declarant, GPLA or any of their respective successors and/or assigns of any breach or default hereunder shall be implied from any omission by the Declarant, GPLA or their respective successors and/or assigns, to take any action on account of such breach or default if such breach or default persists or is repeated, and no express waiver shall effect a breach or default other than as specified in said waiver.

8. **NON-EXCLUSIVE RIGHT OF ENFORCEMENT.** The rights of enforcement herein reserved by the Declarant unto itself, its successors and/or assigns and granted to GPLA and its respective successors and/or assigns, are non-exclusive and shall be exercisable by any one or more of the Declarant, or GPLA and/or their respective successors and/or assigns for so long as any of them owns or has any interest in any property within the Park including, without limitation, the Light Industrial Development Area. Concurrently, each owner or occupant of a lot or parcel of property situate within the bounds of the Park including, without limitation, the Light Industrial Development Area, and its successors and/or assigns, is hereby granted all of the rights of enforcement and the remedies provided by paragraph 6 above. The Declarant, GPLA, and their respective successors and/or assigns and/or any such owner or occupant and their respective successors and/or assigns may independently seek enforcement of all remedies in accordance with the provisions of this paragraph.

9. **RIGHTS OF MORTGAGEES.** No breach or violation of the covenants or restrictions set forth herein shall defeat or render invalid the lien of any mortgage, deed of trust, or similar instrument securing a loan made in good faith and for value with respect to the development or permanent financing of any lot or parcel of property situate within the Light Industrial Development Area, provided that all of said covenants and restrictions shall be binding upon and effective against any subsequent owner of such lot or parcel of property or any portion thereof within the Light Industrial Development Area whose title is acquired by foreclosure, trustee's sale, deed-in-lieu-of-foreclosure or otherwise pursuant to such lien rights.

10. **GOVERNMENT REGULATION.** Any valid governmental enactment, law or ordinance including, without limitation, the zoning ordinances of the City of Rome and the Town of Floyd, to the extent that it conflicts with any covenant or restriction set forth in this Declaration, shall control over such covenant or restriction, except to the extent that such covenant or restriction is more restrictive (e.g., a greater minimum set-back requirement or a lower maximum building height) than such governmental enactment.

11. **MODIFICATION OF COVENANTS.** The Declarant expressly reserves unto itself, its successors and/or assigns, and grants to GPLA, and its successors and/or assigns, the right to unilaterally vary, terminate, extend, amend or otherwise modify any covenant or restriction set forth in this Declaration upon thirty (30) days' prior written notice to each owner or occupant of a lot or parcel of property situate within the bounds of the Light Industrial Development Area provided, however, that such variance, termination, extension, amendment or modification does not materially and adversely affect or interfere with an owner's or occupant's possession, use or enjoyment of his, her or its lot or parcel of property or materially change the character of the Light Industrial Development Area.

12. **CONSTRUCTIVE NOTICE AND ACCEPTANCE.** Every person or entity who now or hereafter owns, occupies or acquires any right, title or interest in or to any portion of the lands which comprise the Light Industrial Development Area shall be conclusively deemed to have consented and agreed to the covenants, restrictions, easements and rights-of-way contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in such portion of the Light Industrial

Development Area.

13. **CONDITION OF PROPERTY.** The owner or occupant of any lot or parcel of property within the bounds of the Light Industrial Development Area shall at all times keep such lot or parcel of property, and the buildings, improvements and appurtenances thereon, in a safe, clean and wholesome condition and comply, at his, her or its own expense, with all applicable governmental, health, fire, and safety ordinances, regulations and requirements as well as with the provisions of this Declaration.

14. **MAINTENANCE AND REPAIRS.** The owner or occupant of any lot or parcel of property situate within the bounds of the Light Industrial Development Area shall keep such lot or parcel of property and all of the buildings, improvements and appurtenances thereon, in a condition of good repair and appearance similar to that maintained by other owners or occupants of lots or properties of similar class situate within the bounds of the Light Industrial Development Area. All repairs, alterations, replacements or additions to any buildings, improvements or appurtenances situate within the bounds of the Light Industrial Development Area shall be at least equal to the original work in class and quality.

15. **EFFECT OF INVALIDATION.** If any provision of this Declaration is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision shall not effect the validity or enforceability of the remaining provisions hereof.

16. **DEVELOPMENT STANDARDS.** This Declaration has been made to implement the intent, purpose, and provisions of the Griffiss Business & Technology Park Master Plan (the "Master Plan"). The design and planning goals of the Master Plan are embodied in the development standards (the "Development Standards") for the Park, as the same may be amended from time to time, on file at the offices of the Declarant and/or GPLA. The Development Standards establish specific criteria for site planning, architectural design, landscape design, signage and lighting and are intended to provide uniform criteria for individual development proposals. The permitted uses within the Light Industrial Development Area may not be expanded without amendment by the Common Council of the City of Rome of the Zoning Ordinance. The boundaries of any Development Area within the Park including, without limitation, the Light Industrial Development Area, may be modified upon approval by the Declarant, GPLA or their respective successors and/or assigns and the Planning Board of the City of Rome.

17. **EASEMENTS.** All existing easements and rights-of-way of record affecting the Park or any portion thereof including, without limitation, the Light Industrial Development Area, may be unilaterally amended or modified from time to time by the Declarant and/or GPLA and/or their respective successors and/or assigns, provided that any such amended or modified easement or right-of-way does not materially and adversely affect or interfere with an owner's or occupant's possession, use and enjoyment of his, her or its lot or parcel of property. The Declarant expressly reserves unto itself, its successors and/or assigns, and grants to GPLA and its successors and/or assigns, the right to create and/or establish, in the future, easements and/or rights-of-way within the bounds of the Light Industrial Development Area and/or within the

bounds of the Park provided that the same do not materially and adversely affect or interfere with an owner's or occupant's possession, use or enjoyment of its lot or parcel of property.

18. **RESERVATION OF MINERAL RIGHTS.** The Declarant, for itself and its successors, lessees and assigns hereby expressly excepts and reserves from the interests and the lands which comprise the Light Industrial Development Area all of the oil, gas, and other minerals and the attendant rights of ingress and egress on, over and across the surface of such lands for the purpose of exploring for, developing, producing and/or marketing the same.

19. **DECLARATION OF AVIGATION EASEMENT.**

(A) The Declarant does hereby declare and reserve unto itself, its successors and assigns, a perpetual and assignable easement in and over that certain parcel of real property known as the Light Industrial Development Area, which Light Industrial Development Area is more particularly described in Exhibit "A" annexed hereto and made a part hereof (said parcel hereinafter sometimes referred to as the "PARCEL"), and a right-of-way for the free and unrestricted passage and flight of aircraft of any class, size and category as is now or hereinafter may be operationally compatible with the Griffiss Air Field, in, through, across and about the airspace above an imaginary plane, as such plane is defined by Part 77 of the Federal Aviation Regulations, over said PARCEL, as described below (hereinafter "Airspace").

(B) The Airspace for avigation easement purposes above said PARCEL consists of all of the air space above the imaginary plane that is described by Part 77 of the Federal Aviation Regulations.

(C) The aforesaid easement and right-of-way described in paragraphs 19(A) and (B) above includes but is not limited to:

(i) For the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons or aircraft, of the class, size and category as is now or hereinafter maybe operationally compatible with the Griffiss Air Field, in, through, across or about any portion of the Airspace hereinabove described; and

(ii) The easement and right to cause or create, or permit or allow to be caused or created within the Airspace, such noise, dust, turbulence, vibration, illumination, air currents, fumes, exhaust, smoke and all other effects as may be inherent in the proper operation of aircraft, now known or hereafter used for navigation of or flight in air; and

(iii) The continuing and perpetual right to clear and keep clear the Airspace of any portions of buildings, structures, or improvements of any and all kinds, and of trees, vegetation, terrain or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees, vegetation, terrain or other objects which extend into said Airspace and the right to cut to the ground level and remove any trees or other objects which extend into the Airspace; and

(iv) The right to mark and light, or cause or require to be marked or lighted, as obstructions to air navigation, any and all buildings, structures, or other improvements, and trees or other objects now upon, or that in the future may be upon, said PARCEL, and which extend into the Airspace; and

(v) The right of ingress to, passage within, and egress from said PARCEL, solely for the above stated purposes.

(D) Each owner and occupant of any part of the PARCEL, on behalf of itself, its successors and assigns, hereby covenants with the Declarant, as follows:

(i) Such owner or occupant, for itself and its successors and assigns, will not construct, install, permit or allow any building, structure, improvement, tree, vegetation, terrain or other object on said PARCEL to extend into the Airspace, or to constitute an obstruction to air navigation, or to obstruct or interfere with the use of the easement and right-of-way herein granted; and

(ii) Such owner or occupant, for itself and its successors and assigns, will not hereafter use or permit the use of said PARCEL in such a manner as to create electrical or electronic interference with radio communication or radar operation between any installation upon the Griffiss Air Field and any aircraft.

(E) The easement and right-of-way herein granted shall be deemed both appurtenant to and for the direct benefit of that real property which now or hereinafter constitutes the Griffiss Air Field, and shall further be deemed in gross, being conveyed to such owner and/or occupant for the benefit of such owner and/or occupant, and any and all members of the general public who may use said easement or right-of-way, taking off from, landing upon, or operating such aircraft in or about the Griffiss Air Field, or in otherwise flying through said Airspace.

(F) It is understood and agreed that these covenants and agreements run with the land and shall be binding upon the heirs, representatives, administrators, executors, successors, and assigns of such owner and/or occupant, and that for the purposes of this instrument, the PARCEL shall be the servient easement and the Griffiss Air Field shall be the dominant tenement.

(G) The aviation easement, covenants and agreements described herein shall continue in effect until the Griffiss Air Field shall be abandoned or shall cease to be used for aviation purposes, at which time it shall terminate.

(H) The aviation easement, covenants, and agreements described herein may be unilaterally amended, modified and/or terminated with respect to all or any portion of a lot or parcel of property situate within the bounds of the Light Industrial Development Area by the Declarant, its successors and/or assigns or GPLA, its successors and/or assigns.

20. **GENERAL RESTRICTIONS -LIGHT INDUSTRIAL DEVELOPMENT AREA**

(A) Permitted uses in the Light Industrial Development Area are administrative offices supporting permitted uses; light manufacturing, assembly or other industrial operations; public utility facilities; printing, publishing or engraving; vehicle assembly, test and manufacture; and other similar or accessory uses permitted by the Declarant and/or GPLA and/or their respective successors and/or assigns. Accessory uses shall be permitted only if in association with, and/or ancillary to, other permitted uses as approved by the Declarant and/or GPLA and/or their respective successors and/or assigns.

(B) Area requirements are as follows:

- (i) lot size shall be a minimum of two (2) acres;
- (ii) road frontage shall have a minimum of two hundred fifty (250) feet;
- (iii) setbacks are as follows:
 - (a) front yard: twenty (20) feet for lots fronting on Otis Road and forty (40) feet for lots fronting on other roads.
 - (b) side yard: fifteen (15) feet.
 - (c) rear yard: thirty (30) feet.
- (iv) maximum building coverage is forty percent (40%);
- (v) minimum landscape coverage is fifteen percent (15%).

(C) Outdoor storage, mechanical equipment, antenna, communication transmission and/or reception devices and refuse collection areas shall be screened from public view with architectural or landscaping design treatments compatible with the design of the primary structure.

(D) Pedestrian ways must be paved, lighted and tree-lined.

(E) Fencing shall be designed and installed in a manner that is compatible with the design of the primary structure and shall not exceed eight (8) feet in height.

(F) All utilities including, but not limited to, drainage systems, sewers, gas lines, water lines, electrical, telephone and communications lines, wires and equipment, shall be installed and maintained underground. Temporary facilities are permitted during construction but must be removed at the time of the granting of a certificate of occupancy.

(G) All landscape design and specifications must be submitted to the Declarant or GPLA for its prior written approval and must be installed and maintained in accordance with certain landscape guidelines established in the Development Standards for the Park.

(H) No parking shall be permitted within twenty (20) feet of a public right of way or highway.

(I) No parking or roadway shall be permitted within five (5) feet of any lot or property line unless constructed as a joint access parking lot or service roadway by joint written agreement with an adjacent, contiguous parcel owner.

(J) All parking needs for a parcel to be developed shall be accommodated on that site and shall include, where applicable, fire and emergency lanes.

(K) Sidewalk systems within a development parcel shall be designed and constructed to meet the circulation requirements of all on-site users and shall be integrated into the overall architectural design plan for the parcel.

(L) Signage:

(i) Plans and specifications for the construction, installation or alteration of all outdoor signs shall be first submitted to and have the written approval of Declarant or GPLA;

(ii) Primary use signage shall be restricted to owner and tenant identification and shall not blink, rotate or move in any direction;

(iii) No billboards or advertising signs or other promotional display shall be permitted;

(iv) Rooftop or billboard signs are not permitted;

(v) All signs shall have a standard typeface of Helvetica (light and bond); unless replaced by a recognized corporate logo or trademark;

(vi) No sign may be erected unless it complies with the sign ordinance of the City of Rome; and all necessary permits have been obtained;

(vii) Signage is limited to one location on the building structure.

(M) Before commencing the construction or alteration of any building, enclosure, fence, loading dock, parking facility, storage yard, or any other structure or permanent improvement on or to any site, lot or parcel of property situate within the bounds of the Light Industrial Development Area, the site, lot or property owner or occupant shall first submit site plans and specifications to the Declarant, its successors and/or assigns, or GPLA, its successors

and/or assigns, for its prior written approval. The Declarant and GPLA will be guided by the Master Plan and Development Standards.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be signed by its duly authorized officer as of the day and year first above written.

**GRIFFISS LOCAL DEVELOPMENT
CORPORATION**

By: _____
Steven J. DiMeo
Executive Vice President

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

On this _____ day of November, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVEN J. DiMEO, 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

SCHEDULE "B"

SECTION II
EXCEPTIONS WHICH WILL APPEAR IN TITLE POLICY

THE FOLLOWING ESTATES, INTERESTS, DEFECTS, OBJECTIONS TO TITLE, LIENS AND ENCUMBRANCES AND OTHER MATTERS ARE EXCEPTED FROM THE COVERAGE OF THE POLICY TO BE ISSUED:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

(a) created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated. (Loan Policy Only)

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law. (Loan Policy Only)

6. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

(a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or

(b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or

(c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:

(i) to timely record the instrument of transfer; or

(ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor. (Loan Policy Only)

7. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that is based on:

(a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or

(b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:

(i) to timely record the instrument of transfer; or

(ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor. (Owner's Policy Only)

SCHEDULE "B"

SECTION II (CONTINUED)

8. No title or interest is insured to any land within the lines of any highway or road entering into, running through or abutting upon the Premises.
9. This policy does not insure the exact acreage of the Premises described in Schedule "A" herein.
10. Rights of lessees or any parties in possession of the Premises other than the insured or owner.
11. NYS Department of Environmental Conservation-Division of Hazardous Waste Disposal Sites-Registry Site Owners Information as filed in the Oneida County Clerk's Office June 21, 1993, recites Hazardous Site Name: Griffis Air Force Base, Site Number: 633006. Registry Site City: Rome/Griffis AFB, County of Oneida, Tax Map Designation Section 225.000-1-1. Owner Name: U.S. Government. Registry Page Numbers 6-53, 6-54.
- ✓ 12. Declaration of Easements made by the United States of America and the County of Oneida dated as of April 11, 2000 and recorded in the Oneida County Clerk's Office on April 19, 2000 in Book of Deeds 2914 at Page 244.
13. Rights of the State of New York, if any, in and to all gold and silver mines.
- ✓ 14. Terms, covenants, conditions, restrictions, obligations, easements, rights of way and rights as contained in (i) a Quit Claim Deed made by The United States of America, acting by and through the Secretary of the Air Force to Oneida County Industrial Development Agency dated March 21, 2000 and recorded August 4, 2000 in the Oneida County Clerk's Office in Book of Deeds 2929 at Page 226; (ii) Quit Claim Deed made by The United States of America, acting by and through the Secretary of the Air Force to Oneida County Industrial Development Agency dated March 21, 2000 and recorded August 4, 2000 in the Oneida County Clerk's Office in Book of Deeds 2929 at Page 191; and (iii) a Quit Claim Deed made by The United States of America, acting by and through the Secretary of the Air Force to Oneida County Industrial Development Agency dated July 31, 2000 and to be recorded in the Oneida County Clerk's Office.
- ✓ 15. Terms, covenants, conditions, restrictions, obligations, easements, rights of way and rights set forth in the deed from OCIDA to GLDC dated June 21, 2001 and to be recorded in the Oneida County Clerk's Office in Book of Deeds ____ at Page ____.
- ✓ 16. Terms, covenants, conditions, restrictions, obligations, easements, rights of way and rights set forth in the deed from GLDC to Becknell, L.L.C. dated June 21, 2001 and to be recorded in the Oneida County Clerk's Office in Book of Deeds ____ at Page ____.
17. Any state of facts that an accurate survey of the Premises dated after April 17, 2001 would disclose.

NOTE: Map of the Premises entitled "Property Map Showing Lands To Be Conveyed to Oneida County Industrial Development Agency, (TRW Parcel), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 50027, dated April 17, 2001 shows the following:

- (a) a foundation and switchgear which encroaches approximately 2 feet into the northwesterly corner of the Premises;
- (b) an existing road (Brooks Road) running in a east-west direction through the northerly portion of the Premises;

- (c) a 60 inch CPP storm sewer running in a generally east-west direction through the northerly portion of the Premises together with manholes;
- (d) 15 foot building setback lines running parallel to and 15 feet to the south of the northerly boundary of the Premises and parallel to and 15 feet to the north of the southerly boundary of the Premises; a 20 foot setback line running parallel to and 20 feet to the east of the westerly boundary of the Premises; and a 30 foot building setback line running parallel to and 30 feet to the west of the easterly boundary of the Premises;
- (e) a proposed easement for Brooks Road (the "Brooks Road Easement") and a proposed easement for utilities (the "Utilities Easement") both running in a generally east-west direction through the northerly portion of the Premises;
- (f) a proposed service drive (the "Service Drive") running in a generally east-west direction through the southerly portion of the Premises.

NOTE: the exact location on the Premises of the aforesaid Service Drive, Brooks Road, improvements, underground and above-ground utility lines, pipes, structures, etc. is not insured.

- 18. Any state of facts that a physical inspection of the Premises would disclose.
- 19. Rights of others to the natural and unobstructed flow of water through any streams, creeks or drainage ditches located on the Premises (whether or not said streams, creeks or drainage ditches are shown on the Survey Map).
- 20. Rights of others to use the Brooks Road Easement, the Utilities Easement, and the Service Drive, all as depicted on the Survey Map.
- 21. Lien of any additional tax arising as a result of the loss of one or more real property tax exemptions.
- 22. Rights of others to use the streets and/or roadways known as Wright Drive, Hill Road, Ellsworth Road, Otis Street, Dart Circle, Brookley Road, Geiger Road, Ellington Avenue, Kirtland Drive, Mobile Avenue, and Brooks Road.

Amendment #1 to Lease Agreement
By and Between Becknell L.L.C. and Lucas Western, Inc.
Dated as of April 20, 2001

This **Amendment #1 to Lease Agreement** ("Amendment") is by and among **BECKNELL L.L.C.**, a limited liability company organized and validly existing under the laws of the State of Illinois with offices at 201 W. Springfield Avenue, Suite 601, Champaign, Illinois 61820 (the "Company") and **LUCAS WESTERN, INC.**, a corporation duly organized and validly existing under the laws of the State of Delaware having an office at 900 Richmond Road, Cleveland, Ohio (the "Tenant"), and the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, 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").

WHEREAS, the Agency has agreed to lease a certain industrial development facility (the "Facility") located at Otis Street at the corner of Brooks Road in the Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land"), more particularly described in Exhibit A attached hereto, to the Company pursuant to a Lease Agreement, dated as of September 1, 2001 (the "Agency Lease Agreement"), by and between the Agency, as lessor, and the Company, as lessee; and

WHEREAS, the Company wishes to sublease the Land and Facility to the Tenant pursuant to a Lease Agreement dated April 20, 2001 between the Company, as sublessor, and the Tenant, as sublessee (the "Sublease Agreement"); and

WHEREAS, as a condition for the Agency to enter into and perform the transactions contemplated by the Agency Lease Agreement, the Agency requires the Company and the Tenant to execute this Amendment #1 to Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants expressed herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Lease Agreement dated April 20, 2001 between the Company and the Tenant, as amended by this Amendment, shall be called the "Sublease Agreement" for purposes of the Agency's transaction with the Company regarding the Land and Facility. Upon Tenant's request, the Company shall cause a Memorandum of the Sublease Agreement (in a form acceptable to Tenant) to be recorded in the office of the Clerk of Oneida County. It is the intention of the parties hereto that none of the rights, remedies or benefits of the Tenant under the aforesaid Lease Agreement dated April 20, 2001 shall in any manner be impaired, waived, modified or adversely affected by the conversion of said Lease Agreement into a sublease pursuant to this Amendment. As used herein, the term "Premises" shall have the meaning set forth in the Sublease Agreement.

2. Tenant hereby acknowledges receipt of a copy of the Agency Lease Agreement dated as of September 1, 2001 between the Agency and the Company, a copy of which is attached hereto as Exhibit "B".

3. Company represents and warrants that (a) the term of the Agency Lease Agreement commences _____, 2001 ("Agency Lease Commencement Date"), (b) as of the Agency Lease Commencement Date, Company has a good and marketable leasehold interest in the "Land" and "Facility" under the Agency Lease Agreement, (c) as of the Agency Lease Commencement Date, the Agency Lease Agreement is valid, unmodified and in full force and effect, (d) Company has duly and punctually kept, observed and performed all of the obligations, terms, covenants, conditions and warranties of the Agency Lease Agreement that are to be kept, observed and performed by Company as the tenant thereunder, (e) Company is not in default under the Agency Lease Agreement and no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute a default under the Agency Lease Agreement, (f) the term of the Agency Lease Agreement will expire ten (10) years after the Agency Lease Commencement Date, (g) except for the Agency Lease Agreement, there are no leases of the Premises (as defined in the Sublease Agreement), (h) the "Premises" demised under the Sublease Agreement are identical to the "Land" and "Facility" demised under the Agency Lease Agreement, and (i) the copy of the Agency Lease Agreement attached hereto as Exhibit "B" is a true, complete and correct copy of the Agency Lease Agreement and all amendments and modifications thereof, if any.

4. Company shall fully and promptly perform, at its sole expense, all obligations of Company under the Agency Documents (as defined in the Agency Lease Agreement), including, without limitation, Company's obligations as the tenant under the Agency Lease Agreement and shall take all actions necessary or prudent to preserve Company's leasehold estate under the Agency Lease Agreement and all of Company's rights and benefits thereunder.

5. Company shall not agree to (a) any amendment, modification or termination of the Agency Lease Agreement, (b) any sale, conveyance, transfer, encumbrance or disposal of the Premises by the Agency, (c) any encumbrance, covenant, condition, restriction or agreement that would in any manner impose any cost, obligation, liability or expense on any tenant of the Premises or on any owner of the Premises that would be passed through to the Tenant under the Sublease, or (d) any release of part of the Premises from the operation of the Agency Lease Agreement, without, in each case, Tenant's prior written consent, in Tenant's reasonable discretion.

6. Company shall promptly deliver to Tenant copies of all default notices from the Agency with respect to the Agency Lease Agreement or the Premises.

7. Tenant shall have the right, but not the obligation, in Tenant's reasonable discretion, to take any action Tenant deems necessary or prudent to remedy or cure any defaults under the Agency Lease Agreement or other Agency Documents.

8. Company shall acquire title to the Premises from the Agency in accordance with the terms of the Agency Lease Agreement. If Tenant exercises its option to purchase the Premises as provided in the Sublease Agreement, then (unless Tenant elects otherwise pursuant to Section 11 hereof) Company shall promptly acquire good and marketable fee simple title to the Premises so that Company can fulfill its obligations to Tenant under the Sublease Agreement.

9. If, for any reason or cause, Company acquires fee simple title to the Premises, or if there is any merger of the interests of the Agency and the Company under the Agency Lease Agreement, then the Sublease Agreement shall not be extinguished or terminated, but rather shall continue as a lease between Company and Tenant pursuant to all of the same terms and conditions thereof and Company shall (without need of further documentation) be deemed to have acquired fee title to the Premises subject to the Sublease Agreement. In any such event, Company and Tenant shall nonetheless execute and deliver an appropriate amendment to the Sublease Agreement confirming the foregoing.

10. Company and Tenant agree that Company's acquisition of a good and marketable leasehold interest in the Premises pursuant to the Agency Lease Agreement shall satisfy the contingency set forth in Section 31 of the Sublease Agreement; provided however, that the foregoing shall not relieve Company from the obligation to acquire fee simple title to the Premises upon the expiration or termination of the Agency Lease Agreement or upon the exercise by Tenant of its option to purchase the Premises, as provided in the Sublease Agreement (subject to Tenant's right to elect to acquire Company's leasehold interest in the Premises under the Agency Lease Agreement pursuant to Section 11 hereof).

11. Section 14 of the Sublease Agreement is hereby amended to provide that, if Tenant exercises its option to purchase the Premises pursuant to said Section, then Tenant shall have the right to elect to either (a) acquire fee simple title to the Premises, as provided therein, or, (b) acquire Company's leasehold interest in the Premises under the Agency Lease Agreement. If Tenant elects to acquire said leasehold interest, then at the closing of the option to purchase transaction, Company shall assign to Tenant (or Tenant's nominee) a good and marketable leasehold interest in the Premises under the Agency Lease Agreement pursuant to an assignment of lease agreement in form and substance acceptable to Tenant, free and clear of all liens, encumbrances and rights of others of any nature (except for the Sublease Agreement, which Tenant may then terminate, in its sole discretion). If Tenant elects to acquire said leasehold interest as aforesaid, then such election shall not affect or change the purchase price to be paid in accordance with Section 14 of the Sublease Agreement.

12. In the event of any conflict between the Agency Lease Agreement and the Sublease Agreement with respect to any casualty or condemnation affecting the Premises, Company shall take such actions as are necessary to give effect to the provisions set forth in the Sublease Agreement and any elections made by Tenant thereunder, including, without limitation, the use of any insurance proceeds or condemnation awards for the restoration of the Premises. Without limiting the foregoing, Company shall not agree to or acquiesce in any termination of the Agency Lease Agreement related to any casualty or condemnation affecting the Premises, unless the Sublease Agreement is being terminated as a result of such casualty or condemnation pursuant to the terms of the Sublease Agreement.

13. The Agency agrees, represents and warrants as follows:

(a) Pursuant to Section 10.1(c) of the Agency Lease Agreement, Tenant shall receive from the Agency written notice of a default by Company thereunder and an opportunity to cure such default (in Tenant's sole discretion), to the same extent that the Agency is required to give notice and/or an opportunity to cure to the Company under the Agency Lease Agreement.

(b) The Agency acknowledges receipt of a true and correct copy of the Sublease Agreement and hereby consents to the Sublease Agreement, as amended by this Amendment, and all terms and provisions thereof.

(c) In the event of any conflict between the terms of the Agency Lease Agreement and the Sublease Agreement with respect to any casualty or condemnation affecting the Land or Facility, including, without limitation, the use of insurance proceeds, condemnation awards, restoration of the Facility, and the like, the Agency shall permit the Company to give effect to the relevant provisions of the Sublease Agreement, unless otherwise directed by Tenant. Without limiting the foregoing, Company shall be permitted to use insurance proceeds and condemnation awards in connection with any restoration or repair of the Facility under the Sublease Agreement.

(d) The Agency agrees that the Company may assign the Company's interest in the Premises under the Agency Lease Agreement to Tenant (or Tenant's nominee), without any further consent by the Agency, provided that in such event the Tenant assumes the Company's obligations under the Agency Lease Agreement.

(e) So long as Tenant and the Company are not in default under the Sublease Agreement (after expiration of any applicable cure periods), neither the Agency, nor any person or entity claiming rights by or through the Agency, shall disturb Tenant's possession of the Premises nor any of Tenant's rights or benefits under the Sublease Agreement.

(f) Except when exercising its rights under the Agency Lease Agreement to remedy a continuing default by the Company thereunder, the Agency shall not agree to (a) any amendment, modification or termination of the Agency Lease Agreement, (b) any sale, conveyance, transfer, encumbrance or disposal of the Premises by the Agency, (c) any encumbrance, covenant, condition, restriction or agreement that would in any manner impose any cost, obligation, liability or expense on any owner or tenant of the Premises, or (d) any release of part of the Premises from the operation of the Agency Lease Agreement, without, in each case, Tenant's prior written consent, in Tenant's reasonable discretion. This Section 13(f) shall not be deemed to limit the Agency's right under the Agency Lease Agreement to remedy any continuing default by the Company thereunder.

14. The Agency and the Tenant hereby waive all rights of recovery and causes of action which either has or may have or which may arise hereafter against the other for any damage to the Premises, or the property or business of either of them or of anyone claiming through either of them, by way of subrogation or otherwise, caused by any of the perils coverable (whether or not covered) by fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), boilers or contents insurance (irrespective of whether or not such insurance coverage is in fact carried or obtained), or by any other insurance for damage to property carried by the party whose property was damaged.

15. (a) The Tenant hereby agrees to indemnify and save harmless the Agency against any and all claims, debts, demands, suits, or obligations of every kind, character or description (except as hereinafter provided with respect to Environmental

Matters) which may be asserted, claimed, filed or brought against the Agency, to the extent that such claims, debts, demands, suits or obligations arise out of, or are asserted in connection with, the Tenant's operation of the Facility or the Tenant's ownership of the Tenant's interest in the Sublease Agreement, including any claim made by any sub-tenant, guest, employee, licensee, or agent of said Tenant. In addition thereto, the Agency shall not in any event whatsoever be liable for any injury or damage to any person happening on or about the Facility, or for any injury or damage to the Facility or to any property of Tenant, or to any property of any other person, firm, association or corporation on or about the facility unless caused by the negligence or intentional acts of the Agency, or their agents, servants or employees. Notwithstanding any provision of this Section 15(a) to the contrary, the provisions of this Section 15(a) shall not apply to any claims, debts, demands, suits or obligations related to or arising out of any fact, matter, condition or occurrence related in any manner to the environmental condition of the Premises, hazardous or toxic substances, materials or waste or any federal, state or local law, statute, regulation, rule, ordinance or code concerning the environment, human health and safety, or hazardous or toxic substances, materials or waste (collectively, "Environmental Matters"). The Tenant's indemnity of the Agency with respect to Environmental Matters is expressly set forth in and limited to the terms of Section 15(b) hereof.

(b) The Tenant hereby agrees to indemnify, reimburse, defend and hold harmless the Agency to the same extent and subject to the same terms and conditions as TRW Inc.'s agreement to indemnify, reimburse, defend and hold harmless the Agency set forth in that certain Indemnification Agreement dated as of April 20, 2001 by and among Griffiss Local Development Corporation, Economic Development Growth Enterprises Corporation and TRW Inc. ("Indemnification Agreement"), the terms and conditions of which are hereby incorporated into this Amendment by this reference. A true and complete copy of the Indemnification Agreement is attached hereto as Exhibit "C" and made a part hereof. Tenant hereby confirms and agrees that the term "OCIDA" as used in the Indemnity Agreement means and refers to the Agency.

16. The Company and the Tenant expect to enjoy certain cost savings as a result of the Company leasing the Premises from the Agency pursuant to the Agency Lease Agreement, rather than having the Company directly acquire fee simple title to the Premises prior to the commencement of the term of the Sublease, as follows. By virtue of the Agency holding title, the Company will avoid the obligation to pay mortgage taxes in connection with its financing of the Premises and will avoid paying sales taxes on materials, equipment and the like in its construction of improvements on the Premises. Also, the Company and the Tenant will benefit from certain real property tax abatements. As a condition to entering into the Agency Lease Agreement, and simultaneously participating in the Company's financing of the Premises, the Agency will require the Company to pay certain expenses (such as legal fees) directly incurred by the Agency in connection with said transactions ("Agency's Transaction Costs"). The Company and the Tenant anticipate that the Agency's Transaction Costs will not exceed \$30,000. The Company and the Tenant, each acting reasonably and in good faith, will calculate and agree on the relative economic benefits accruing to the Company and Tenant, respectively, as a result of the Agency holding title to the Premises, expressed as a percentage of the total economic benefit resulting therefrom ("Percentage Benefit"). Upon the closing of the Company's transactions with the Agency with respect to the Premises and the Agency Lease

Agreement, the Tenant shall reimburse the Company an amount equal to Tenant's Percentage Benefit multiplied by the Agency's Transaction Costs paid by the Company. In addition, the Tenant shall, during the term of the Agency Lease Agreement, reimburse the Company an amount equal to the basic annual rent payable under the Agency Lease Agreement (such basic rent being Five Hundred Dollars (\$500.00) per year) multiplied by Tenant's Percentage Benefit, with such reimbursement paid to the Company as and when such basic rent becomes due and payable under the Agency Lease Agreement.

17. (a) Company agrees that it will amortize over the term of the lease up to \$500,000 of additional tenant improvements in the Premises ("Additional Improvements"). The Additional Improvements shall be agreed to and identified by the Company and Tenant and shall be constructed by Hartrich Construction L.L.C. The price for the Additional Improvements shall be negotiated directly between Hartrich Construction L.L.C. and Tenant. Company shall pay the cost of the Additional Improvements ("Additional Improvements Cost") to Hartrich upon completion and the rent for the Initial Term and the schedule of minimum Prices payable with respect to the Purchase Option ("Minimum Option Prices") set forth in Section 14 of the Sublease Agreement shall increase as provided below upon such payment.

(b) For the first \$250,000 of the Additional Improvements Cost the annual rent per square foot (based on 110,000 square feet) for the Initial Term shall increase \$.10 per \$100,000 or part thereof. For the next \$125,000 of Additional Improvements Cost the annual rent per square foot for the Initial Term shall increase \$.11 per \$100,000 or part thereof. For the final \$125,000 of Additional Improvements Cost the annual rent per square foot for the Initial Term shall increase \$.12 for every \$100,000 or part thereof.

(c) The amount of the Additional Improvements Cost shall be added to the Minimum Option Prices set forth in Section 14 of the Sublease Agreement; provided, however, that such amount added to the Minimum Option Prices shall be reduced each year of the Term as follows:

- (i) Years one (1) through five (5): four percent (4%) per year.
- (ii) Years six (6) through ten (10): six percent (6%) per year.
- (iii) Years eleven (11) through fifteen (15): ten percent (10%) per year.

(d) Parties shall execute a memorandum setting forth the rent increase upon completion of the Additional Improvements and payment therefor by Company, setting forth the additional rent to be paid. The Additional Improvements covered by this Amendment shall only be for any improvements incorporated in the original construction of the building. Therefore, any such improvements not requested of Company on or before November 15, 2001 shall not be available for amortization in the Sublease Agreement.

18. This Amendment #1 to Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

19. The Agency is executing this Amendment solely with respect to Section 13, 14, 15 and 19 hereof. The Agency is not a party to any other provisions or Sections hereof. Notwithstanding that the Agency has executed this Amendment, the Agency shall not be required to be a party to any future amendments to the Sublease Agreement.

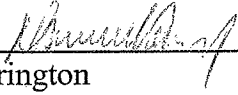
20. Neither the Company nor the Tenant will take any action, or fail to take any action, which would cause the Facility to not constitute a "project" as such quoted term is defined in the Act (as said term is defined in the Agency Lease Agreement).

21. All other provisions of the Sublease Agreement shall remain in full force and effect and the Sublease Agreement, as amended by this Amendment, is hereby ratified and confirmed.

[The rest of this page is intentionally left blank. Signatures are on the following page.]

IN WITNESS WHEREOF, the parties have caused this Amendment #1 to Lease Agreement to be executed in their respective names, all as of the date first above written.

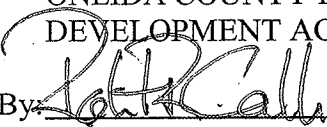
BECKNELL L.L.C.

By: 
Daniel G. Harrington
Member

LUCAS WESTERN, INC.

By: _____
S.J. Spiller
President

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Robert R. Calli
Its Chairman

TRW Inc. hereby consents to the foregoing Amendment #1 to Lease Agreement ("Amendment") and agrees that its Guaranty dated April 20, 2001 of the Lease Agreement between Becknell L.L.C. and Lucas Western, Inc. dated April 20, 2001 shall extend to all provisions and obligations of Lucas Western, Inc. under the Amendment.

TRW Inc.

By: _____
Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, the parties have caused this Amendment #1 to Lease Agreement to be executed in their respective names, all as of the date first above written.

BECKNELL L.L.C.

By: _____
Daniel G. Harrington
Member

LUCAS WESTERN, INC.

By: _____
S.J. Spiller
President

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Robert R. Calli
Its Chairman

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TRW Inc.

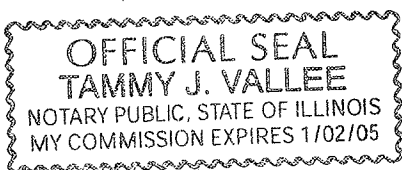
By: David B. Goldston
Name: David B. Goldston
Title: Assistant Secretary
Date: 12/6/01

STATE OF ILLINOIS)

: ss.:

COUNTY OF CHAMPAIGN)

On the 27th day of November 2001 before me, the undersigned a notary public in and for said state, personally appeared **Daniel G. Harrington**, 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.



Tammy J. Vallee
Notary Public

STATE OF OHIO)

: ss.:

COUNTY OF CUYAHOGA)

On the _____ day of November 2001 before me, the undersigned a notary public in and for said state, personally appeared **S.J. Spiller**, 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

STATE OF ILLINOIS)

: ss.:

COUNTY OF CHAMPAIGN)

On the _____ day of November 2001 before me, the undersigned a notary public in and for said state, personally appeared **Daniel G. Harrington**, 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

STATE OF OHIO)

: ss.:

COUNTY OF PORTAGE)

On the 5th day of December 2001 before me, the undersigned a notary public in and for said state, personally appeared **Stephen J. Spiller**, 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

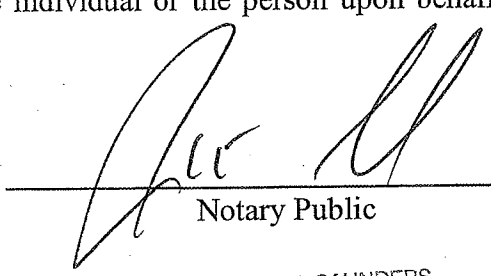
Theresa J. Scott
Notary Public, State of Ohio
My Commission Expires April 13, 2004
Recorded in Geauga County

STATE OF NEW YORK)

: ss.:

COUNTY OF ONEIDA)

On the 27th day of ^{December}~~November~~ 2001 before me, the undersigned a notary public in and for said state, personally appeared **Robert R. Calli**, 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

JOSEPH E. SAUNDERS
NOTARY PUBLIC, State of New York
Appointed in Oneida County
My Commission Expires Nov. 30, 2005

SECOND LEASE AMENDMENT

This Second Lease Amendment made and entered into this 25TH day of September, 2002 by and between LUCAS WESTERN, INC., hereinafter called Lessee, and BECKNELL L.L.C., hereinafter called Lessor.

WHEREAS, Lessee and Lessor entered into a Lease Agreement dated April 20, 2001, and

WHEREAS, the parties previously executed a lease amendment dated April 20, 2001 the parties now desire to once again amend said lease agreement.

NOW THEREFORE in consideration of the mutual covenants contained herein it is agreed that the Lease Agreement is amended as follows:

1. Lessor agrees to pay for up to an additional \$85,000 of additional improvements as requested by Lessee. It is agreed that approximately \$6,600 of this \$85,000 shall be paid to Hartrich Construction L.L.C. for work already preformed. The remaining balances shall be paid by Lessor as directed by Lessee to three contractors, those being M&R Heating and Air Conditioning, Gauthier Fabricating, and Commercial Roofing & Sheet Metal, Inc.. Lessor has paid \$18,074.97 to Gauthier Fabricating and \$5,740.00 to M&R Heating and Air Conditioning prior to the execution of the amendment; such amounts are included in the \$85,000.

2. Effective upon the execution date of this lease amendment the monthly rent shall be increased by the sum of \$850.00 to the following.

Years 1 - 5: \$61,327.08

Year 6 - 10: \$66,918.75

Years 11 - 15: \$73,152.08

3. The \$85,000 shall be added to the Minimum Option Prices set forth in Section 14 of the original Lease; provided, however, that such amount added to the Minimum Option Prices shall be reduced each year of the Term as follows:

- (i) Year one (1) through five (5): four percent (4%) per year.
- (ii) Years six (6) through ten (10): six percent (6%) per year.
- (iii) Years eleven (11) through fifteen (15): ten percent (10%) per year.

4. If the total costs of the currently-anticipated additional improvements ultimately amount to less than \$85,000, the parties agree that the April 20, 2001 Lease Agreement shall be amended again to credit the Lessee on an equitable basis for the difference between \$85,000 and the actual cost of improvements.

5. The parties hereby reaffirm all other terms and conditions of the original lease as thereafter amended.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

BECKNELL L.L.C., an Illinois Limited Liability Company

By: [Signature]
Name: Donald E. Harrington
Title: Member

LUCAS WESTERN INC., a Delaware Corporation

By: [Signature]
Name: STEPHEN J. SPILLER
Title: PRESIDENT

TRW Inc. hereby consents to the foregoing Second Lease Amendment ("Amendment") and agrees that its Guaranty dated April 20, 2001 of the Lease Agreement between Becknell L.L.C. and Lucas Western, Inc. dated April 20, 2001 shall extend to all provisions and obligations of Lucas Western, Inc. under this amendment.

TRW Inc.

By: David B. Goldston

Name: David B. Goldston

Title: Assistant Secretary

Date: September 9, 2002

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

Rome, New York

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made as of the date of last execution hereof by and between LUCAS WESTERN INC., a Delaware corporation ("Assignor") and GOODRICH CORPORATION, a New York corporation ("Assignee").

RECITALS:

A. Reference is made to that certain Lease Agreement dated April 20, 2001 by and between Becknell L.L.C., an Illinois limited liability company ("Lessor"), as landlord, and Assignor, as tenant, as amended by Amendment dated April 20, 2001 (as so amended, the "Lease"). Pursuant to the Lease, Lessor did lease to Assignor and Assignor did lease from Lessor certain premises ("Premises") known for street numbering purposes as 104 Otis Street, Rome, New York and more particularly described on Exhibit "A" attached hereto and made a part hereof for the term and upon the rentals and the terms and conditions therein set forth.

B. TRW Inc., an Ohio corporation ("TRW") and Assignee have entered into that certain Master Agreement of Purchase and Sale dated June 18, 2002 (the "Purchase Agreement") providing for the purchase by Assignee of certain assets of TRW and Assignor, and, more particularly, the assignment and assumption of the Lease, as provided herein.

C. Assignor and Assignee desire that, effective as of October 1, 2002 (the "Transfer Date"), Assignor shall assign to Assignee at the same rentals and upon the same covenants, terms, conditions and provisions as are set forth in the Lease, Assignor's interest in the Lease upon the undertaking by Assignee to: (i) assume the payment of all rentals and other charges under the Lease; and (ii) perform, keep and observe all covenants, terms, conditions and provisions required to be performed, kept and observed by the tenant under the Lease, and which may accrue or be required to be performed, kept and observed from and after the Transfer Date.

WITNESSETH:

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Each of the Recitals set forth above are hereby incorporated into this Assignment as if fully set forth herein.
2. Effective as of the Transfer Date, Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the Lease and the Premises for the remainder of the term of the Lease at the same rentals and upon the same covenants, terms, conditions and provisions as are contained in the Lease to the same extent as if said rentals, covenants, terms, conditions and provisions had been fully set forth herein.

3. Assignee hereby accepts the foregoing assignment, assumes all of Assignor's right, title and interest under the Lease and agrees to, from and after the Transfer Date: (i) to pay Lessor all rentals and other charges reserved in the Lease or accruing thereunder from and after the Transfer Date; and (ii) to assume, perform, keep and observe all covenants, terms, conditions and provisions required to be performed, kept and observed by the tenant under the Lease, and which may accrue or be required to be performed, kept and observed from and after the Transfer Date.

4. Assignor agrees to: (i) pay Lessor all rentals and other charges reserved in the Lease or accruing thereunder arising from, relating to or in connection with the period before the Transfer Date; and (ii) perform, keep and observe all covenants, terms, conditions and provisions required to be performed, kept and observed by the tenant under the Lease, and which may accrue or be required to be performed, kept and observed before Transfer Date.

5. Assignor shall not be bound by or subject to any terms or provisions of or any liability arising out of any modification or amendment of the Lease to which Assignor is not party.

6. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

7. This Assignment may be executed in any number of counterparts, each and all of which when taken together shall be deemed for all purposes to be one agreement.

8. If any request, notice, consent, approval or demand is to be given or served on either party to this Assignment, such request, notice, consent, approval or demand shall be in writing, shall specifically reference the date of this Assignment and the address of the Premises and shall be delivered (a) personally, (b) by certified mail, return receipt requested, or (c) by "next day" delivery service if receipted therefor, addressed as follows:

To Assignor:

Lucas Western Inc.
c/o TRW Inc.
1900 Richmond Road
Cleveland, OH 44124
Attn: Secretary
Fax: (216) 291-7070

To Assignee:

Goodrich Corporation
Four Coliseum Centre
2730 West Tyvola Road
Charlotte, NC 28217
Attn: Corporate Secretary
Fax: (704) 423-7034

or elsewhere, as the respective parties may from time to time designate in writing. All notices shall be deemed given on the earlier of when received or three (3) postal delivery days after depositing such notice, postpaid, in the mail.


9. This Assignment shall be governed by the law of the state in which the Premises is located.

10. This Assignment may not be changed or modified in any manner other than by an agreement in writing executed by each party hereto.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment under seal as of the date first above written.

ASSIGNOR:

LUCAS WESTERN INC.

By: 
Print Name: STEPHEN J. SPILLER
Title: PRESIDENT
Date: 9/21/02

ASSIGNEE:

GOODRICH CORPORATION

By: _____
Print Name: _____
Title: _____
Date: _____

10. This Assignment may not be changed or modified in any manner other than by an agreement in writing executed by each party hereto.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment under seal as of the date first above written.


ASSIGNOR:

LUCAS WESTERN INC.

By: _____
Print Name: _____
Title: _____
Date: _____

ASSIGNEE:

GOODRICH CORPORATION

By:  _____
Print Name: ALEXANDER C. SCHUCH
Title: VICEPRESIDENT, ASSOCIATE GENERAL COUNSEL AND SECRETARY
Date: 9/27/02

STATE OF Ohio)

COUNTY OF PORTAGE)

SS:

On the 27 day of SEPT., 2002, before me, the undersigned, personally appeared S.J. SPURER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the City of Aurora, State of Ohio.

Frank A. DiPiero

Notary Public

My commission expires: FRANK A. DIPIERO, Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 R. C.

STATE OF _____)

COUNTY OF _____)

SS:

On the ____ day of _____, 2002, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the City of _____, State of _____.

Notary Public

My commission expires: _____

This instrument prepared by:

BENESCH, FRIEDLANDER,
COPLAN & ARONOFF LLP
2300 BP Tower
200 Public Square
Cleveland, Ohio 44114-2378
(216) 363-4500

STATE OF _____)
)
COUNTY OF _____)

SS:

On the ____ day of _____, 2002, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the City of _____, State of _____.

Notary Public

My commission expires: _____

STATE OF New York)
)
COUNTY OF New York)

SS:

On the 27th day of September, 2002, before me, the undersigned, personally appeared Alexander C. Storch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the City of New York, State of New York.

Notary Public

My commission expires: _____

JASON SMITH
NOTARY PUBLIC, State of New York
No. 04SM0067357
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Dec. 10, 2005

This instrument prepared by:

BENESCH, FRIEDLANDER,
COPLAN & ARONOFF LLP
2300 BP Tower
200 Public Square
Cleveland, Ohio 44114-2378
(216) 363-4500

Certificate of Compliance

CERTIFICATE NO. 01-344

WITH THE PROVISIONS OF THE ZONING ORDINANCE, THE

BUILDING CODE

AND RELATED LAWS OF

The City of Rome, New York

THIS IS TO CERTIFY that the new - ~~altered~~ - ~~existing~~ - building - premises, located at

(TRW BLDG.) 100-104 OTIS STREET

conforms to the requirements for *Location and Use*, provided by the Zoning Ordinance, and to the approved Plans and Specifications, as to requirements of the Building Code and all other Laws and Ordinances, Rules and Regulations applicable to a building of its class and kind at the time the Permit was issued.

Date of Permit 7-25-01 19 Occupancy Group C3.2 Type of Construction 2b

Permissible Use and Occupancy

STORY	USE	PERSONS	LIVE LOAD	STORY	USE	PERSONS	LIVE LOAD
1	Industrial	200	100#				

Signed

Ronald J. Carollo

Ronald J. Carollo

Code Enforcement Officer

Date of Certificate 12-10-01 19

Certificate of Compliance

CERTIFICATE NO. 01-344

WITH THE PROVISIONS OF THE ZONING ORDINANCE, THE

BUILDING CODE

AND RELATED LAWS OF

The City of Rome, New York

THIS IS TO CERTIFY that the new - ~~altered~~ - ~~existing~~ - building - premises, located at

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Date of Permit 7-25-01 19 Occupancy Group C3.2 Type of Construction 2b

Permissible Use and Occupancy

STORY	USE	PERSONS	LIVE LOAD	STORY	USE	PERSONS	LIVE LOAD
1	Industrial	200	100#				

Signed

Ronald J. Carollo

Ronald J. Carollo

Code Enforcement Officer

Date of Certificate 12-10-01 19

BECKNELL DEVELOPMENT HOLDINGS L.L.C.

201 WEST SPRINGFIELD AVENUE, SUITE 601

P.O. BOX 1550

CHAMPAIGN, ILLINOIS 61820

TELEPHONE: (217) 352-4167

FACSIMILE: (217) 352-8707

March 17, 2003

VIA CERTIFIED MAIL (Return Receipt Requested)

**Goodrich Corporation
Four Coliseum Centre
2730 West Tyvola Road
Charlotte, NC 28217
Attn: Corporate Secretary**

**Suzanne Saganich
Porter Wright Morris & Arthur
925 Euclid Avenue
Suite 1700
Cleveland, OH 44115**

**Re: Lease dated April 20, 2001 between Becknell L.L.C. and Lucas
Western Inc.**

To Whom It May Concern:

**Pursuant to Paragraph 24 of the above referenced lease the landlord
hereby designates the following addresses for notices to be sent pursuant to the
Lease:**

**Becknell Development Holdings L.L.C.
c/o Daniel G. Harrington
201 West Springfield Avenue
Suite 601
Champaign, Illinois 61820**


**Howard Cohen
Locke Reynolds LLP
201 North Illinois Street
Suite 1000
Indianapolis, IN 46204**

**LaSalle Bank National Association
Suite 1225
135 South LaSalle Street
Chicago, Illinois 60603
Attn: Real Estate Division**

Please let me know if you have any questions.

Yours truly,

BECKNELL DEVELOPMENT HOLDINGS L.L.C.


Daniel G. Harrington

**DGH/tv
Enclosures**

TENANT ESTOPPEL CERTIFICATE

TO: UBS Realty Investors LLC ("UBS"), Becknell 2004, and/or one or more partnership or limited liability companies in which UBS has or will have an interest or one or more of its affiliates or designees, and/or who else it may

THIS IS TO CERTIFY THAT:

1. The undersigned is the lessee ("Tenant") under that certain lease dated April 20, 2001 ("Lease") by Becknell L.L.C. as Lessor ("Landlord") and Lucas Western, Inc. as Tenant, covering those certain premises commonly known and designated as 104 Otis Street, Rome, New York ("Premises").
2. The Lease has not been modified, changed, altered, assigned, supplemented or amended in any respect (except as indicated below). The Lease is not in default and is valid and in full force and effect on the date hereof. The Lease is the only lease or agreement between the Tenant and the Landlord affecting or relating to the Premises. The Lease represents the entire agreement between the Landlord and the Tenant with respect to the Premises. The lease was amended by a Amendment #1 to Lease Agreement dated April 20, 2001. The lease was also amended by a Second Lease Amendment Dated 25th day of September, 2002. The Lease was assigned to Goodrich Corporation by a Lease Assignment and Assumption Agreement dated September 27, 2002.
3. The Tenant is not entitled to, and has made no agreement(s) with the Landlord or its agents or employees concerning, free rent, partial rent, rebate of rent payments, credit, counterclaim or offset or deduction in rent, or any other type of rental concession, including, without limitation, lease support payments or lease buy-outs (except as indicated below). _____
4. Except as provided below, Landlord has completed, and, if required under the Lease, paid for, any and all tenant work required under the Lease and Tenant has accepted the Premises. Tenant is not entitled to any further payment or credit for tenant work. _____
5. The Tenant now occupies the Premises. The Lease term commenced December 1, 2001. The termination date of the present term of the Lease, excluding unexercised renewals, is November 30, 2017.
6. The fixed minimum rent is \$61,327.08 per month. Tenant's security deposit is \$0. Tenant has paid all rent, additional rents and other sums due and payable under the Lease for the Premises for the period up to and including _____. No rent has been paid more than one (1) month in advance of its due date, except as indicated below. _____

7. Notwithstanding to the knowledge of Tenant, the Landlord is in default under any of the covenants or provisions of the Lease. Tenant has not delivered to Landlord any notice of default with respect to Landlord's obligations under the Lease. Any right of Tenant to terminate this Lease is hereby affirmed or waived.

8. As provided in the Lease, Tenant has no outstanding options or rights of first refusal to purchase the Premises or any part thereof or all any part of the real property of which the Premises are a part.

9. Tenant has not sublet the Premises to any sublessee and has not assigned or hypothecated any of its rights under the Lease, except as indicated below.

10. The address for notices to be sent to Tenant is as set forth in the Lease.

11. The Premises have not been used by Tenant for any activities which, involve the use, generation, treatment, storage transportation or disposal of any petroleum product or any toxic or hazardous chemical, material substance, pollutant or waste, except for routine uses of small quantities of hazardous materials as legally authorized in general warehouse and/or office operations.

12. Tenant acknowledges that the above-referenced addressees will rely upon the truth of this certification in acquiring the Premises or an interest therein. This Tenant Estoppel Certificate shall inure to the benefit of said addressees and their respective nominees, successors, assigns, participants and designees and shall be binding upon Tenant and its successors and assigns.

GOODRICH CORPORATION

By: 

Name: _____

Its: _____

Date: _____

**ASSIGNMENT AND ASSUMPTION OF LEASES, SERVICE AND
MAINTENANCE CONTRACTS, GUARANTEES, WARRANTIES, PERMITS,
LICENSES AND APPROVALS, CERTIFICATES OF OCCUPANCY,
FRANCHISES, PERSONAL PROPERTY, INTANGIBLE PROPERTY, OTHER
PROPERTY INTERESTS, BILL OF SALE AND GENERAL ASSIGNMENT**

THIS ASSIGNMENT AND ASSUMPTION OF LEASES, SERVICE AND MAINTENANCE CONTRACTS, GUARANTEES, WARRANTIES, PERMITS, LICENSES AND APPROVALS, CERTIFICATES OF OCCUPANCY AND FRANCHISES, PERSONAL PROPERTY, INTANGIBLE PROPERTY, OTHER PROPERTY INTERESTS, BILL OF SALE AND GENERAL ASSIGNMENT (the "Assignment") is entered into by and between BECKNELL DEVELOPMENT HOLDINGS, L.L.C. ("Assignor"), an Illinois limited liability company, and NEW YORK BECKNELL INVESTORS TWO LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor desires to assign and transfer to Assignee certain leases, contracts and other property in connection with its transfer of the Property to Assignee, and Assignee desires to accept such assignment.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, delegates, sets over and transfers to Assignee all of Assignor's rights, title and interest (if any), in, to, through, and under all of the following property interests situated in, on, at or used in connection with that certain real property located at and more commonly known as 104 Otis Street, Rome, NY, as more fully described in **Exhibit A** attached hereto and made a part hereof, **TOGETHER WITH** all reversions, remainders, easements, rights of way, appurtenances, tenements, hereditaments, and water rights, if any, and with the improvements and certain personal and intangible property located thereon (collectively, the "**Property**");

(a) leases, security, and utility, and other deposits (together with any interest accrued thereon), insurance proceeds, grants, eminent domain, and condemnation awards (together with any interest accrued thereon) pertaining to the use and occupancy of the Property;

(b) service, supply, management, leasing, and maintenance contracts entered into by the Assignor in connection with the operation of the Property;

(c) guarantees, warranties, permits, licenses, approvals, insurance policies including Assignor's owner's title insurance policy, certificates of occupancy and franchises relating to the zoning, land use, ownership, operation, occupancy, construction or maintenance of the Property running to or in favor of Assignor or the Property, and bank accounts, letters of credit, and deposits relating to the Property;

(d) Assignor's rights, if any, to use any names associated with the Property, and any other intangible property, rights, privileges and appurtenances related to or used in connection with any of the Property, including, without limitation, all business goodwill, telephone exchange numbers, contract rights, agreements, tenant lists and claims and rights of action against third parties relating to the Property, including proceeds of any real property tax appeals;

(e) drawings, plans and specifications, soil reports, architectural drawings, environmental reports, building and other permits and variances, warranties, guaranties, bonds, and sureties now or hereafter issued, obtained or received by Assignor in connection with the construction or operation of, or equipment on, the Property, including, without limitation, all rights of Assignor under any architectural, engineering or construction contracts with respect to the Property;

(f) Assignor's rights and interests, if any, in and to all air rights, development rights, and similar rights or entitlements relating to or affecting the Property;

(g) those certain items of fixtures, equipment, furniture, furnishings, and other personal property kept at or on the Property and their warranties and guaranties, if any; and

(h) internet website domain name and all the content of such internet website, if any, the acceptance of which shall be at Assignee's sole discretion.

2. Assignee hereby accepts the assignments set forth in paragraph 1 and assumes and agrees to perform, discharge, and observe all of the duties, obligations, undertakings and liabilities of Assignor accruing thereunder after the date hereof.

3. The covenants, undertakings and agreements herein made on the part of Assignee are made and intended to bind only Assignee, and no personal liability shall at anytime be asserted or enforceable against Assignee or its members or their partners; members, shareholders, officers, directors, employees or investment advisors, including, without limitation, Trumbull Becknell Investors II LP and UBS Realty Investors LLC.

4. If any provision of this Assignment or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Assignment or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

5. If any litigation between Assignor and Assignee arises out of or relating to this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation including, without limitation, reasonable attorneys' fees.

6. Assignor and Assignee acknowledge and agree that Assignor makes no representations or warranties, expressed or implied, as to the assignability, terms or provisions of the instruments, items, and matters being assigned hereunder.

7. No modification, waiver, amendment, discharge or change of this Assignment shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

8. This Assignment and the obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns, shall be governed by and construed in accordance with the laws of the State of Illinois, applicable to agreements made and to be wholly performed within said State, and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

STATE OF ILLINOIS)

COUNTY OF Champaign)

SS:

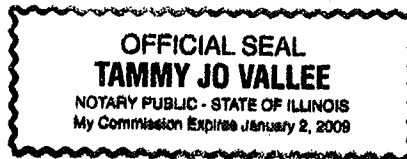
The foregoing instrument was acknowledged before me on the 15th day of February, 2005 by Daniel G. Harrington, of Becknell Development Holdings L.L.C., an Illinois limited liability company, on behalf of said Company.

WITNESS my hand and official seal.

Tammy Jo Vallee
Notary Public

My Commission Expires:

01/02/05



STATE OF ILLINOIS)

COUNTY OF Champaign)

SS:

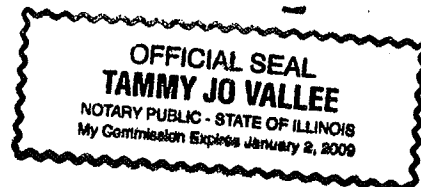
The foregoing instrument was acknowledged before me on the 15th day of February, 2005, by Daniel G. Harrington of New York Becknell Investors Two LLC, a Delaware limited liability company, on behalf of said Company.

WITNESS my hand and official seal.

Tammy Jo Vallee
Notary Public

My Commission Expires:

01/02/09



CONSENT BY LANDLORD TO LEASES

The undersigned, New York Becknell Investors Two LLC, as Landlord under that certain Lease Agreement (the "Lease") with Lucas Western, Inc., the predecessor in interest to Goodrich Corporation ("Tenant") as tenant therein, for certain premises at 104 Otis Street, Griffiss Business and Technology Park, Rome, New York (the "Premises"), hereby consents to the Tenant entering into the following documents:

- (i) Company Lease between Goodrich Corporation, as landlord, and Oneida County Industrial Development Agency, as tenant; and
- (ii) Leaseback Agreement between Oneida County Industrial Development Agency, as landlord and Goodrich Corporation as tenant regarding the Premises.

The foregoing consent is upon the express understandings and conditions that:

- a. Landlord neither approves nor disapproves the terms, conditions and agreements contained in the Company Lease and Leaseback Agreement (all of which shall be subordinate and subject at all times to the terms, covenants and conditions of the Lease) and assumes no liability or obligation of any kind whatsoever on account of anything contained in the Company Lease and Leaseback Agreement;
- b. By executing this consent, Landlord shall not be deemed to have waived any rights under the Lease nor shall Landlord be deemed to have waived Tenant's obligations to obtain any required consents under the Lease (other than consent to the Company Lease and Leaseback Agreement themselves);
- c. Notwithstanding anything in the Company Lease and Leaseback Agreement to the contrary, Tenant shall be and continue to remain liable for the payment of rent and the full and prompt performance of all of the obligations of Tenant under and as set forth in the Lease;
- d. Nothing contained in the Company Lease and Leaseback Agreement shall be taken or construed to in any way modify, alter, void, waive or affect any of the terms, covenants or conditions contained in the Lease (including, but not limited to the Purchase Option and Right of First Refusal contained in the Lease); and
- e. There shall be no further subletting or assignment of all or any portion of the Premises under the Lease except in accordance with the terms and conditions of the Lease.

Signatures on following page

LANDLORD:

NEW YORK BECKNELL INVESTORS TWO LLC,
a Delaware limited liability company

By: BECKNELL 2004, an Illinois general partnership,
its sole member

By: BECKNELL INDUSTRIAL OPERATING
PARTNERSHIP, L.P., its authorized partner

By: BECKNELL INDUSTRIAL OPERATING
PARTNERSHIP, GP, LLC, its general partner

By: 
Authorized Signatory

ACCEPTED TO AND AGREED BY:

TENANT

GOODRICH CORPORATION

By: _____ Date _____
Stephen Forino, President
United Technologies Realty, Inc.
Authorized agent

GOODRICH CORPORATION, A UTC AEROSPACE COMPANY,
DOING BUSINESS BY AND THROUGH ITS
POWER TRANSMISSION SYSTEMS BUSINESS UNIT

to

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

COMPANY LEASE

Dated as of July 1, 2013

Oneida County Industrial Development Agency
2013 Real Estate Lease
(Goodrich Corporation Facility)

THIS LEASE AGREEMENT, dated as of the 1st day of July 2013, by and between **GOODRICH CORPORATION, a UTC Aerospace Company, doing business by and through its Power Transmission Systems business unit**, a New York corporation with an address of 104 Otis Street, Rome, New York 13441 (the "Company") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Agency").

WITNESSETH:

The Company owns a leasehold interest in the real property, including any buildings, structures or improvements thereon, described in Exhibit A attached hereto (the "Real Property") under a Lease Agreement dated April 20, 2001, as amended (the "Lease Agreement") between New York Becknell Investors Two LLC and the Company; and

The Company owns the equipment described in Exhibit B attached hereto (the "Equipment") (the Real Property and the Equipment referred to collectively as the "Leased Premises"); and

The Company desires to rent to the Agency the Leased Premises during the term of the Leaseback Agreement between the Agency and the Company dated the date hereof (the "Leaseback Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Granting Clause. The Company hereby leases to Agency the Leased Premises, upon the terms and conditions of this Company Lease.
2. Warranty of Title. The Company warrants that it has a valid leasehold interest in the Real Property and owns legal title to the Equipment.
3. Term. The term of this Lease Agreement shall be coterminous with the term of the Leaseback Agreement (the "Lease Term").
4. Rent. The Agency agrees that it will pay to the Company, for the use of the Leased Premises, rent of One Dollar (\$1.00) per annum.
5. Taxes. The Company agrees to pay all taxes to be assessed on, or charges or expenses incurred with respect to, the Leased Premises during the Lease Term.
6. Maintenance and Insurance of Premises. The Company shall maintain and insure the Leased Premises. The Agency shall not be required to maintain the Leased Premises or incur any costs with respect to the Leased Premises. All insurance or condemnation proceeds shall be distributed and governed by the Leaseback Agreement.
7. Lease Expiration. The parties agree that at the expiration of the Lease Term the Agency will surrender the Leased Premises to the Company in the then condition of the Leased Premises.

8. Hold Harmless. The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its executive director, officers, members and employees, and their respective successors or personal representatives, harmless from and against any all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Leased Premises or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Leased Premises or as a result of a breach by the Company of its representations or agreements contained herein or in the Leaseback Agreement, or (ii) liability arising from or expense incurred by the Agency's financing, renovation, equipping, owning and leasing of the Leased Premises, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; except, however, that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified party to the extent that such an indemnity would be prohibited by law.

9. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To the Agency: Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441
Attn.: Chairman


To the Company: Goodrich Corporation
104 Otis Street
Rome, New York 13441
Attn.: Chad L. Sheline, General Manager, Power Transmission
Systems

Or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section.

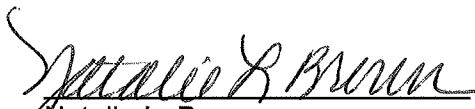
[signature page follows]

IN WITNESS WHEREOF, the Company and the Agency have caused this Company Lease to be executed in their respective names, all as of the date first above written.

GOODRICH CORPORATION, a UTC
Aerospace Company, doing business by and
through its Power Transmission Systems
business unit

By: 
Chad L. Sheline
General Manager, Power
Transmission Systems

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Natalie L. Brown
Vice Chairman

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

On the 26th day of July 2013 before me, the undersigned a notary public in and for said state, personally appeared **Chad L. Sheline**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
Commission Expires August 1, 2014

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

On the 26th day of July 2013 before me, the undersigned a notary public in and for said state, personally appeared **Natalie L. Brown**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
Commission Expires August 1, 2014

"Exhibit A"

All that Tract, Piece or Parcel of land situate in the City of Rome, County of Oneida and State of New York; as shown on the Map entitled "Property Map Showing Lands to be conveyed to Oneida County Industrial Development Agency"; Prepared by Michael P. Waters, P.L.S. No. 50027, and dated April 17, 2001. Said Parcel and being more particularly described as follows:

Beginning at a point on the proposed easterly street boundary of Otis Street at its intersection with the northerly side of Brooks Road;

Thence through the lands of The United States of America the following five (5) courses and distances;

1. North 80° 24' 48" East, 419.61 feet to a point;
2. North 88° 15' 59" East, 324.33 feet to a point;
3. South 01° 44' 01" East, 629.28 feet to a point;
4. South 88° 26' 06" West, 740.00 feet to the aforementioned proposed easterly street boundary of Otis Street.
5. North 01° 44' 01" West, along said proposed street boundary 569.77 feet to the place of beginning, being 452,944.1± square feet or 10.398 acres, more or less

EXCEPTING and reserving an easement for ingress and egress along the proposed service drive;

Beginning at the southwest corner of the above-described parcel to be conveyed;

Thence North 01° 44' 01" West, 15.00 feet along the aforementioned proposed easterly street boundary of Otis Street to a point;

Thence through the above-described parcel the following four (4) courses and distances;

1. North 88° 26' 06" East, 356.30 feet to a point of curvature;
2. Easterly along a curve to the left having a radius of 40.00 feet, a chord length of 36.71 feet and a chord direction of North 61° 07' 22" East to a point of reverse curvature;
3. Easterly along a curve to the right having a radius of 55.00 feet, a chord length of 99.20 feet and a chord direction of South 82° 47' 15" East to a point;
4. North 88° 26' 06" East, 253.32 feet to its intersection with the proposed easterly division line of the above-described parcel;

thence South 01° 44' 01" East, 15.00 feet along said proposed division line to its intersection with the proposed southerly division line of the above-described parcel;

thence South 88° 26' 06" West, along said proposed division line 740.00 feet to the place of beginning, being 14,310.0± square feet or 0.328 acre, more or less.

ALSO excepting and reserving an easement for ingress and egress and utilities over Brooks Road;

Beginning at the northwest corner of the above-described parcel to be conveyed;

Thence along the proposed northerly division line the following two (2) courses and distances;

1. North 80° 24' 48" East, 419.61 feet to a point;
2. North 88° 15' 59" East, 324.33 feet to its intersection with the proposed easterly division line of the above-described parcel to be conveyed;

thence South 01° 44' 01" East along said proposed division line 40.00 feet to a point;

thence through the above-described parcel to be conveyed the following two (2) courses and distances;

1. South 88° 15' 59" West 284.99 feet to a point;
2. South 80° 24' 48" West, 459.32 feet to its intersection with the proposed easterly street boundary of Otis Street;

thence North 01° 44' 01" West along said proposed street boundary 45.43 feet to the place of beginning, being 31,962.5± square feet or 0.733± acre, more or less.

ALSO excepting and reserving an easement for utilities through the parcel to be conveyed;

Beginning at a point on the proposed easterly street boundary of Otis Street; said point being southerly along said street boundary 45.4± feet from its intersection with the proposed northerly division line of the above-mentioned parcel to be conveyed;

Thence through the above-described parcel to be conveyed the following two (2) courses and distances;

1. North 82°13'54" East, 459.49 feet to a point;
2. North 86°01'34" East 283.27 feet to its intersection with the proposed easterly division line of the above-described parcel to be conveyed;

thence South 01°44'01" East along said proposed division line 20.01 feet to a point; thence through the above-described parcel to be conveyed the following two (2) courses and distances;

1. South 86° 01'34" West 281.81 feet to a point;
2. South 82°13'54" West, 460.95 feet to its intersection with the proposed easterly street boundary of Otis Street;

thence North 01° 44' 01" West along said street boundary 20.11 feet to the place of beginning, being 14,855.2± square feet or 0.341 acre, more or less.

EXHIBIT B

All fixtures, building materials and items of personal property constructed, renovated and installed and/or to be constructed, renovated and installed in connection with the completion of the Goodrich Corporation Facility located in the City of Rome, Oneida County, New York.



ONEIDA COUNTY – STATE OF NEW YORK
SANDRA J. DEPERNO COUNTY CLERK
800 PARK AVENUE, UTICA, NEW YORK 13501

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



Recording:

Cover Page	20.00
Number of Pages	40.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 85.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 85.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 6004
Transfer Tax
Consideration: 0.00

Total: 0.00

INSTRUMENT #: R2013-000974

Receipt#: 2013534767

Clerk: GA

Rec Date: 07/30/2013 01:52:39 PM

Doc Grp: MR

Descrip: LEASE (ANY)

Num Pgs: 8

Party1: GOODRICH CORP

Party2: ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Record and Return To:

BOND SCHOENECK & KING PLLC
501 MAIN STREET
UTICA NEW YORK 13501

Memorandum of Company Lease

This MEMORANDUM OF COMPANY LEASE dated as of July 1, 2013, by and between **GOODRICH CORPORATION, a UTC Aerospace Company, doing business by and through its Power Transmission Systems business unit**, a New York corporation with an address of 104 Otis Street, Rome, New York 13441 (the "Company") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Agency").

The Company and the Agency entered into a Company Lease dated as of July 1, 2013 (the "Company Lease") whereby the Company leases to the Agency premises described in Exhibit A attached hereto and made a part hereof and equipment described in Exhibit B attached hereto and made a part hereof.

The Company Lease provides for the rental of the premises by the Company to the Agency for a term commencing July 1, 2013 and terminating at 11:59 p.m. on June 30, 2024 (the "Lease Term").

The Company Lease is available for inspection during normal business hours at the offices of the Agency indicated above.

This Memorandum of Company Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[signature page follows]

2013534767

Clerk: GA

R2013-000974

07/30/2013 01:52:39 PM

LEASE (ANY)


8 Pages

Sandra J. DePerno, Oneida County Clerk

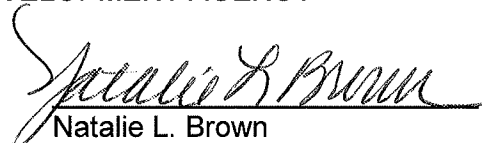
Record and Return to:
Bond, Schoeneck & King, PLLC
501 Main Street
Utica NY 13501

IN WITNESS WHEREOF, the Agency and the Company have caused this **Memorandum of Company Lease** to be executed in their respective names on July 1, 2013.

GOODRICH CORPORATION, a UTC
Aerospace Company, doing business by and
through its Power Transmission Systems
business unit

By: 
Chad L. Sheline
General Manager, Power
Transmission Systems

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Natalie L. Brown
Vice Chairman

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

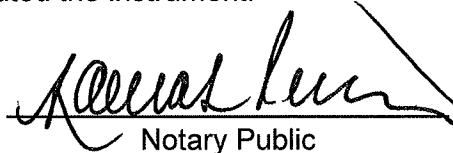
On the 26th day of July 2013 before me, the undersigned a notary public in and for said state, personally appeared **Chad L. Sheline**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged 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. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
Commission Expires August 1, 2014

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

On the 26th day of July 2013 before me, the undersigned a notary public in and for said state, personally appeared **Natalie L. Brown**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
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Beginning at a point on the proposed easterly street boundary of Otis Street at its intersection with the northerly side of Brooks Road;

Thence through the lands of The United States of America the following five (5) courses and distances;

1. North 80° 24' 48" East, 419.61 feet to a point;
2. North 88° 15' 59" East, 324.33 feet to a point;
3. South 01° 44' 01" East, 629.28 feet to a point;
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3. Easterly along a curve to the right having a radius of 55.00 feet, a chord length of 99.20 feet and a chord direction of South 82° 47' 15" East to a point;
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EXHIBIT B

All fixtures, building materials and items of personal property constructed, renovated and installed and/or to be constructed, renovated and installed in connection with the completion of the Goodrich Corporation Facility located in the City of Rome, Oneida County, New York.



**Combined Real Estate
Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

Recording office time stamp

2013 JUL 30 PM 1:50
ONEIDA COUNTY
CLERK'S OFFICE

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A — Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor)	Social security number
	GOODRICH CORPORATION, a UTC Aerospace Company, doing business by and	
	Mailing address <i>through its Power Transmission Systems Business Unit</i>	Social security number
	104 OTIS STREET	
	City State ZIP code ROME NY 13441	Federal EIN 34-0252680
	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN

Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee)	Social security number
	ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY	
	Mailing address	Social security number
	584 PHOENIX DRIVE	
	City State ZIP code ROME NY 13442	Federal EIN 16-6158201
	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
243.000-1-1.3-1		104 OTIS STREET	ROME	ONEIDA

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house	5 <input checked="" type="checkbox"/> Commercial/Industrial	Date of conveyance <table border="1"> <tr> <td>07</td> <td>01</td> <td>2013</td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table>	07	01	2013	month	day	year	Percentage of real property conveyed which is residential real property _____ 0 % (see instructions)
07	01		2013						
month	day		year						
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building								
3 <input type="checkbox"/> Residential condominium	7 <input type="checkbox"/> Office building								
4 <input type="checkbox"/> Vacant land	8 <input type="checkbox"/> Other _____								

Condition of conveyance (check all that apply)

a. <input type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input checked="" type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input checked="" type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input checked="" type="checkbox"/> Other (describe) <u>IDA LEASE</u>

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B., Part I \$ _____		
	Schedule B., Part II \$ _____		

Schedule B — Real estate transfer tax return (Tax Law, Article 31)**Part I — Computation of tax due**

- 1** Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) ☒ **Exemption claimed**
- 2** Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3** Taxable consideration (subtract line 2 from line 1)
- 4** Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5** Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6** Total tax due* (subtract line 5 from line 4)

1.		1 00
2.		
3.		
4.		
5.		
6.		

Part II — Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1** Enter amount of consideration for conveyance (from Part I, line 1)
- 2** Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3** Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part III — Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a ☒
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k ☐

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**

I (we) certify that: (check the appropriate box)

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

GOODRICH CORPORATION, a LTC Aerospace Company
doing business by and through its Power
Transmission Systems Business Unit

Grantor signature

Title

ONETDA Caenry IDA
By: *[Signature]*

Grantee signature

VICE-CHAIR

Title

By: *[Signature]* Chad *[Signature]*
General Manager,
Power Transmission Systems

Grantor signature

Title

Grantee signature

Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under **Exemptions for nonresident transferor(s)/seller(s)** and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date _____ to _____ Date _____ (see instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

and

GOODRICH CORPORATION, A UTC AEROSPACE COMPANY,
DOING BUSINESS BY AND THROUGH ITS
POWER TRANSMISSION SYSTEMS BUSINESS UNIT

LEASEBACK AGREEMENT

Dated as of July 1, 2013

Oneida County Industrial Development Agency
2013 Real Estate Lease
(Goodrich Corporation Facility)

THIS LEASEBACK AGREEMENT (the "Leaseback Agreement"), dated as of the 1st day of July 2013, by and between **GOODRICH CORPORATION**, a UTC Aerospace Company, doing business by and through its Power Transmission Systems business unit, a New York corporation with an address of 104 Otis Street, Rome, New York 13441 (the "Company") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Agency").

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York (the "State"); and

WHEREAS, the Enabling Act authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, construct, renovate, refurbish, equip, lease, maintain, sell and dispose of land and any building or other improvement, and all real and personal properties, including but not limited to, machinery and equipment deemed necessary in connection therewith, whether now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease any or all of its facilities at such rentals and on such other terms and conditions as it deems advisable; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act, Chapter 372 of the Laws of 1970 of the State of New York (hereinafter collectively, the "Act") created the Agency, which is empowered under the Act to undertake the leasing of the facility described below;

WHEREAS, the Company desires to renovate a 110,000± square foot manufacturing facility (the "Improvements") located on a 10.375± acre parcel of land situate at 104 Otis Street, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land"), including creating 14,000± square feet of green space, and acquire and install equipment in the Improvements (the "Equipment"), all to be used for the purpose of designing and manufacturing power transmission products for the aerospace and industrial markets (the Land, the Improvements and the Equipment are referred to collectively as the "Facility"); and

WHEREAS, the Company owns a leasehold interest in the Land under a Lease Agreement dated April 20, 2001, as amended (the "Lease Agreement") between New York Becknell Investors Two LLC and the Company; and

WHEREAS, in order to induce the Company to develop the Facility, the Agency is willing to take a leasehold interest in the Land, Improvements and Equipment constituting the

Facility and lease said Land, Improvements and Equipment back to the Company pursuant to the terms and conditions contained herein; and

WHEREAS, the Agency has determined that providing the Facility will accomplish, in part, its public purposes; and

WHEREAS, the Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to construct, renovate and equip the Facility in accordance with the Plans and Specifications presented to the Agency members (the "Project"); and

WHEREAS, the Agency proposes to lease the Facility to the Company, and the Company desires to rent the Facility from the Agency, upon the terms and conditions hereinafter set forth in this Leaseback Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby formally covenant, agree and bind themselves as follows:

Section 1.1 Representations and Covenants of Agency.

The Agency makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Agency is duly established and validly existing under the provisions of the Act and has full legal right, power and authority to execute, deliver, and perform each of the Agency Documents and the other documents contemplated thereby. Each of the Agency Documents and the other documents contemplated thereby has been duly authorized, executed and delivered by the Agency.

(b) The Agency will take title to or a leasehold interest in the Facility, lease the Facility to the Company pursuant to this Leaseback Agreement and designate the Company as its agent for purposes of the Project, all for the purpose of promoting the industry, health, welfare, convenience and prosperity of the inhabitants of the State and the County of Oneida and improving their standard of living.

(c) By resolution adopted on May 17, 2013, the Agency determined that, based upon the review by the Agency of the materials submitted and the representations made by the Company relating to the Facility, the Facility would not have a "significant impact" or "significant effect" on the environment within the meaning of the SEQR Act.

(d) Neither the execution and delivery of any of the Agency Documents and the other documents contemplated thereby nor the consummation of the transactions

contemplated thereby nor the fulfillment of or compliance with the provisions of any of the Agency Documents and the other documents contemplated thereby, will conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of the Act, any other law or ordinance of the State or any political subdivision thereof or of the Agency's Certificate of Establishment or Bylaws, as amended, or of any corporate restriction or any agreement or instrument to which the Agency is a party or by which it is bound, or result in the creation or imposition of any Lien of any nature upon any of the Property of the Agency under the terms of the Act or any such law, ordinance, Certificate of Establishment, Bylaws, restriction, agreement or instrument.

(e) Each of the Agency Documents and the other documents contemplated thereby constitutes a legal, valid and binding obligation of the Agency enforceable against the Agency in accordance with its terms.

(f) The Agency has been induced to enter into this Leaseback Agreement by the undertaking of the Company to construct, renovate, equip, maintain and repair the Facility and create or retain related jobs in Oneida County, New York.

Section 1.2 Representations and Covenants of Company.

The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation duly organized and validly existing under the laws of the State of New York, and has full legal right, power and authority to execute, deliver and perform each of the Company Documents and the other documents contemplated thereby. Each of the Company Documents and the other documents contemplated thereby has been duly authorized, executed and delivered by the Company and each constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its respective terms.

(b) Neither the execution and delivery of any of the Company Documents and the other documents contemplated thereby nor the consummation of the transactions contemplated thereby nor the fulfillment of or compliance with the provisions of any of the Company Documents and the other documents contemplated thereby, will conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of the certificate of incorporation of the Company, the bylaws of the Company, any law or ordinance of the State or any political subdivision thereof, or any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or result in the creation or imposition of any Lien of any nature upon any of the Property of the Company under the terms of any such law, ordinance, restriction, agreement or instrument.

(c) The providing of the Facility by the Agency and the leasing thereof by the Agency to the Company will not result in the removal of an industrial or manufacturing plant, facility or other commercial activity of the Company from one area of the State to another area of the State nor result in the abandonment of one or more commercial or manufacturing plants

or facilities of the Company located within the State; and the Agency has found that, based on the Company's application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries.

(d) The Facility and the design, construction, renovation, equipping and operation thereof will conform with all applicable zoning, planning, building and environmental laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the Facility. The Company shall defend, indemnify and hold harmless the Agency for expenses, including attorneys' fees, resulting from any failure of the Company to comply with the provisions of this subsection (d).

(e) The Company has caused to be transferred to the Agency a leasehold interest in all those properties and assets contemplated by this Leaseback Agreement and all documents related hereto.

(f) There is no action, litigation, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending, or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any way diminish or adversely impact on the Company's ability to fulfill its obligations under this Leaseback Agreement or any of Company Documents or the transactions contemplated therein.

(g) The Company covenants that the Facility will comply in all respects with all environmental laws and regulations and, except in compliance with environmental laws and regulations, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Facility except in compliance with all material applicable laws, (ii) the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Facility or onto any other property, (iii) that no asbestos will be incorporated into or disposed of on the Facility, (iv) that no underground storage tanks will be located on the Facility, and (v) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated or in existence. The Company upon receiving any information or notice contrary to the representations contained in this Section shall immediately notify the Agency in writing with full details regarding the same. The Company hereby releases the Agency from liability with respect to, and agrees to defend, indemnify, and hold harmless the Agency, its executive director, directors, members, officers, employees, agents (except the Company), representatives, successors and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section. In the event the Agency in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed with respect to the Facility, the Company agrees to pay

the expenses of same to the Agency upon demand, and agrees that upon failure to do so, its obligation for such expense shall be deemed to be additional rent.

(h) In its Application for Financial Assistance dated May 10, 2013, the Company projected that, as a result of the Project, it will create no less than 5 full time equivalent jobs before the commencement of the third year of the Lease Term and maintain them for the duration of the Lease Term, and retain the existing 240 full time equivalent jobs for the duration of the Lease Term (the "Employment Obligation").

ARTICLE II

DEMISING CLAUSES AND RENTAL PROVISIONS

Section 2.1 Agreement to Convey to Agency.

The Company has conveyed to the Agency a leasehold interest in real property, including any buildings, structures or improvements thereon, described in Exhibit A attached hereto and the Company has or will convey all of the interest in the Equipment described in Exhibit B. The Company agrees that the Agency's interest in the Facility resulting from said conveyances will be sufficient for the purposes intended by this Leaseback Agreement and agrees that it will defend, indemnify and hold the Agency harmless from any expense or liability arising out of a defect in title or a lien adversely affecting the Facility and will pay all reasonable expenses incurred by the Agency in defending any action with respect to title to or a lien affecting the Facility.

Section 2.2 Construction, Renovation and Equipping of the Facility.

The Company, as agent for the Agency, will undertake the Project. The Company hereby covenants and agrees to annually file with the Department of Taxation and Finance the statement required by General Municipal Law Section 874(8) concerning the value of sales tax exemptions claimed.

Section 2.3 Demise of Facility.

The Agency hereby demises and leases the Facility to the Company and the Company hereby rents and leases the Facility from the Agency upon the terms and conditions of this Leaseback Agreement.

Section 2.4 Remedies to be Pursued Against Contractors, Subcontractors, Materialmen and their Sureties.

In the event of a default by any contractor, subcontractor, materialman or other person under any contract made by it in connection with the Facility or in the event of a breach of warranty or other liability with respect to any materials, workmanship, or performance guaranty, the Company at its expense, either separately or in conjunction with others, may

pursue any and all remedies available to it and the Agency, as appropriate, against the contractor, subcontractor, materialman or other Person so in default and against any surety for the performance of such contract. The Company, in its own name or in the name of the Agency, may prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, materialman or surety or other person which the Company deems reasonably necessary, and in such event the Agency, at the Company's expense, hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Agency in any such action or proceeding. The Company shall advise the Agency of any actions or proceedings taken hereunder. The Agency may but shall not be obligated to prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, materialman or surety or other person which the Agency deems reasonably necessary, at the Company's expense.

Section 2.5 Duration of Lease Term; Quiet Enjoyment.

(a) The Agency shall deliver to the Company sole and exclusive possession of the Facility (subject to Sections 5.3 and 7.1 hereof) and the leasehold estate created hereby shall commence on the Closing Date and the Company shall accept possession of the Facility on the Closing Date.

(b) Except as provided in Section 7.1 hereof, the leasehold estate created hereby shall terminate at 11:59 p.m. on June 30, 2024 or on such earlier date as may be permitted by Section 8.1 hereof.

(c) The period commencing on the date described in Section 2.5(a) herein through the date described in Section 2.5(b) herein shall be herein defined as the Lease Term.

(d) Except as provided in Sections 5.3 and 7.1 hereof, the Agency shall neither take nor suffer or permit any action to prevent the Company during the Lease Term from having quiet and peaceable possession and enjoyment of the Facility and will, at the request of the Company and at the Company's cost, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Facility as hereinabove provided.

Section 2.6 Rents and Other Amounts Payable.

(a) The Company shall pay basic rent for the Facility as follows: Five Hundred Dollars (\$500.00) per year commencing on the Closing Date and on the First Business Day of each and every July thereafter during the term of this Leaseback Agreement.

(b) In addition to the payments of rent pursuant to Section 2.6(a) hereof, throughout the Lease Term, the Company shall pay to the Agency as additional rent, within ten (10) days of receipt of demand therefore, the expenses of the Agency and the members thereof incurred (i) by reason of the Agency's ownership or leasing of the Facility or (ii) in connection with the carrying out of the Agency's duties and obligations under the Agency Documents, the payment of which is not otherwise provided for under this Leaseback Agreement. The foregoing

shall not be deemed to include any annual or continuing administrative or management fee beyond any initial administrative fee or fee for services rendered by the Agency.

(c) The Company, under the provisions of this Section 2.6, agrees to make the above-mentioned payments in immediately available funds and without any further notice in lawful money of the United States of America. In the event the Company shall fail to timely make any payment required in Section 2.6(a) or 2.6(b), the Company shall pay the same together with interest on such payment at a rate equal to two percent (2%) plus the prime rate as established by Bank of America, but in no event at a rate higher than the maximum lawful prevailing rate, from the date on which such payment was due until the date on which such payment is made.

Section 2.7 Obligations of Company Hereunder Unconditional. The obligations of the Company to make the payments required in Section 2.6 hereof, and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be general obligations of the Company, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it may otherwise have against the Agency or any other Person. The Company agrees it will not (i) suspend, discontinue or abate any payment required hereunder, (ii) fail to observe any of its other covenants or agreement in this Leaseback Agreement or (iii) terminate this Leaseback Agreement for any cause whatsoever except as otherwise herein provided.

Subject to the foregoing provisions, nothing contained in this Section 2.7 shall be construed to release the Agency from the performance of any of the agreements on its part contained in this Leaseback Agreement or to affect the right of the Company to seek reimbursement, and in the event the Agency should fail to perform any such agreement, the Company may institute such separate action against the Agency as the Company may deem necessary to compel performance or recover damages for non-performance, and the Agency covenants that it will not, subject to the provisions of Section 5.2 hereof, take, suffer or permit any action which will adversely affect, or create any defect in its title to the Facility or which will otherwise adversely affect the rights or estate of the Company hereunder, except upon written consent of the Company.

Section 2.8 Special Obligation.

(a) The obligations of the Agency under the Agency Documents constitute a special obligation of the Agency, and all charges payable pursuant to or expenses or liabilities incurred thereunder shall be payable solely out of the revenues and other moneys of the Agency derived and to be derived from the leasing of the Facility, any sale or other disposition of the Equipment and as otherwise provided in the Authorizing Resolution, the Company Lease, this Leaseback Agreement and the PILOT Agreement. Neither the members, officers, agents (except the Company) or employees of the Agency, nor any person executing the Agency Documents, shall be liable personally or be subject to any personal liability or accountability by reason of the leasing, construction, construction, renovation, equipping or operation of the Facility. The obligations of the Agency under the Agency Documents are not and shall not be

an obligation of the State or any municipality of the State and neither the State nor any such municipality (including, without limitation, Oneida County) shall be liable thereon.

(b) All payments made by the Agency or on behalf of the Company pursuant to the Agency Documents shall, to the extent of the sum or sums so paid, satisfy and discharge the liability of the Agency for moneys payable pursuant to the Agency Documents.

ARTICLE III

MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

Section 3.1 Maintenance and Modifications of Facility by Company.

(a) The Company shall not abandon the Facility or cause or permit any waste to the Improvements. During the Lease Term, the Company shall not remove any part of the Facility outside of the jurisdiction of the Agency and shall (i) keep the Facility in as reasonably safe condition as its operation shall permit; (ii) make all necessary repairs and replacements to the Facility (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen); and (iii) operate the Facility in a sound and economic manner.

(b) With the written consent of the Agency, which shall not be unreasonably withheld, the Company at its own expense from time to time may make any structural additions, modifications or improvements to the Facility or any part thereof, provided such actions do not adversely affect the structural integrity of the Facility. All such additions, modifications or improvements made by the Company shall become a part of the Facility and the Property of the Agency; provided, however, the Company shall not be qualified for a sales and use tax exemption when making said additions, modifications or improvements except to the extent (i) the Company is acting as agent for the Agency under an Agent Agreement between the Agency and the Company that contemplates said additions, modifications or improvements or (ii) as otherwise provided by law. The Company agrees to deliver to the Agency all documents that may be necessary or appropriate to convey to the Agency title to such Property.

Section 3.2 Installation of Additional Equipment.

The Company or any permitted sublessee of the Company from time to time may install additional machinery, equipment or other personal property in the Facility (which may be attached or affixed to the Facility), and such machinery, equipment or other personal property shall not become, or be deemed to become, a part of the Facility. The Company from time to time may remove or permit the removal of such machinery, equipment and other personal property from the Facility, provided that any such removal of such machinery, equipment or other personal property shall not occur (i) if any Event of Default which has not been cured has occurred; or (ii) if any such removal shall adversely affect the structural integrity of the Facility or impair the overall operating efficiency of the Facility for the purposes for which it is intended, and provided further, that if any damage is occasioned to the Facility by such removal, the Company agrees to promptly repair such damage at its own expense; or (iii) if any such removal results in the Facility to not constitute a "Project" as such term is defined in the Act.

Section 3.3 Taxes, Assessments and Utility Charges.

(a) The Company agrees to pay, as the same become due and before any fine, penalty, interest (except interest which is payable in connection with legally permissible installment payments) or other cost may be added thereto or becomes due or be imposed by operation of law for the non-payment thereof, (i) all taxes, payments in lieu of taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Facility and any machinery, equipment or other Property installed or brought by the Company therein or thereon, including, without limiting the generality of the foregoing, any sales or use taxes imposed with respect to the Facility or any part or component thereof, or the rental or sale of the Facility or any part thereof and any taxes levied upon or with respect to the income or revenues of the Agency from the Facility; (ii) all utility and other charges, including service charges, incurred or imposed for or with respect to the operation, maintenance, use, occupancy, upkeep and improvement of the Facility; (iii) all assessments and charges of any kind whatsoever lawfully made by any governmental body for public improvements; and (iv) all payments under the PILOT Agreement; provided that, with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Company shall be obligated under this Leaseback Agreement to pay only such installments as are required to be paid during the Lease Term.

(b) The Company, at its own expense and in its own name and on behalf of or in the name of the Agency but with notice to the Agency, may in good faith contest any such taxes, assessments and other charges. In the event of any such proceedings, the Company may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such proceedings and any appeal therefrom, provided, however, that (i) neither the Facility nor any part thereof or interest therein would be in any immediate danger of being sold, forfeited or lost by reason of such proceedings and (ii) the Company shall have set aside on its books adequate reserves with respect thereto and shall have furnished such security, if any, as may be required in such proceedings or requested by the Agency.

(c) The Agency agrees that if it or the Company contests any taxes, assessments or other charges provided for in paragraph (b) hereof, all sums returned, as a result thereof, will be promptly transmitted by the Agency to the Company and that the Company shall be entitled to retain all such amounts.

(d) Within thirty (30) days of receipt of written request therefor, the Company shall deliver to the Agency official receipts of the appropriate taxing authorities or other proof reasonably satisfactory to the Agency evidencing payment of any tax.

Section 3.4 Insurance Required.

At all times throughout the Lease Term, including, when indicated herein, during the Construction Period, the Company shall, at its sole cost and expense, maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured

against by businesses of like size and type and shall pay, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

(a) Insurance against loss or damage by fire, lightning and other casualties customarily insured against, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the completed Improvements, exclusive of footings and foundations, as determined by a recognized appraiser or insurer selected by the Company. During the Construction Period, such policy shall be written in the so-called "Builder's Risk Completed Value Non-Reporting Form" and shall contain a provision granting the insured permission to complete and/or occupy.

(b) Workers' compensation insurance, disability benefits insurance and each other form of insurance that the Company or any permitted sublessee is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company or any permitted sublessee who are located at or assigned to the Facility. This coverage shall be in effect from and after the Completion Date or on such earlier date as any employees of the Company, any permitted sublessee, any contractor or subcontractor first occupy the Facility.

(c) Insurance protecting the Agency and the Company against loss or losses from liability imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 5.2 hereof) and arising from personal injury, including bodily injury or death, or damage to the property of others, caused by an accident or occurrence with a limit of liability of not less than \$1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage), comprehensive automobile liability including all owned, non-owned and hired autos with a limit of liability of not less than \$3,000,000 (combined single limit or equivalent for personal injury, including bodily injury or death, and property damage) protecting the Agency and the Company against any loss or liability or damage for personal injury, including bodily injury or death, or property damage. This coverage shall also be in effect during the Construction Period.

(d) During the Construction Period (and for at least one year thereafter in the case of Products and Completed Operations as set forth below), the Company shall cause the general contractor to carry liability insurance of the type and providing the minimum limits set forth below:

(i) Workers' compensation and employer's liability with limits in accordance with applicable law.

(ii) Comprehensive general liability providing coverage for:
Premises and Operations
Products and Completed Operations
Owners Protective
Contractors Protective
Contractual Liability
Personal Injury Liability

Broad Form Property Damage
(including completed operations)
Explosion Hazard
Collapse Hazard
Underground Property Damage Hazard

Such insurance shall have a limit of liability of not less than \$3,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage).

(iii) Comprehensive auto liability, including all owned, non-owned and hired autos, with a limit of liability of not less than \$3,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage).

(e) A policy or policies of flood insurance in the maximum amount of flood insurance available with respect to the Facility under the Flood Disaster Protection Act of 1973, as amended, whichever is less. This requirement will be waived upon presentation of evidence satisfactory to the Agency that no portion of the Land is located within an area identified by the U.S. Department of Housing and Urban Development as having special flood hazards.

Section 3.5 Additional Provisions Respecting Insurance.

(a) All insurance required by Section 3.4 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the entity required to procure the same and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the procuring entity is engaged. All policies evidencing the insurance required by Section 3.4 hereof shall provide for at least thirty (30) day's prior written notice of the restriction, cancellation or modification thereof to the Agency. The policy evidencing the insurance required by Section 3.4(c) hereof shall name the Agency and the Landlord as additional insured. All policies evidencing the insurance required by Sections 3.4(d)(ii) and (iii) shall name the Agency as additional insured. The policies under Section 3.4(a) shall contain appropriate waivers of subrogation.

(b) All policies or certificates (or binders) of insurance required by Sections 3.4 hereof shall be submitted to the Agency on or before the Closing Date. The Company shall deliver to the Agency before the renewal date of each policy a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance of the types and in the amounts required by Section 3.4 hereof and complying with the additional requirements of Section 3.5(a) hereof. Prior to the expiration of each such policy, the Company shall furnish the Agency with evidence that such policy has been renewed or replaced or is no longer required by this Leaseback Agreement. The Company shall provide such further information with respect to the insurance coverage required by this Leaseback Agreement as the Agency may from time to time reasonably require.

Section 3.6 Application of Net Proceeds of Insurance. The net proceeds of the insurance carried pursuant to the provisions of Section 3.4 hereof shall be applied as set forth in the mortgage, if any, and in any event shall continue to protect the Agency from any liability whatsoever. Once the mortgage has been released, the net proceeds shall be applied as follows: (i) the net proceeds of the insurance required by Sections 3.4(a) and (e) hereof shall be applied as provided in Section 4.1 hereof, and (ii) the net proceeds of the insurance required by Sections 3.4(b), (c), and (d) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 3.7 Right of Agency to Pay Taxes, Insurance Premiums and Other Charges.

If the Company fails (i) to pay any tax, together with any fine, penalty, interest or cost which may have been added thereto or become due or been imposed by operation of law for nonpayment thereof, or payments-in-lieu-of-taxes pursuant to the PILOT Agreement, assessment or other governmental charge required to be paid by Section 3.3 hereof, (ii) to maintain any insurance required to be maintained by Section 3.4 hereof, (iii) to pay any amount required to be paid by any law or ordinance relating to the use or occupancy of the Facility or by any requirement, order or notice of violation thereof issued by any governmental person, (iv) to pay any mechanic's Lien which is recorded or filed against the Facility or any part thereof (unless contested in accordance with the provision of Section 5.7(b) hereof), (v) to pay any real property transfer gains tax, together with any interest and penalties thereon, which is due and payable by reason of a conveyance of the leasehold estate in and to the Facility pursuant to a judicial sale in any foreclosure action or by deed and/or assignment in lieu of foreclosure or (vi) to pay any other amount or perform any act hereunder required to be paid or performed by the Company hereunder, the Agency may but shall not be obligated to pay or cause to be paid such tax or payments-in-lieu-of-tax pursuant to the PILOT Agreement, assessment or other governmental charge or the premium for such insurance or any such other payment or may perform any such act. No such payment shall be made or act performed by the Agency until at least ten (10) days shall have elapsed since notice shall have been given by the Agency to the Company, and in the case of any tax, assessment or governmental charge or the amounts specified in paragraphs (iii), (v) and (vi) hereof, no such payment shall be made in any event if the Company is contesting the same in good faith to the extent and as permitted by this Leaseback Agreement unless an Event of Default hereunder shall have occurred and be continuing. Notwithstanding the provisions of this Section 3.7, if, because of the Company's failure to make payments as described in this Section 3.7, either the Agency, or any of its respective members, directors, officers, agents (except the Company), or employees, shall be threatened with a fine, liability, expense or imprisonment, then the Agency may immediately make payment on behalf of the Company in avoidance thereof. No such payment by the Agency shall affect or impair any rights of the Agency hereunder arising in consequence of such failure by the Company. The Company shall, on demand, reimburse the Agency for any amount so paid or for expenses or costs incurred in the performance of any such act by the Agency pursuant to this Section (which shall include all legal fees and disbursements), together with interest thereon from the date of payment of such amount, expense or cost by the Agency at one percent above the prime rate as established by Bank of America, but in no event more than to the extent permitted by law.

ARTICLE IV

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 4.1 Damage or Destruction of the Facility.

(a) If the Facility or any part or component shall be damaged or destroyed (in whole or in part) at any time during the Lease Term:

(i) the Agency shall have no obligation to replace, repair, rebuild, restore or relocate the Facility; and

(ii) there shall be no abatement or reduction in the amounts payable by the Company under this Leaseback Agreement (whether or not the Facility is replaced, repaired, rebuilt, restored or relocated); and

(iii) upon the occurrence of such damage or destruction, the Net Proceeds derived from the insurance shall be paid in accordance with the terms of the mortgage, if any, so long as the mortgage is in effect. After the release of the mortgage, the Net Proceeds derived from the insurance shall be paid to the Company, except as otherwise provided in Section 8.1 and subsection (d) hereof.

(b) Any replacements, repairs, rebuilding, restorations or relocations of the Facility by the Company after the occurrence of such damages or destruction shall be subject to the following conditions:

(i) the Facility shall be in substantially the same condition and value as an operating entity as existed prior to the damage or destruction;

(ii) the Facility shall continue to constitute a "project" as such term is defined in the Act; and

(iii) the Facility will be subject to no Liens, other than Permitted Encumbrances.

(c) All such repair, replacement, rebuilding, restoration or relocation of the Facility shall be effected with due diligence in a good and workmanlike manner in compliance with all applicable legal requirements, shall be promptly and fully paid for by the Company in accordance with the terms of the applicable contracts, and shall automatically become a part of the Facility as if the same were specifically provided herein.

(d) If the Company shall exercise its option to terminate this Leaseback Agreement pursuant to Section 8.1 hereof such Net Proceeds shall be applied to the payment of

the amounts required to be paid by Section 8.2 hereof. If an Event of Default hereunder shall have occurred and the Agency shall have exercised its remedies under Section 7.2 hereof such Net Proceeds shall be applied to the payment of the amounts required to be paid by Section 7.2 and Section 7.4 hereof.

Section 4.2 Condemnation.

(a) If title to or use of the Facility shall be taken by Condemnation (in whole or in part) at any time during the Lease Term:

(i) the Agency shall have no obligation to replace, repair, rebuild, restore or relocate the Facility or acquire, by construction or otherwise, facilities of substantially the same nature as the Facility ("Substitute Facilities"); and

(ii) there shall be no abatement or reduction in the amounts payable by the Company under this Leaseback Agreement (whether or not the Facility is replaced, repaired, rebuilt, restored or relocated or Substitute Facilities acquired); and

(iii) upon the occurrence of such Condemnation, the Net Proceeds derived therefrom shall be paid in accordance with the terms of the mortgage, if any, so long as the mortgage is in effect. After the release of the mortgage, the Net Proceeds derived therefrom shall be paid to the Company except as otherwise provided in Section 8.1 and subsection (d) hereof.

(b) Any replacements, repairs, rebuilding, restorations, relocations of the Facility by the Company after the occurrence of such Condemnation or acquisitions by the Company of Substitute Facilities shall be subject to the following conditions:

(i) the Facility or the Substitute Facilities shall be in substantially the same condition and value as an operating entity as existed prior to the Condemnation;

(ii) the Facility or the Substitute Facilities shall continue to constitute a "project" as such term is defined in the Act; and

(iii) the Facility or the Substitute Facilities will be subject to no Liens, other than Permitted Encumbrances.

(c) All such repair, replacement, rebuilding, restoration or relocation of the Facility shall be effected with due diligence in a good and workmanlike manner in compliance with all applicable legal requirements, shall be promptly and fully paid for by the Company in accordance with the terms of the applicable contracts, and shall automatically become a part of the Facility as if the same were specifically described herein.

(d) If the Company shall exercise its option to terminate this Leaseback Agreement pursuant to Section 8.1 hereof such Net Proceeds shall be applied to the Payment of the amounts required to be paid by Section 8.2 hereof. If any Event of Default hereunder shall have occurred and the Agency shall have exercised its remedies under Section 7.2 hereof such Net Proceeds shall be applied to the payment of the amounts required to be paid by Section 7.2 and Section 7.4 hereof.

Section 7.3 Condemnation of Company-Owned Property. The Company shall be entitled to the proceeds of any Condemnation award or portion thereof made for damage to or taking of any Property, which, at the time of such damage or taking, is not part of the Facility.

ARTICLE V

SPECIAL COVENANTS

Section 5.1 No Warranty of Condition or Suitability by Agency.

THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE FACILITY OR THAT IT IS OR WILL BE SUITABLE FOR THE COMPANY'S PURPOSES OR NEEDS.

Section 5.2 Hold Harmless Provisions.

(a) The Company agrees that the Agency, its directors, members, officers, agents (except the Company) and employees shall not be liable for and agree to defend, indemnify, release and hold the Agency, its directors, members, officers, agents (except the Company) and employees harmless from and against any and all (i) liability for loss or damage to Property or injury to or death of any and all Persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence of any Person or Property on, in or about the Facility or the Land or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, constructing, renovating, equipping, owning and leasing of the Facility, including without limiting the generality of the foregoing, all claims arising from the breach by the Company of any of its covenants contained herein, and all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Agency are not incurred or do not result from the gross negligence or intentional or willful wrongdoing of the Agency, or any of its directors, members, agents (except the Company) or employees.

(b) Notwithstanding any other provisions of this Leaseback Agreement, the obligations of the Company pursuant to this Section 5.2 shall remain in full force and effect after the termination of this Leaseback Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to

the matters herein described may be brought and payment in full or the satisfaction of such claim, cause of action or prosecution relating to the matters herein described and the payment of all expenses and charges incurred by the Agency, or its respective members, directors, officers, agents and employees, relating to the enforcement of the provisions herein specified.

(c) In the event of any claim against the Agency or its members, directors, officers, agents or employees by any employee or contractor of the Company or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligation of the Company hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, disability benefits or other employee benefit acts.

Section 5.3 Right to Inspect Facility.

The Agency and the duly authorized agents of the Agency shall have the right at all reasonable times to inspect the Facility. The Agency shall honor and comply with any restricted access policy of the Company relating to the Facility.

Section 5.4 Company to Maintain Its Existence.

The Company agrees that during the Lease Term it will maintain its existence, will not dissolve, liquidate or otherwise dispose of substantially all of its assets and will not consolidate with or merge into another corporation or permit one or more corporations to consolidate with or merge into it, except as otherwise provided for in the Leaseback Agreement.

Section 5.5 Qualification in State.

The Company throughout the Lease Term shall continue to be duly authorized to do business in the State.

Section 5.6 Agreement to File Annual Statements and Provide Information.

The Company shall file with the New York State Department of Taxation and Finance an annual statement of the value of all sales and use tax exemptions claimed in connection with the Facility in compliance with Section 874(8) of the New York State General Municipal Law. The Company further agrees whenever requested by the Agency to provide and certify or cause to be provided and certified such information concerning the Company, their finances, their operations and their affairs necessary to enable the Agency to make any report required by law, governmental regulation or any of the Agency Documents.

Section 5.7 Books of Record and Account; Financial Statements.

The Company at all times agrees to maintain proper accounts, records and book in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all transactions and events relating to the business and affairs of the Company.

Section 5.8 Compliance With Orders, Ordinances, Etc.

(a) The Company, throughout the Lease Term, agrees that it will promptly comply, and cause any sublessee or occupant of the Facility to comply, with all statutes, codes, laws, acts, ordinances, orders, judgments, authorizations, directions and requirements, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Facility or any part thereof or to the acquisition, construction, renovation and equipping thereof, or to any use, manner of use or condition of the Facility or any part thereof, of all federal, state, county, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers and companies or associations insuring the premises having jurisdiction of the Facility or any part thereof, or to the acquisition, construction, renovation and equipping thereof, or to any use, manner of use or condition of the Facility or any part thereof.

(b) The Company shall construct, renovate, equip, use, operate and manage the Facility, in accordance with all applicable Environmental Laws and Environmental Permits (as such terms are defined in the Environmental Compliance and Indemnification Agreement), and shall cause all operators, tenants, subtenants, licensees and occupants of the Facility to construct, renovate, equip, use, operate and manage the Facility in accordance with any applicable Environmental Laws and Environmental Permits, and shall not cause, allow or permit the Facility or any part thereof to be operated or used for the storage, treatment, generation, transportation, processing, handling, production, management or disposal of any Hazardous Substances other than in accordance with all applicable Environmental Laws and Environmental Permits. The Company shall obtain and comply with, and shall cause all contractors, subcontractors, operators, tenants, subtenants, licensees and occupants of the Facility to obtain and comply with, all Environmental Permits. The Company shall not cause or permit any change to be made in the present or intended construction, renovation, equipping, use or operation of the Facility which would (i) involve the storage, treatment, generation, transportation, processing, handling, management, production or disposal of any Hazardous Substance other than in accordance with any applicable Environmental Law, or the construction, renovation, equipping, use or operation of the Facility as a landfill or waste management or disposal site or for manufacturing or industrial purposes or for the storage of petroleum or petroleum based products other than in accordance with any applicable Environmental Law, (ii) violate any applicable Environmental Laws, (iii) constitute a violation or non-compliance with any Environmental Permit or (iv) increase the risk of a Release of any Hazardous Substance (as such terms are defined in the Environmental Compliance and Indemnification Agreement). The Company shall promptly provide the Agency with a copy of all notifications which the Company gives or receives with respect to environmental conditions at or in the vicinity of the Facility, any past or present Release or the threat of a Release of any Hazardous Substance on, at or from the Facility or any property adjacent to or within the immediate vicinity of the Facility. If the Company receives or becomes aware of any such notification that is not in writing or otherwise capable of being copied, the Company shall promptly advise the Agency of such verbal, telephonic or electronic notification and confirm such notice in writing. The Company shall undertake and complete all investigations, studies, sampling and testing and all removal or remedial actions necessary to contain, remove and clean up all Hazardous Substances that are or may become present at the Facility and are required to be removed and/or remediated in accordance with all applicable Environmental

Laws and all Environmental Permits. The Company shall allow the Agency, its officers, members, employees, agents, representatives, contractors and subcontractors reasonable access to the Facility during regular business hours of the Company for the purposes of ascertaining the environmental conditions at, on or in the vicinity of the Facility, including, but not limited to, subsurface conditions. If at any time the Agency obtains any notice or information that the Company or the Facility or the construction, renovation, equipping, use or operation of the Facility may be in violation of an Environmental Law or in non-compliance with any Environmental Permit or standard, the Agency may require that a full or supplemental environmental inspection and audit report with respect to the Facility of a scope and level of detail reasonably satisfactory to the Agency be prepared by a professional environmental engineer or other qualified environmental scientist acceptable to the Agency, at the Company's sole cost and expense. Said audit may, but is not required to or limited to, include a physical inspection of the Facility, a records search, a visual inspection of any property adjacent to or within the immediate vicinity of the Facility, personnel interviews, review of all Environmental Permits and the conduct of a scientific testing. If necessary to determine whether a violation of an Environmental Law exists, such inspection shall also include subsurface testing for the presence of Hazardous Substances in the soil, subsoil, bedrock, surface water and/or groundwater. If said audit report indicates the presence of any Hazardous Substance or a Release or Disposal (as such terms are defined in the Environmental Compliance and Indemnification Agreement) or the threat of a Release or Disposal of any Hazardous Substance on, at or from the Facility, the Company shall promptly undertake and diligently pursue to completion all necessary, appropriate investigative, containment, removal, clean up and other remedial actions required by any Environmental Law, using methods recommended by the professional engineer or other environmental scientist who prepared said audit report and acceptable to the appropriate federal, state and local agencies or authorities. For purposes of this Section, "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Superfund Amendments and Reauthorization Act of 1986 (Pub.L. No. 99-499, 100 stat. 1613 (1986), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, or regulation. The provisions of this Section shall be in addition to any and all other obligations and liabilities the Company may have to the Agency at common law or otherwise, and shall survive the transactions contemplated herein.

(c) The Company hereby covenants and agrees, at its sole cost and expense, to indemnify, protect, defend, save and hold harmless the Agency, its officers, directors, members, employees, agents and representatives acting in their official capacity, from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements or expenses (including, without limitation, attorneys' and experts' fees, expenses and disbursements, and attorneys' fees incurred to enforce the terms, conditions and provisions of this agreement) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against the Agency, its officers, members, employees, agents (except the Company), representatives, contractors and subcontractors relating to, resulting from or arising

out of (i) the environmental conditions at, on or in the vicinity of the Facility, (ii) the construction, renovation, equipping, operation or use of the Facility in violation of any applicable Environmental Law for the storage, treatment, generation, transportation, processing, handling, management, production or disposal of any Hazardous Substance or as a landfill or other waste disposal site, or for military, manufacturing or industrial purposes or for the commercial storage of petroleum or petroleum based products, (iii) the presence of any Hazardous Substance or a Release or Disposal or the threat of a Release or Disposal of any Hazardous Substance or waste on, at or from the Facility, (iv) the failure to promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, clean up and other remedial actions with respect to a Release or the threat of a Release of any Hazardous Substance on, at or from the Facility, required by any Environmental Law, (v) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arise from the condition of the Facility or the construction, renovation, equipping, ownership, use, sale, operation, conveyance or operation thereof in violation of any Environmental Law, (vi) a violation of any applicable Environmental Law, (vii) non-compliance with any Environmental Permit or (viii) a material misrepresentation or inaccuracy in any representation or warranty or a material breach of or failure to perform any covenant made by the Company in the Environmental Compliance and Indemnification Agreement (collectively, the "Indemnified Matters").

(d) Notwithstanding the provisions of subsections (a), (b) and (c) hereof, the Company may in good faith contest the validity or the applicability of any requirement of the nature referred to in such subsections (a) and (b) by appropriate legal proceedings conducted in good faith and with due diligence. In such event, the Company may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom, unless the Agency shall notify the Company that by failure to comply with such requirement or requirements, the Facility or any part thereof may be subject to loss, penalty or forfeiture, in which event the Company shall promptly take such action with respect thereto or provide such security as shall be satisfactory to the Agency. If at any time the then existing use or occupancy of the Facility shall, pursuant to any zoning or other law, ordinance or regulation, be permitted only so long as such use or occupancy shall continue, the Company shall use its best efforts to not cause or permit such use or occupancy to be discontinued without the prior written consent of the Agency.

(e) Notwithstanding the provisions of this Section 5.8, if, because of a breach or violation of the provisions of subsections (a), (b) or (c) hereof (without giving effect to subsection (d) hereof), the Agency or any of its members, directors, officers, agents, or employees, shall be threatened with a fine, liability, expense or imprisonment, then, upon notice from the Agency, the Company shall immediately provide legal protection and/or pay amounts necessary in the opinion of the Agency and its members, directors, officers, agents and employees deem sufficient, to the extent permitted by applicable law, to remove the threat of such fine, liability, expense or imprisonment.

(f) Notwithstanding any provisions of this Section, the Agency retains the right to defend itself in any action or actions which are based upon or in any way related to such Hazardous Materials and Hazardous Substances. In any such defense of itself, the Agency

shall select its own counsel, and any and all costs of such defense, including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses, shall be paid by the Company.

Section 5.9 Discharge of Liens and Encumbrances.

(a) The Company, throughout the Lease Term, shall not permit or create or suffer to be permitted or created any Lien, except for Permitted Encumbrances, upon the Facility or any part thereof by reason of any labor, services or materials rendered or supplied or claimed to be rendered or supplied with respect to the Facility or any part thereof.

(b) Notwithstanding the provisions of subsection (a) hereof, the Company may in good faith contest any such Lien. In such event, the Company may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless the Agency shall notify the Company that by nonpayment of any such item or items, the Facility or any part thereof may be subject to loss or forfeiture, in which event the Company shall promptly secure payment of all such unpaid items by filing a bond, in form and substance satisfactory to the Agency, thereby causing such Lien to be removed or by taking such other actions as may be satisfactory to the Agency to protect their respective interests. Mechanics' Liens shall be discharged or bonded within thirty (30) days of the filing or perfection thereof.

Section 5.10 Depreciation Deductions and Investment Tax Credit.

The parties agree that, as between them, the Company shall be entitled to all depreciation deductions with respect to any depreciable property comprising a part of the Facility and to any investment credit with respect to any part of the Facility.

Section 5.11 Employment Opportunities, Notice of Jobs.

The Company covenants and agrees that, in consideration of the participation of the Agency in the transactions contemplated herein, it will, except as otherwise provided by collective bargaining contracts or agreements to which it is a party, cause any new employment opportunities created in connection with the Facility to be listed with the New York State Department of Labor, Community Services Division and with the administrative entity of the service delivery area created pursuant to the Job Training Partnership Act (PL 97-300) in which the Facility is located (collectively the "Referral Agencies"). The Company also agrees that it will, except as otherwise provided by collective bargaining contracts or agreements to which it is a party, first consider for such new employment opportunities persons eligible to participate in federal job training partnership (PL 97-300) programs who shall be referred by the Referral Agencies.

Section 5.12 Limitation of Liability of the Agency.

The liability of the Agency to the Company under this Leaseback Agreement shall be enforceable only out of the Agency's interest under this Leaseback Agreement, and

there shall be no other recourse against the Agency, its officers, members, agents and employees, past, present or future, or any of the property now or hereafter owned by it or them.

ARTICLE VI

RELEASE OF CERTAIN LAND; ASSIGNMENTS AND SUBLEASING; PLEDGE OF INTERESTS

Section 6.1 Restriction on Sale of Facility; Release of Certain Land.

(a) Except as otherwise specifically provided in this Article VI and in Article VII hereof, the Agency shall not sell, convey, transfer, encumber or otherwise dispose of the Facility or any part thereof or any of its rights under this Leaseback Agreement, without the prior written consent of the Company.

(b) The Agency and the Company from time to time may release from the provisions of this Leaseback Agreement and the leasehold estate created hereby any part of, or interest in, the Land which is not necessary, desirable or useful for the Facility. In such event, the Agency, at the Company's sole cost and expense, shall execute and deliver, any and all instruments necessary or appropriate to so release such part of, or interest in, the Land and convey such title thereto or interest therein to the Company or such other Person as the Company may designate.

(c) No conveyance of any part of, or interest in the Land affected under the provisions of this Section 6.1 shall entitle the Company to any abatement or diminution of the rents payable by it under this Leaseback Agreement.

Section 6.2 Removal of Equipment.

(a) The Agency shall not be under any obligation to remove, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary item of Equipment. In any instance where the Company determines that any item of Equipment (except for the fixtures) has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company with the prior written consent of the Agency (which consent may not be unreasonably withheld but may be subject to such conditions as the Agency may deem appropriate), may remove such items from the Facility and may sell, trade-in, exchange or otherwise dispose of the same, as a whole or in part, provided that such removal will not materially impair the operation of the Facility for the purpose for which it is intended or change the nature of the Facility so that it does not constitute a "project" under the Act.

(b) The Agency shall execute and deliver to the Company all instruments necessary or appropriate to enable the Company to sell or otherwise dispose of any such item of Equipment. The Company shall pay any costs (including counsel fees) incurred in transferring title to any item of Equipment removed pursuant to this Section 6.2.

(c) The removal of any item of Equipment pursuant to this Section shall not entitle the Company to any abatement or diminution of the rents payable by it under this Leaseback Agreement.

Section 6.3 Assignment and Subleasing.

(a) This Leaseback Agreement may not be assigned, in whole or in part, and the Facility may not be subleased, in whole or in part, without the prior written consent of the Agency in each instance. A transfer in excess of 50% of the equity voting interests of the Company (other than a transfer to one or more family members, or to one or more trusts, limited partnerships or other entities owned or controlled by, or for the benefit of, one or more family members) shall be deemed an assignment and require the prior written consent of the Agency. Any assignment or sublease shall be on the following conditions, as of the time of such assignment or sublease:

(i) no assignment or sublease shall relieve the Company from primary liability for any of its obligations hereunder;

(ii) the assignee or sublessee shall assume the obligations of the Company hereunder to the extent of the interest assigned or subleased;

(iii) the Company shall, within (10) days after the delivery thereof, furnish or cause to be furnished to the Agency a true and complete copy of such assignment or sublease and the instrument of assumption;

(iv) neither the validity nor the enforceability of the Leaseback Agreement shall be adversely affected thereby; and

(v) the Facility shall continue to constitute a "project" as such quoted term is defined in the Act.

(b) If the Agency shall so request, as of the purported effective date of any assignment or sublease pursuant to subsection (a) of this Section 6.3, the Company at its cost shall furnish the Agency, with an opinion, in form and substance satisfactory to the Agency, (i) of Transaction Counsel as to item (v) above, and (ii) of Independent Counsel as to item (iv) above.

Section 6.4 Pledge of Agency's Interests to Bank. The Agency may be requested to mortgage, pledge and assign its rights to and interest in this Leaseback Agreement and in all amounts payable by the Company pursuant to Section 2.3 hereof and all other provisions of this Leaseback Agreement (other than Unassigned Rights), to a lending institution. The Agency shall not unreasonably withhold its consent to such mortgage, pledge and assignment by the Agency. Notwithstanding the foregoing, all indemnities herein contained shall subsequent to such pledge and assignment continue to run to the Agency for its benefit.

Section 6.5 Merger of Agency.

(a) Nothing contained in this Leaseback Agreement shall prevent the consolidation of the Agency with, or merger of the Agency into, or transfer of title to the entire Facility to any other public benefit corporation or political subdivision which has the legal authority to own and lease the Facility, provided that upon any such consolidation, merger or transfer, the due and punctual performance and observance of all the agreements and conditions of this Leaseback Agreement to be kept and performed by the Agency shall be expressly assumed in writing by the public benefit corporation or political subdivision resulting from such consolidation or surviving such merger or to which the Facility shall be transferred.

(b) Within thirty (30) days after the consummation of any such consolidation, merger or transfer of title, the Agency shall give notice thereof in reasonable detail to the Company and shall furnish to the Company, at the sole cost and expense of the Company, a favorable opinion of Independent Counsel as to compliance with the provisions of Section 6.6(a) hereof. The Agency promptly shall furnish such additional information with respect to any such transaction as the Company may reasonably request.

ARTICLE VII

EVENTS OF DEFAULTS AND REMEDIES

Section 7.1 Events of Default Defined.

Agreement: (a) The following shall be "Events of Default" under this Leaseback

(i) the failure by the Company to pay or cause to be paid on the date due, the amount specified to be paid pursuant to Section 2.6(a) and (b) hereof and upon failure to cure such default within five (5) days of receipt of notice as herein provided;

(ii) the failure by the Company to observe and perform any covenant contained in Sections 5.6 and 6.3 hereof;

(iii) any representation or warranty of the Company herein or in any of the Company's Documents shall prove to have been false or misleading in any material respect;

(iv) the failure by the Company to observe and perform any covenant, condition or agreement hereunder on their part to be observed or performed (except obligations referred to in 7.1(a)(i), (ii), and (iii)) for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, given to the Company by the Agency;

(v) the failure by the Company to release, stay, discharge, lift or bond within thirty (30) days any execution, garnishment, judgment or attachment of

such consequence as may impair its ability to carry on its operations; or the failure by the Company generally to pay its debts as they become due; or an assignment by the Company for the benefit of creditors; the commencement by the Company (as the debtor) of a case in Bankruptcy or any proceeding under any other insolvency law; or the commencement of a case in Bankruptcy or any proceeding under any other insolvency law against the Company (as the debtor) and a court having jurisdiction in the premises enters a decree or order for relief against the Company as the debtor in such case or proceeding, or such case or proceeding is consented to by the Company or remains undismissed for forty (40) days, or the Company consents to or admits the material allegations against it in any such case or proceeding; or a trustee, receiver or agent (however named) is appointed or authorized to take charge of substantially all of the property of the Company for the purpose of enforcing a lien against such Property or for the purpose of general administration of such Property for the benefit of creditors;

(vi) the invalidity, illegality or unenforceability of the PILOT Agreement or the failure of the Company to make payments thereunder when due;

(vii) a breach of any covenant or representation contained in Section 5.8 hereof with respect to environmental matters; or

(viii) failure to maintain insurance as provided for in Section 3.4 and Section 3.5 herein.

(b) Notwithstanding the provisions of Section 7.1(a), if by reason of force majeure any party hereto shall be unable in whole or in part to carry out its obligations under Sections 2.2 and 3.1 of this Leaseback Agreement and if such party shall give notice and full particulars of such force majeure in writing to the other party, within a reasonable time after the occurrence of the event or cause relied upon, such obligations under this Leaseback Agreement of the party giving such notice (and only such obligations), so far as they are affected by such force majeure, shall be suspended during continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The term "force majeure" as used herein shall include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, acts, priorities or orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, governmental subdivisions, or officials, any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, shortages of labor or materials or delays of carriers, partial or entire failure of utilities, shortage of energy or any other cause or event not reasonably within the control of the party claiming such inability and not due to its fault. The party claiming such inability shall remove the cause for the same with all reasonable promptness. It is agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the party having difficulty, and the party having difficulty shall not be required to

settle any strike, lockout and other industrial disturbances by acceding to the demands of the opposing party or parties.

Section 7.2 Remedies on Default.

(a) Whenever any Event of Default shall have occurred, the Agency may take, to the extent permitted by law, any one or more of the following remedial steps:

(i) declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable: (A) all unpaid installments of rent payable pursuant to Section 2.6(a) and (b) hereof and (B) all other payments due under this Leaseback Agreement; provided, however, that if an Event of Default specified in Section 7.1(a)(v) hereof shall have occurred, such installments of rent and other payments due under this Leaseback Agreement shall become immediately due and payable without notice to the Company or the taking of any other action by the Agency;

(ii) terminate, on ten (10) days written notice to the Company the Lease Term and all rights of the Company under this Leaseback Agreement and, without being liable for any prosecution or damages therefor, holding the Company liable for the amount, if any, by which the aggregate of the rents and other amounts payable by the Company hereunder exceeds the aggregate of the rents and other amounts received from such other Person under the new lease;

(iii) terminate the leasehold interest in the Facility and terminate the PILOT Agreement. The Agency shall have the right to execute an appropriate termination of leaseback agreement with respect to the Facility and to place the same on record in the Oneida County Clerk's Office, at the expense of the Company, and in such event the Company waives delivery and acceptance of such termination of leaseback agreement. The Company does hereby appoint the Agency as its true and lawful agent to execute such instruments and documents as may be necessary and appropriate to effectuate such termination as aforesaid. Such appointment of the Agency as the agent of the Company shall be deemed to be an agency coupled with an interest and such appointment shall be irrevocable;

(iv) intentionally omitted;

(v) exercise any remedy afforded the Agency under the Job Creation Agreement;

(vi) take any other action at law or in equity which may appear necessary or desirable to collect the payments then due or thereafter to become due hereunder, to secure possession of the Facility, and to enforce the obligations, agreements or covenants of the Company under this Leaseback Agreement.

(b) In the event the Facility is subleased or leased to another Person pursuant to Section 7.2(a)(ii) or (iii) hereof, the Agency may (but shall be under no obligation to) make such repairs or alterations in or to the Facility as it may deem necessary or desirable for the implementation of such sublease or lease, and the Company shall be liable and agrees to pay the costs of such repairs or alterations and the expenses incidental to the effecting of such sublease or lease, together with such interest on such costs and expense paid by the Agency at the rate of two percent (2%) in excess of the prime rate as set by Bank of America, but in no event at a rate higher than the maximum lawful prevailing rate, from the date on which such costs and expenses were incurred until the date on which such payment is made, notwithstanding that the Lease Term and all rights of the Company under this Leaseback Agreement may have been terminated pursuant to Section 7.2(a)(iii) hereof.

(c) No action taken pursuant to this Section 7.2 (including repossession of the Facility) shall relieve the Company from its obligation to make all payments required hereunder.

(d) After an Event of Default shall have occurred, the Company shall have the right upon notice to the Agency to enter the Facility with agents or representatives of the Agency to remove any equipment or other personalty owned by the Company if such equipment or personalty is not part of the Facility.

Section 7.3 Remedies Cumulative.

No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Leaseback Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it in this Article VII, it shall not be necessary to give any notice, other than such notice as may be herein expressly required in this Leaseback Agreement.

Section 7.4 Agreement to Pay Attorneys' Fees and Expenses.

In the event the Company should default under any of the provisions of this Leaseback Agreement and the Agency should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, the Company shall, on demand therefor, pay to the Agency the fees of such attorneys and such other expenses so incurred.

Section 7.5 No Additional Waiver Implied by One Waiver.

In the event any agreement contained herein should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 7.6 Recapture.

The financial assistance granted by the Agency and the lease of the Facility are subject to a Jobs Creation and Recapture Agreement dated as of July 1, 2013 (the "Jobs Creation Agreement"), which is incorporated herein by reference.

ARTICLE VIII

EARLY TERMINATION OF LEASEBACK AGREEMENT;
OPTION IN FAVOR OF COMPANY

Section 8.1 Early Termination of Leaseback Agreement.

(a) The Company shall have the option to terminate this Leaseback Agreement at any time upon filing with the Agency a certificate signed by an Authorized Representative of the Company stating the Company's intention to do so pursuant to this Section and the date upon which such payments required by Section 8.2 hereof shall be made (which date shall not be less than 45 nor more than 90 days from the date such certificate is filed) and upon compliance with the requirements set forth in Section 8.2 hereof. The Company acknowledges that exercising its option to terminate pursuant to this Section shall constitute an Event of Default under the Jobs Creation Agreement.

(b) The Agency shall have the option at any time to terminate this Leaseback Agreement and to demand immediate payment in full of the rental reserved and unpaid as described in Section 2.6 hereof upon written notice to the Company of the occurrence of an Event of Default hereunder.

Section 8.2 Conditions to Early Termination of Leaseback Agreement.

In the event the Company exercises its option to terminate this Leaseback Agreement in accordance with the provisions of Section 8.1 hereof, the Company shall make the following payments:

(a) To the Agency or the Taxing Authorities (as such term is defined in the PILOT Agreement), as appropriate pursuant to the terms of the PILOT Agreement: all amounts due and payable under the PILOT Agreement as of the date of the conveyance described in Section 8.3 hereof, including all amounts due and payable resulting from a default under the Job Creation Agreement, if any.

(b) To the Agency: an amount certified by the Agency sufficient to pay all unpaid fees and expenses of the Agency incurred under the Agency Documents.

Section 8.3 Obligation to Purchase Facility. Upon termination or expiration of the Lease Term, in accordance with Sections 2.5 or 8.1 hereof, the Company shall purchase the Facility from the Agency for the purchase price of One Dollar (\$1.00). The Company shall purchase the Facility by giving written notice to the Agency (which may be contained in the certificate referred to in Section 11.1 hereof) (i) declaring the Company's election to purchase and (ii) fixing the date of closing such purchase, which shall be the date on which the Company Lease and this Leaseback Agreement are to be terminated or terminate.

Section 8.4 Conveyance on Termination.

Upon termination pursuant to Section 8.3 hereof, the Agency shall deliver to the Company all necessary documents (i) to terminate the Agency's leasehold interest in and to the Property, as such Property exists, subject only to the following: (A) any Liens to which title to such Property was subject when the leasehold interest was conveyed to the Agency, (B) any Liens created at the request of the Company, to the creation of which the Company consented or in the creation of which the Company acquiesced, (C) any Permitted Encumbrances and (D) any Liens resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Leaseback Agreement or arising out of an Event of Default hereunder, and (ii) to release and convey to the Company all of the Agency's rights and interest in and to any rights of action or any Net Proceeds of insurance or Condemnation awards with respect to the Facility (but not including any Unassigned Rights). Upon the termination of the Agency's leasehold interest pursuant to this Article VIII, all Agency Documents shall terminate.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Notices.

All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To the Agency: Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441
Attn.: Chairman

With a Copy To: Bond, Schoeneck & King, PLLC
501 Main Street
Rome, New York 13501
Attn.: Linda E. Romano, Esq.

To the Company: Goodrich Corporation
104 Otis Street
Rome, New York 13441
Attn.: Chad L. Sheline, General Manager, Power Transmission
Systems

With a Copy To: UTC Aerospace Systems
One Hamilton Road
Windsor Locks, Connecticut 06096
Attn.: Diana Morales, Associate General Counsel

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

Section 9.2 Binding Effect.

This Leaseback Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

Section 9.3 Severability.

In the event any provision of this Leaseback Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. In such event, the parties agree to negotiate to arrive at a mutually agreeable term or provision to substitute for the unenforceable term or provision.

Section 9.4 Amendments, Changes and Modifications.

This Leaseback Agreement may not be amended, changed, modified, altered or terminated except in a writing executed by the parties hereto.

Section 9.5 Execution of Counterparts.

This Leaseback Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.6 Applicable Law.

This Leaseback Agreement shall be governed exclusively by the applicable laws of the State without regard or reference to its conflict of laws principles.

Section 9.7 List of Additional Equipment; Further Assurances.

(a) Upon the Completion Date with respect to the Facility and the installation of all of the Equipment therein, the Company shall prepare and deliver to the Agency a schedule

listing all of the Equipment not previously described in this Leaseback Agreement. If requested by the Agency, the Company shall thereafter furnish to the Agency within sixty (60) days after the end of each calendar year, a schedule listing all of the Equipment not theretofore previously described herein or in the aforesaid schedule.

(b) The Agency and the Company shall execute and deliver all instruments and shall furnish all information necessary or appropriate to perfect or protect any security interest created or contemplated by this Leaseback Agreement.

Section 9.8 Survival of Obligations.

This Leaseback Agreement shall survive the performance of the obligations of the Company to make payments hereunder and all indemnities shall survive the foregoing and any termination or expiration of this Leaseback Agreement.

Section 9.9 Table of Contents and Section Headings not Controlling.

The Table of Contents and the headings of the several Sections in this Leaseback Agreement have been prepared for convenience of reference only and shall not control or affect the meaning of or be taken as an interpretation of any provision of this Leaseback Agreement.

Section 9.10 No Broker.

Agency and Company represent and warrant to the other that neither Agency nor Company has dealt with any broker or finder entitled to any commission, fee, or other compensation by reason of the execution of this Leaseback Agreement, and each party agrees to indemnify and hold the other harmless from any charge, liability or expense (including attorneys' fees) the other may suffer, sustain, or incur with respect to any claim for a commission, fee or other compensation by a broker or finder claiming by, through or under the other party.

Section 9.11 Recording and Filing.

This Leaseback Agreement or a memorandum thereof, shall be recorded or filed, as the case may be, in the Office of the Clerk of Oneida County, New York, or in such other office as may at the time be provided by law as the property place for the recordation or filing thereof.

Section 9.12 Definitions.

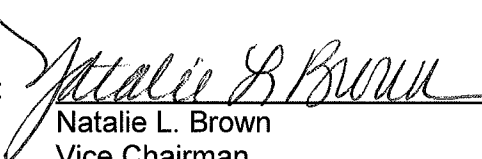
All capitalized terms used in this Leaseback Agreement and not otherwise defined shall have the meanings assigned thereto in the Schedule of Definitions attached hereto as Schedule A.

[Rest of page left intentionally blank]

IN WITNESS WHEREOF, the Company and the Agency have caused this **Leaseback Agreement** to be executed in their respective names, all as of the date first above written.


ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By:


Natalie L. Brown
Vice Chairman

GOODRICH CORPORATION, a UTC Aerospace
Company, doing business by and through its Power
Transmission Systems business unit

By:


Chad L. Sheline
General Manager, Power
Transmission Systems

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

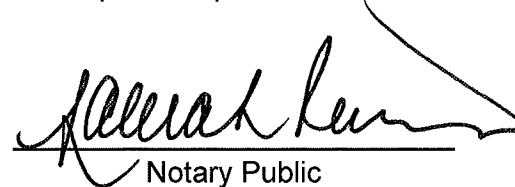
On the 26th day of July 2013 before me, the undersigned a notary public in and for said state, personally appeared **Natalie L. Brown**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
Commission Expires August 1, 2014

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

On the 26th day of July 2013 before me, the undersigned a notary public in and for said state, personally appeared **Chad L. Sheline**, 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. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
Commission Expires August 1, 2014

"Exhibit A"

All that Tract, Piece or Parcel of land situate in the City of Rome, County of Oneida and State of New York; as shown on the Map entitled "Property Map Showing Lands to be conveyed to Oneida County Industrial Development Agency"; Prepared by Michael P. Waters, P.L.S. No. 50027, and dated April 17, 2001. Said Parcel and being more particularly described as follows:

Beginning at a point on the proposed easterly street boundary of Otis Street at its intersection with the northerly side of Brooks Road;

Thence through the lands of The United States of America the following five (5) courses and distances;

1. North 80° 24' 48" East, 419.61 feet to a point;
2. North 88° 15' 59" East, 324.33 feet to a point;
3. South 01° 44' 01" East, 629.28 feet to a point;
4. South 88° 26' 06" West, 740.00 feet to the aforementioned proposed easterly street boundary of Otis Street.
5. North 01° 44' 01" West, along said proposed street boundary 569.77 feet to the place of beginning, being 452,944.1± square feet or 10.398 acres, more or less

EXCEPTING and reserving an easement for ingress and egress along the proposed service drive;

Beginning at the southwest corner of the above-described parcel to be conveyed;

Thence North 01° 44' 01" West, 15.00 feet along the aforementioned proposed easterly street boundary of Otis Street to a point;

Thence through the above-described parcel the following four (4) courses and distances;

1. North 88° 26' 06" East, 356.30 feet to a point of curvature;
2. Easterly along a curve to the left having a radius of 40.00 feet, a chord length of 36.71 feet and a chord direction of North 61° 07' 22" East to a point of reverse curvature;
3. Easterly along a curve to the right having a radius of 55.00 feet, a chord length of 99.20 feet and a chord direction of South 82° 47' 15" East to a point;
4. North 88° 26' 06" East, 253.32 feet to its intersection with the proposed easterly division line of the above-described parcel;

thence South 01° 44' 01" East, 15.00 feet along said proposed division line to its intersection with the proposed southerly division line of the above-described parcel;

thence South 88° 26' 06" West, along said proposed division line 740.00 feet to the place of beginning, being 14,310.0± square feet or 0.328 acre, more or less.

ALSO excepting and reserving an easement for ingress and egress and utilities over Brooks Road;

Beginning at the northwest corner of the above-described parcel to be conveyed;

Thence along the proposed northerly division line the following two (2) courses and distances;

1. North 80° 24' 48" East, 419.61 feet to a point;
2. North 88° 15' 59" East, 324.33 feet to its intersection with the proposed easterly division line of the above-described parcel to be conveyed;

thence South 01° 44' 01" East along said proposed division line 40.00 feet to a point;

thence through the above-described parcel to be conveyed the following two (2) courses and distances;

1. South 88° 15' 59" West 284.99 feet to a point;
2. South 80° 24' 48" West, 459.32 feet to its intersection with the proposed easterly street boundary of Otis Street;

thence North 01° 44' 01" West along said proposed street boundary 45.43 feet to the place of beginning, being 31,962.5± square feet or 0.733± acre, more or less.

ALSO excepting and reserving an easement for utilities through the parcel to be conveyed;

Beginning at a point on the proposed easterly street boundary of Otis Street; said point being southerly along said street boundary 45.4± feet from its intersection with the proposed northerly division line of the above-mentioned parcel to be conveyed;

Thence through the above-described parcel to be conveyed the following two (2) courses and distances;

1. North 82°13'54" East, 459.49 feet to a point;
2. North 86°01'34" East 283.27 feet to its intersection with the proposed easterly division line of the above-described parcel to be conveyed;

thence South 01°44'01" East along said proposed division line 20.01 feet to a point; thence through the above-described parcel to be conveyed the following two (2) courses and distances;

1. South 86° 01'34" West 281.81 feet to a point;
2. South 82°13'54" West, 460.95 feet to its intersection with the proposed easterly street boundary of Otis Street;

thence North 01° 44' 01" West along said street boundary 20.11 feet to the place of beginning, being 14,855.2± square feet or 0.341 acre, more or less.

EXHIBIT B

EQUIPMENT

All fixtures, building materials and items of personal property acquired, constructed, renovated and installed and/or to be acquired, constructed, renovated and installed in connection with the completion of the Goodrich Corporation Facility located in the City of Rome, Oneida County, New York.

SCHEDULE A

SCHEDULE OF DEFINITIONS

"Act" means, collectively, Title 1 of Article 18-A of the General Municipal Law of the State enacted into law as Chapter 1030 of the Laws of 1969 of the State, as amended together with Chapter 372 of the Laws of 1970 of the State, as amended.

"Agency" means the (i) Oneida County Industrial Development Agency, its successors and assigns, and (ii) any local governmental body resulting from or surviving any consolidation or merger to which the Agency or its successors may be a party.

"Agency Documents" means the Company Lease, the Leaseback Agreement and the PILOT Agreement.

"Authorized Representative" means, in the case of the Agency, the Chairman, Vice Chairman, Secretary, Assistant Secretary or Executive Director of the Agency; in the case of the Company, its General Manager, Power Transmission Systems; and in the case of both, such additional persons as, at the time, are designated to act on behalf of the Agency or the Company, as the case may be, by written certificate furnished to the Agency or the Company, as the case may be, containing the specimen signature of each such person and signed on behalf of (i) the Agency by the Chairman, Vice Chairman, Secretary, Assistant Secretary or Executive Director of the Agency or (ii) the Company by Chad L. Sheline.

"Authorizing Resolution" means the resolution adopted by the Agency on the 28th day of June 2013 authorizing the execution and delivery of the Agency Documents as such resolution may be amended and supplemented from time to time.

"Business Day" means any day other than a Saturday, a Sunday, a legal holiday or a day on which banking institutions in New York, New York are authorized by law or executive order to remain closed.

"Closing Date" means the date of delivery of the Leaseback Agreement.

"Company" means Goodrich Corporation, a UTC Aerospace Company, doing business by and through its Power Transmission Systems business unit, a New York corporation with an address of 104 Otis Street, Rome, New York 13441, and its successors and assigns.

"Company Documents" means the Company Lease, the Leaseback Agreement, the PILOT Agreement, the Environmental Compliance and Indemnification Agreement and the Job Creation Agreement.

"Company Lease" means the Company Lease dated as of July 1, 2013 by and between the Company, as lessor, and the Agency, as lessee, with respect to the Facility, as the same may be amended from time to time.

"Completion Date" means the date of completion of the Facility.

"Condemnation" means the taking of title to, or the use of, Property under the exercise of the power of eminent domain by any governmental entity or other Person acting under governmental authority.

"Construction Period" means the period (a) beginning on the earlier of (i) the date of commencement of construction, construction, renovation and equipping of the Facility, which date shall not be prior to May 17, 2013, or (ii) the Closing Date and (b) ending on the Completion Date.

"Environmental Compliance and Indemnification Agreement" means the Environmental Compliance and Indemnification Agreement dated as of July 1, 2013 by the Company for the benefit of the Agency, as the same may be amended from time to time.

"Equipment" means all machinery, equipment and other personal property used and to be used in connection with the construction, renovation and equipping of the Facility as described in Exhibit B to the Leaseback Agreement.

"Event of Default" means any of the events defined as Events of Default by Section 7.1 of the Leaseback Agreement.

"Facility" means the Land, the Improvements and the Equipment leased to the Company under the Leaseback Agreement.

"Facility Services" means all services necessary for the acquisition, construction, renovation and equipping of the Facility.

"Hazardous Substance" means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), Articles 15 and 27 of the New York State Environmental Conservation Law or any other applicable Environmental Law and the regulations promulgated thereunder.

"Improvements" means all those buildings, improvements, structures and other related facilities (i) affixed or attached to the Land and (ii) not part of the Equipment, all as they may exist from time to time.

"Independent Counsel" means an attorney or attorneys or firm or firms of attorneys duly admitted to practice law before the highest court of any state of the United States of America or in the District of Columbia and not a full time employee of the Agency or the Company.

"Jobs Creation Agreement" means the Jobs Creation and Recapture Agreement dated as of July 1, 2013 by the Company for the benefit of the Agency, as the same may be amended from time to time.

"Land" means the property leased by the Agency to the Company pursuant to the Leaseback Agreement and more particularly described in Exhibit A attached thereto.

"Landlord" means New York Becknell Investors Two LLC, and its successors and assigns.

"Lease Agreement" means the Lease Agreement dated April 20, 2001 by and between the Landlord, as lessor, and the Company, as lessee, with respect to the Facility, as the same may be amended from time to time.

"Lease Term" means the duration of the leasehold estate created in the Company Lease as specified in Section 3 of the Company Lease and shall be coterminous with the term of the Leaseback Agreement.

"Leaseback Agreement" means the Leaseback Agreement dated as of July 1, 2013 by and between the Agency, as lessor, and the Company, as lessee, with respect to the Facility, as the same may be amended from time to time.

"Lien" means any interest in Property securing an obligation owed to a Person whether such interest is based on the common law, statute or contract, and including but not limited to, the security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" includes reservation, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases and other similar title exceptions and encumbrances, including but not limited to mechanics', materialman's, warehousemen's, carriers' and other similar encumbrances, affecting real property. For the purposes of this definition, a Person shall be deemed to be the owner of any Property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

"Permitted Encumbrances" means (i) exceptions to title set forth in the Title Report, (ii) the Leaseback Agreement, (iii) utility, access and other easements and rights-of-way, restrictions and exceptions that do not materially impair the utility or the value of the Property affected thereby for the purposes for which it is intended, (iv) mechanics', materialmen's, warehousemen's, carriers' and other similar Liens which are approved in writing by the Agency or its Counsel, and (v) Liens for taxes not yet delinquent.

"Person" or "Persons" means an individual, partnership, corporation, trust or unincorporated organization, and a government or agency or political subdivision or branch thereof.

"PILOT Agreement" means the Payment-in-Lieu-of-Tax Agreement dated as of July 1, 2013 between the Company and the Agency, as amended from time to time.

"Plans and Specifications" means the plans and specifications for the Improvements, prepared for the Company and approved by the Agency, as revised from time to time in accordance with the Leaseback Agreement.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"Public Purposes" shall mean the State's objective to create industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and to empower such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and sell land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, recreation or industrial facilities, including industrial pollution control facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living.

"Schedule of Definitions" means the words and terms set forth in this Schedule of Definitions attached to the Leaseback Agreement, as the same may be amended from time to time.

"SEQR Act" means the State Environmental Quality Review Act and the regulations thereunder.

"State" means the State of New York.

"Substitute Facilities" means facilities of substantially the same nature as the proposed Facility.

"Transaction Counsel" means the law firm of Bond, Schoeneck & King, PLLC.

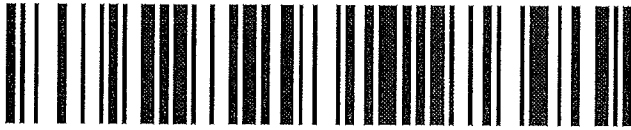
"Transaction Documents" means the Agency Documents and the Company Documents.

"Unassigned Rights" means the rights of the Agency and moneys payable pursuant to and under Sections 2.6(a) and (b), 3.4, 3.7, 5.2, 5.8, 7.2(a), 7.4 and 8.2 of the Leaseback Agreement.



ONEIDA COUNTY – STATE OF NEW YORK
SANDRA J. DEPERNO COUNTY CLERK
800 PARK AVENUE, UTICA, NEW YORK 13501

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



Recording:

Cover Page	20.00
Number of Pages	40.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 85.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 85.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 6005
Transfer Tax
Consideration: 0.00

Total: 0.00

INSTRUMENT #: R2013-000975

Receipt#: 2013534767

Clerk: GA

Rec Date: 07/30/2013 01:52:39 PM

Doc Grp: MR

Descrip: LEASE (ANY)

Num Pgs: 8

Party1: ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Party2: GOODRICH CORP

Record and Return To:

BOND SCHOENECK & KING PLLC
501 MAIN STREET
UTICA NEW YORK 13501

Memorandum of Leaseback Agreement

This MEMORANDUM OF LEASEBACK AGREEMENT dated as of July 1, 2013, by and between **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Agency") and **GOODRICH CORPORATION, a UTC Aerospace Company, doing business by and through its Power Transmission Systems business unit**, a New York corporation with an address of 104 Otis Street, Rome, New York 13441 (the "Company").

The Company and the Agency entered into a Leaseback Agreement dated as of July 1, 2013 (the "Leaseback Agreement") whereby the Agency leases to the Company premises described in Exhibit A attached hereto and made a part hereof and equipment described in Exhibit B attached hereto and made a part hereof.

The Leaseback Agreement provides for the rental of the premises by the Company to the Agency for a term commencing July 1, 2013 and terminating at 11:59 p.m. on June 30, 2024 (the "Lease Term").

The Leaseback Agreement is available for inspection during normal business hours at the offices of the Agency indicated above.

This Memorandum of Leaseback Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[signature page follows]

2013534767

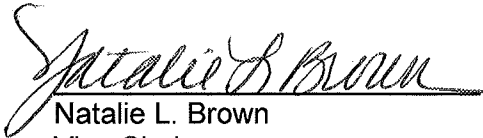
Clerk: GA

R2013-000975
07/30/2013 01:52:39 PM
LEASE (ANY)
8 Pages
Sandra J. DePerno, Oneida County Clerk

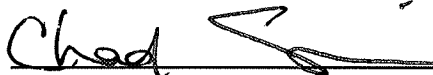
Record and Return to:
Bond, Schoeneck & King, PLLC
501 Main Street
Utica NY 13501

IN WITNESS WHEREOF, the Agency and the Company have caused this **Memorandum of Leaseback Agreement** to be executed in their respective names on July 1, 2013.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

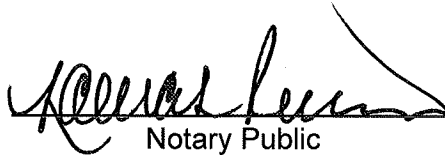
By: 
Natalie L. Brown
Vice Chairman

GOODRICH CORPORATION, a UTC
Aerospace Company, doing business by and
through its Power Transmission Systems
business unit

By: 
Chad L. Sheline
General Manager, Power
Transmission Systems

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

On the 26th day of July 2013 before me, the undersigned a notary public in and for said state, personally appeared **Natalie L. Brown**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
Commission Expires August 1, 2014

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

On the 26th day of July 2013 before me, the undersigned a notary public in and for said state, personally appeared **Chad L. Sheline**, 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. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
Commission Expires August 1, 2014

"Exhibit A"

All that Tract, Piece or Parcel of land situate in the City of Rome, County of Oneida and State of New York; as shown on the Map entitled "Property Map Showing Lands to be conveyed to Oneida County Industrial Development Agency"; Prepared by Michael P. Waters, P.L.S. No. 50027, and dated April 17, 2001. Said Parcel and being more particularly described as follows:

Beginning at a point on the proposed easterly street boundary of Otis Street at its intersection with the northerly side of Brooks Road;

Thence through the lands of The United States of America the following five (5) courses and distances;

1. North 80° 24' 48" East, 419.61 feet to a point;
2. North 88° 15' 59" East, 324.33 feet to a point;
3. South 01° 44' 01" East, 629.28 feet to a point;
4. South 88° 26' 06" West, 740.00 feet to the aforementioned proposed easterly street boundary of Otis Street.
5. North 01° 44' 01" West, along said proposed street boundary 569.77 feet to the place of beginning, being 452,944.1± square feet or 10.398 acres, more or less

EXCEPTING and reserving an easement for ingress and egress along the proposed service drive;

Beginning at the southwest corner of the above-described parcel to be conveyed;

Thence North 01° 44' 01" West, 15.00 feet along the aforementioned proposed easterly street boundary of Otis Street to a point;

Thence through the above-described parcel the following four (4) courses and distances;

1. North 88° 26' 06" East, 356.30 feet to a point of curvature;
2. Easterly along a curve to the left having a radius of 40.00 feet, a chord length of 36.71 feet and a chord direction of North 61° 07' 22" East to a point of reverse curvature;
3. Easterly along a curve to the right having a radius of 55.00 feet, a chord length of 99.20 feet and a chord direction of South 82° 47' 15" East to a point;
4. North 88° 26' 06" East, 253.32 feet to its intersection with the proposed easterly division line of the above-described parcel;

thence South 01° 44' 01" East, 15.00 feet along said proposed division line to its intersection with the proposed southerly division line of the above-described parcel;

thence South 88° 26' 06" West, along said proposed division line 740.00 feet to the place of beginning, being 14,310.0± square feet or 0.328 acre, more or less.

ALSO excepting and reserving an easement for ingress and egress and utilities over Brooks Road;

Beginning at the northwest corner of the above-described parcel to be conveyed;

Thence along the proposed northerly division line the following two (2) courses and distances;

1. North 80° 24' 48" East, 419.61 feet to a point;
2. North 88° 15' 59" East, 324.33 feet to its intersection with the proposed easterly division line of the above-described parcel to be conveyed;

thence South 01° 44' 01" East along said proposed division line 40.00 feet to a point;

thence through the above-described parcel to be conveyed the following two (2) courses and distances;

1. South 88° 15' 59" West 284.99 feet to a point;
2. South 80° 24' 48" West, 459.32 feet to its intersection with the proposed easterly street boundary of Otis Street;

thence North 01° 44' 01" West along said proposed street boundary 45.43 feet to the place of beginning, being 31,962.5± square feet or 0.733± acre, more or less.

ALSO excepting and reserving an easement for utilities through the parcel to be conveyed;

Beginning at a point on the proposed easterly street boundary of Otis Street; said point being southerly along said street boundary 45.4± feet from its intersection with the proposed northerly division line of the above-mentioned parcel to be conveyed;

Thence through the above-described parcel to be conveyed the following two (2) courses and distances;

1. North 82°13'54" East, 459.49 feet to a point;
2. North 86°01'34" East 283.27 feet to its intersection with the proposed easterly division line of the above-described parcel to be conveyed;

thence South 01°44'01" East along said proposed division line 20.01 feet to a point; thence through the above-described parcel to be conveyed the following two (2) courses and distances;

1. South 86° 01'34" West 281.81 feet to a point;
2. South 82°13'54" West, 460.95 feet to its intersection with the proposed easterly street boundary of Otis Street;

thence North 01° 44' 01" West along said street boundary 20.11 feet to the place of beginning, being 14,855.2± square feet or 0.341 acre, more or less.

Exhibit B

Equipment

All fixtures, building materials and items of personal property constructed, renovated and installed and/or to be constructed, renovated and installed in connection with the completion of the Goodrich Corporation Facility located in the City of Rome, Oneida County, New York.



**Combined Real Estate
Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

Recording office time stamp

2013 JUL 30 PM 1:50
ONEIDA COUNTY
CLERK'S OFFICE

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A — Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor)	Social security number
	ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY	
	Mailing address	Social security number
	584 PHOENIX DRIVE	
	City State ZIP code	Federal EIN
ROME NY 13441	16-6158201	
	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee)	Social security number
	GOODRICH CORPORATION, a UTC Aerospace Company, doing business by and	
	Mailing address	Social security number
	104 OTIS STREET <i>through its Power Transmission System Business Unit</i>	
	City State ZIP code	Federal EIN
ROME NY 13441	34-0252680	
	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
243.000-1-1.3-1		104 OTIS STREET	ROME	ONEIDA

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house	5 <input checked="" type="checkbox"/> Commercial/Industrial	Date of conveyance <table border="1"> <tr> <td>07</td> <td>01</td> <td>2013</td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table>	07	01	2013	month	day	year	Percentage of real property conveyed which is residential real property _____ 0 % (see instructions)
07	01		2013						
month	day		year						
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building								
3 <input type="checkbox"/> Residential condominium	7 <input type="checkbox"/> Office building								
4 <input type="checkbox"/> Vacant land	8 <input type="checkbox"/> Other _____								

Condition of conveyance (check all that apply)

a. <input type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input checked="" type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input checked="" type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input checked="" type="checkbox"/> Other (describe) <u>IDA LEASE</u>

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B., Part I \$ _____		
	Schedule B., Part II \$ _____		

Schedule B — Real estate transfer tax return (Tax Law, Article 31)

Part I — Computation of tax due

- 1
Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III)
- 2
Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3
Taxable consideration (subtract line 2 from line 1)
- 4
Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5
Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6
Total tax due* (subtract line 5 from line 4)

1.		1 00
2.		
3.		
4.		
5.		
6.		

Part II — Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1
Enter amount of consideration for conveyance (from Part I, line 1)
- 2
Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)
- 3
Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part III — Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a
Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)
- b
Conveyance is to secure a debt or other obligation
- c
Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance
- d
Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts
- e
Conveyance is given in connection with a tax sale
- f
Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F
- g
Conveyance consists of deed of partition
- h
Conveyance is given pursuant to the federal Bankruptcy Act
- i
Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property
- j
Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment
- k
Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim)

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the NYC Department of Finance. If a recording is not required, send this return and your check(s) made payable to the NYS Department of Taxation and Finance, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**

I (we) certify that: (check the appropriate box)

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.
- Please note:** for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
- ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

ONEIDA COUNTY IDA

By: Stacie L. Brum

Grantor signature

VICE-CHAIR

Title

GOODRICH CORPORATION, a UTC Aerospace Company,
doing business by and through its Power
Transmission Systems Business Unit

Grantee signature

Title

General Manager,

Grantor signature

Title

By: Chad

Grantee signature

Title

Power Transmission
Systems

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under **Exemptions for nonresident transferor(s)/seller(s)** and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date _____ to _____ Date _____ (see instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

LAURA S. RUBERTO
lruberto@bsk.com
P: 315.738.1223
F: 315.724.2074

July 30, 2013

HAND-DELIVERED

Joseph Surace, Assessor
City of Rome
198 North Washington Street
Rome NY 13440

Re: *Oneida County Industrial Development Agency 2013 Real Estate Lease
(Goodrich Corporation Facility)*

Dear Mr. Surace:

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 effective July 30, 2013. Also enclosed is a Closing Summary sheet summarizing the transaction.

We direct your attention to the fact that all PILOT bills should be issued directly to the Company.

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

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Laura S. Ruberto
Legal Assistant

RECEIVED

JUL 30 2013

Rome Assessor's Office

Enclosures

cc: Attached Distribution List

Distribution List

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

Joseph R. Fusco, Jr., Mayor
City of Rome
Rome City Hall
198 North Washington Street
Rome, New York 13440

Anthony R. Carvelli
Commissioner of Finance
Oneida County Finance Department
800 Park Avenue
Utica NY 13501

Receiver of Taxes
City of Rome
Attn.: City Treasurer
198 North Washington Street
Rome, New York 13440

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

Patricia S. Riedel, President
Board of Education
Rome City School District
409 Bell Street
Rome, New York 13440

County of Oneida
Receiver of Taxes
800 Park Avenue
Utica, New York 13501

Jeffrey P. Simons
Superintendent of Schools
Rome City School District
409 Bell Street
Rome, New York 13440

Receiver of Taxes
Rome City School District
Attn.: David Dreidel
409 Bell Street
Rome, New York 13440



NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX 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 Development Agency
Street 584 Phoenix Drive
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 Goodrich Corporation, a UTC Aerospace Company, doing business by and through its Power Transmission Systems Business Unit
Street 104 Otis Street
City Rome NY 13441
Telephone no. Day (315) 838-1200
Evening () _____
Contact Chad L. Sheline
Title General Manager, Power Transmission Syst

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) 243.000-1-1.3-1
b. Street address 104 Otis Street
c. City, Town or Village Rome
d. School District Rome City School District
e. County Oneida
f. Current assessment _____
g. Deed to IDA (date recorded; liber and page)
Memo of Lease Instr#R2013- 000974
7/31/13

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) renovating and equipping a 110,000± sf facility to be used for designing and manufacturing power transmission products for the aerospace and industrial markets
b. Type of construction _____
c. Square footage 110,000±
d. Total cost See Exhibit A attached
e. Date construction commenced _____
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)
June 30, 2024

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 66% of taxes years 1 - 5; 70% of taxes year 6; 76% of taxes year 7; 82% of taxes year 8; 88% of taxes year 9; 94% of taxes year 10 and 100% of taxes after year 10. PILOT payments to be calculated based on current assessment. See PILOT Agreement attached.

- b. Projected expiration date of agreement June 30, 2024

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 type="checkbox"/>	<input checked="" type="checkbox"/>
School District _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Goodrich Corporation
 Title Chad L. Sheline, General Mgr
 Address 104 Otis Street
Rome NY 13441

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

Telephone 315-838-1200

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

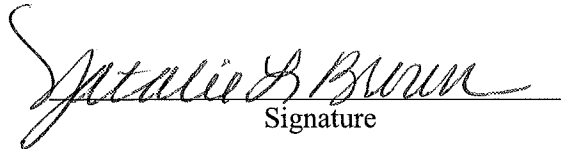
If yes, list the statutory exemption reference and assessment roll year on which granted:
 exemption GML§854 assessment roll year 2001

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

CERTIFICATION

I, Natalie L. Brown, Vice Chairman of
 Name Title
Oneida County Industrial Development Agency hereby certify that the information
 Organization
 on this application and accompanying papers constitutes a true statement of facts.

July 26, 2013
 Date


 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:

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JUL 30 2013

Rome Assessor's Office

 Date

 Assessor's signature

Exhibit A

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

**Oneida County Industrial Development Agency
(Goodrich Corporation Facility)**

4(d) Project Cost:

Machinery & Equipment	\$7,519,200
Architectural/Engineering	180,000
Other	<u>1,730,700</u>
Total	\$ 9,429,900

NEW YORK BECKNELL INVESTORS TWO LLC

and

GOODRICH CORPORATION, A UTC AEROSPACE COMPANY,
DOING BUSINESS BY AND THROUGH ITS
POWER TRANSMISSION SYSTEMS BUSINESS UNIT

and

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Oneida County Industrial Development Agency
2013 Real Estate Lease
(Goodrich Corporation Facility)

Oneida County, City of Rome, Rome City School District

Tax Account Nos.: 243.000-1-1.3-1

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of July 1, 2013, is by and among **NEW YORK BECKNELL INVESTORS TWO LLC**, having its principal office c/o Harrington & Tock, Suite 601, Huntington Towers, 201 W. Springfield Avenue, P.O. Box 1550, Champaign, Illinois 61824-1550 (the "Landlord"); **GOODRICH CORPORATION, a UTC Aerospace Company, doing business by and through its Power Transmission Systems business unit**, a New York corporation having an address of 104 Otis Street, Rome, New York 13441 (the "Company") 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 584 Phoenix Drive, Rome, New York 13441 (the "Agency").

W I T N E S S E T H:

WHEREAS, the Agency is authorized and empowered by the provisions of Title 1 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 renovate a 110,000± square foot manufacturing facility (the "Improvements") located on a 10.375± acre parcel of land situate at 104 Otis Street, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land"), including the creation of 14,000± square feet of green space, and acquire and install equipment in the Improvements (the "Equipment"), all to be used for the purpose of designing and manufacturing power transmission products for the aerospace and industrial markets (the Land, the Improvements and the Equipment are referred to collectively as the "Facility"); 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 Company Lease dated of even date herewith and lease the Facility back to the Company pursuant to the terms and conditions contained in a Leaseback Agreement dated of even date herewith; and

WHEREAS, the Landlord is the fee owner of the Land and Improvements, and leases the Land and the Improvements to the Company under a Lease Agreement dated April 20, 2001, as amended (the "Lease Agreement") between Landlord and the Company; and

WHEREAS, the Lease Agreement states in part that the Company will have the obligation to pay to the Taxing Authorities (as defined below) all taxes and/or payments-in-lieu-of-taxes assessed to the Landlord with respect to the Facility; and

WHEREAS, the Agency has agreed to accept a leasehold interest in the Facility from the Company 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 Landlord and/or Company or the occupancy thereof by the Company commencing July 30, 2013, 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 Agency, the Landlord and the Company deem it necessary and proper to enter into an agreement making provision for payments-in-lieu-of-taxes and such assessments by the Company to the City of Rome, 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, the Rome City 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, 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 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 Company Lease 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 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:

(i) sixty-six percent (66%) of such taxes from the first through and including the fifth Exemption Year; and

(ii) seventy percent (70%) of such taxes during the sixth Exemption Year; and

(iii) seventy-six percent (76%) of such taxes during the seventh Exemption Year; and

(iv) eighty-two percent (82%) of such taxes during the eighth Exemption Year; and

(v) eighty-eight percent (88%) of such taxes during the ninth Exemption Year; and

(vi) ninety-four percent (94%) of such taxes during the tenth Exemption Year; and

(viii) one hundred percent of such taxes after the tenth Exemption Year.

provided, however, that all PILOT Payments shall be calculated using the Facility assessment that is in effect on the date of this Agreement.

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 Company Lease. The benefits under this Agreement are subject to the terms and conditions of a certain Job Creation and Recapture Agreement dated as of July 1, 2013.

(b) Anything herein to the contrary, notwithstanding, upon the failure of the Company 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 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 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 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 is required to pay any tax which the payments specified herein are intended to be in lieu of, the Company 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 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 Landlord and the Company 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 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 Landlord and the Company 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, neither the Landlord nor the Company has the right to bring a proceeding to review such assessment under the Real Property Tax Law or any other law, then the Landlord and/or the Company 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 Landlord and/or the Company in all respects in any such proceeding at the sole cost and expense of the Landlord and/or the Company. Notwithstanding anything herein to the contrary, for so long as this Agreement is in effect, the Landlord and the Company each hereby unconditionally and irrevocably waives its respective right, if any, to apply for and/or receive the benefit of any other real property tax exemption with respect to the Facility, including, without limitation, any real property tax exemption that may be available under Section 485-b and Section 485-e of the Real Property Tax Law.

8. All amounts payable by the Company 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. In

such event, the parties agree to negotiate a mutually agreeable term or provision to substitute for the unenforceable term or provision.

(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 Landlord or the Company, as the case may be, addressed as follows:

To the Agency: Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441-4105
Attn.: Chairman

With a Copy To: Bond, Schoeneck & King, PLLC
501 Main Street
Rome, New York 13501
Attn.: Linda E. Romano, Esq.

To the Landlord: New York Becknell Investors Two LLC
704 Adams St., Suite A
Carmel, IN 46032

To the Company: Goodrich Corporation
104 Otis Street
Rome, New York 13441
Attn.: Chad L. Sheline, General Manager, Power
Transmission Systems

With a Copy To: UTC Aerospace Systems
One Hamilton Road
Windsor Locks, Connecticut 06096
Attn.: Diana Morales, Associate General Counsel

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

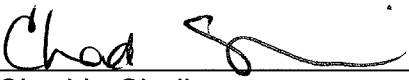
(e) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

10. Landlord is entering into this Agreement solely in its capacity as owner of the Land and Improvements. Nothing contained in this Agreement should be construed to impose upon or create for Landlord any obligations, either monetary or otherwise, under this Agreement.

[Signature pages follow]

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

GOODRICH CORPORATION,
a UTC Aerospace Company, doing business
by and through its Power Transmission Systems
business unit

By: 
Chad L. Sheline
General Manager, Power Transmission Systems

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

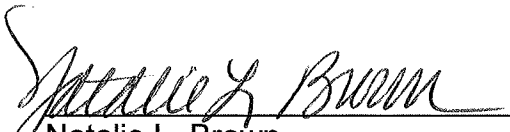
On the 26th day of July 2013 before me, the undersigned a notary public in and for said state, personally appeared **Chad L. Sheline**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged 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. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
Commission Expires August 1, 2014

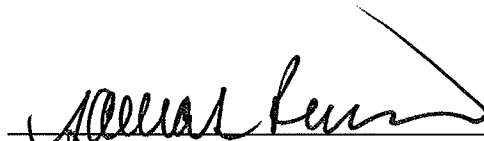
IN WITNESS WHEREOF, the parties have executed this **PILOT Agreement** as of the date first above written.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Natalie L. Brown
Vice Chairman

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

On the 26th day of July 2013 before me, the undersigned a notary public in and for said state, personally appeared **Natalie L. Brown**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
Commission Expires August 1, 2014

SCHEDULE A

COUNTY OF ONEIDA

Receiver of Taxes
800 Park Avenue
Rome, New York 13501

CITY OF ROME

Receiver of Taxes
Rome City Hall
198 North Washington Street
Rome, New York 13440
Attn.: City Treasurer

ROME CITY SCHOOL DISTRICT

409 Bell Street
Rome, New York 13440
Attn.: David Dreidel, District Treasurer

SCHEDULE B

EXEMPTION YEARS

Exemption Year (Assessment Roll Year)	County/City Taxes	School Taxes
Year One (07/30/2013)	01/01/2014 – 12/31/2014	07/01/2014 – 06/30/2015
Year Two (07/29/2014)	01/01/2015 – 12/31/2015	07/01/2015 – 06/30/2016
Year Three (07/28/2015)	01/01/2016 – 12/31/2016	07/01/2016 – 06/30/2017
Year Four (07/26/2016)	01/01/2017 – 12/31/2017	07/01/2017 – 06/30/2018
Year Five (07/25/2017)	01/01/2018 – 12/31/2018	07/01/2018 – 06/30/2019
Year Six (07/31/2018)	01/01/2019 – 12/31/2019	07/01/2019 – 06/30/2020
Year Seven (07/30/2019)	01/01/2020 – 12/31/2020	07/01/2020 – 06/30/2021
Year Eight (07/28/2020)	01/01/2021 – 12/31/2021	07/01/2021 – 06/30/2022
Year Nine (07/27/2021)	01/01/2022 – 12/31/2022	07/01/2022 – 06/30/2023
Year Ten (07/26/2022)	01/01/2023 – 12/31/2023	07/01/2023 – 06/30/2024

GOODRICH CORPORATION, A UTC AEROSPACE COMPANY,
DOING BUSINESS BY AND THROUGH ITS
POWER TRANSMISSION SYSTEMS BUSINESS UNIT

for the benefit of

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
(ONEIDA COUNTY, NEW YORK)

ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT

Dated as of July 1, 2013

Oneida County Industrial Development Agency
2013 Real Estate Lease
(Goodrich Corporation Facility)

TABLE OF CONTENTS

	<u>Page</u>
PARTIES.....	1
RECITALS.....	1
Section 1. Definitions	2
Section 2. Representations and Warranties	3
Section 3. Covenants of Indemnitor	4
Section 4. Indemnification Provisions.....	5
Section 5. Survival	6
Section 6. Governing Law	7
Section 7. Notices	7
Section 8. Binding Effect.....	7
Section 9. Severability.....	7
Section 10. Amendments, Changes and Modifications	7
Section 11. Execution of Counterparts	8
Section 12. Table of Contents and Section Headings Not Controlling	8
Section 13. This Agreement Controlling	8
EXHIBIT A LEGAL DESCRIPTION OF REAL PROPERTY	11
EXHIBIT B EXCEPTIONS TO REPRESENTATIONS AND WARRANTIES OF INDEMNITOR.....	12

ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT

THIS ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT, dated as of July 1, 2013, is by **GOODRICH CORPORATION, a UTC Aerospace Company, doing business by and through its Power Transmission Systems business unit**, a New York corporation having an address of 104 Otis Street, Rome, New York 13441 (the "Company") for the benefit of the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York having its principal office at 584 Phoenix Drive, Rome, New York 13441 (the "Agency").

WITNESSETH:

WHEREAS, the Company desires to renovate a 110,000± square foot manufacturing facility (the "Improvements") located on a 10.375± acre parcel of land situate at 104 Otis Street, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land"), including the creation of 14,000± square feet of green space, and acquire and install equipment in the Improvements (the "Equipment"), all to be used for the purpose of designing and manufacturing power transmission products for the aerospace and industrial markets (the Land, the Improvements and the Equipment are referred to collectively as the "Facility"); and

WHEREAS, New York Becknell Investors Two LLC (the "Landlord") is the fee owner of the Land and Improvements, and leases the Land and the Improvements to the Company under a Lease Agreement dated April 20, 2001, as amended (the "Lease Agreement") between Landlord and the Company; and

WHEREAS, in order to induce the Company to develop the Facility, the Agency is willing to accept a leasehold interest in the Facility from the Company and lease the Facility back to the Company pursuant to the terms and conditions contained in a Leaseback Agreement dated as of July 1, 2013 (the "Leaseback Agreement"); and

WHEREAS, as a condition for it to enter into and perform the transactions contemplated by the Leaseback Agreement, the Agency has required the Landlord and the Company to enter a Payment-in-Lieu-of-Tax Agreement dated as of July 1, 2013 (the "PILOT Agreement") whereby the Company agrees to make certain payments-in-lieu-of-taxes to the Taxing Authorities (as defined therein); and

WHEREAS, for purposes of this Environmental Compliance and Indemnification Agreement, the Facility shall consist of the Land, the Improvements and the Equipment, defined in and more particularly described in the Leaseback Agreement, and leased by the Agency to the Company pursuant to the Leaseback Agreement, together with all additions to and replacements and substitutions of the Facility;

WHEREAS, the Agency requires, as a condition and as an inducement for it to enter into and perform the transactions contemplated by the Leaseback Agreement and the PILOT Agreement, that the Company enter into, execute, deliver and perform this Environmental Compliance and Indemnification Agreement.

NOW THEREFORE, the parties hereto hereby agree as follows:

Section 1. Definitions. All capitalized terms used in this Environmental Compliance and Indemnification Agreement and not hereinafter defined shall have the meanings set forth below or in the Schedule of Definitions attached to the Leaseback Agreement.

(a) "Disposal" has the same meaning as given to that term in the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act, (42 U.S.C. Section 6901 et seq.).

(b) "Environment" means any water or water vapor, and land, including land surface or subsurface, air, fish, wildlife, flora, fauna, biota and all other natural resources.

(c) "Environmental Laws" mean all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection, preservation or remediation of the Environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, written and published policies, guidelines, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto.

(d) "Environmental Permits" mean all permits, licenses, approvals, authorizations, consents or registrations required by any applicable Environmental Law in connection with the ownership, construction, renovation, equipping, use and/or operation of the Facility, for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances or the sale, transfer or conveyance of the Facility.

(e) "Hazardous Substance" means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum constituents, petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, pollutants, toxic pollutants, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), the Federal Waters Pollution Control Act, as amended (33 U.S.C. Sections 1251 et seq.), Articles 17 and 27 of the New York State Environmental Conservation Law or any other applicable Environmental Law and the regulations promulgated thereunder.

(f) "Improvements" means the buildings, structures and other improvements (if any) presently located or to be constructed or renovated on the Facility.

(g) "Indemnitee" means the Agency and its successors and assigns.

(h) "Indemnitor" means the Company and its affiliates, successors and assigns.

(i) "Release" has the same meaning as given to that term in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), and the regulations promulgated thereunder.

Section 2. Representations and Warranties. Except as otherwise shown on Exhibit B attached hereto, the Indemnitor hereby represents and warrants to the Indemnitee that:

(a) Neither the Facility nor, to the best of the Indemnitor's knowledge, any property adjacent to or within the immediate vicinity of the Facility is being or has been used in violation of any applicable Environmental Law for the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance or as a landfill or other waste management or disposal site or for military, manufacturing or industrial purposes or for the storage of petroleum or petroleum based products.

(b) Underground storage tanks are not and, to the best of the Indemnitor's knowledge, have not been located on the Facility.

(c) The soil, subsoil, bedrock, surface water and groundwater of the Facility are free of Hazardous Substances, other than any such substances that occur naturally.

(d) There has been no Release or threat of a Release of any Hazardous Substance on, at or from the Facility or any property adjacent to or within the immediate vicinity of the Facility which through soil, subsoil, bedrock, surface water or groundwater migration could come to be located on or at the Facility, and Indemnitor has not received any form of notice or inquiry from any federal, state or local governmental agency or authority, any operator, tenant, subtenant, licensee or occupant of the Facility or any property adjacent to or within the immediate vicinity of the Facility or any other person with regard to a Release or the threat of a Release of any Hazardous Substance on, at or from the Facility or any property adjacent to or within the immediate vicinity of the Facility.

(e) All Environmental Permits necessary for the renovation, equipping, ownership, use or operation of the Facility have been obtained and are in full force and effect.

(f) No event has occurred with respect to the Facility which, with the passage of time or the giving of notice, or both, would constitute a violation of or non-compliance with, any applicable Environmental Law or Environmental Permit.

(g) There are no agreements, consent orders, decrees, judgments, license or permit conditions or other orders or directives of any federal, state or local court, governmental agency or authority relating to the past, present or future renovation, construction, equipping, ownership, use, operation, sale, transfer or conveyance of the Facility which require any change in the present condition of the Facility or any work, repairs, removal or remedial action or capital expenditures in order for the Facility to be in compliance with any applicable Environmental Law or Environmental Permit.

(h) There are no actions, suits, claims or proceedings, pending or threatened, which could cause the incurrence of expenses or costs of any name or description or which seek money damages, injunctive relief, remedial action or remedy that arise out of, relate to or result from (i) environmental conditions at, on or in the vicinity of the Facility, (ii) a violation or alleged violation of any applicable Environmental Law or non-compliance or alleged non-compliance with any Environmental Permit, (iii) the presence of any Hazardous Substance or a Release or the threat of a Release of any Hazardous Substance on, at or from the Facility

or any property adjacent to or within the immediate vicinity of the Facility or (iv) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arise from the condition of the Facility or the acquisition, construction, equipping, ownership, use, operation, sale, transfer or conveyance thereof.

Section 3. Covenants of Indemnitor. Indemnitor hereby covenants and agrees with the Indemnitee as follows:

(a) (i) The Indemnitor shall renovate, equip, use, operate and manage the Facility, in accordance with all applicable Environmental Laws and Environmental Permits, and shall cause all operators, tenants, subtenants, licensees and occupants of the Facility to renovate, equip, use, operate and manage the Facility in accordance with any applicable Environmental Laws and Environmental Permits, and shall not cause, allow or permit the Facility or any part thereof to be operated or used for the storage, treatment, generation, transportation, processing, handling, production, management or disposal of any Hazardous Substances other than in accordance with all applicable Environmental Laws and Environmental Permits.

(ii) The Indemnitor shall comply with the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Federal Clean Air Act, the Federal Water Pollution Control Act and any and all environmental laws, policies, rules or regulations, applicable under the Federal law and the law of the State of New York, all as the same July from time to time be in force and amended.

(b) The Indemnitor shall obtain and comply with, and shall cause all contractors, subcontractors, operators, tenants, subtenants, licensees and occupants of the Facility to obtain and comply with, all Environmental Permits.

(c) The Indemnitor shall not cause or permit any change to be made in the present or intended renovation, equipping, use or operation of the Facility which would (i) involve the storage, treatment, generation, transportation, processing, handling, management, production or disposal of any Hazardous Substance other than in accordance with any applicable Environmental Law, or the renovation, equipping, use or operation of the Facility as a landfill or waste management or disposal site or for manufacturing or industrial purposes or for the storage of petroleum or petroleum based products other than in accordance with any applicable Environmental Law, (ii) violate any applicable Environmental Laws, (iii) constitute a violation or non-compliance with any Environmental Permit or (iv) increase the risk of a Release of any Hazardous Substance.

(d) The Indemnitor shall promptly provide the Indemnitee with a copy of all notifications which Indemnitor gives or receives with respect to environmental conditions at or in the vicinity of the Facility or any past or present Release or the threat of a Release of any Hazardous Substance on, at or from the Facility or any property adjacent to or within the immediate vicinity of the Facility. If Indemnitor receives or becomes aware of any such notification which is not in writing or otherwise capable of being copied, Indemnitor shall promptly advise Indemnitee of such verbal, telephonic or electronic notification and confirm such notice in writing.

(e) The Indemnitor shall undertake and complete all investigations, studies, sampling and testing and all removal or remedial actions necessary to contain, remove and clean up all Hazardous Substances that are or may become present at the Facility and are required to be removed and/or remediated in accordance with all applicable Environmental Laws and all Environmental Permits.

(f) The Indemnitor shall allow the Indemnitee and its officers, members, employees, agents, representatives, contractors and subcontractors reasonable access to the Facility during regular business hours of the Company for the purposes of ascertaining the environmental conditions at, on or in the vicinity of the Facility, including, but not limited to, subsurface conditions.

(g) If at any time the Indemnitee obtains any notice or information that the Indemnitor or the Facility or the renovation, equipping, use or operation of the Facility may be in violation of an Environmental Law or in non-compliance with any Environmental Permit or standard, the Indemnitee may require that a full or supplemental environmental inspection and audit report with respect to the Facility of a scope and level of detail reasonably satisfactory to the Indemnitee be prepared by a professional environmental engineer or other qualified environmental scientist acceptable to the Indemnitee, at the Indemnitor's sole cost and expense. Said audit may, but is not required to or limited to, include a physical inspection of the Facility, a records search, a visual inspection of any property adjacent to or within the immediate vicinity of the Facility, personnel interviews, review of all Environmental Permits and the conduct of a scientific testing. If necessary to determine whether a violation of an Environmental Law exists, such inspection shall also include subsurface testing for the presence of Hazardous Substances in the soil, subsoil, bedrock, surface water and/or groundwater. If said audit report indicates the presence of any Hazardous Substance or a Release or Disposal or the threat of a Release or Disposal of any Hazardous Substance on, at or from the Facility, the Indemnitor shall promptly undertake and diligently pursue to completion all necessary, appropriate investigative, containment, removal, clean up and other remedial actions required by any Environmental Law, using methods recommended by the professional engineer or other environmental scientist who prepared said audit report and acceptable to the appropriate federal, state and local agencies or authorities.

Section 4. Indemnification Provisions.

(a) The Indemnitor hereby covenants and agrees, at its sole cost and expense, to indemnify, protect, defend, save and hold harmless the Indemnitee, its officers, directors, members, employees, agents (other than the Company) and representatives acting in their official capacity, from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements or expenses (including, without limitation, reasonable attorneys' and experts' fees, expenses and disbursements, and attorneys' fees incurred to enforce the terms, conditions and provisions of this agreement) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against the Indemnitee relating to, resulting from or arising out of (i) the environmental conditions at, on or in the vicinity of the Facility, (ii) the construction, renovation, equipping, operation or use of the Facility in violation of any applicable Environmental Law for the storage, treatment, generation, transportation, processing, handling, management, production or disposal of any Hazardous Substance or as a landfill or other waste disposal site, or for military, manufacturing or industrial purposes or for the commercial storage of petroleum or petroleum based products, (iii) the presence of any

Hazardous Substance or a Release or Disposal or the threat of a Release or Disposal of any Hazardous Substance or waste on, at or from the Facility, (iv) the failure to promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, clean up and other remedial actions with respect to a Release or the threat of a Release of any Hazardous Substance on, at or from the Facility, required by any Environmental Law, (v) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arise from the condition of the Facility or the construction, renovation, equipping, ownership, use, sale, operation, conveyance or operation thereof in violation of any Environmental Law, (vi) a violation of any applicable Environmental Law, (vii) non-compliance with any Environmental Permit or (viii) a material misrepresentation or inaccuracy in any representation or warranty or a material breach of or failure to perform any covenant made by the Indemnitor in this Environmental Compliance and Indemnification Agreement (collectively, the "Indemnified Matters").

(b) The liability of the Indemnitor to the Indemnatee hereunder shall in no way be limited, abridged, impaired or otherwise affected by (i) any amendment or modification of any of the Transaction Documents by or for the benefit of the Indemnatee, the Indemnitor or any subsequent owners or users of the Facility, (ii) any extensions of time for payment or performance required by any of the Transaction Documents, (iii) the release of the Indemnitor or any other person from the performance or observance of any of the agreements, covenants, terms or conditions contained in any of the Transaction Documents by operation of law, either by the Indemnatee's voluntary act or otherwise, (iv) the invalidity or unenforceability of any of the terms or provisions of the Transaction Documents, (v) any exculpatory provision contained in any of the Transaction Documents limiting the Indemnatee's recourse to any other security or limiting the Indemnatee's rights to a deficiency judgment against Indemnitor, (vi) any applicable statute of limitations, (vii) any investigation or inquiry conducted by or on the behalf of the Indemnatee or any information which the Indemnatee may have or obtain with respect to the environmental or ecological condition of the Facility, (viii) the sale, assignment, subleasing, transfer or conveyance of all or part of the Land or the Facility or Indemnitor's interests and rights in, to, and under the Leaseback Agreement or the termination of the Leaseback Agreement, but only with respect to a Release that has occurred prior to any such event, (ix) the death, dissolution, termination or legal incapacity of the Indemnitor, (x) the release or discharge, in whole or in part, of the Indemnitor in any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding, or (xi) any other circumstances which might otherwise constitute a legal or equitable release or discharge, in whole or in part, of the Company under the Leaseback Agreement, or any other Transaction Document, or of the Indemnitor under this Environmental Compliance and Indemnification Agreement.

(c) The indemnification agreement contained herein is wholly independent of and in addition to any indemnification agreement heretofore given to the Indemnatee as part of the application process, and/or contained in any of the Transaction Documents.

Section 5. Survival. Notwithstanding anything to the contrary contained herein, the representations, warranties, covenants and indemnifications of the Indemnitor contained in this Agreement shall continue and remain in full force and effect in perpetuity and shall survive any termination, conveyance, assignment, subleasing or defeasance of any right, title or interest of the Indemnatee in and to the Facility or in, to or under the Leaseback Agreement.

Section 6. Governing Law. This Environmental Compliance and Indemnification Agreement shall be governed by, construed in accordance with and enforceable under the laws of the State of New York, without regard or reference to its conflict of laws and principles.

Section 7. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be either delivered personally or sent by certified mail, postage prepaid, return receipt requested, or by Federal Express, addressed as follows or to such other address as any party may specify in writing to the other:

To the Agency: Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441-4105
Attn.: Chairman

With a Copy To: Bond, Schoeneck & King, PLLC
501 Main Street
Utica, New York 13501
Attn.: Linda E. Romano, Esq.

To the Company: Goodrich Corporation
104 Otis Street
Rome, New York 13441
Attn.: Chad L. Sheline, General Manager, Power Transmission Systems

With a Copy To: UTC Aerospace Systems
One Hamilton Road
Windsor Locks, Connecticut 06096
Attn.: Diana Morales, Associate General Counsel

A duplicate copy of each notice, certificate and other written communication given hereunder by any party hereto to any other party hereto shall also be given to every other party hereto, at the addresses herein set forth or provided for. Such notice shall be deemed to have been given upon receipt or upon refusal of the party being notified to accept delivery of such notice.

Section 8. Binding Effect. This Environmental Compliance and Indemnification Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

Section 9. Severability. In the event any provision of this Environmental Compliance and Indemnification Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. In such event, the parties agree to negotiate a mutually agreeable term or provision to substitute for the unenforceable term or provision.

Section 10. Amendments, Changes and Modifications. This Environmental Compliance and Indemnification Agreement may not be amended, changed, modified, altered or terminated except in a writing executed by the parties hereto and without the concurring written consent of all of the parties hereto.

Section 11. Execution of Counterparts. This Environmental Compliance and Indemnification Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12. Table of Contents and Section Headings not Controlling. The Table of Contents and the headings of the several Sections in this Environmental Compliance and Indemnification Agreement have been prepared for convenience of reference only and shall not control or affect the meaning of or be taken as an interpretation of any provision of this Environmental Compliance and Indemnification Agreement.


Section 13. This Agreement Controlling. In the event there is a conflict between the terms of this Environmental Compliance and Indemnification Agreement and Section 5.8 of the Leaseback Agreement, the terms of this Environmental Compliance and Indemnification Agreement shall be controlling.

[Signature page follows]

IN WITNESS WHEREOF, the Indemnitor has caused this **Environmental Compliance and Indemnification Agreement** to be duly executed as of the day and year first above written.

GOODRICH CORPORATION, a UTC
Aerospace Company, doing business by
and through its Power Transmission
Systems business unit

By:


Chad L. Sheline
General Manager, Power
Transmission Systems

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

On the 26th day of July 2013 before me, the undersigned a notary public in and for said state, personally appeared **Chad L. Sheline**, 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. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
Commission Expires August 1, 2014

"Exhibit A"

All that Tract, Piece or Parcel of land situate in the City of Rome, County of Oneida and State of New York; as shown on the Map entitled "Property Map Showing Lands to be conveyed to Oneida County Industrial Development Agency"; Prepared by Michael P. Waters, P.L.S. No. 50027, and dated April 17, 2001. Said Parcel and being more particularly described as follows:

Beginning at a point on the proposed easterly street boundary of Otis Street at its intersection with the northerly side of Brooks Road;

Thence through the lands of The United States of America the following five (5) courses and distances;

1. North 80° 24' 48" East, 419.61 feet to a point;
2. North 88° 15' 59" East, 324.33 feet to a point;
3. South 01° 44' 01" East, 629.28 feet to a point;
4. South 88° 26' 06" West, 740.00 feet to the aforementioned proposed easterly street boundary of Otis Street.
5. North 01° 44' 01" West, along said proposed street boundary 569.77 feet to the place of beginning, being 452,944.1± square feet or 10.398 acres, more or less

EXCEPTING and reserving an easement for ingress and egress along the proposed service drive;

Beginning at the southwest corner of the above-described parcel to be conveyed;

Thence North 01° 44' 01" West, 15.00 feet along the aforementioned proposed easterly street boundary of Otis Street to a point;

Thence through the above-described parcel the following four (4) courses and distances;

1. North 88° 26' 06" East, 356.30 feet to a point of curvature;
2. Easterly along a curve to the left having a radius of 40.00 feet, a chord length of 36.71 feet and a chord direction of North 61° 07' 22" East to a point of reverse curvature;
3. Easterly along a curve to the right having a radius of 55.00 feet, a chord length of 99.20 feet and a chord direction of South 82° 47' 15" East to a point;
4. North 88° 26' 06" East, 253.32 feet to its intersection with the proposed easterly division line of the above-described parcel;

thence South 01° 44' 01" East, 15.00 feet along said proposed division line to its intersection with the proposed southerly division line of the above-described parcel;

thence South 88° 26' 06" West, along said proposed division line 740.00 feet to the place of beginning, being 14,310.0± square feet or 0.328 acre, more or less.

ALSO excepting and reserving an easement for ingress and egress and utilities over Brooks Road;

Beginning at the northwest corner of the above-described parcel to be conveyed;

Thence along the proposed northerly division line the following two (2) courses and distances;

1. North 80° 24' 48" East, 419.61 feet to a point;
2. North 88° 15' 59" East, 324.33 feet to its intersection with the proposed easterly division line of the above-described parcel to be conveyed;

thence South 01° 44' 01" East along said proposed division line 40.00 feet to a point;

thence through the above-described parcel to be conveyed the following two (2) courses and distances;

1. South 88° 15' 59" West 284.99 feet to a point;
2. South 80° 24' 48" West, 459.32 feet to its intersection with the proposed easterly street boundary of Otis Street;

thence North 01° 44' 01" West along said proposed street boundary 45.43 feet to the place of beginning, being 31,962.5± square feet or 0.733± acre, more or less.

ALSO excepting and reserving an easement for utilities through the parcel to be conveyed;

Beginning at a point on the proposed easterly street boundary of Otis Street; said point being southerly along said street boundary 45.4± feet from its intersection with the proposed northerly division line of the above-mentioned parcel to be conveyed;

Thence through the above-described parcel to be conveyed the following two (2) courses and distances;

1. North 82°13'54" East, 459.49 feet to a point;
2. North 86°01'34" East 283.27 feet to its intersection with the proposed easterly division line of the above-described parcel to be conveyed;

thence South 01°44'01" East along said proposed division line 20.01 feet to a point; thence through the above-described parcel to be conveyed the following two (2) courses and distances;

1. South 86° 01'34" West 281.81 feet to a point;
2. South 82°13'54" West, 460.95 feet to its intersection with the proposed easterly street boundary of Otis Street;

thence North 01° 44' 01" West along said street boundary 20.11 feet to the place of beginning, being 14,855.2± square feet or 0.341 acre, more or less.

EXHIBIT B

EXCEPTIONS TO REPRESENTATIONS AND
WARRANTIES OF INDEMNITOR

None

JOB CREATION AND RECAPTURE AGREEMENT

THIS AGREEMENT, dated as of July 1, 2013 is made by **GOODRICH CORPORATION, a UTC Aerospace Company, doing business by and through its Power Transmission Systems business unit**, a New York corporation having an address of , Rome, New York 13442 (the "Company"), for the benefit of **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 584 Phoenix Drive, Rome, New York 13441 (the "Agency").

WITNESSETH:

WHEREAS, Title 1 of Article 18 A of the General Municipal Law of the State of New York (the "Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York (the "State"); and

WHEREAS, the Act authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and sell land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial facilities, including industrial pollution control facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Act further authorizes each such industrial development agency to lease any or all of its facilities at such rentals and on such other terms and conditions as it deems advisable, to issue its bonds for the purpose of carrying out any of its corporate purposes and, as security for the payment of the principal and redemption price of, and interest on, any such bonds so issued and any agreements made in connection therewith, to mortgage any or all of its facilities and to pledge the revenues and receipts from the leasing of its facilities; and

WHEREAS, the Company has requested that the Agency (the "Agency") undertake a project (the "Project") consisting of the following: (A) renovate a 110,000± square foot manufacturing facility (the "Improvements") located on a 10.375± acre parcel of land situate at 104 Otis Street, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land"), including the creation of 14,000± square feet of green space, and acquire and install equipment in the Improvements (the "Equipment"), all to be used for the purpose of designing and manufacturing power transmission products for the aerospace and industrial markets (the Land, the Improvements and the Equipment are referred to collectively as the "Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing, including potential exemptions from sales taxes and abatement of real estate taxes (collectively, the "Financial Assistance"); and (C) the lease of the Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, New York Becknell Investors Two LLC (the "Landlord") is the fee owner of the Land and Improvements, and leases the Land and the Improvements to the Company under a Lease Agreement dated April 20, 2001, as amended (the "Lease Agreement") between Landlord and the Company; and

WHEREAS, in order to provide such Financial Assistance to the Company under the Act, the Agency requires, among other things, that the Company and the Agency enter into certain lease/leaseback transactions and other associated agreements, including that certain Payment-in-Lieu-of-Tax Agreement among the Agency, the Landlord and the Company dated of even date herewith (the "PILOT Agreement") (collectively, the "Transaction Documents"), and

WHEREAS, the Agency has appointed the Company and its agents and designees as its agent for the purposes of constructing, renovating and equipping the Facility; and

WHEREAS, pursuant to a Company Lease dated of even date herewith between the Company as Lessor and the Agency as Lessee (the "Company Lease"), the Company has agreed to lease the Facility to the Agency for a period of eleven (11) years commencing July 1, 2013 and ending June 30, 2024 (the "Lease Term"); and

WHEREAS, pursuant to the leaseback agreement dated of even date herewith (the "Leaseback Agreement"), the Agency is leasing the Facility back to the Company for the Lease Term; and

WHEREAS, the Agency wishes to condition the Financial Assistance upon the Company creating or causing to be created certain employment at the Facility.

NOW THEREFORE, for good and valuable consideration and in consideration of the Company entering into the Lease and Leaseback Agreement, the Company hereby covenants and agrees as follows:

1. Definitions.

"Agency"	shall mean the Oneida County Industrial Development Agency.
"AER"	shall mean the Company's annual report of employment required to be provided to the Agency.
"Benefit"	means the amount the Company saved by making payments in lieu of real property taxes in a particular year. For example, if a Company's PILOT payment is equal to 75% of normal real property taxes, then the Company's Benefit for that year would be an amount equal to 25% of normal real property taxes.
"Company"	shall mean Goodrich Corporation, a UTC Aerospace Company, doing business by and through its Power Transmission Systems business unit, and its successors and/or assigns.

"Cure Period"	shall mean the period ending June 30 th of the year following the Major Shortfall.
"Employment Obligation Term"	shall mean the longer of 1) the period during which the Company is receiving a benefit in the form of lower payment in lieu of taxes than their real estate taxes would be; or, 2) ten (10) years.
"Employment Obligation"	shall mean the creation of five FTEs by the end of the third year of the Lease Term and the retention of 240 FTEs, which is what the Company represented in its Application for Financial Assistance it will retain or cause to be retained at the Facility.
"FTE"	means a full time employee or a long-term independent contractor who has a minimum of thirty (30) scheduled hours per week or any combination of two or more part-time employees or independent contractors that, when combined together, constitute the equivalent of a minimum of thirty (30) scheduled hours per week, and whose workplace location is the Facility. As used herein, the phrase "long-term independent contractor" shall mean an employee of a contractor, joint venture partner or licensee operating under an agreement with the Company for a term of at least six (6) months, performing services for the Company at the Facility.
"Initial Benefit"	means the amount of savings the Company received through the Agency, in the form of exemptions from New York State Sales Tax.
"Major Shortfall"	means any number of FTEs that is less than 50% of the Employment Obligation.
"Per Employee Amount"	means an amount equal to the Benefit for the year after the year of the Shortfall divided by the Employment Obligation.
"Shortfall"	means the difference between the Employment Obligation and the actual number of FTEs per the AER for the applicable year.

2. Representations and Covenants. The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

- (a) It has power to enter into and to execute and deliver this Agreement.
- (b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any corporate restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation

or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

(c) The providing of the Facility by the Agency and the leasing thereof by the Agency to the Company will not result in the removal of a plant facility or another commercial activity of the Company from one area of the State to another area of the State nor result in the abandonment of one or more plants or facilities of the Company located within the State.

(d) The operation of the Facility will conform with all applicable zoning, planning, building and environmental laws and regulations of governmental authorities having jurisdiction over the Facility, and the Company shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection (d).

(e) There is no litigation pending or, to the knowledge of the Company, threatened, in any court, either state or federal, to which the Company is a party, and in which an adverse result would in any way diminish or adversely impact on the ability of the Company to fulfill its obligations under this Agreement.

3. Job Creation and Retention Obligations. The Company's Employment Obligation shall mean that, the Company agrees to create no less than five (5) FTE employees at the Facility before the commencement of the third year of the Lease Term and maintain them for the duration of the Lease Term, and retain 240 full time equivalent jobs for the duration of the Lease Term. After the expiration of the Employment Obligation Term, the Company shall have no further obligation with respect to the Employment Obligation and shall not be liable for any of the payments described below.

4. Events of Default. An Event of Default shall mean either of the following events:

(a) The failure of the Company to satisfy the Employment Obligation as provided in Section 3 above shall constitute a default under this Agreement and shall subject the Company to the applicable remedies of the Agency set forth below. The Company shall be deemed to have failed to satisfy its Employment Obligation if, at such time the Company files its certified annual employment report to the Agency (the "AER"), the total number of FTEs shown on such report for the applicable Lease Year is below the applicable Employment Obligation. The AER shall be filed by the Company to the Agency on or before January 31 of each calendar year during the Employment Obligation Term; provided, however, the Company is not obligated to file its first (1st) AER with the Agency sooner than January 31, 2014.

(b) If the Company shall exercise its option to terminate the Leaseback Agreement as set forth in Section 8.1 of the Leaseback Agreement it shall constitute a default under this Agreement and shall subject the Company to the applicable remedies of the Agency set forth below.

5. Remedies.

(a) Initial Shortfall and Shortfall Payments. If the number of actual FTEs for any calendar year shall be a Shortfall, then the Company shall pay to the Agency an amount equal to (a) the Per Employee Amount multiplied by (b) the Shortfall.

(b) Major Shortfall Payment.

- (1) If the number of actual FTEs for any year shall be a Major Shortfall, then the Company shall pay to the Agency, in addition to the payment referred to in Section 5(a), an amount equal to a percentage (as set forth in the schedule below) of the Initial Benefit.

<u>Major Shortfall Occurs:</u>	<u>Percentage of Initial Benefit</u>
Year 1	100%
Year 2	90%
Year 3	80%
Year 4	70%
Year 5	60%
Year 6	50%
Year 7	45%
Year 8	40%
Year 9	35%
Year 10	30%

- (2) Notwithstanding any of the foregoing, the Company shall not be liable for paying a Major Shortfall Payment unless the number of FTEs remains at less than 80% of the Employment Obligation after the expiration of a Cure Period.
- (3) Notwithstanding any of the foregoing, a Major Shortfall shall not apply where the Shortfall is as a result of a major casualty to or condemnation of the facility. In the event of such major casualty or condemnation, the Company shall have no obligation to pay the Major Shortfall Payment.

6. The Agency retains all rights to impose, delay or waive penalties which shall not be a waiver and shall not prevent the Agency from enforcing that provision or any other provision of this Agreement in the future.

7. **Notices.** All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To the Agency: ONEIDA COUNTY INDUSTRIAL DEVELOPMENT
AGENCY
584 Phoenix Drive
Rome, New York 13441
Attention: David Grow

With a Copy to: BOND, SCHOENECK & KING, PLLC
501 Main Street
Utica, New York 13501
Attention: Linda E. Romano, Esq.

To the Company: Goodrich Corporation

104 Otis Street
Rome, New York 13441
Attention: Chad L. Sheline, General Manager,
Power Transmission Systems

With a Copy to:

UTC AEROSPACE SYSTEMS
One Hamilton Road
Windsor Locks, Connecticut 06096
Attn.: Diana Morales, Associate General Counsel

8. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Agency and the Company and their respective successors and permitted assigns.

9. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. In such event, the parties agree to negotiate to arrive at a mutually agreeable term or provision to substitute for the unenforceable term or provision.

10. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated without the concurring written consent of the parties hereto.

11. Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12. Applicable Law. This Agreement shall be governed exclusively by the applicable laws of the State of New York.

13. Survival of Obligations. This Agreement shall survive the performance of the obligations of the Company to make payments required by Section 2.6 of the Leaseback Agreement and all indemnities shall survive any termination or expiration of the Leaseback Agreement as to matters occurring during the period of the Company's occupancy of the Facility.

14. Section Headings Not Controlling. The headings of the several sections in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provision of this Agreement.

15. Merger of the Agency.

(a) Nothing contained in this Agreement shall prevent the consolidation of the Agency with, or merger of the Agency into, or assignment by the Agency of its rights and interests hereunder to, any other body corporate and politic and public instrumentality of the State of New York or political subdivision thereof which has the legal authority to perform the obligations of the Agency hereunder, provided that upon any such consolidation, merger or assignment, the due and punctual performance and observance of all the agreements and conditions of this Agreement to be kept and performed by the Agency shall be expressly assumed in writing by the public instrumentality or political subdivision resulting from such consolidation or surviving such merger or to which the Agency's rights and interests hereunder shall be assigned.

(b) As of the date of any such consolidation, merger or assignment, the Agency shall give notice thereof in reasonable detail to the Company. The Agency shall promptly furnish to the Company such additional information with respect to any such consolidation, merger or assignment as the Company reasonably may request.

16. No Assignment. This Agreement may not be assigned by the Company except with the written consent of the Agency, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, no consent from the Agency shall be required if an assignment of this Agreement is made by the Company to the Company's parent, any direct or indirect subsidiary or affiliate of the Company, or a successor to the Company by way of merger, consolidation, corporate reorganization, or the purchase of all or substantially all of the Company's assets.

17. Agreement to Pay Attorneys' Fees and Expenses. In the event the Company should default under any of the provisions of this Agreement and the Agency should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, the Company shall, on demand therefor, pay to the Agency the reasonable fees of such attorneys and such other expenses so incurred.

18. No Additional Waiver Implied By One Waiver. In the event any agreement contained herein should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.


19. Inducement Agreement. The Transaction Documents represent the entire agreements of the Agency and the Company and supersede the terms of the Inducement Agreement dated May 17, 2013 between the same parties.

20. Successors and Assigns. The rights and obligations of the Company hereunder shall be binding upon and inure to the benefit of its respective successors and assigns.

[signature page follows]

IN WITNESS WHEREOF, the Company has executed and delivered this Agreement as of the day and year first above written.

GOODRICH CORPORATION, a UTC
Aerospace Company, doing business by
and through its Power Transmission
Systems business unit

By: 
Chad L. Sheline
General Manager, Power Transmission
Systems



STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA, 99 WASHINGTON AVENUE
ALBANY, NY 12231-0001

ANDREW M. CUOMO
GOVERNOR

CESAR A. PERALES
SECRETARY OF STATE

FILING ACKNOWLEDGMENT

August 8, 2013

BOND, SCHOENECK & KING, PLLC
501 MAIN STREET
UTICA NY 13501

Attached is the acknowledgment copy of your recently submitted filing. This filing consists of a total of 4 pages; however, only the first page of the filed document is returned as part of this acknowledgment. This document has been filed with the New York State Department of State, Uniform Commercial Code Division.

The Financing Statement has been assigned Filing Number: 201308050443611, Filing Date: 08/05/2013 and is currently reflected in our automated database as follows:

Debtor's Name & Address

GOODRICH CORPORATION
104 OTIS STREET
ROME NY 13441

Secured Party's Name & Address

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
584 PHOENIX DRIVE
ROME NY 13441

This filing will lapse on 08/05/2018, unless continued. We encourage filers to take full advantage of the six-month window of opportunity in which to file a Financing Statement Amendment (Continuation). Submission of your documents at the onset of the six-month window will allow ample time to rectify potential filing errors and help to assure timely recording of your filing.

If you have any concerns regarding the way this document is recorded, please contact one of our Customer Service Representatives at (518) 474-4763, or respond in writing to the UCC Data Processing Unit at the address indicated above.

Sincerely,

Uniform Commercial Code Division
Data Processing Unit

REF #: 018879

LAURA S. RUBERTO

lruberto@bsk.com

P: 315.738.1223

F: 315.724.2074

August 1, 2013

New York State Department of State
Uniform Commercial Code
One Commerce Plaza
99 Washington Avenue, Suite 600
Albany, NY 12231

Re: *Uniform Commercial Code*

To Whom It May Concern:

In accordance with the Uniform Commercial Code, we are submitting the following documents for filing with the Secretary of State:

Instrument: UCC-1
Debtor: Goodrich Corporation
Secured Party: Oneida County Industrial Development Agency

Also enclosed is our attorney check in the amount of \$40.00 representing payment of the filing fees associated therewith. Thank you.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Laura S. Ruberto
Legal Assistant

LSR/lr
Enclosures

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

018879

2013 AUG -5 AM 9:00

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Bond, Schoeneck & King, PLLC
501 Main Street
Utica NY 13501

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

GOODRICH CORPORATION

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS

104 OTIS STREET

CITY

ROME

STATE

NY

POSTAL CODE

13441

COUNTRY

USA1d. SEE INSTRUCTIONS

Not Applicable

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

CORPORATION

1f. JURISDICTION OF ORGANIZATION

NEW YORK

1g. ORGANIZATIONAL ID #, if any

☒ NONE2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

Not Applicable

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS

CITY

ROME

STATE

NY

POSTAL CODE

13441

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

1. All right, title and interest of Debtor in and to (a) the fixtures constituting part of the premises situate on certain real property situate in the City of Rome, Oneida County, New York, such real property being more particularly described on Exhibit A attached hereto (the "Premises") and (b) any machinery, equipment and other tangible personal property acquired and installed as part of, or otherwise used in connection with, the industrial development agency project located at the Premises, except all production machinery and equipment, whether now owned or hereafter acquired.

2. All right, title and interest of Debtor in and to a Leaseback Agreement, dated as of July 1, 2013 between Debtor and Secured Party including all lease rentals, revenues and receipts payable or receivable thereunder.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

NEW YORK STATE

FILING OFFICE COPY — UCC FINANCING

FILING NUMBER: 201308050443611

"Exhibit A"

All that Tract, Piece or Parcel of land situate in the City of Rome, County of Oneida and State of New York; as shown on the Map entitled "Property Map Showing Lands to be conveyed to Oneida County Industrial Development Agency"; Prepared by Michael P. Waters, P.L.S. No. 50027, and dated April 17, 2001. Said Parcel and being more particularly described as follows:

Beginning at a point on the proposed easterly street boundary of Otis Street at its intersection with the northerly side of Brooks Road;

Thence through the lands of The United States of America the following five (5) courses and distances;

1. North 80° 24' 48" East, 419.61 feet to a point;
2. North 88° 15' 59" East, 324.33 feet to a point;
3. South 01° 44' 01" East, 629.28 feet to a point;
4. South 88° 26' 06" West, 740.00 feet to the aforementioned proposed easterly street boundary of Otis Street.
5. North 01° 44' 01" West, along said proposed street boundary 569.77 feet to the place of beginning, being 452,944.1± square feet or 10.398 acres, more or less

EXCEPTING and reserving an easement for ingress and egress along the proposed service drive;

Beginning at the southwest corner of the above-described parcel to be conveyed;

Thence North 01° 44' 01" West, 15.00 feet along the aforementioned proposed easterly street boundary of Otis Street to a point;

Thence through the above-described parcel the following four (4) courses and distances;

1. North 88° 26' 06" East, 356.30 feet to a point of curvature;
2. Easterly along a curve to the left having a radius of 40.00 feet, a chord length of 36.71 feet and a chord direction of North 61° 07' 22" East to a point of reverse curvature;
3. Easterly along a curve to the right having a radius of 55.00 feet, a chord length of 99.20 feet and a chord direction of South 82° 47' 15" East to a point;
4. North 88° 26' 06" East, 253.32 feet to its intersection with the proposed easterly division line of the above-described parcel;

thence South 01° 44' 01" East, 15.00 feet along said proposed division line to its intersection with the proposed southerly division line of the above-described parcel;

thence South 88° 26' 06" West, along said proposed division line 740.00 feet to the place of beginning, being 14,310.0± square feet or 0.328 acre, more or less.

ALSO excepting and reserving an easement for ingress and egress and utilities over Brooks Road;

Beginning at the northwest corner of the above-described parcel to be conveyed;

Thence along the proposed northerly division line the following two (2) courses and distances;

1. North 80° 24' 48" East, 419.61 feet to a point;
2. North 88° 15' 59" East, 324.33 feet to its intersection with the proposed easterly division line of the above-described parcel to be conveyed;

thence South 01° 44' 01" East along said proposed division line 40.00 feet to a point;

thence through the above-described parcel to be conveyed the following two (2) courses and distances;

1. South 88° 15' 59" West 284.99 feet to a point;
2. South 80° 24' 48" West, 459.32 feet to its intersection with the proposed easterly street boundary of Otis Street;

thence North 01° 44' 01" West along said proposed street boundary 45.43 feet to the place of beginning, being 31,962.5± square feet or 0.733± acre, more or less.

ALSO excepting and reserving an easement for utilities through the parcel to be conveyed;

Beginning at a point on the proposed easterly street boundary of Otis Street; said point being southerly along said street boundary 45.4± feet from its intersection with the proposed northerly division line of the above-mentioned parcel to be conveyed;

Thence through the above-described parcel to be conveyed the following two (2) courses and distances;

1. North 82°13'54" East, 459.49 feet to a point;
2. North 86°01'34" East 283.27 feet to its intersection with the proposed easterly division line of the above-described parcel to be conveyed;

thence South 01°44'01" East along said proposed division line 20.01 feet to a point; thence through the above-described parcel to be conveyed the following two (2) courses and distances;

1. South 86° 01'34" West 281.81 feet to a point;
2. South 82°13'54" West, 460.95 feet to its intersection with the proposed easterly street boundary of Otis Street;

thence North 01° 44' 01" West along said street boundary 20.11 feet to the place of beginning, being 14,855.2± square feet or 0.341 acre, more or less.

2013534767

Clerk: GA

U2013-000258

07/30/2013 01:52:39 PM
UCC FINANCING STATEMENT5 Pages
Sandra J. DePerno, Oneida County Clerk**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Bond, Schoeneck & King, PLLC
501 Main Street
Utica NY 13501

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

GOODRICH CORPORATION

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

104 OTIS STREET

CITY

ROME

STATE

NY

POSTAL CODE

13441

COUNTRY

USA1d. SEE INSTRUCTIONSADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

CORPORATION

1f. JURISDICTION OF ORGANIZATION

NEW YORK

1g. ORGANIZATIONAL ID #, if any

☒ NONE2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONSADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

ROME

STATE

NY

POSTAL CODE

13441

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

1. All right, title and interest of Debtor in and to (a) the fixtures constituting part of the premises situate on certain real property situate in the City of Rome, Oneida County, New York, such real property being more particularly described on Exhibit A attached hereto (the "Premises") and (b) any machinery, equipment and other tangible personal property acquired and installed as part of, or otherwise used in connection with, the industrial development agency project located at the Premises, except all production machinery and equipment, whether now owned or hereafter acquired.

2. All right, title and interest of Debtor in and to a Leaseback Agreement, dated as of July 1, 2013 between Debtor and Secured Party including all lease rentals, revenues and receipts payable or receivable thereunder.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAIOLR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]. 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional]. All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

ONEIDA COUNTY

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

GOODRICH CORPORATION

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. SEE INSTRUCTIONS

Not Applicable

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

SEE EXHIBIT A ATTACHED HERETO

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

"Exhibit A"

All that Tract, Piece or Parcel of land situate in the City of Rome, County of Oneida and State of New York; as shown on the Map entitled "Property Map Showing Lands to be conveyed to Oneida County Industrial Development Agency"; Prepared by Michael P. Waters, P.L.S. No. 50027, and dated April 17, 2001. Said Parcel and being more particularly described as follows:

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Thence through the lands of The United States of America the following five (5) courses and distances;

1. North 80° 24' 48" East, 419.61 feet to a point;
2. North 88° 15' 59" East, 324.33 feet to a point;
3. South 01° 44' 01" East, 629.28 feet to a point;
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EXCEPTING and reserving an easement for ingress and egress along the proposed service drive;

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3. Easterly along a curve to the right having a radius of 55.00 feet, a chord length of 99.20 feet and a chord direction of South 82° 47' 15" East to a point;
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ALSO excepting and reserving an easement for utilities through the parcel to be conveyed;

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thence North 01° 44' 01" West along said street boundary 20.11 feet to the place of beginning, being 14,855.2± square feet or 0.341 acre, more or less.

**Inducement Resolution
Goodrich Corporation, a UTC Aerospace Systems Company, doing
business by and through its Power Transmission Systems business unit
Facility**

RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TOWARD APPOINTING GOODRICH CORPORATION, A UTC AEROSPACE SYSTEMS COMPANY, DOING BUSINESS BY AND THROUGH ITS POWER TRANSMISSION SYSTEMS BUSINESS UNIT, THE PRINCIPALS OF GOODRICH CORPORATION, A UTC AEROSPACE SYSTEMS COMPANY, DOING BUSINESS BY AND THROUGH ITS POWER TRANSMISSION SYSTEMS BUSINESS UNIT AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AS AGENT OF THE AGENCY IN CONNECTION WITH A LEASE-LEASEBACK TRANSACTION, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT AND MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE PROJECT.

WHEREAS, Goodrich Corporation, a UTC Aerospace Systems Company, doing business by and through its Power Transmission Systems business unit, on behalf of itself and/or the principals of Goodrich Corporation, a UTC Aerospace Systems Company, doing business by and through its Power Transmission Systems business unit 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 transaction in which the Agency will assist in the renovation of a 110,000± square foot manufacturing facility (the "Improvements") located on a 10.375± acre parcel of land at 104 Otis Street, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment"), including the creation of 14,000± square feet of green space, all to be used for the purpose of designing and manufacturing power transmission products for the aerospace and industrial markets (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the renovation and equipping of the Facility is referred to as the "Project"); and

WHEREAS, the Facility is owned by Becknell LLC (the "Owner"), and the Owner leases the Facility to the Company pursuant to a lease agreement. The Company will lease the Facility to the Agency, pursuant to Article 18-A of the General Municipal Law of the State of New York and Chapter 372 of the Laws of 1970 of the State of New York, as may be amended from time

to time (collectively, the "Act") and the Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement (the "Leaseback Agreement"); and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company in the form of abatement of real property taxes on the Facility and exemption from sales and use taxes on materials and/or equipment used or incorporated in the Facility, which benefits represent a deviation from the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein; and

WHEREAS, prior to the closing of a lease-leaseback transaction, and the granting of any tax benefits, a public hearing (the "Hearing") will be held so that all persons with views in favor of or opposed to either the financial assistance contemplated by the Agency, or the location or nature of the Facility, can be heard; and

WHEREAS, notice of the Hearing will be given prior to the closing of a lease-leaseback transaction, and the granting of any tax benefits, and such notice (together with proof of publication) will be substantially in the form annexed hereto as Exhibit A; and

WHEREAS, the minutes of the Hearing are or will be annexed hereto as Exhibit B; and

WHEREAS, the Agency has given due consideration to the application of the Company and to representations by the Company that the proposed lease-leaseback transaction, is either an inducement to the Company to maintain and expand the Facility in the County or is necessary to maintain the competitive position of the Company in its industry; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively, the "SEQR Act" or "SEQRA"), the Agency constitutes a "State Agency"; and

WHEREAS, to aid the Agency in determining whether the Facility may have a significant effect upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form and related documents (the "Questionnaire") with respect to the Facility, a copy of which is on file at the office of the Agency; and

WHEREAS, the Questionnaire has been reviewed by the Agency.

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

Section 1.

Based upon the Environmental Assessment Form completed by the Company and reviewed by the Agency and other representations and information furnished by the Company regarding the Facility, the Agency determines that the action relating to the acquisition, renovation and equipping of the Facility is an "unlisted" action, as that term is defined in the SEQRA. The Agency also determines that the action will not have a "significant effect" on the environment, and, therefore, an environmental impact statement will not be prepared. This determination constitutes a negative declaration for purposes of SEQRA. Notice of this determination shall be filed to the extent required by the applicable regulations under SEQRA or as may be deemed advisable by the Chairman of the Agency or counsel to the Agency.

Section 2.

- (a) The acquisition, renovation and equipping of the Facility and the Agency's financial assistance therefor, will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the County and the people of the State of New York and improve their standard of living, and thereby serve the public purposes of the Act and the same is, therefore, approved;
- (b) It is desirable and in the public interest for the Agency to enter into a lease-leaseback transaction, for the purpose of providing financial assistance for the acquisition, renovation and equipping of the Facility, as reflected in the Company's application to the Agency and as amended from time to time prior to the closing of the lease-leaseback transaction.

Section 3.

The form and substance of a proposed inducement agreement (in substantially the form presented to this meeting) by and between the Agency and the Company setting forth the undertakings of the Agency and the Company with respect to the closing of the lease-leaseback transaction, and the development of the Facility (the "Agreement") are hereby approved. The Chairman of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Agreement, with such changes in terms and form as the Chairman shall approve. The execution thereof by the Chairman shall constitute conclusive evidence of such approval.

Section 4.

Subject to the conditions set forth in Section 4.02 of the Agreement, the Agency shall assist the Company in its acquisition, renovation and equipping of the Facility and will provide Financial Assistance with respect thereto.

Section 5.

The Company is herewith and hereby appointed the agent of Agency to acquire, renovate and equip the Facility. The Company is hereby empowered to delegate its status as agent of the Agency to agents,

subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Company may choose in order to renovate and equip the Facility. The terms and conditions for the appointment of the Company as agent of the Agency for the purposes described in this resolution are set forth in the form of the attached letter addressed to the Company, marked as **Exhibit C** to this resolution. The form of such letter is incorporated herein by reference and is approved and adopted by the Agency, and the Chairman or Executive Director of the Agency or any other duly authorized official of the Agency are authorized to execute and deliver such letter to the company. The Agency hereby appoints the agents, subagents, contractors, subcontractors, materialmen, vendors and suppliers of the Company as agents of the Agency solely for purposes of making sales or leases of goods, services, and supplies to the Facility, and any such transaction between any agent, subagent, contractor, subcontractor, materialmen, vendor or supplier, and the Company, as agent of the Agency shall be deemed to be on behalf of the Agency and for the benefit of the Facility. The Company shall indemnify the Agency with respect to any transaction of any kind between and among the agents, subagents, contractors, subcontractors, materialmen, vendors and/or suppliers and the Company, as agent of the Agency.

Section 5. The law firm of Bond, Schoeneck & King, PLLC is appointed Transaction Counsel in connection with the lease-leaseback transaction.

Section 6. Counsel to the Agency and Transaction Counsel are hereby authorized to work with counsel to the Company and others to prepare, for submission to the Agency, all documents necessary to effect the lease-leaseback transaction.

Section 7. The Chairman of the Agency is hereby authorized and directed (i) to distribute copies of this resolution to the Company and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 8. This resolution shall take effect immediately.

[Remainder of page left blank intentionally]

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 foregoing copy of a resolution of the Oneida County Industrial
Development Agency (the "Agency"), with the original thereof on file in the office of the Agency,
and that the same is a true and correct copy of such resolution and of the proceedings of the
Agency in connection with such matter.

Such resolution was passed at a meeting of the Agency duly convened in public session
on May 17, 2013 at eight a.m., local time, at Rome, New York which the following members
were:

Members Present: Ferris Betrus
 Natalie Brown
 Michael Fitzgerald (via teleconference)
 David Grow
 Mary Faith Messenger
 Steven Zogby

Staff Present: Maureen Carney
 Steve DiMeo
 Shawna Papale
 Jennifer Waters

Others Present: Mark Levitt
 Caroline Levitt
 Laura Ruberto

The question of the adoption of the foregoing resolution was duly put to vote on roll call, which
resulted as follows:

Voting Aye

Ferris Betrus
Natalie Brown
Michael Fitzgerald
David Grow
Mary Faith Messenger
Steven Zogby

Voting Nay

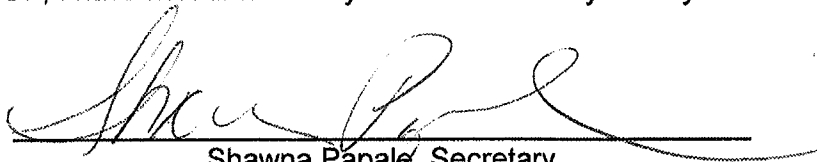
None

and, therefore, the resolution was declared duly adopted.

The Agreement and the Application are in substantially the form presented to and approved at such 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 103a and 104, (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 this 17th day of May 2013.



Shawna Papale, Secretary

State of New York } ss: County of Oneida

**LEGAL NOTICE
NOTICE OF
PUBLIC HEARING**
NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law, will be held by the Oneida County Industrial Development Agency (the "Agency") on the 24th day of June 2013 at 9AM, local time, at the offices of the Oneida County Industrial Development Agency located at 584 Phoenix Drive, Rome, New York 13340 in connection with the following matters:

Goodrich Corporation, a UTC Aerospace Systems Company, doing business by and through its Power Transmission Systems business unit, on behalf of itself or an entity to be formed on behalf of any of the foregoing (collectively, the "Company") has applied to the Agency to enter into a transaction in which the Agency will assist in the renovation of a 110,000± square foot manufacturing facility (the "Improvements") located on a 10.375± acre parcel of land situate at 104 Otis Street, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land"), including the creation of 14,000± square feet of green space, and the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of designing and manufacturing power transmission products for the aerospace and industrial markets (the Land, the Improvements and the Equipment are referred to collectively as the "Facility"). The Facility will be initially operated and/or managed by the Company.

The Facility is owned by Becknell LLC (the "Owner"), and the Owner leases the Facility to the Company pursuant to a lease agreement. The Company will lease the Facility to the Agency and the Agency will lease the Facility back to the Company. At the end of the lease term, the Agency will terminate its leasehold interest in the Facility. The Agency contemplates that it will provide financial assistance to the Company in the form of a lease for a term of approximately ten (10) years, exemptions from sales and use taxes on materials and/or equipment used or incorporated in renovating and equipping the Improvements and abatement of real property taxes for a period of ten (10) years, conditioned upon the Company maintaining certain employment levels at the Facility, which financial assistance represents a deviation from the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

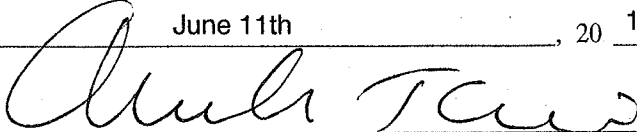
A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility. A copy of the Application for Financial Assistance filed by the Company with the Agency, including an analysis of the costs and benefits of the proposed Project, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York.

ONEIDA COUNTY
INDUSTRIAL
DEVELOPMENT AGENCY
Dated: June 6, 2013
By: /s/ Shawna M. Papale,
Executive Director
6/11-11

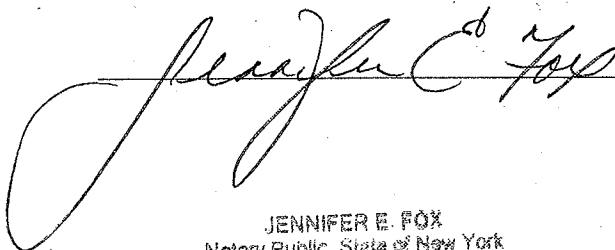
I, Amanda Trainham, being sworn, says she is, and during the time hereinafter mentioned, was Legal Advertising Representative of the DAILY SENTINEL, a newspaper printed and published in the County of Oneida, aforesaid; and that the annexed printed Notice was inserted and published in said Newspaper once/commencing

on the 11th day of June, 20 13

to wit: June 11th, 2013

June 11th, 20 13


Sworn to before me this 11th day of June, 20 13

 Notary Public
JENNIFER E. FOX
Notary Public, State of New York
Oneida County, #01FO6149276
My Commission Expires May 10, 20 14

MINUTES OF PUBLIC HEARING

Oneida County Industrial Development Agency 2013 Real Estate Lease

Goodrich Corporation, a UTC Aerospace Systems Company, doing business by and through its Power Transmission Systems business unit Facility

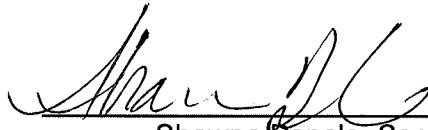
1. David C. Grow, Chairman of the Oneida County Industrial Development Agency (the "Agency"), called the hearing to order.
2. The Chairman then appointed Shawna Papale, Secretary of the Issuer, to record the minutes of the hearing.
3. The Chairman then described the proposed project and related financial assistance as follows:

Goodrich Corporation, a UTC Aerospace Systems Company, doing business by and through its Power Transmission Systems business unit, on behalf of itself or an entity to be formed on behalf of any of the foregoing (collectively, the "Company") has applied to the Agency to enter into a transaction in which the Agency will assist in the renovation of a 110,000± square foot manufacturing facility (the "Improvements") located on a 10.375± acre parcel of land at 104 Otis Street, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment"), including the creation of 14,000± square feet of green space, all to be used for the purpose of designing and manufacturing power transmission products for the aerospace and industrial markets (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the renovation and equipping of the Facility is referred to as the "Project"). The Facility will be initially operated and/or managed by the Company.

The Facility is owned by Becknell LLC (the "Owner"), and the Owner leases the Facility to the Company pursuant to a lease agreement. The Company will lease the Facility to the Agency and the Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement. At the end of the lease term, the Agency will terminate its leasehold interest in the Facility. The Agency contemplates that it will provide financial assistance to the Company in the form of a lease for a term of approximately ten (10) years, exemptions from sales and use taxes on materials and/or equipment used or incorporated in renovating the Improvements and abatement of real property taxes for a period of ten (10) years, conditioned upon the Company maintaining certain employment levels at the Facility, which financial assistance represents a deviation from the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility. A copy of the Application for Financial Assistance filed by the Company with the Agency, including an analysis of the costs and benefits of the proposed Project, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York.

4. The Chairman then opened up the hearing for comments from the floor for or against the proposed financial assistance and the location and nature of the Facility. Attached is a listing of the persons heard and a summary of their views.
5. The Chairman then asked if there were any further comments, and, there being none, the hearing was closed at 9:28 a.m.


Shawna Papale, Secretary

Goodrich Public Hearing

June 24, 2013

Open Public Hearing - 9AM

Present:

Mayor Joe Fusco

City Assessor Joe Surace

Chad Sheline, UTC

Catherine Suttmeier, UTC

Jose Colon, UTC

Shawna Papale, OCIDA

Joe Surace stated he was here with the Mayor of the City of Rome in support of what UTC is doing. The City wants the company to stay and grow.

Joe Surace shared that he was present as the City Assessor. The City Assessor has the job to take from the tax role and add to the tax roll each year. Joe Surace stated how the Goodrich UTC property being discussed under this request for PILOT came back on the roll from Becknell recently. He acknowledged that the City saw an increase in tax payments when the property came back on the role.

Joe Surace noted that there is new equipment going into the building – that might require the company to get a building permit. Pulling a building permit might result in a change of assessment.

Joe Surace shared that the City budget is difficult for the City Treasurer to plan with PILOTs coming off and PILOTs going on. He stated that it is detrimental for the City when properties are on PILOTs and then go off and then come back on. As PILOTs expire and come off the tax roll and then come back on this is a planning challenge but also financially hurts the City.

Joe Surace was one of the first people here when the crafters developed the original MOU. With the original 10 years of PILOTS at Griffiss, his recollection was that companies and people would save money in their coffer to offset the future increase in taxes. According to Joe Surace, basically they would save the money to pay future costs.

Mayor Fusco shared that his thought is that an original 10 year PILOT was to help people to get going. The second ten year request hurts the City. The City needs taxes help fund police, fire department and at some point everyone needs to kick in to have a community that can support businesses.

Mayor Fusco questioned why to give sales tax exemption for ten years. Ms. Papale clarified that the Sales Tax Benefit is not for 10 years just to cover the projects listed in the application; the IDA does not give blanket 10 year sale tax exemptions.

Joe Surace asked if anyone ran a PILOT for five years instead of 10 years for UTC. Ms. Papale said that a five year PILOT was previously considered and turned down by the corporate parent. Surace asked who is the corporate parent that turned down the five year PILOT. Chad Sheline clarified they did not just get bought out. Mr. Sheline said that yes UTC bought them out. He confirmed that UTC would not go for a 5 year PILOT.

Joe Surace stated that the City is made short and so is the School District with this PILOT.

Joe Surace asked what happens to small business owners who do not ask and get PILOTs. He recommended looking at the UTC balance sheet to see if they really need this PILOT. He feels the benefits granted by the IDA for new construction is not eligible to businesses outside of the Base unless a company asks for the PILOT benefits.

Joe Surace clarified that the City was present because they are charged by the school district taxpayers and City taxpayers to protect the tax base. He asked again about the benefit for five years and isn't that enough benefit to grant.

Chad Sheline stated that the issue is that UTC does consider putting operations such as the Rome in low cost areas and countries. To keep the Rome facility low cost it is necessary to facilitate the use of tax abatement and PILOTs. Rome is viewed as a high cost area.

Joe Surace asked if they could define a high cost area.

Chad gave examples in SC & Iowa. However he did stress the need for programs like this request for a PILOT to help put in more equipment and make them more productive.

Joe Surace asked about employment; he noted that the information he had stated UTC has 235 jobs in Rome. Chad Sheline said that yes is correct and that they do have job openings and have the goal to fill those jobs. This project will allow more people to be hired. Currently UTC has open positions. He shared that they have very good positions open – HR, engineers. The goal is to have people trained and have the facility set up with new equipment that will allow dual machine equipment operations.

Joe Surace asked if GUSC can help. Chad said he believes that they are speaking with GUSC too.

Mayor Fusco questioned that \$10 million to move equipment and that this PILOT request is small as to what is the cost to move the operation.

Chad Sheline said moving a company is not viewed as a big issue anymore. He did say there is a concern they can move the company. He personally shared how much he likes the area and he does not want to move. He did state that without new equipment they can't grow and growth is very important to the corporate parent UTC.

Mayor Fusco stressed to Chad without increased revenue the City cannot keep up the community. He acknowledged without growth of the tax base the City will not have roads for people to drive on to come to work. He stressed the need to find the balance. The Mayor stated that everybody needs to kick in their fair share.

Joe Surace asked about UTC having a hiring policy to hire local people. Chad said that they focus on hiring local because local hires are easier to commit to jobs.

Mayor Fusco stated that at some point everyone needs to kick in. He pointed out that the City has no input on PILOTs.

Mayor Fusco asked what is UTC's biggest challenging to hiring – Chad Sheline said that it is hiring engineers. Young engineers just coming out of school want to live in big cities. They have found engineers that are level two (family oriented) are easier to hire.

Joe Surace said no reason in our mind to the percentage.

Chad invited the Mayor to come visit. Mayor says has been there.

Mayor wanted to go on record – he prefers in the future the IDA does extensions only for five years. Ten year is a big pill for people to swallow. Not fair to other companies that are not on PILOTs. From Mayor Fusco, that is the City's suggestion.

Joe Surace it is a tough pill to swallow because there are so many old buildings in Rome. At Griff it is different because there are new buildings.

Joe Surace did ask the company officials, "What can we do for you? Assistance with advertising or help with website?" Chad Sheline responded that we deal with the advertising corporately.

Close Public Hearing 9:28AM

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 foregoing copy of the minutes of a public hearing held by the
Oneida County Industrial Development Agency (the "Issuer") on June 24, 2013 at 9:00 a.m.
local time, at 584 Phoenix Drive, Rome, New York 13441 with the original thereof on file in the
office of the Issuer, and that the same is a true and correct copy of the minutes in connection
with such matter.

I FURTHER CERTIFY that (i) pursuant to Title 1 of Article 18-A of the New York General
Municipal Law, said hearing was open to the general public, and public notice of the time and
place of said hearing was duly given in accordance with such Title 1 of Article 18-A, (ii) the
hearing in all respects was duly held, and (iii) members of the public had an opportunity to be
heard.

IN WITNESS WHEREOF, I have hereunto set my hand as of July 24, 2013.


Secretary

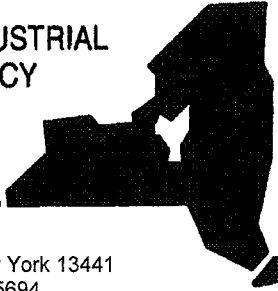
Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/Treasurer
Executive Director

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

OCIDA



584 Phoenix Drive, Rome, New York 13441
(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
Mary Faith Messenger
Eugene Quadraro
Steven Zogby

June 7, 2013

Mr. Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

Re: *Goodrich Corporation, a UTC Aerospace Company Facility*

Dear Sir:

On June 24, 2013 at 9 o'clock a.m., local time, at 584 Phoenix Drive, Rome, New York, the Oneida County Industrial Development Agency (the "Agency") will conduct a public hearing regarding this project for Goodrich Corporation. Attached is a copy of the Notice of Public Hearing describing the project and the financial assistance contemplated by the Agency. The Notice has been submitted to the *Rome Sentinel*, Rome, New York for publication.

You are welcome to attend such hearing at which time you will have an opportunity, both orally and in writing, to present your views with respect to the project. We are providing this notice to you, pursuant to Chapters 356 and 357 of the Laws of 1993, as the chief executive officer of an affected tax jurisdiction within which the project is located.

Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 338-0393.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:


Shawna M. Papale, Executive Director

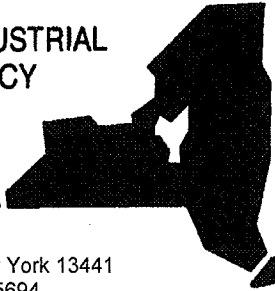
Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/Treasurer
Executive Director

Jennifer Waters
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David C. Grow, Chairman
Natalie Brown, Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Mary Faith Messenger
Eugene Quadraro
Steven Zogby

June 7, 2013

Joseph R Fusco, Jr., Mayor
City of Rome
198 North Washington Street
Rome, New York 13440

Re: Goodrich Corporation, a UTC Aerospace Company Facility

Dear Sir:

On June 24, 2013 at 9 o'clock a.m., local time, at 584 Phoenix Drive, Rome, New York, the Oneida County Industrial Development Agency (the "Agency") will conduct a public hearing regarding this project for Goodrich Corporation. Attached is a copy of the Notice of Public Hearing describing the project and the financial assistance contemplated by the Agency. The Notice has been submitted to the *Rome Sentinel*, Rome, New York for publication.

You are welcome to attend such hearing at which time you will have an opportunity, both orally and in writing, to present your views with respect to the project. We are providing this notice to you, pursuant to Chapters 356 and 357 of the Laws of 1993, as the chief executive officer of an affected tax jurisdiction within which the project is located.

Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 338-0393.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:


Shawna M. Papale, Executive Director

Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/Treasurer
Executive Director

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY



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David C. Grow, Chairman
Natalie Brown, Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Mary Faith Messenger
Eugene Quadraro
Steven Zogby

June 7, 2013

Patricia S. Riedel, President
Board of Education
Rome City School District
409 Bell Road
Rome, New York 13440

Re: *Goodrich Corporation, a UTC Aerospace Company Facility*

Dear Madam:

On June 24, 2013 at 9 o'clock a.m., local time, at 584 Phoenix Drive, Rome, New York, the Oneida County Industrial Development Agency (the "Agency") will conduct a public hearing regarding this project for Goodrich Corporation. Attached is a copy of the Notice of Public Hearing describing the project and the financial assistance contemplated by the Agency. The Notice has been submitted to the *Rome Sentinel*, Rome, New York for publication.

You are welcome to attend such hearing at which time you will have an opportunity, both orally and in writing, to present your views with respect to the project. We are providing this notice to you, pursuant to Chapters 356 and 357 of the Laws of 1993, as the chief executive officer of an affected tax jurisdiction within which the project is located.

Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 338-0393.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:


Shawna M. Papale, Executive Director

c: Patricia Riedel, 1210 Cedarbrook Drive, Rome NY 13440
Jeffrey Simons, Superintendent of Schools

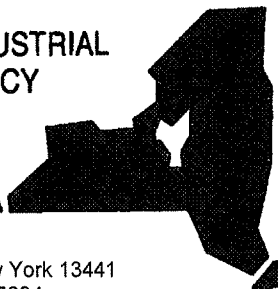
Anthony J. Picente Jr.
County Executive

Shawna M. Papale
Executive Director
Secretary/Treasurer

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

OCIDA



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David C. Grow
Chairman

Natalie Brown
Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Mary Faith Messenger
Eugene Quadraro
Stephen Zogby

June 7, 2013

Mikale Billard, Clerk
Oneida County Board of Legislators
800 Park Avenue
Utica NY 13501

Re: *Goodrich Corporation, a UTC Aerospace Company*

Dear Mr. Billard:

On June 24, 2013 at 9 o'clock a.m., local time, at 584 Phoenix Drive, Rome, New York, the Oneida County Industrial Development Agency (the "Agency") will conduct a public hearing regarding this project for Goodrich Corporation. Attached is a copy of the Notice of Public Hearing describing the project and the financial assistance contemplated by the Agency. The Notice has been submitted to the *Rome Sentinel*, Rome, New York for publication.

We are providing this notice to you as Clerk of the Oneida County Board of Legislators as a courtesy, so that you may distribute a copy to any Board members who represent an affected tax jurisdiction within which the project is located.

Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 338-0393.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:


Shawna Papale, Secretary

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law, will be held by the Oneida County Industrial Development Agency (the "Agency") on the 24th day of June 2013 at 9AM, local time, at the offices of the Oneida County Industrial Development Agency located at 584 Phoenix Drive, Rome, New York 13340 in connection with the following matters:

Goodrich Corporation, a UTC Aerospace Systems Company, doing business by and through its Power Transmission Systems business unit, on behalf of itself or an entity to be formed on behalf of any of the foregoing (collectively, the "Company") has applied to the Agency to enter into a transaction in which the Agency will assist in the renovation of a 110,000± square foot manufacturing facility (the "Improvements") located on a 10.375± acre parcel of land situate at 104 Otis Street, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land"), including the creation of 14,000± square feet of green space, and the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of designing and manufacturing power transmission products for the aerospace and industrial markets (the Land, the Improvements and the Equipment are referred to collectively as the "Facility"). The Facility will be initially operated and/or managed by the Company.

The Facility is owned by Becknell LLC (the "Owner"), and the Owner leases the Facility to the Company pursuant to a lease agreement. The Company will lease the Facility to the Agency and the Agency will lease the Facility back to the Company. At the end of the lease term, the Agency will terminate its leasehold interest in the Facility. The Agency contemplates that it will provide financial assistance to the Company in the form of a lease for a term of approximately ten (10) years, exemptions from sales and use taxes on materials and/or equipment used or incorporated in renovating and equipping the Improvements and abatement of real property taxes for a period of ten (10) years, conditioned upon the Company maintaining certain employment levels at the Facility, which financial assistance represents a deviation from the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility. A copy of the Application for Financial Assistance filed by the Company with the Agency, including an analysis of the costs and benefits of the proposed Project, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Dated: June 6, 2013

By: /s/ Shawna M. Papale, Executive Director

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT RELATING TO THE **GOODRICH CORPORATION FACILITY** (the "AGREEMENT") is between the Oneida County Industrial Development Agency (the "Agency"), and Goodrich Corporation, a UTC Aerospace Systems Company, doing business by and through its Power Transmission Systems business unit on behalf of itself and/or the principals of Goodrich Corporation, a UTC Aerospace Systems Company, doing business by and through its Power Transmission Systems business unit and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company").

Article 1. Preliminary Statement. Among the matters of mutual inducement which have resulted in the execution of this AGREEMENT are the following:

1.01. The Agency is authorized and empowered by the provisions 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, as may be amended from time to time (collectively, the "Act") to undertake "Projects" (as defined in the Act) and to lease or sell the same upon such terms and conditions as the Agency may deem advisable.

1.02. The purposes of the Act are (i) to promote industry and develop trade by inducing manufacturing, industrial, warehousing, research, civic, recreation and commercial enterprises to locate or remain in the State and (ii) to encourage and assist in the providing of industrial pollution control facilities and (iii) to promote the economic welfare and prosperity of the inhabitants of the State. The Act vests the Agency with all powers necessary to enable it to accomplish such purposes.

1.03. The Company has requested that the Agency assist in the renovation of a 110,000± square foot manufacturing facility (the "Improvements") located on a 10.375± acre parcel of land at 104 Otis Street, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment"), including the creation of 14,000± square feet of green space, all to be used for the purpose of designing and manufacturing power transmission products for the aerospace and industrial markets (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the renovation and equipping of the Facility is referred to as the "Project"). The Facility is owned by Becknell LLC (the "Owner"), and the Owner leases the Facility to the Company pursuant to a lease agreement. The Company will lease the Facility to the Agency and the Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement (the "Leaseback Agreement").

1.04. The Company hereby represents to the Agency that the Project (a) will not result in the removal of an industrial or manufacturing plant from one area of the State to another area of the State or an abandonment of one or more plants of the Company located in the State; (b) is reasonably necessary to discourage the Company from removing such other plant or facility to a location outside the State, or (c) is reasonably

necessary to preserve the competitive position of the Company in its industry. The renovation and equipping of the Facility has not/did not commence(d) as of May 17, 2013.

1.05. The Agency has determined that the renovation and equipping of the Facility, as described in the Company's application to the Agency dated May 10, 2013, which Application may be amended from time to time prior to closing of the lease-leaseback transaction (the "Application"), will promote and further the purposes of the Act.

1.06. On May 17, 2013, the Agency adopted a resolution (the "Resolution" or the "Inducement Resolution") agreeing to undertake the Project in order to assist the Company and to effectuate the purposes of the Act and, subject to the happening of all acts, conditions and things required precedent to such undertaking and the satisfactory completion of such additional acts and reviews as the Agency may deem appropriate, to undertake a lease-leaseback transaction in connection with the Project.

1.07. In the Resolution, the Agency appointed the Company and its agents and other designees, as its agent for the purposes of renovating and equipping the Facility, and such appointment includes the following activities as they relate to the renovation and equipping of the Facility, whether or not the materials, services 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 renovating and equipping the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with renovating and equipping the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs with respect thereto), installed or placed in, upon or under the Facility, including all repairs and replacements of such property. Such agency appointment includes the power to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency, and in general to do all things which may be requisite or proper for completing the Facility, all with the same powers and with the same validity as the Agency could do if acting on its own behalf.

Article 2. Undertakings on the Part of the Agency. Based upon the statements, representations and undertakings of the Company regarding the Facility and subject to the conditions set forth herein, the Agency hereby confirms and acknowledges:

2.01. Upon satisfactory completion of the conditions precedent set forth herein and in the Resolution and the satisfactory completion of such additional acts and reviews as the Agency may deem appropriate, the Agency will (A) adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for (i) a lease-leaseback transaction, (ii) the renovation and equipping of the Facility, (iii) the granting of financial assistance that represents a

deviation from the Agency's Uniform Tax Exemption Policy and (iv) the leasing of the Facility to the Company pursuant to the Leaseback Agreement, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company and (B) shall enter into a lease-leaseback transaction pursuant to the terms of the Act, as then in force, for the purpose of financing certain costs of the Facility.

2.02. The Leaseback Agreement shall be for approximately a ten year term and shall obligate the Company to make aggregate basic payments in the amount of \$500.00 as and when the same shall become due and payable. The Company shall be entitled to terminate the Agency's leasehold interest in the Facility for an aggregate amount of \$500.00, plus such additional amounts as shall be prescribed in the Leaseback Agreement. Specifically, the Leaseback Agreement shall contain a provision that will allow the Company to terminate the Leaseback Agreement at any time upon written notice to the Agency and upon payment by the Company of all applicable fees, penalties and reimbursement of benefits. The Leaseback Agreement shall contain all provisions required by law and such other provisions as shall be mutually acceptable to the Agency and the Company.

2.03. That all services, costs and expenses of whatever nature incurred in connection with the renovation, equipping, installation, replacement, rebuilding, restoration, repair, maintenance and operation of the Facility have been and will continue to be undertaken by the Company as agent for the Agency, regardless of whether such services, costs and expenses were undertaken and/or paid in its own name or in the name of the Agency, and the Agency shall furnish to the Company an appropriate letter on Agency letterhead evidencing the authority of the Company to act as agent of the Agency.

2.04. That, in connection with any lease by the Agency to the Company that is, in turn, subleased or leased by the Company, it is the intent of all parties to the transactions that any sublease or lease is undertaken by the Company as agent for the Agency.

2.05. That, at the request of the Company, and subject to the agreement between the Agency and the Company, any future transfers of any portion of real property upon which the Facility is located and not owned by the Agency, are hereby authorized, such transfers to be from the Company to the Agency, and there shall be no need for any further official action on behalf of the Agency other than the execution of the appropriate documents evidencing such transfer.

2.06. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

Article 3. Undertakings on the Part of the Company. Based upon the statements, representations and undertakings of the Agency herein and in the

Resolution and subject to the conditions set forth herein and in the Resolution, the Company agrees as follows:

3.01. The Company hereby accepts the appointment made by the Agency in the Resolution to be the true and lawful agent of the Agency to (i) renovate, equip, repair and maintain the Facility and (ii) make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent of the Agency, and in general to do all things which may be requisite or proper for completing the Facility, all with the same powers and the same validity as the Agency could do if acting on its own behalf, including the authority to delegate such Agency appointment, as described in the Resolution.

3.02. In the Application, the Company projected that it will retain no less than 235 jobs for the duration of the Lease Term and create no less than 5 jobs by the commencement of year three of the Lease Term and maintain them for the balance of the Lease Term as a result of undertaking the Facility (the "Employment Obligation"). The Company acknowledges that the financial assistance granted by the Agency in connection with the Facility is conditioned upon achieving the Employment Obligation.

3.03. The Company will, to the extent deemed by it to be necessary or desirable, enter into a contract or contracts for the renovation and equipping of the Facility (including any necessary contracts for the acquisition of real property necessary or useful in said Facility).

3.04. Contemporaneously with the closing of the lease-leaseback transaction the Company will enter into the Leaseback Agreement with the Agency containing, among other things, the terms and conditions described in Section 2.02 hereof.

3.05. (a) The Company shall not permit to stand, and will, at its own expense, take all steps reasonably necessary to remove (or bond the same if acceptable to the Agency and its counsel), any mechanics' or other liens against the Facility for labor or materials furnished in connection with the renovation and equipping of the Facility. The Company shall forever defend, indemnify and hold the Agency, its members, officers, employees, and agents, and anyone for whose acts or omissions the Agency or any of them may be liable, harmless from and against all costs, losses, expenses, claims, damages and liabilities of whatever kind or nature arising, directly or indirectly, out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the renovation and equipping of the Facility or arising out of any contract or other arrangement therefor (and including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing), whether such claims or liabilities arise as a result of the Company acting as agent for the Agency pursuant to this AGREEMENT or otherwise.

(b) The Company shall forever defend, indemnify and hold harmless the Agency, its members, officers, employees and agents, and anyone for whose acts or

omissions the Agency or any of them may be liable, from and against all claims, causes of action, liabilities and expenses (including without limitation attorneys' fees) howsoever arising for loss or damage to property or any injury to or death of any person (including, without limitation, death of or injury to any employee of the Company or any sublessee) that may occur subsequent to the date hereof by any cause whatsoever in relation to the Facility including the failure to comply with the provisions of Article 3.05 hereof, or arising, directly or indirectly, out of the ownership, renovation, equipping, acquisition, operation, maintenance, repair or financing of the Facility, and including, without limitation, any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

(c) The defense and indemnities provided for in this Article 3 shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by law. Without limiting the generality of the foregoing, the foregoing indemnifications shall apply to and encompass any action (or alleged failure to act) of the Agency pursuant to the SEQR Act.

(d) The Company shall provide and carry workers' compensation and disability insurance as required by law and comprehensive liability insurance with such coverages (including, without limitation, owner's protective for the benefit of the Agency and contractual coverage covering the indemnities herein provided for), with such limits and with such companies as may be approved by the Agency. Upon the request of the Agency, the Company shall provide certificates of insurance in form satisfactory to the Agency evidencing such insurance.

3.06. With the exception of the authorizations required to be adopted by the Agency for the Agency to enter into the lease-leaseback transaction, the Company agrees that, as agent for the Agency or otherwise, it will comply with all the requirements of all federal, state and local laws, rules and regulations of whatever kind and howsoever denominated applicable to the Agency and/or the Company with respect to the Facility, the renovation and equipping thereof, the operation and maintenance of the Facility and the financing thereof. Every provision required by law to be inserted herein shall be deemed to be set forth herein as if set forth in full; and upon the request of either party, this AGREEMENT shall be amended to specifically set forth any such provision or provisions.

3.07. The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3.08. If it should be determined that any State or local sales or compensatory use taxes or similar taxes however denominated are payable with respect to the acquisition, purchase or rental of machinery or equipment, materials or supplies in connection with the Project, or are in any manner otherwise payable directly or indirectly in connection with the Project, the Company shall pay the same and defend and indemnify the Agency from and against any liability, expenses and penalties arising out of, directly or indirectly, the imposition of any such taxes.

3.09. The Company shall file with the New York State Department of Taxation and Finance an annual statement of the value of all sales and use tax exemptions claimed in connection with the Facility, in compliance with Section 874(8) of the New York State General Municipal Law. The Company shall provide the Agency with a copy of such annual statement at the time of filing with the State Department of Taxation and Finance.

3.10. If the Facility is leased to another party by the Agency and subleased to the Company, then in such event, the Company guarantees all of the covenants, undertakings and indemnities of such other party as set forth in this Article 3.

Article 4. General Provisions.

4.01. This AGREEMENT shall take effect on the date of execution hereof by the Agency and the Company and shall remain in effect until the Leaseback Agreement becomes effective. It is the intent of the Agency and the Company that this AGREEMENT be superseded in its entirety by the Leaseback Agreement, except for the indemnities and guarantee of indemnities contained herein, which shall survive.

4.02. It is understood and agreed by the Agency and the Company that entering into the lease-leaseback transaction and the execution of the Leaseback Agreement and related documents are subject to (i) obtaining all necessary governmental approvals, (ii) approval of the members of the Company, (iii) approval of the members of the Agency, (iv) satisfactory completion of the environmental review of the Facility by the Agency in compliance with the State Environmental Quality Review Act, (v) agreement by the Agency and the Company upon mutually acceptable terms and conditions for the Leaseback Agreement and other documentation usual and customary to transactions of this nature, (vi) the condition that there are no changes in New York State Law which prohibit or limit the Agency from fulfilling its obligation and commitment as herein set forth to enter into the lease-leaseback transaction and (vii) payment by the Company of the Agency's transaction fee and the fees and disbursements of agency counsel or transaction counsel. The Agency's transaction fee is calculated based upon the size of the project; based upon the projections in the Company's Application, the transaction fee for this project is estimated at \$47,145.00, which will be payable in full at closing.

4.03. The Company agrees that it will reimburse the Agency for all reasonable and necessary direct out-of-pocket expenses that the Agency may incur as a consequence of executing this AGREEMENT or performing its obligations hereunder. Examples of such expenses include, but are not limited to, photocopies, phone and fax charges, postage and other shipping charges incurred in connection with closing the lease-leaseback transaction or complying with any requests after closing relating to the lease-leaseback transaction, including but not limited to requests under the Freedom of Information Act, requests relating to the Project.

4.04. If for any reason the lease-leaseback transaction does not close on or before twelve (12) months from the execution hereof, the provisions of this AGREEMENT (other than the provisions of Articles 3.05, 3.06, 3.07 and 3.08 above, which shall survive) shall, unless extended by agreement of the Agency and the Company (whether before or after such original expiration date), terminate and be of no further force or effect, and following such termination neither party shall have any rights against the other party except:

(a) The Company shall pay the Agency for all expenses which were authorized by the Company and incurred by the Agency in connection with the renovation and equipping of the Facility;


(b) The Company shall assume and be responsible for any contracts for renovation or purchase of equipment entered into by the Agency at the request of or as agent for the Company in connection with the Project; and

(c) The Company will pay the out-of-pocket expenses of members of the Agency, counsel for the Agency and Transaction Counsel incurred in connection with the Project and will pay the reasonable fees of counsel for the Agency and Transaction Counsel for legal services relating to the Project or the proposed financing thereof.


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IN WITNESS WHEREOF, the parties hereto have entered into this AGREEMENT as of the 17th day of May 2013.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
David C. Grow
Chairman

GOODRICH CORPORATION, A UTC
AEROSPACE SYSTEMS COMPANY,
DOING BUSINESS BY AND THROUGH
ITS POWER TRANSMISSION SYSTEMS
BUSINESS UNIT

By: 
Name: Joe E. Egan
Title: Controller

**Final Authorizing Resolution
Goodrich Corporation Facility**

Transcript Document No. 10

Date: June 28, 2013

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York 13441 on the 28th day of June 2013, the following members of the Agency were:

Members Present: Natalie Brown
Michael Fitzgerald
David Grow
Mary Faith Messenger
Eugene Quadraro
Steve Zogby

Staff Present: Maureen Carney
Shawna Papale
Jennifer Waters

Others Present: Mayor Joseph Fusco
Camille Kahler, Esq.
Caroline Levitt, Esq.
Mark Levitt, Esq.
A. McLeach
Christopher Militello, Esq.
Patricia Riedel
Linda Romano, Esq.
Laura Ruberto
Jef Saunders, Esq.
D. Szwach
Jeffrey Simons
Brad Taylor

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 Goodrich Corporation.

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

Voting Aye

Natalie Brown
Michael Fitzgerald
David Grow
Mary Faith Messenger
Eugene Quadraro
Steve Zogby

Voting Nay

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE COMPANY LEASE,
THE LEASEBACK AGREEMENT, THE PAYMENT-IN-LIEU-OF-TAX AGREEMENT
AND RELATED DOCUMENTS WITH RESPECT TO THE GOODRICH CORPORATION
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, Goodrich Corporation, a UTC Aerospace Company, doing business by and through its Power Transmission Systems business unit (the "Company") has requested that the Agency provide certain financial assistance, consisting of exemptions from real property taxes and sales taxes (the "Financial Assistance"), for a project (the "Project") consisting of the acquisition of a 2.70± acre parcel of vacant land situated at [no assigned number] Harbor Way, City of Rome, Oneida County, New York (the "Land"); construct on the Land a 21,600± square foot warehouse building (the "Improvements"); and the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of warehousing metallic tubes for future use in the manufacturing of heat exchange devices (the Land, the Improvements and the Equipment referred to collectively as the "Facility"); and

WHEREAS, the Agency will acquire a leasehold interest in the Facility pursuant to a Lease Agreement from the Company to the Agency (the "Lease Agreement") and lease the Facility back to the Company pursuant to a Leaseback Agreement from the Agency to the Company (the "Leaseback Agreement"); and

WHEREAS, the Agency by resolution duly adopted on September 27, 2012 (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 Leaseback 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 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 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 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 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) The SEQRA findings adopted by the Agency on September 27, 2012 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) It is desirable and in the public interest for the Agency to undertake the Project; and

(h) The Lease Agreement is an effective instrument whereby the Company grants the Agency a leasehold interest in the Facility; and

(i) The Leaseback Agreement is an effective instrument whereby the Agency leases the Facility back to the Company; and

(j) The Payment-in-Lieu-of-Tax Agreement (the "PILOT Agreement") 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

(k) The Environmental Compliance and Indemnification Agreement (the "Environmental Compliance and Indemnification Agreement") by the Company for the benefit of the Agency 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

(l) The Jobs Creation and Recapture Agreement (the "Jobs Creation Agreement") by the Company for the benefit of the Agency will be an effective instrument whereby the Company agrees that the Financial Assistance is conditioned upon maintaining certain employment levels as a result of the Project.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) acquire a leasehold interest in the Facility pursuant to the Lease Agreement, (ii) execute, deliver and perform the Lease Agreement, (iii) lease the Facility back to the Company pursuant to the Leaseback Agreement, (iv) execute, deliver and perform the Leaseback Agreement, (v) execute, deliver and perform the PILOT Agreement, and (vi) provide the Financial Assistance to the Company in support of the Project.

Section 3. The Agency is hereby authorized to accept a leasehold interest in the real property described in Exhibit A to the Lease Agreement and 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 Lease Agreement, the Leaseback Agreement, the Environmental Compliance and Indemnification Agreement, the Jobs Creation 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 Agreement, the Leaseback Agreement and the PILOT Agreement, 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.

(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 Leaseback 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 28th day of June 2013 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 Agreement, the Leaseback Agreement, the Environmental Compliance and Indemnification Agreement and the PILOT Agreement 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 26th day of July 2013.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 

Shawna M. Papale, Secretary

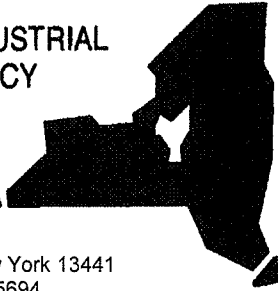
Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/Treasurer
Executive Director

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

OCIDA



584 Phoenix Drive, Rome, New York 13441
(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
Mary Faith Messenger
Eugene Quadraro
Steven Zogby

June 14, 2013

Mr. Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

Re: Goodrich Corporation, a UTC Aerospace Systems Company

Dear Sir:

On June 28, 2013 at 8:00 a.m. local time at 584 Phoenix Drive, Rome, New York 13441, the Oneida County Industrial Development Agency (the "Agency") will meet to consider a final authorizing resolution regarding the above-referenced project for the use of Goodrich Corporation, a UTC Aerospace Systems Company, doing business by and through its Power Transmission Systems business unit (the "Company").

The financial assistance contemplated by the Agency constitutes a deviation from its Uniform Tax Exemption Policy (the "Policy") in the following respects:

- The Company will pay 66% of taxes during years 1 – 5, 70% of taxes in year 6, 76% of taxes in year 7, 82% of taxes in year 8, 88% of taxes in year 9, 94% of taxes in year 10 and 100% of taxes after year 10. All PILOT Payments will be calculated using the assessed value of the Facility on the date of closing.

The Company will also receive exemptions from sales tax on materials purchased in connection with the renovation and equipping of the Facility, consistent with the Agency's Policy.

The Agency is deviating from its policy for the following reasons:

1. The nature of the proposed project -- *The project is an existing manufacturing facility which was recently acquired by a global corporation, UTC.*
2. The extent to which a project will create or retain permanent, private sector jobs -- *The Facility currently has 235 employees. With locations throughout the world, UTC has ample opportunity to move the site elsewhere.*

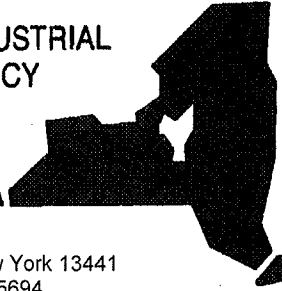
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ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

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Natalie Brown, Vice Chairman

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Steven Zogby

3. The estimated value of tax exemptions to be provided -- *The Facility was recently returned to the tax rolls after a 10-year standard industrial PILOT, and was paying 2/3 of taxes the last 5 years of the PILOT. Continuance of the benefit will allow the company to keep its pricing competitive.*
4. The amount of private sector investment generated or likely to be generated by the proposed project -- *UTC has plans to invest \$9,429,000 into renovations to the Facility. The granting of financial assistance by the IDA will hopefully encourage UTC to continue to invest into this site in the future.*


You are welcome to attend such meeting at which time you will have an opportunity, both orally and in writing, to present your views with respect to the project. We are providing this notice to you, pursuant to Chapters 356 and 357 of the Laws of 1993, as the chief executive officer of an affected tax jurisdiction within which the project is located.

Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 338-0393.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:


Shawna M. Papale, Executive Director

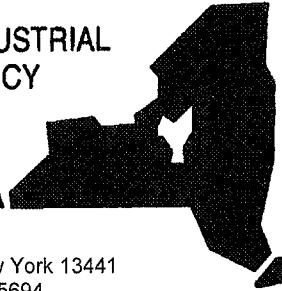
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Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

OCIDA



584 Phoenix Drive, Rome, New York 13441
(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
Mary Faith Messenger
Eugene Quadraro
Steven Zogby

June 14, 2013

Joseph R. Fusco, Jr., Mayor
City of Rome
198 North Washington Street
Rome, New York 13440

Re: Goodrich Corporation, a UTC Aerospace Systems Company

Dear Sir:

On June 28, 2013 at 8:00 a.m. local time at 584 Phoenix Drive, Rome, New York 13441, the Oneida County Industrial Development Agency (the "Agency") will meet to consider a final authorizing resolution regarding the above-referenced project for the use of Goodrich Corporation, a UTC Aerospace Systems Company, doing business by and through its Power Transmission Systems business unit (the "Company").

The financial assistance contemplated by the Agency constitutes a deviation from its Uniform Tax Exemption Policy (the "Policy") in the following respects:

- The Company will pay 66% of taxes during years 1 – 5, 70% of taxes in year 6, 76% of taxes in year 7, 82% of taxes in year 8, 88% of taxes in year 9, 94% of taxes in year 10 and 100% of taxes after year 10. All PILOT Payments will be calculated using the assessed value of the Facility on the date of closing.

The Company will also receive exemptions from sales tax on materials purchased in connection with the renovation and equipping of the Facility, consistent with the Agency's Policy.

The Agency is deviating from its policy for the following reasons:

1. The nature of the proposed project -- *The project is an existing manufacturing facility which was recently acquired by a global corporation, UTC.*
2. The extent to which a project will create or retain permanent, private sector jobs -- *The Facility currently has 235 employees. With locations throughout the world, UTC has ample opportunity to move the site elsewhere.*

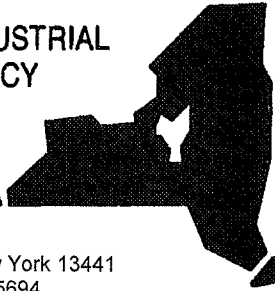
Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/Treasurer
Executive Director

Jennifer Waters
Assistant Secretary

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3. The estimated value of tax exemptions to be provided -- *The Facility was recently returned to the tax rolls, after a 10-year standard industrial PILOT, and was paying 2/3 of taxes the last 5 years of the PILOT. Continuance of the benefit will allow the company to keep its pricing competitive.*
4. The amount of private sector investment generated or likely to be generated by the proposed project -- *UTC has plans to invest \$9,429,000 into renovations to the Facility. The granting of financial assistance by the IDA will hopefully encourage UTC to continue to invest into this site in the future.*

You are welcome to attend such meeting at which time you will have an opportunity, both orally and in writing, to present your views with respect to the project. We are providing this notice to you, pursuant to Chapters 356 and 357 of the Laws of 1993, as the chief executive officer of an affected tax jurisdiction within which the project is located.

Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 338-0393.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:

A handwritten signature in black ink, appearing to read "Shawna M. Papale", is written over a horizontal line.

Shawna M. Papale, Executive Director

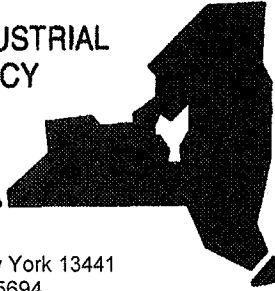
Anthony J. Picente Jr.
County Executive

Shawna Papale
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Executive Director

Jennifer Waters
Assistant Secretary

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Michael Fitzgerald
Mary Faith Messenger
Eugene Quadraro
Steven Zogby

June 14, 2013

Patricia S. Riedel, President
Board of Education
Rome City School District
409 Bell Road
Rome, New York 13440

Re: Goodrich Corporation, a UTC Aerospace Systems Company

Dear Madam:

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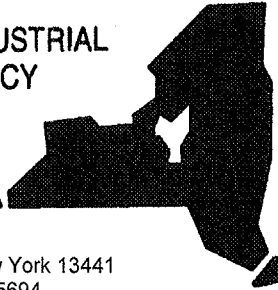
Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/Treasurer
Executive Director

Jennifer Waters
Assistant Secretary

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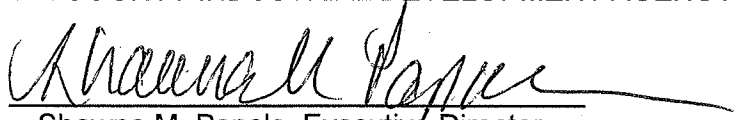
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Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 338-0393.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:


Shawna M. Papale, Executive Director

c: Patricia Riedel, 1260 Cedarbrook Drive, Rome NY 13440
Jeffrey P. Simons, Superintendent of Schools

CLOSING CERTIFICATE
OF THE
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

WE, the undersigned officers of the Oneida County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY:

1. That we are the officers of the Agency indicated by the official title set forth opposite our respective signatures to this Certificate.

2. That we did officially cause the following documents (hereinafter referred to collectively as the "Agency Documents"), to be executed in the name of the Agency by the signing of each of such Agency Documents with the signature of the Chairman or Vice Chairman of the Agency:

- (a) The Company Lease, dated as of July 1, 2013 (the "Company Lease"), by and between the Agency and Goodrich Corporation, a UTC Aerospace Company, doing business by and through its Power Transmission Systems business unit, a corporation duly organized and validly existing under the laws of the State of New York (the "Company"); and
- (b) The Leaseback Agreement, dated as of July 1, 2013 (the "Leaseback Agreement") by and between the Agency and the Company; and
- (c) The Payment-in-Lieu-of-Tax Agreement, dated as of July 1, 2013 (the "PILOT Agreement"), by and among the Agency, New York Becknell Investors Two LLC and the Company.

3. That we did officially cause all certificates necessary for the transaction and included in the Transcript of Proceedings, to be executed, as required, in the name of the Agency by the signing of each of such Agency Documents with the signatures of the Chairman or Vice Chairman of the Agency.

4. That on the date of delivery of such Agency Documents, which is also the date of this Certificate, we are the duly chosen and acting officers indicated on

such Agency Documents and on this Certificate, and are duly authorized to cause such Agency Documents and Certificates to be executed as recited above.

5. There has been no change in, amendment of or withdrawal of the Certificate of Establishment for the Agency as filed in the office of the Secretary of State on October 29, 1970, Certificates of Appointment of New Members filed April 28, 1982, April 4, 1990, July 19, 2004, July 22, 2006, March 12, 2008, July 24, 2009 and May 14, 2013, respectively, and there are no further filings of the Legislature of Oneida County with respect to the Agency, or the membership or affairs thereof, since May 14, 2013.

6. The following are the members of the Agency and each of them has been a member at least during the period from February 13, 2013 to and including the date of this Certificate:

Ferris Betrus	Mary Faith Messenger
Natalie Brown	Eugene Quadraro
Michael Fitzgerald	Steven Zogby
David Grow	

7. Attached hereto as Exhibits A and B, respectively, are true and correct copies of the Agency's Certificate of Establishment and By-Laws, together with all amendments thereto, and the same are in full force and effect as of the date hereof and have not otherwise been amended, repealed or modified.

8. The Agency is an Industrial Development Agency duly established under Title 1, 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"), and is a corporate governmental agency constituting a public benefit corporation of the State of New York.

9. Under the Act, it is the purpose of the Agency to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial and research facilities including industrial pollution control facilities and recreation facilities, and the Agency has the power to acquire, construct, reconstruct, lease, sell, improve, maintain, equip or furnish certain properties including industrial pollution control facilities and recreation facilities.

10. The representations and warranties contained in Section 1.1 of the Leaseback Agreement are, to the best of the knowledge and information of the undersigned, true, accurate and complete on and as of the date hereof.

11. There is no action, suit, proceeding or investigation at law or in equity, before or by any court, public board or body, pending or, to our knowledge, threatened against or affecting the Agency (or to our knowledge any basis therefor), wherein an unfavorable decision or finding would adversely affect the transactions contemplated by any of the Agency Documents or any agreement or instrument to which the Agency is a party and which is used or contemplated for use in consummation of any transaction contemplated by the Leaseback Agreement.

12. The 26th day of July 2013 has been duly designated as the Closing Date.

12. That the inducement resolution adopted by the Agency at its meeting of May 17, 2013 being Item No. 8 (a) of the Transcript of Proceedings, remains in full force and effect and has not been rescinded, repealed or modified.

13. That the Resolution entitled "RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE LEASE AGREEMENT, THE LEASEBACK AGREEMENT, THE PAYMENT-IN-LIEU-OF-TAX AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE GOODRICH CORPORATION FACILITY LOCATED AT 104 OTIS STREET IN THE CITY OF ROME, ONEIDA COUNTY" adopted at a meeting of the Agency on June 28, 2013, and being Item No. 10 in the Transcript of Proceedings, remains in full force and effect and has not been rescinded, repealed or modified.

[signature page follows]

WITNESS our official signatures this 26th day of July 2013.

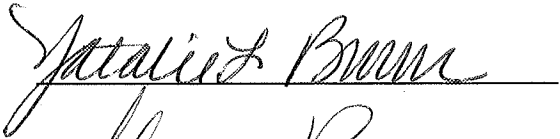
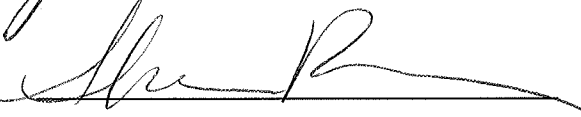
<u>NAME</u>	<u>SIGNATURE</u>	<u>OFFICIAL TITLE</u>
Natalie L. Brown		Vice Chairman
Shawna M. Papale		Executive Director and Secretary

EXHIBIT A

**Oneida County Industrial Development Agency's
Certificate of Establishment**

CERTIFICATE OF ESTABLISHMENT
OF
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
FOR FILING WITH
SECRETARY OF STATE

THIS is to certify that the ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY has been established by special act of the New York State Legislature, and the following is set forth pursuant to Section 856 of the New York State Industrial Development Agency Act:

- (1) The special act establishing the Agency was passed May 1, 1970, by Chapter 372 of the Laws of 1970 which became effective May 1, 1970.
- (2) The name of the agency is Oneida County Industrial Development Agency.
- (3) The names of the members of the Agency, their Chairman and their terms of office are as follows:

<u>Name</u>	<u>Term of office expires</u>
Joseph J. Cardamone, Chairman	December 31, 1971
H. Russell Johnson, Member	December 31, 1971
George B. Grow, Member	December 31, 1971
Robert J. McGinty, Member	December 31, 1971
Henry A. Maurer, Member	December 31, 1971

- (4) The facts establishing the need for such Agency in the municipality are as follows:

The need for the Industrial Development Agency is to help and assist the economy in Oneida County. We intend to stimulate the economy by providing attractive programs of industrial financing. Through this program, we will be able to broaden the tax base and create new jobs for Oneida County. Through this Agency Act, we will be able to have the ability to get an attractive rate of interest on these tax free BONDS for each industrial project.

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED OCT 29 1970

Eric P. Lomax

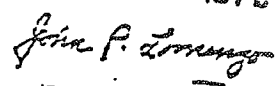
This will also put us in a competitive position with 40+ states
in the United States who also have industrial revenue bonds.

THE BOARD OF COUNTY LEGISLATORS
OF THE COUNTY OF ONEIDA

By


Clerk

SEAL

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED OCT 29 1970

Secretary of State

STATE OF NEW YORK
DEPARTMENT OF STATE

CERTIFICATE OF APPOINTMENT

FILED APR - 4 1990

AS MEMBER

OF

[Signature]
Secretary of State

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

FOR FILING WITH

SECRETARY OF STATE

THIS is to certify that

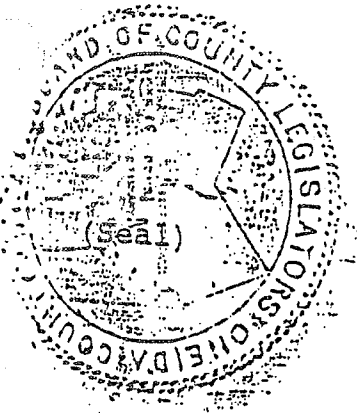
DAVID GROW

has been appointed as a member of the ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY which has been duly established by Article 18-
A of the General Municipal Law.

THE BOARD OF LEGISLATORS OF THE COUNTY OF ONEIDA

BY:

Ansan L. Crabtree
Clerk



CERTIFICATE
OF
APPOINTMENT AS MEMBER
OF
INDUSTRIAL DEVELOPMENT AGENCY
FOR FILING
WITH
SECRETARY OF STATE

THIS is to certify that NATALIE BROWN and FERRIS J. BETRUS have been appointed as MEMBERS of the ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY which has been duly established by Article 18-A of the General Municipal Law.

THE BOARD OF LEGISLATORS OF THE
COUNTY OF ONEIDA

By: Susan L. Crabtree
Susan L. Crabtree, Clerk

CERTIFICATE
OF
APPOINTMENT AS MEMBER
OF
INDUSTRIAL DEVELOPMENT AGENCY
FOR FILING
WITH
SECRETARY OF STATE

THIS is to certify that MICHAEL FITZGERALD has been appointed as a
MEMBER of the ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
which has been duly established by Article 18-A of the General Municipal Law.

THE BOARD OF LEGISLATORS OF THE
COUNTY OF ONEIDA

By:

Aileen Crabtree

Clerk

STATE OF NEW YORK
DEPARTMENT OF STATE

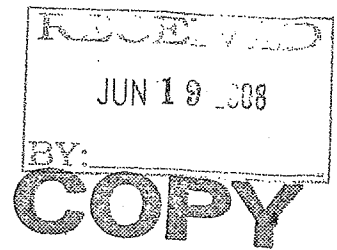
FILED

MAY 19 2004

MISCELLANEOUS
& STATE RECORDS

RECEIVED
MISC. RECORDS
JUL 28 2009
DEPARTMENT OF STATE

COPY



CERTIFICATE
OF
APPOINTMENT AS MEMBER
OF
INDUSTRIAL DEVELOPMENT AGENCY
FOR FILING
WITH
SECRETARY OF STATE

THIS is to certify that STEPHEN ZOGBY has been appointed as a member of the ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY which has been duly established by Article 18-A of the General Municipal Law.

THE BOARD OF LEGISLATORS
OF THE COUNTY OF ONEIDA

By: *Susan L. Crabtree*
Susan L. Crabtree, Clerk

RECEIVED
MISC. RECORDS
JUL 28 2009
DEPARTMENT OF STATE

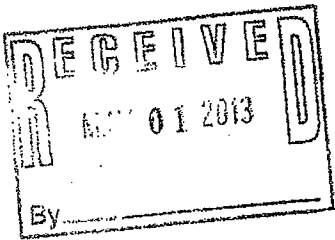
COPY

**CERTIFICATE
OF
APPOINTMENT AS MEMBER
OF
INDUSTRIAL DEVELOPMENT AGENCY
FOR FILING
WITH
SECRETARY OF STATE**

THIS is to certify that Gene F. Quadraro has been appointed as a member of the ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY which has been duly established by Article 18-A of the General Municipal Law.

**THE BOARD OF LEGISLATORS
OF THE COUNTY OF ONEIDA**

By: Susan L. Crabtree
Susan L. Crabtree, Clerk



STATE OF NEW YORK
DEPARTMENT OF STATE
FILED

MAY 14 2013

MISCELLANEOUS
& STATE RECORDS

**CERTIFICATE
OF
APPOINTMENT AS A MEMBER
OF
INDUSTRIAL DEVELOPMENT AGENCY
FOR FILING
WITH
SECRETARY OF STATE**

THIS is to certify that Mary Faith Messenger has been appointed as a member of the ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY which has been duly established by Article 18-A of the General Municipal Law

THE BOARD OF LEGISLATORS OF
THE COUNTY OF ONEIDA

BY:

A handwritten signature in black ink, appearing to read "Mikale P. Billard", written over a horizontal line.

Mikale P. Billard, Clerk

EXHIBIT B

Oneida County Industrial Development Agency's By-Laws

BY-LAWS
OF THE
ONEIDA COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

ARTICLE 1
THE AGENCY

Section 1. Name. The name of the Agency shall be the "Oneida County Industrial Development Agency".

Section 2. Seal of Agency. The seal of the Agency shall be in the form of a circle and shall bear the name of the Agency and the year of its organization.

Section 3. Office of Agency. The office of the Agency shall be located within the County of Oneida, New York, but the Agency may have other offices at such other places as the Agency may from time to time designate by resolution.

ARTICLE II
MEMBERS & OFFICERS

Section 1. Members. The agency shall consist of not less than three, nor more than seven members, who shall be residents of Oneida County, and who shall be recommended for appointment by the chief executive of Oneida County, appointed by a majority vote of the Oneida County Legislature, and who shall serve at the pleasure of the appointing authority. A member shall continue

to hold office until his or her successor is appointed and has qualified. Such members shall receive no compensation for their services.

Section 2. Officers. The officers of the Agency shall be a Chairman, a Vice Chairman, a Secretary, a Treasurer, and an Assistant Secretary. None of the above officers can hold more than one office.

Section 3. Chairman. The Chairman shall preside at all meetings of the Agency. Except as otherwise authorized by resolution of the Agency, the Chairman or Vice Chairman and such other officer as specifically authorized by resolution may execute agreements, contracts, deeds, and any other instruments of the Agency. At each meeting the Chairman shall submit recommendations and information as he may consider proper concerning the business, affairs and policies of the Agency. The Chairman must be a member of the Agency.

Section 4. Vice Chairman. The Vice Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman, and in case of the resignation or death of the Chairman, the Vice Chairman shall perform such duties as are imposed on the Chairman until such time as the Agency shall appoint a new Chairman. The Vice Chairman must be a member of the Agency.

Section 5. Secretary. The Executive Director appointed by the Agency shall be the Secretary of the Agency and shall not be a member of the Agency. The Secretary shall keep the records of the Agency, shall act as secretary of the meetings of the Agency and record all votes, and shall keep a record of the proceedings of the Agency in a journal of proceedings to be kept for such purposes, and shall perform all duties incident to his or her office. The

Secretary shall keep in safe custody the seal of the Agency and shall have power to affix such seal to all contracts and other instruments authorized to be executed by the Agency.

Section 6. Treasurer. The Treasurer shall have the care and custody of all funds of the Agency and shall deposit or cause to be deposited the same in the name of the Agency in such bank or banks as the Agency may select. The Treasurer shall sign or cause to be signed all orders and all checks for the payment of money; and shall pay out and disburse such moneys under the direction of the Agency. The Treasurer shall keep or cause to be kept regular books of accounts showing receipts and expenditures, and shall render to the Agency at each regular meeting an account of his transactions and also of the financial condition of the Agency. The Treasurer shall give such bond for the faithful performance of his/her duties as the Agency may determine.

Section 7. Assistant Secretary. The Assistant Secretary shall perform the duties of the Secretary in the absence or incapacity of the Secretary, and in the case of the resignation or death of the Secretary, the Assistant Secretary shall perform such duties as are imposed on the Secretary as shall be the case, until such time as the Agency shall appoint a new Secretary. As such Assistant Secretary, he/she shall give such bond for the faithful performance of his/her duties as the Agency may determine. The Assistant Secretary need not be a member of the Agency.

Section 8. Conflict of Interest. No member or officer or shall have an interest in any contract with the Agency, when such officer or member has the power or

duty to (a) negotiate, prepare, authorize or approve the contract or authorize or approve payment thereunder (b) audit bills or claims under said contract, (c) appoint an officer or employee who has any of the powers or duties set forth above, or no Agency member, including the Chairperson, shall serve as the Agency's chief executive officer, executive director, chief financial officer, comptroller, or hold any other equivalent position while also serving as a member of the Board.

Section 9. Additional Duties. The officers of the Agency shall perform such other duties and functions as may from time to time be required by the Agency, by the by-laws of the Agency, or by the rules and regulations of the Agency.

Section 10. Appointment of Officers. All officers of the Agency shall be appointed at the annual meeting of the Agency, and shall hold office for one year or until their successors are appointed.

Section 11. Vacancies of Officers. Should any office become vacant, the Agency shall appoint a successor from among its membership at the next regular meeting and such appointment shall be for the unexpired term of said office.

Section 12. Additional Personnel. The Agency may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the New York State Industrial Development Agency Act, as amended and all other laws of the State of New York applicable thereto.

The selection and compensation of all personnel shall be determined by the Agency subject to the laws of the State of New York.

Section 13. Audit and Governance Committee. The Audit Committee shall consist of at least three (3) members of the Agency. The Governance Committee shall also consist of least three (3) members of the Agency, The Audit Committee and the Governance Committee shall discharge their duties in accordance with the terms and conditions of their respective Charters.

ARTICLE III

MEETINGS

Section 1. Annual Meeting. The Annual meeting of the Agency shall be immediately preceding the scheduled December meeting of the Agency at a time and place fixed in the notice therefore. The Agency shall vote at said annual meeting to approve the schedule of regular meetings for the upcoming business year.

Section 2. Regular Meetings. Regular meetings of the Agency may be held at such times and places as from time to time may be determined by Resolution of the Agency.

Section 3. Special Meetings. The Chairman of the Agency may, when he deems it desirable, and shall, upon the written request of two members of the Agency call a special meeting of the Agency for the purpose of transacting any business designated in the call. The call for a special meeting may be delivered to each member of the Agency, may be mailed to the business or home address of each member of the Agency, or may be transmitted electronically to each

member of the Agency, at least two days prior to the date of such special meeting. Waivers of notice may be signed by any members failing to receive a proper notice. At such special meeting no business shall be considered other than as designated in the call, but if all the members of the Agency are present at a special meeting, with or without notice thereof, any and all business may be transacted at such special meeting.

Section 4. Quorum. At all meetings of the Agency, a majority of the members of the Agency shall constitute a quorum for the purpose of transacting business; provided that a smaller number may meet and adjourn to some other time or until the quorum is obtained.

Section 5. Member Participation in Meetings by Electronic Communications. Where appropriate facilities are reasonably available any or all members of the Agency shall have the right to participate and be a part of a quorum in any Agency meeting, or committee meeting by means of conference call or any other means of communication by which all persons participating in the meeting are able to hear and speak to each other.

Section 6. Order of Business. The order of business at the regular meeting of the Agency shall be conducted in accordance with, and shall be governed by Robert's Rules of Order.

Section 7. Manner of Voting. The voting on all questions coming before the Agency shall be by voice vote, except when a roll call vote is requested by any member, in which case the vote shall be by roll call, and the

yeas and nays shall be entered on the minutes of such meetings, except in the case of election of officers when the vote may be by ballot.

ARTICLE IV

AMENDMENTS

Section 1. Amendments to By-laws. The by-laws of the Agency shall be amended only with the approval of at least a majority of all of the members of the Agency at a regular or special meeting, but no such amendment shall be adopted unless at least seven days written notice thereof has been previously given to all members of the Agency.

Revised May 22, 2008

GENERAL CERTIFICATE
OF
GOODRICH CORPORATION, A UTC AEROSPACE COMPANY
DOING BUSINESS BY AND THROUGH ITS
POWER TRANSMISSION SYSTEMS BUSINESS UNIT

This certificate is made in connection with the execution by Goodrich Corporation, a UTC Aerospace Company, doing business by and through its Power Transmission Systems business unit (the "Company") of the Company Lease dated as of July 1, 2013 (the "Company Lease") by and between the Company and the Oneida County Industrial Development Agency (the "Agency"); the Memorandum of Company Lease dated as of July 1, 2013 (the "Memorandum of Company Lease") by and between the Company and the Agency; the Leaseback Agreement dated as of July 1, 2013 (the "Leaseback Agreement") by and between the Company and the Agency; the Memorandum of Leaseback Agreement dated as of July 1, 2013 (the "Memorandum of Leaseback Agreement") by and between the Company and the Agency; the Payment-In-Lieu-of-Tax Agreement dated as of July 1, 2013 (the "PILOT Agreement") by and among the Agency, New York Becknell Investors Two LLC (the "Landlord") and the Company; the Environmental Compliance and Indemnification Agreement dated as of July 1, 2013 (the "Environmental Compliance and Indemnification Agreement") by the Company for the benefit of the Agency; the Job Creation and Recapture Agreement dated as of July 1, 2013 (the "Job Creation Agreement") by the Company; and any other document to be executed by the Company (all of the preceding documents being collectively referred to as the "Company Documents") all in connection with the Agency's provision of certain financial assistance to the Company (consisting of exemptions from sales tax and abatement of real property tax) with respect to the project consisting of the renovation of a 110,000± square foot manufacturing facility (the "Improvements") located on a 10.375± acre parcel of land situate at 104 Otis Street, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land"), including the creation of 14,000± square feet of green space, acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of designing and manufacturing power transmission products for the aerospace and industrial markets (the Land, the Improvements and the Equipment are referred to collectively as the "Facility").

Capitalized terms which are not otherwise defined herein shall have the meanings ascribed to them in the Leaseback Agreement, except that, for purposes of this certificate, (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this certificate and not as of any future date, and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

1. Pursuant to a certain Delegation of Signature Authority by the Presidents of the Company, dated January 16, 2013, in accordance with the By-Laws and the policies and procedures of the Company and pursuant to an Approval of Transaction and Sub-Delegation and Approval of Signature Authority (the "Sub-delegation") issued by Steve Croke, President, Engine Components, dated July 25, 2013, the undersigned is duly authorized to execute and deliver this certificate in the name of and on behalf of the Company.

2. The Company (A) has been duly formed, is validly existing and is in good standing as a corporation under the laws of the State of New York, (B) is authorized to do business in the State of New York with full legal power and authority to own its Property, conduct its business and execute, deliver and perform its obligations under the Company Documents and (C) has taken all actions and obtained all approvals required in connection therewith.

3. Attached hereto as Exhibit A is a true, correct and complete copy of the Certificate of Incorporation of the Company, together with all amendments thereto, certified by the State of New York Department of State, Corporations Unit, as the same is in full force and effect on and as of the date of this certificate.

4. Attached hereto as Exhibit B is a true, correct and complete copy of the Bylaws of the Company, together with all amendments thereto, as the same is in full force and effect on and as of the date of this certificate.

5. Attached hereto as Exhibit C is a true, correct and complete copy of a certificate of good standing relating to the Company from the New York State Secretary of State.

6. Attached hereto as Exhibit D is a true, correct and complete copy of the Sub-delegation approving the transaction and authorizing execution and delivery of the Company Documents.

7. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending or, to the best of our knowledge, threatened against or affecting the Company, (nor to the best of our knowledge is there any basis therefor), wherein an unfavorable decision, ruling or finding would adversely affect (A) the transactions contemplated by the Company Resolution, (B) the validity or the enforceability of the Company Resolution or the Company Documents or the transactions contemplated therein, (C) the organization or existence of the Company, or (D) the business, prospects, Property or condition of the Company.

8. I have been duly designated to act as an "Authorized Representative" of the Company pursuant to and in accordance with the provisions of the Leaseback Agreement.

9. There are no Liens against the Facility for overdue taxes, assessments, fees or other governmental charges payable by the Company to the United States, the State, or, to my knowledge, to any other state or municipality in the United States.

10. The execution, delivery and performance of all agreements, certificates and documents required to be executed, delivered and performed by the Company in order to carry out, give effect to and consummate the transactions contemplated by the Company Documents have been duly authorized by all necessary action of the Company. The Company Documents are in full force and effect on and as of the date hereof, and no authority for the execution, delivery or performance of the Company Documents has been repealed, revoked or rescinded.

11. The execution, delivery and performance of the Company Documents, the consummation of the transactions therein contemplated and compliance with the provisions of each by the Company do not and will not (A) violate the Company's Certificate of Incorporation or Bylaws, (B) require consent under (which has not heretofore been received) or result in a breach of or default under any credit agreement, purchase agreement, indenture, mortgage, deed of trust, commitment, guaranty, lease or other agreement or instrument to which the Company is a party or by which the Company may be bound or affected, or (C) conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental instrumentality or court, domestic or foreign, having jurisdiction over the Company or any of the Property of the Company.

12. The Company has duly authorized the taking of and has taken any and all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Company Documents.

13. No Event of Default specified in any of the Company Documents has occurred and no event which with notice or lapse of time or both would become such an Event of Default has occurred and is continuing.

14. Each of the representations and warranties of the Company contained in each of the Company Documents is true, accurate and complete on and as of the date of this certificate with the same force and effect as though such representations and warranties were made on and as of the date hereof.

15. The Company Documents have been each duly executed, acknowledged, where appropriate, and delivered on behalf of the Company by the Authorized Representative of the Company; the signature of said Representative thereon is the genuine signature of said Representative; and said executed Company Documents are in substantially the same form as the forms thereof presented to the directors of the Company and approved by the Company Resolution.

16. The Company is not contemplating instituting bankruptcy, insolvency or any similar proceedings against itself.

17. The Company has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied by the terms of the Company Documents at or prior to the Closing Date.

18. As of the Closing Date, there has been no material adverse change in the business, condition, Property or prospects (financial or otherwise) of the Company.

19. The Company presently carries insurance on the Facility, as defined in the Leaseback Agreement, to the full extent required by Section 3.4 of the Leaseback Agreement. Attached hereto as Exhibit E are copies of the Certificate(s) of Insurance evidencing that as of the date hereof the insurance coverage required by Section 3.4 of the Leaseback Agreement is in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this General Certificate of the Company this 26th day of July 2013.

GOODRICH CORPORATION, a UTC
Aerospace Company, doing business by and
through its Power Transmission Systems
business unit

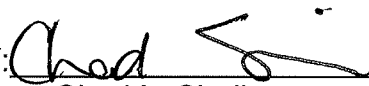
BY: 
Chad L. Sheline
General Manager, Power Transmission
Systems

EXHIBIT A
CERTIFICATE OF INCORPORATION

See attached

RESTATED CERTIFICATE OF INCORPORATION

OF

GOODRICH CORPORATION

Under Section 807 of the Business Corporation Law

The undersigned, being the Assistant Secretary of Goodrich Corporation, does hereby certify as follows:

1. The name of the Corporation is Goodrich Corporation. The name under which the corporation was formed is "The B.F. Goodrich Company."

2. The certificate of incorporation of the corporation was filed by the Department of State on May 2, 1912.

3. The text of the certificate of incorporation of the corporation is hereby restated without further amendment or change to read as follows:

FIRST: The name of the corporation shall be Goodrich Corporation, hereinafter referred to as the "Company".

SECOND: The location of its principal office in the State of New York shall be in the County of New York.

THIRD: The purpose of the Company shall be to engage in any lawful act or activity for which corporations may be organized and incorporated under the Business Corporation Law of the State of New York, provided that the Company is not formed to engage in any act or activity which requires the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

FOURTH: The Company shall be authorized to issue 1,000 shares of capital stock, all of which shall be shares of Common Stock, par value \$5.00 per share.

FIFTH: Unless and except to the extent that the By-Laws of the Company shall so require, the election of directors of the Company need not be by written ballot.

SIXTH: In furtherance and not in limitation of the powers conferred by law, the Board of Directors of the Company (the "Board") is expressly authorized and empowered to make, alter and repeal the By-Laws of the Company by a majority vote at any regular or special meeting of the Board or by written consent, subject to the power of the shareholders of the Company to alter or repeal any By-Laws made by the Board.

SEVENTH: No member of the Board of Directors shall have any personal liability to the Corporation or its shareholders for damages for any breach of duty in such capacity, provided that this Article shall not eliminate or limit:

- i. the liability of any Director if a judgment or other final adjudication adverse to him or her establishes that his or her acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled or that his or her acts violated section 719 of the Business Corporation Law; or
- ii. the liability of any Director for any act or omission prior to the adoption of this Article.

Neither the amendment nor repeal of this Article, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article, shall eliminate or reduce the effect of this Article in respect of any act or omission occurring prior to such amendment, repeal or adoption of an inconsistent provision.

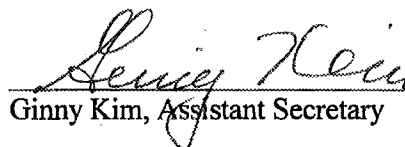
EIGHTH: The Secretary of State of the State of New York is designated as the agent of the Company upon whom process in any action or proceeding against it may be served within the State of New York. The address to which the Secretary of State shall mail a copy of process in any action or proceeding against the Company which may be served upon him is c/o CT Corporation System, 111 Eighth Avenue, New York, New York 10011. The name and address of the registered agent which is to be the agent of the Company upon whom process against it may be served are, CT Corporation System, 111 Eighth Avenue, New York, New York 10011.

NINTH: The Company reserves the right at any time from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and any other provisions authorized by the laws of the hereafter State of New York at the time in force may be added or inserted, in the manner now or prescribed by law, and all rights, preferences and privileges of whatsoever nature conferred upon shareholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Article.

TENTH: Any action required or permitted to be taken at any annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those shareholders who have not consented in writing.

4. The restatement of the certificate of incorporation herein certified was authorized by the Board of Directors of the corporation.

Signed on 2 of October, 2012.


Ginny Kim, Assistant Secretary

RESTATED CERTIFICATE OF INCORPORATION

OF

GOODRICH CORPORATION

Under Section 807 of the Business Corporation Law.

Filed by: Kim R. Dellinger, Corporate Paralegal
Goodrich Corporation
2730 W. Tyvola Road
Charlotte, NC 28217
(City, State and Zip code)

EXHIBIT B

BYLAWS

See attached

**AMENDED AND RESTATED BY-LAWS
OF
GOODRICH CORPORATION**

ARTICLE I

OFFICES

SECTION 1.01 REGISTERED OFFICE -- The registered office of Goodrich Corporation (the "Corporation") shall be established and maintained at the office of Corporation Service Company, 80 State Street, Albany, NY 12207, and said Corporation Service Company shall be the registered agent of the Corporation in charge thereof.

SECTION 1.02 OTHER OFFICES -- The Corporation may have other offices, either within or without the State of New York, at such place or places as the Board of Directors may from time to time select or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

SECTION 2.01 ANNUAL MEETINGS -- Annual meetings of shareholders for the election of directors, and for such other business as may be stated in the notice of the meeting, shall be held at such place, either within or without the State of New York, and at such time and date as the Board of Directors, by resolution, shall determine and as set forth in the notice of the meeting. At each annual meeting, the shareholders entitled to vote shall elect a Board of Directors and they may transact such other corporate business as shall be stated in the notice of the meeting.

SECTION 2.02 SPECIAL MEETINGS -- Special meetings of the shareholders for any purpose or purposes may be called by a President or a Secretary, or by resolution of the Board of Directors.

SECTION 2.03 VOTING -- Each shareholder entitled to vote in accordance with the terms of the Certificate of Incorporation of the Corporation and these By-Laws may vote in person or by proxy, but no proxy shall be voted after three years from its date unless such proxy provides for a longer period. All elections for directors shall be decided by plurality vote; all other questions shall be decided by majority vote except as otherwise provided by the Certificate of Incorporation or the laws of the State of New York.

A complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, with the address of each, and the number of shares held by each, shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder who is entitled to be present.

SECTION 2.04 QUORUM -- Except as otherwise required by law, by the Certificate of Incorporation of the Corporation or by these By-Laws, the presence, in person or by proxy, of shareholders holding shares constituting a majority of the voting power of the Corporation shall constitute a quorum at all meetings of the shareholders. In case a quorum shall not be present at any meeting, a majority in interest of the shareholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of stock entitled to vote shall be present. At any such adjourned meeting at which the requisite amount of stock entitled to vote shall be represented, any business may be transacted that might have been transacted at the meeting as originally noticed; but only those shareholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof.

SECTION 2.05 NOTICE OF MEETINGS -- Written notice, stating the place, date and time of the meeting, and the general nature of the business to be considered, shall be given to each shareholder entitled to vote thereat, at his or her address as it appears on the records of the Corporation, not less than ten nor more than sixty days before the date of the meeting. No business other than that stated in the notice shall be transacted at any meeting without the unanimous consent of all the shareholders entitled to vote thereat.

SECTION 2.06 ACTION WITHOUT MEETING -- Unless otherwise provided by the Certificate of Incorporation of the Corporation, any action required or permitted to be taken at any annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those shareholders who have not consented in writing.

ARTICLE III

DIRECTORS

SECTION 3.01 NUMBER AND TERM -- The business and affairs of the Corporation shall be managed under the direction of a Board of Directors which shall consist of one or more members. The exact number of directors shall initially be two and may thereafter be fixed from time to time by the Board of Directors. Directors shall be elected at the annual

meeting of shareholders and each director shall be elected to serve until his or her successor shall be elected and shall qualify. A director need not be a shareholder.

SECTION 3.02 RESIGNATIONS -- Any director may resign at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by a President or a Secretary. The acceptance of a resignation shall not be necessary to make it effective.

SECTION 3.03 VACANCIES -- If the office of any director becomes vacant, the remaining directors in the office, though less than a quorum, by a majority vote, may appoint any qualified person to fill such vacancy, who shall hold office for the unexpired term and until his or her successor shall be duly chosen. If the office of any director becomes vacant and there are no remaining directors, the shareholders, by the affirmative vote of the holders of shares constituting a majority of the voting power of the Corporation, at a special meeting called for such purpose, may appoint any qualified person to fill such vacancy.

SECTION 3.04 REMOVAL -- Except as hereinafter provided, any director or directors may be removed either for or without cause at any time by the affirmative vote of the holders of a majority of the voting power entitled to vote for the election of directors, at an annual meeting or a special meeting called for the purpose, and the vacancy thus created may be filled, at such meeting, by the affirmative vote of holders of shares constituting a majority of the voting power of the Corporation.

SECTION 3.05 COMMITTEES -- The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more directors of the Corporation.

Any such committee, to the extent provided in the resolution of the Board of Directors, or in these By-Laws, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it.

SECTION 3.06 MEETINGS -- The newly elected directors may hold their first meeting for the purpose of organization and the transaction of business, if a quorum be present, immediately after the annual meeting of the shareholders; or the time and place of such meeting may be fixed by consent of all the Directors.

Regular meetings of the Board of Directors may be held without notice at such places and times as shall be determined from time to time by resolution of the Board of Directors.

Special meetings of the Board of Directors may be called by a President, or by a Secretary on the written request of any director, on at least one day's notice to each director (except that notice to any director may be waived in writing by such director) and shall be held at such place or places as may be determined by the Board of Directors, or as shall be stated in the call of the meeting.

Unless otherwise restricted by the Certificate of Incorporation of the Corporation or these By-Laws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in any meeting of the Board of Directors or any committee thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

SECTION 3.07 QUORUM -- A majority of the Directors shall constitute a quorum for the transaction of business. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned. The vote of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the Certificate of Incorporation of the Corporation or these By-Laws shall require the vote of a greater number.

SECTION 3.08 COMPENSATION -- Directors shall not receive any stated salary for their services as directors or as members of committees, but by resolution of the Board of Directors a fixed fee and expenses of attendance may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity as an officer, agent or otherwise, and receiving compensation therefor.

SECTION 3.09 ACTION WITHOUT MEETING -- Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or such committee.

ARTICLE IV

OFFICERS

SECTION 4.01 OFFICERS -- The officers of the Corporation shall be one or more Presidents, one or more Vice Presidents, one or more Treasurers and one or more Secretaries, all of whom shall be elected by the Board of Directors and shall hold office until their successors are duly elected and qualified. In addition, the Board of Directors may elect such Assistant Secretaries and Assistant Treasurers as they may deem proper. The Board of Directors may appoint such other officers and agents as it may deem advisable. All officers of the Corporation shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Any number of offices may be held by the same person. Any office may be held by more than one person. Any number of offices may be held by the same person.

SECTION 4.02 PRESIDENT -- One or more Presidents shall be the Chief Executive Officer(s) of the Corporation. He or she shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation. One or

more Presidents shall have the power to execute bonds, mortgages and other contracts on behalf of the Corporation, and to cause the seal to be affixed to any instrument requiring it, and when so affixed the seal shall be attested to by the signature of a Secretary, a Treasurer or an Assistant Secretary or an Assistant Treasurer.

SECTION 4.03 VICE PRESIDENTS -- Each Vice President shall have such powers and shall perform such duties as shall be assigned to him or her by the Board of Directors.

SECTION 4.04 TREASURER -- One or more Treasurers shall be the Chief Financial Officer(s) of the Corporation. He or she shall have the custody of the Corporate funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the Corporation. He or she shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He or she shall disburse the funds of the Corporation as may be ordered by the Board of Directors or a President, taking proper vouchers for such disbursements. He or she shall render to a President and the Board of Directors at the regular meetings of the Board of Directors, or whenever any of them may request it, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he or she shall give the Corporation a bond for the faithful discharge of his or her duties in such amount and with such surety as the Board of Directors shall prescribe.

SECTION 4.05 SECRETARY -- One or more Secretaries shall give, or cause to be given, notice of all meetings of shareholders and of the Board of Directors and all other notices required by law or by these By-Laws, and in case of his or her absence or refusal or neglect so to do, any such notice may be given by any person thereunto directed by a President, or by the Board of Directors, upon whose request the meeting is called as provided in these By-Laws. He or she shall record all the proceedings of the meetings of the Board of Directors, any committees thereof and the shareholders of the Corporation in a book to be kept for that purpose, and shall perform such other duties as may be assigned to him or her by the Board of Directors or a President. He or she shall have the custody of the seal of the Corporation and shall affix the same to all instruments requiring it, when authorized by the Board of Directors or a President, and attest to the same.

SECTION 4.06 ASSISTANT TREASURERS AND ASSISTANT SECRETARIES -- Assistant Treasurers and Assistant Secretaries, if any, shall be elected and shall have such powers and shall perform such duties as shall be assigned to them, respectively, by the Board of Directors.

ARTICLE V

MISCELLANEOUS

SECTION 5.01 CERTIFICATES OF STOCK -- A certificate of stock shall be issued to each shareholder certifying the number of shares owned by such shareholder in the Corporation. Certificates of stock of the Corporation shall be of such form and device as the Board of Directors may from time to time determine.

SECTION 5.02 LOST CERTIFICATES -- A new certificate of stock may be issued in the place of any certificate theretofore issued by the Corporation, alleged to have been lost or destroyed, and the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or such owner's legal representatives, to give the Corporation a bond, in such sum as they may direct, not exceeding double the value of the stock, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss of any such certificate, or the issuance of any such new certificate.

SECTION 5.03 TRANSFER OF SHARES -- The shares of stock of the Corporation shall be transferable only upon its books by the holders thereof in person or by their duly authorized attorneys or legal representatives, and upon such transfer the old certificates shall be surrendered to the Corporation by the delivery thereof to the person in charge of the stock and transfer books and ledgers, or to such other person as the Board of Directors may designate, by whom they shall be cancelled, and new certificates shall thereupon be issued. A record shall be made of each transfer and whenever a transfer shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer.

SECTION 5.04 SHAREHOLDERS RECORD DATE -- In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date: (1) in the case of determination of shareholders entitled to vote at any meeting of shareholders or adjournment thereof, shall, unless otherwise required by law, not be more than sixty nor less than ten days before the date of such meeting; (2) in the case of determination of shareholders entitled to express consent to corporate action in writing without a meeting, shall not be more than ten days from the date upon which the resolution fixing the record date is adopted by the Board of Directors; and (3) in the case of any other action, shall not be more than sixty days prior to such other action. If no record date is fixed: (A) the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (B) the record date for determining shareholders entitled to express consent to corporate action in writing without a meeting when no prior action of the Board of Directors is required by law, shall be the first day on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, or, if prior action by the Board of Directors is required by law, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action; and (C) the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 5.05 DIVIDENDS -- Subject to the provisions of the Certificate of Incorporation of the Corporation, the Board of Directors may, out of funds legally available therefor at any regular or special meeting, declare dividends upon stock of the Corporation as and when they deem appropriate. Before declaring any dividend there may be set apart out of any funds of the Corporation available for dividends, such sum or sums as the Board of Directors from time to time in their discretion deem proper for working capital or as a reserve fund to meet contingencies or for equalizing dividends or for such other purposes as the Board of Directors shall deem conducive to the interests of the Corporation.

SECTION 5.06 SEAL -- The corporate seal of the Corporation shall be in such form as shall be determined by resolution of the Board of Directors. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise imprinted upon the subject document or paper.

SECTION 5.07 FISCAL YEAR -- The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

SECTION 5.08 CHECKS -- All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, or agent or agents, of the Corporation, and in such manner as shall be determined from time to time by resolution of the Board of Directors.

SECTION 5.09 NOTICE AND WAIVER OF NOTICE -- Whenever any notice is required to be given under these By-Laws, personal notice is not required unless expressly so stated, and any notice so required shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his or her address as it appears on the records of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Shareholders not entitled to vote shall not be entitled to receive notice of any meetings except as otherwise provided by law. Whenever any notice is required to be given under the provisions of any law, or under the provisions of the Certificate of Incorporation of the Corporation or of these By-Laws, a waiver thereof, in writing and signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to such required notice.

ARTICLE VI

AMENDMENTS

These By-Laws may be altered, amended or repealed at any annual meeting of the shareholders (or at any special meeting thereof if notice of such proposed alteration, amendment or repeal to be considered is contained in the notice of such special meeting) by the affirmative vote of the holders of shares constituting a majority of the voting power of the Corporation. Except as otherwise provided in the Certificate of Incorporation of the Corporation, the Board of Directors may by majority vote of those present at any meeting at which a quorum is present alter, amend or repeal these By-Laws, or enact such other By-Laws as in their judgment may be advisable for the regulation and conduct of the affairs of the Corporation.

ARTICLE VII

INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES

SECTION 7.01 DIRECTORS AND OFFICERS -- The Corporation shall indemnify its directors and officers and every other person whom the Corporation may indemnify under the indemnification provisions for directors and officers of the Business Corporation Law of New York as now in effect or as hereafter amended to the full extent permissible under and consistent with such provisions. The right of indemnification provided in this Section 7.01 shall not be deemed exclusive of any other rights to which such director or officer or other person may be entitled apart from this Section 7.01.

SECTION 7.02 In furtherance and not in limitation of the provisions of Section 7.01 of this Article VII:

- (i) General. The Corporation shall indemnify any person who is or was made or threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation or any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any director or officer of the Corporation is serving, has served or has agreed to serve in any capacity at the request of the Corporation, by reason of the fact that such person, such person's testator or intestate, is or was or has agreed to become a director or officer of the Corporation, or is or was serving or has agreed to serve such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, against judgments, fines, amounts paid or to be paid in settlement, excise taxes or penalties, and costs, charges and expenses, including attorneys' fees, incurred in connection with such action or proceeding or any appeal therein; provided, however, that no indemnification shall be provided to any such person if a judgment or other final adjudication adverse to the director or officer establishes that (A) his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and, in either case, were material to the cause of action so adjudicated, or (B) he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled; provided, further, that, except as provided in Section 7.02(vi) of this Article VII or as otherwise provided by agreement, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors.
- (ii) None-Exclusivity of Rights. The Corporation may indemnify any person to whom the Corporation is permitted to provide indemnification or the advancement of expenses by applicable law, whether pursuant to rights granted pursuant to, or provided by, the New York Business Corporation Law or other rights created by (A) a resolution of shareholders, (B) a resolution of directors or (C) an agreement providing for such indemnification, it being expressly intended that these By-Laws authorize the creation of other rights in any such manner. The right to be indemnified

and to the reimbursement or advancement of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, By-Laws, agreement, vote of shareholders or directors or otherwise.

- (iii) Expenses. The Corporation shall, from time to time, reimburse or advance to any person referred to in Section 7.02(i) of this Article VII the funds necessary for payment of expenses, including attorneys' fees, incurred in connection with any action or proceeding referred to in Section 7.02(i), upon receipt of a written undertaking by or on behalf of such person to repay such amount(s) if a judgment or other final adjudication adverse to the director or officer establishes that (A) his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and, in either case, were material to the cause of action so adjudicated, or (B) he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.
- (iv) Interpretation of Rights to Indemnification. Any person entitled to be indemnified or to the reimbursement or advancement of expenses as a matter of right pursuant to this Article VII shall be entitled to the greater of the indemnification (or advancement of expenses) provided (A) under the applicable law in effect at the time of the occurrence of the event or events giving rise to the action or proceeding, to the extent permitted by law, or (B) under the applicable law in effect at the time indemnification (or advancement of expenses) is sought.
- (v) Other Rights. The right to be indemnified or to the reimbursement or advancement of expenses pursuant to this Article VII, (A) shall be deemed to arise from a contract between the Corporation and any person entitled to be indemnified or to the reimbursement or advancement of expenses pursuant to this Section 7.02 of Article VII, pursuant to which such person may bring suit as if the provisions hereof were set forth in a separate written contract between the Corporation and the such person and (B) shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the estate, heirs, executors and administrators of such person, and shall continue to exist after the rescission or restrictive modification hereof with respect to events occurring prior thereto.
- (vi) Right of Claimant to Bring Suit. If a request to be indemnified is made under Section 7.02) of VII, the Board of Directors shall make a determination pursuant to Section 723(b) of the New York Business Corporation Law within 30 days after such request as to whether the person so requesting indemnification is entitled to indemnification under this Article VII and the New York Business Corporation Law. If a request to be indemnified or for the reimbursement or advancement of expenses under Section 7.02 of Article VII is not paid in full by the Corporation within 30 days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than

an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the New York Business Corporation Law or hereunder for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the New York Business Corporation Law or hereunder, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

- (vii) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the New York Business Corporation Law.
- (viii) Separability. If this Section 7.02 of Article VII or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director, officer, employee or agent of the Corporation as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Section 7.02 of Article VII that shall not have been invalidated and to the fullest extent permitted by applicable law.

SECTION 7.03 EMPLOYEES -- Any person made a party to or involved in any action, suit, or proceeding (including a claim), whether civil, administrative, or criminal, by reason of the fact that such person, such person's testator or intestate, is or was an employee of the Corporation or of any corporation which such person, such person's testator or intestate served as such at the request of the Corporation, or by reason of his or her alleged negligence or misconduct in the performance of his or her duties as such employee, may be indemnified by the Corporation against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him or her in connection with the defense of such action, suit, or proceeding, or in connection with any appeal therein, or in connection with the disposition thereof, provided, however, that no indemnification shall be provided to any such person if a judgment or other final adjudication adverse to the employee establishes that (A) his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and, in either case, were material to the cause of action so adjudicated, or (B) he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled. The right of indemnification

provided by this Section 7.03 shall not be deemed exclusive of any other rights to which such employee may be entitled apart from this Section 7.03.

EXHIBIT C
CERTIFICATE OF GOOD STANDING

See attached

State of New York
Department of State } **ss:**

I hereby certify, that the Certificate of Incorporation of GOODRICH CORPORATION was filed on 05/02/1912, under the name of THE B. F. GOODRICH COMPANY, fixing the duration as perpetual, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.

A Certificate of Amendment THE B. F. GOODRICH COMPANY, changing its name to GOODRICH CORPORATION, was filed 06/01/2001.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 26th day of June
two thousand and thirteen.*

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

EXHIBIT D

APPROVAL OF TRANSACTION AND SUB-DELEGATION
AND APPROVAL OF SIGNATURE AUTHORITY

See attached

GOODRICH CORPORATION
APPROVAL OF TRANSACTION AND
SUB-DELEGATION AND APPROVAL OF SIGNATURE AUTHORITY

I, the undersigned, Steve Croke, as President, Engine Components (the "Officer") of Goodrich Corporation (the "Company"), deem it in the best interests of the Engine Components business located at 104 Otis Street, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Facility") to enter into a lease with the Oneida County Industrial Development Agency (the "Agency") pursuant to an inducement agreement dated May 17, 2013 between the Agency and the Company (the "Inducement Agreement") and a Leaseback Agreement (as hereinafter defined), pursuant to which the Agency will grant its financial assistance in connection with a project consisting of the renovation of a 110,000± square foot manufacturing facility (the "Improvements").

Pursuant to a certain Delegation of Signature Authority by the Presidents of Goodrich Corporation, dated January 16, 2013 (the "Delegation"), and in accordance with the By-Laws and the policies and procedures of the Corporation, I hereby delegate (with no power to sub-delegate) on behalf of Goodrich Corporation, the authority to execute and deliver, documents in connection with the execution by Goodrich Corporation (the "Company") of the Company Lease dated as of July 1, 2013 by and between the Company and the Oneida County Industrial Development Agency (the "Agency") for the site located in Rome, New York (the "Leaseback Agreement") and any other agreements, documents, certificates or instruments as may become reasonably necessary to carry out and effectuate the Leaseback Agreement and the transactions contemplated thereby to the individuals listed on Exhibit A, hereto.

This delegation will expire on 7/31/13 unless revoked at an earlier date by the undersigned.

Dated this 26th day of JULY, 2013



Steve Croke

President, Engine Components

R

Exhibit A

Chad L. Sheline, General Manager, Power Transmission Systems

Jeffrey Reese, Director, Contracts and International Trade, Engine Components

EXHIBIT E
CERTIFICATES OF INSURANCE

See attached



CERTIFICATE OF PROPERTY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
07/23/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	
	PHONE (A/C, NO, EXT): 877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL: certificates@willis.com	
	ADDRESS:	
	PRODUCER CUSTOMER ID#: 219500	
	INSURER(S) AFFORDING COVERAGE	
INSURED Goodrich Corporation Four Coliseum Centre 2730 West Tyvola Rd. Charlotte, NC 28217	INSURER A: Factory Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC # 21482-004	

COVERAGES**CERTIFICATE NUMBER:** 20149440**REVISION NUMBER:**

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY (Attach Acord 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/>	PROPERTY	AG954	6/1/2013	6/1/2014	BUILDING	\$	
		CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY	\$
						BASIC	BUILDING	BUSINESS INCOME
		BROAD				CONTENTS	EXTRA EXPENSE	\$
		<input checked="" type="checkbox"/> SPECIAL					RENTAL VALUE	\$
		EARTHQUAKE				BLANKET BUILDING	\$	
		WIND				BLANKET PERS PROP	\$	
		FLOOD				<input checked="" type="checkbox"/> BLANKET BLDG & PP	\$Replacement	
						<input checked="" type="checkbox"/>	\$Cost	
							\$	
	INLAND MARINE	TYPE OF POLICY				\$		
	CAUSES OF LOSS	POLICY NUMBER				\$		
						\$		
	NAMED PERILS				\$			
	CRIME					\$		
	TYPE OF POLICY					\$		
						\$		
						\$		
	BOILER & MACHINERY/ EQUIPMENT BREAKDOWN					\$		
						\$		
						\$		
						\$		
						\$		
						\$		

SPECIAL CONDITIONS/OTHER COVERAGES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

See attached:-

CERTIFICATE HOLDER**CANCELLATION**

Oneida County Industrial Development Agency 584 Phoenix Drive Rome, NY 13441	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 24 (2009/09)

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Coll:4163256 Tpl:1652314 Cert:20149440



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Massachusetts, Inc.		NAMED INSURED Goodrich Corporation Four Coliseum Centre 2730 West Tyvola Rd. Charlotte, NC 28217	
POLICY NUMBER AG954			
CARRIER Factory Mutual Insurance Company	NAIC CODE 21482-004	EFFECTIVE DATE: 06/01/2013	
ADDITIONAL REMARKS			

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 24 FORM TITLE: CERTIFICATE OF PROPERTY INSURANCE

Special Conditions/Other Coverages

Companies Affording Coverage:

Insurer	Policy No.	Coverage
Factory Mutual Insurance Co.	AG954	45%
ACE American Insurance Co.	GPA D3786906-5	18.5%
Liberty Mutual Insurance Co.	YS2L9L430723-023	5%
Zurich American Ins. Co.	PPR 5471875-01	7%
XL America Ins. Co	US00062050PR13A	5%
Allianz	CLP 3014239	8%
Federal Insurance Co	6684820	11.5% of \$50M
Swiss Re	31-3-76130	11.5% of \$50M xs \$50M

Policy Limit: \$100,000,000

Description including contract number: SYRNY1 - #2184494v1 Leaseback

Contract Expiration Date: 7/1/2013 - 6/30/2024

Location of Property to be covered: 104 Otis Street, Rome NY 13441

Oneida County Industrial Development Agency and Becknell Investors Two LLC as the landlord are included as Loss Payees ATIMA.

Waiver of Subrogation applies per policy in favor of Oneida County Industrial Development Agency and Becknell Investors Two LLC as the landlord.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. ATTN: JANICE GORE 20 CHURCH STREET HARTFORD, CT 06103		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
S75450-UTC-GOOD-13-14	XS	LEASE	C	
INSURED GOODRICH CORPORATION FOUR COLISEUM CENTRE 2730 TYVOLA ROAD CHARLOTTE, NC 28217-3022		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Hartford Fire Insurance Co		19682
		INSURER B : National Union Fire Ins Co Pittsburgh PA		19445
		INSURER C : New Hampshire Ins Company		23841
		INSURER D : N/A		N/A
		INSURER E : N/A		N/A
		INSURER F : N/A		N/A

COVERAGES**CERTIFICATE NUMBER:**

NYC-006692198-01

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		02CSET10004 "\$2,000,000 GEN AGG - PER" "LOCATION/PROJECT" "\$10,000,000 POL. GEN AGG"	04/01/2013	04/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		02CSET10000 (A/O) 02CSET10019 (HI) "HARTFORD UNDERWRITERS INS"	04/01/2013 04/01/2013	04/01/2014 04/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	02HUT10021	04/01/2013	04/01/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	CT-EX-6636195 SIR 2.5 MM CA-033575360, FL-033575361 NJ-033575362, MULTI-033575363 MULTI-033575364, MA-033575365	04/01/2013 04/01/2013 04/01/2013 04/01/2013	04/01/2014 04/01/2014 04/01/2014 04/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C			MN-033575366, MULTI-033575367	04/01/2013	04/01/2014	
C			PA-033575368, MULTI-033575369	04/01/2013	04/01/2014	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: GOODRICH CORPORATION 104 OTIS STREET, ROME, NY 13441, SYRNY1 - #2184494v1 LEASEBACK AGREEMENT. PROJECT/CONTRACT TERM: 7/1/2013 - 6/30/2024. THE AGENCY AND THE LANDLORD IS/ARE INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS COMPENSATION) WHEN REQUIRED BY WRITTEN CONTRACT AND/OR AGREEMENT. REGARDING NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S), ENDORSEMENT IH 03 13 06 11 (COPIES ATTACHED) APPLIES TO AUTO AND GENERAL LIABILITY POLICIES. NOTICE OF CANCELLATION ENDORSEMENT FOR THE WORKERS' COMPENSATION POLICIES IS ATTACHED - WC 99 00 45.

CERTIFICATE HOLDER**CANCELLATION**

Oneida County Industrial Development Agency 584 Phoenix Dr. Rome, NY 13114	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. James T. Haggerty <i>James T. Haggerty</i>
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EXCERPTED FROM:

Policy Number: 02CSET10000

Effective Date: 04/01/2013



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

EXCERPTED FROM:

Policy Number: 02CSET10004

Effective Date: 04/01/2013



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

**NOTICE OF CANCELLATION AND NONRENEWAL TO
CERTIFICATE HOLDER**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 A.M. 04/01/2013 forms a part of Policy No.: WC 033-575-365
Issued to UNITED TECHNOLOGIES CORPORATION

By NEW HAMPSHIRE INSURANCE COMPANY

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

We shall provide written notice in accordance with state law in the event this policy is cancelled or nonrenewal, for any reason other than non payment of premium, to those entities set out in the schedule below.

Schedule

Notice will be mailed to:
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
584 PHOENIX DR
ROME, NY 13441

To the attention of: CHAIRMAN

Contract, Permit or Job Number: PROJECT GOODRICH CORPORATION 104 OTIS STREET, ROME, NY 13441
SYRNY1 - #2184494V1 LEASEBACK AGREEMENT. PROJECT/CONTRACT TERM: 07/01/2013 – 06/30/2024


AUTHORIZED REPRESENTATIVE

July 26, 2013

Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441

Re: *Oneida County Industrial Development Agency 2013 Real Estate Lease
(Goodrich Corporation Facility)*

Ladies and Gentlemen:

We have acted as counsel to the Oneida County Industrial Development Agency (the "Agency") in connection with the preparation of a certain Company Lease, dated as of July 1, 2013 (the "Company Lease") by and between Goodrich Corporation, a UTC Aerospace Company, doing business by and through its Power Transmission Systems business unit, a New York corporation with an address of 104 Otis Street, Rome, New York 13441 (the "Company") and Oneida County Industrial Development Agency (the "Agency"), a public benefit corporation organized and existing under the laws of the State of New York, having its office at 584 Phoenix Drive, Rome, New York 13441; a certain Leaseback Agreement dated as of July 1, 2013 (the "Leaseback Agreement") by and between the Agency and the Company; a certain Payment-in-Lieu-of-Tax Agreement, dated as of July 1, 2013 (the "PILOT Agreement") by and among New York Becknell Investors Two LLC, the Company and the Agency; a certain Job Creation and Recapture Agreement dated as of July 1, 2013 (the "Job Creation Agreement") by the Company and a certain Environmental Compliance and Indemnification Agreement, dated as of July 1, 2013 (the "Environmental Compliance and Indemnification Agreement") by the Company, all with respect to the Agency's 2013 Real Estate Lease (Goodrich Corporation Facility).

We have examined original or certified copies of the proceedings of the Agency, certificates of the Agency's officers, and executed counterparts of the Company Lease, the Leaseback Agreement, the Environmental Compliance and Indemnification Agreement, the PILOT Agreement and the Job Creation Agreement. We have also examined such statutes, court decisions, proceedings and other documents as we have considered necessary or appropriate in the circumstances to render the following opinion.

In addition, in rendering the opinion set forth below, we have relied upon the opinion of counsel to the Company, Diana Morales, Associate General Counsel, UTC Aerospace Systems, One Hamilton Rd., Windsor Locks, Connecticut 06096

. A copy of the aforementioned opinion is contained in the Transcript of Proceedings.

It is our opinion that:

1. The Agency is an industrial development agency duly established under Title 1, 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, as amended (collectively, the "Act"), and is a corporate governmental agency constituting a public benefit corporation of the State of New York.

2. Under the Act, it is the purpose of the Agency to promote, develop, encourage and assist in acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing industrial, manufacturing, warehousing, civic, commercial, recreation and research facilities, and the Agency has the power to acquire, construct, reconstruct, lease, improve, maintain, equip and furnish certain properties. In accordance with the Act, the Agency has determined to acquire a leasehold interest in the Facility pursuant to the Company Lease and to lease the Facility back to the Company under the Leaseback Agreement.

3. The Agency has power and lawful authority to execute and deliver the Company Lease, the Leaseback Agreement and the PILOT Agreement; to acquire a leasehold interest in the real property and the personal property described in the Company Lease; to lease the Facility from the Company pursuant to the Company Lease; to lease the Facility back to the Company pursuant to the Leaseback Agreement; and to perform and observe the provisions of the Company Lease, the Leaseback Agreement, the Environmental Compliance and Indemnification Agreement, the Job Creation Agreement and the PILOT Agreement (collectively, the "Agency Documents") on its part to be performed and observed.

4. By the Inducement Resolution duly adopted on May 17, 2013, the Agency has duly authorized the acquisition of a leasehold interest in certain property including, but not limited to, the Land, the Improvements and the Equipment (as defined in the Leaseback Agreement).

5. By the Authorizing Resolution duly adopted on June 28, 2013, the Agency has duly authorized the acquisition of a leasehold interest in the real property and personal property described in the Company Lease, the renovation and equipping of the Facility, the lease of the Facility back to the Company and the execution and delivery of the Agency Documents.

6. Neither the corporate existence of the Agency nor the entitlement of the present members or officers of the Agency to their respective offices is, in any manner, being contested.

7. The execution and performance of the Agency Documents and the transactions contemplated thereby will not violate any applicable provisions of existing law or regulation or its by-laws, or any decree, writ, order or injunction, and will not contravene the provisions or constitute a default under any agreement, indenture, bond resolution or other instrument to which the Agency is a party or by which the Agency is bound.

8. All action on the part of the Agency necessary for the execution and performance of the Agency Documents, and the other transactions on the part of the Agency contemplated by the Inducement Resolution and the Authorizing Resolution have been duly and effectively taken. Under existing law, no consent, authorization or approval of, or filing or registration with, any governmental or regulatory body is required for the execution or performance of the Agency Documents, or the transactions contemplated thereby, except the aforesaid action on the part of the Agency which has been duly and effectively taken.

9. As applied to the Agency, all requirements and conditions specified in the Act and all other applicable laws and regulations to the adoption of the Inducement Resolution and the Authorizing Resolution, and the acquisition of a leasehold interest in the Facility as contemplated in the Company Lease have been fulfilled.

10. There is no litigation pending or, to our knowledge, threatened in any court, either State or Federal, calling into question the creation, organization or existence of the Agency, the validity of the Agency Documents, or the authority of the Agency to acquire a leasehold interest in the real property or the personal property described in the Company Lease or to make or perform the Agency Documents.

11. The Agency Documents have been duly authorized, executed and delivered by the Agency and constitute legal, valid and binding obligations of the Agency enforceable in accordance with their respective terms.

12. The Agency has complied with the terms of the New York State Environmental Quality Review Act, and all applicable regulations thereunder in connection with the acquisition of the Facility.

13. To the best of our knowledge, the representations contained in Section 1.1 of the Leaseback Agreement are true as of the date hereof.

Oneida County Industrial Development Agency
July 26, 2013
Page 4 of 4

The foregoing opinions are qualified only to the extent that the enforceability of the Agency Documents may be limited by bankruptcy, insolvency or other laws of general application affecting the enforcement of creditors' rights generally.

The opinion expressed herein may be relied upon by Transaction Counsel in connection with their opinion relating to the real estate lease amendment and restatement.

Very truly yours,

Bond, Schneck & Herz, PLLC.

July 26, 2013

Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441

Re: *Oneida County Industrial Development Agency 2013 Real Estate Lease*
(Goodrich Corporation Facility)

Ladies and Gentlemen:

We have acted as transaction counsel in connection with the 2013 Real Estate Lease (Goodrich Corporation Facility) of the Oneida County Industrial Development Agency (Oneida County, New York) (the "Agency"). This real estate lease is made pursuant to (i) 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, as amended (the "Act"), (ii) an Inducement Resolution duly adopted by the Agency on May 17, 2013 (the "Inducement Resolution"), and (iii) an Authorizing Resolution duly adopted by the Agency on June 28, 2013 (the "Authorizing Resolution"), for the purpose of entering into a transaction in which the Agency will assist in the renovation of a 110,000± square foot manufacturing facility (the "Improvements") located on a 10.375± acre parcel of land situate at 104 Otis Street, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land"), including the creation of 14,000± square feet of green space, and the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of designing and manufacturing power transmission products for the aerospace and industrial markets (the Land, the Improvements and the Equipment are referred to collectively as the "Facility").

New York Becknell Investors Two LLC (the "Landlord") owns fee title to the Land and the Equipment and leases the same to Goodrich Corporation, a UTC Aerospace Company, doing business by and through its Power Transmission Systems business unit, a New York corporation having an address of Post Office Box 32, Rome, New York 13442 (the "Company") pursuant to a Lease Agreement dated April 20, 2001, as amended (the "Lease Agreement"). The Facility will be leased by the Company to the

Agency pursuant to a Company Lease, dated as of July 1, 2013 (the "Company Lease") by and between the Agency and the Company. The Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement dated as of July 1, 2013 (the "Leaseback Agreement") between the Agency and the Company. The Company will make payments in lieu of real estate taxes for ten years with respect to the Facility pursuant to a Payment in Lieu of Tax Agreement, dated as of July 1, 2013 (the "PILOT Agreement") by and among the Landlord, the Company and the Agency. The Company will indemnify and hold the Agency harmless from all environmental matters pursuant to an Environmental Compliance and Indemnification Agreement dated as of July 1, 2013 (the "Environmental Compliance and Indemnification Agreement") by the Company.

As transaction counsel, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such instruments, certificates and documents (including all documents constituting the Transcript of Proceedings with respect to the real estate transfer) (the "Transaction Documents") as we have deemed necessary or appropriate for the purposes of the opinions rendered below. In such examination, we have assumed the genuineness of all signatures, the authenticity and due execution of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to us as copies. As to any facts material to our opinion, without having conducted any independent investigation, we have relied upon, and assumed the accuracy and truthfulness of, the aforesaid instruments, certificates and documents.

In addition, in rendering the opinions set forth below, we have relied upon the opinion of counsel to the Company, Diana Morales, Associate General Counsel, UTC Aerospace Systems, One Hamilton Rd., Windsor Locks, Connecticut 06096 of even date herewith. A copy of the aforementioned opinion is contained in the Transcript of Proceedings.

Based upon and subject to the foregoing, we are of the opinion that:

1. The Agency is a duly organized and existing corporate governmental agency constituting a public benefit corporation of the State of New York.
2. The Agency is duly authorized to acquire a leasehold interest in, construct and equip the Facility.
3. The Authorizing Resolution has been duly adopted by the Agency and is in full force and effect.

4. The Leaseback Agreement has been duly authorized, executed and delivered by the Agency and is a legal, valid and binding obligation of the Agency, enforceable against the Agency in accordance with its terms.

The foregoing opinions are qualified to the extent that the enforceability of the Leaseback Agreement may be limited by bankruptcy, insolvency or other laws or enactments now or hereafter enacted by the State of New York or the United States affecting the enforcement of creditors' rights and by restrictions on the availability of equitable remedies and to the extent, if any, that enforceability of the indemnification provisions of the Leaseback Agreement may be limited under law.

In rendering the foregoing opinion, we are not passing upon and do not assume any responsibility for the accuracy, completeness, sufficiency or fairness of any documents, information or financial data supplied by the Agency, or the Company in connection with the PILOT Agreement or the Facility, and make no representation that we have independently verified the accuracy, completeness, sufficiency or fairness of any such documents, information or financial data.

We express no opinion as to the sufficiency of the description of the Land, the Improvements and the Equipment (as defined in Schedule A to the Leaseback Agreement) in the Leaseback Agreement, or any of the Agency Documents (as such terms are defined in Schedule A to the Leaseback Agreement) or as to the title to the Land, the Improvements or the Equipment. We express no opinion with respect to the availability of any specific remedy provided for in any of the Transaction Documents.

We express no opinion with respect to whether the Agency and the Company (i) have complied with the State Environmental Quality Review Act, (ii) have obtained any or all necessary governmental approvals, consents or permits or (iii) have complied with the New York Labor Law or other applicable laws, rules, regulations, orders and zoning and building codes, all in connection with acquisition, renovation, equipping and operation of the Facility and the lease of the Facility by the Agency to the Company.

Very truly yours,

Bond, Schenck & Berg, PLLC.

July 29, 2013

Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441

Re: Oneida County Industrial Development Agency 2013 Real Estate
Lease (Goodrich Corporation Facility)

Ladies and Gentlemen:

We have acted as counsel to Goodrich Corporation, a New York corporation having an address of 104 Otis Street, Rome, New York 13441 (the "Company"), a UTC Aerospace Company, doing business by and through its Power Transmissions Systems business unit, in connection with the preparation of a certain Company Lease, dated as of July 1, 2013 (the "Company Lease") by and between the Company and Oneida County Industrial Development Agency (the "Agency"), a public benefit corporation organized and existing under the laws of the State of New York, having its office at 584 Phoenix Drive, Rome, New York 13441; a certain Leaseback Agreement dated as of July 1, 2013 (the "Leaseback Agreement") by and between the Agency to the Company; a certain Environmental Compliance and Indemnification Agreement, dated as of July 1, 2013 (the "Environmental Compliance and Indemnification Agreement") by the Company; a certain Payment-in-Lieu-of-Tax Agreement, dated as of July 1, 2013 (the "PILOT Agreement") by and among the Company, New York Becknell Investors Two LLC and the Agency; a certain Job Creation and Recapture Agreement dated as of July 1, 2013 (the "Job Creation Agreement") by the Company; and a certain General Certificate of the Company, dated July 29, 2013 (the "Company Certificate"); all with respect to the Agency's 2013 Real Estate Lease (Goodrich Corporation Facility).



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We have examined original or certified copies of proceedings of the Company, certificates of officers of the Company and public officers and executed counterparts of the Company Lease, the Leaseback Agreement, the PILOT Agreement, the Environmental Compliance and Indemnification

Agreement and the Jobs Creation Agreement (collectively, the "Company Documents"), and the Company Certificate.

We have also examined organizational documents and records of the Company as certified in the Company Certificate and copies of which are annexed thereto, and made such investigation of law and/or fact that we deem necessary or advisable in order to render this opinion. For purposes of such examination, we have assumed the genuineness of all certificates and the authenticity of all documents submitted to us as original counterparts or as certified or photostatic copies; the genuineness of all signatures of all parties to the Company Documents other than on behalf of the Company; and the due authorization, execution and delivery of the Company Documents by and the enforceability thereof against all parties thereto other than the Company.

Whenever the phrase "to the best of our knowledge" is used in this opinion, it refers to actual knowledge of those attorneys in our firm who have been engaged in giving legal advice to, or representation of, the Company, and is based solely on inquiries of responsible officers of the Company made in connection with this opinion and a review of our files with respect to the Company, but no further investigation or review has been conducted. In that connection, we have relied solely upon the Company Certificate as to the factual matters contained in the Company Documents, although we have no reason to believe that the same are incorrect and in the course of our representation of the Company nothing has come to our attention which is contrary to the information contained in the Company Certificate.

Based solely on the foregoing examinations and on the assumptions, and subject to the qualifications, hereinbefore and hereinafter set forth and in reliance thereon, we are of the opinion that, as of the date hereof:

1. The Company is a corporation, duly organized, validly existing and in good standing under the laws of the State of New York.

2. The Company has the power and lawful authority to execute and deliver the Company Documents; and the Company Documents have each been duly authorized, executed and delivered on behalf of the Company and are each valid and enforceable obligations of the Company in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditor's rights generally, and subject to usual principles of equity.

3. The recording of the Company Lease and the Leaseback Agreement, or the memoranda thereof, in the office of the Clerk of Oneida County, New York, is the only recording required to give notice of the lease of the real property described therein. No re-filing or re-recording is required to maintain notice of the Company Lease or the Leaseback Agreement.

4. At the time of the transfer of leasehold interest in the Facility to the Agency, the Company owned a legal and valid leasehold interest in the real property described in the Leaseback Agreement.

5. No authorization or approval of any public regulatory body is required with respect to the transactions on the part of the Company contemplated by any of the Company Documents.

6. Neither the execution or the delivery of any of the Company Documents, nor the consummation of the transactions on the part of the Company therein contemplated, nor compliance with the terms, conditions or provisions thereof, contravenes the Company's Certificate of Incorporation or Bylaws, nor contravenes any provision of applicable law or regulations.

7. To the best of our knowledge, neither the execution or the delivery of any of the Company Documents, nor the consummation of the transactions on the part of the Company therein contemplated, nor compliance with the terms, conditions or provisions thereof, contravenes any order, decree, writ or injunction or requires consent under, or will result in a material breach of nor constitute (with due notice and/or lapse of time) default under any credit agreement, indenture, purchase agreement, guaranty or other instrument known to us to which the Company is a party or by which the Company may be bound or affected.

8. To the best of our knowledge, no Event of Default by the Company specified in any of the Company Documents and no event which, with notice or lapse of time or both, would become an Event of Default as specified in any such the Company Documents has occurred or is continuing.

9. To the best of our knowledge, there is no litigation pending or threatened in any court, either State or federal, which calls into question the creation, organization or existence of the Company, the validity of any of the Company Documents, the authority of the Company to make or perform any of the Company Documents or which can reasonably be expected to have a material adverse effect on the condition (financial or otherwise) of the

Company, nor is the Company in default with respect to any order of any court, governmental authority, or arbitration board or tribunal.

References to enforceability in this opinion letter are subject to:

- (a) The effect of bankruptcy, insolvency, reorganization, receivership, moratorium, general principles of equity and other similar laws affecting creditors' rights generally and shall include:
 - (i) the Federal Bankruptcy Code, including matters of turn-over, automatic stay, avoiding powers, fraudulent transfer, preference, discharge, conversion of a non-recourse obligation into a recourse claim, limitation on ipso facto and anti-assignment clauses and the coverage of pre-petition security agreements applicable to property acquired after a petition is filed;
 - (ii) all other Federal and state bankruptcy, insolvency, reorganization, receivership, moratorium, arrangement and assignment for the benefit of creditors laws that affect the rights and remedies of creditors generally;
 - (iii) state fraudulent transfer and conveyance laws; and
 - (iv) judicially developed doctrines relevant to any of the foregoing laws, such as substantive consolidation of entities.
- (b) The effect of generally applicable rules of law and judicial decisions that:
 - (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness;

- (ii) provide that forum selection clauses in contracts are not necessarily binding on the courts in the forum selected;
- (iii) limit the availability of a remedy under certain circumstances where another remedy has been elected;
- (iv) limit the right of a creditor to use force or cause a breach of the peace in enforcing rights;
- (v) relate to the sale or disposition of collateral or the requirements of a commercially reasonable sale;
- (vi) limit the enforceability of provisions releasing, exculpating or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, including, without limitation, to the extent the action or inaction involves gross negligence, negligence, recklessness, willful misconduct or unlawful conduct;
- (vii) may, where less than all of a contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange;
- (viii) limit or affect the enforceability of a waiver of a right of redemption;
- (ix) impose limitations on attorneys' fees or trustees' fees;
- (x) limit or affect the enforceability of contractual provisions respecting self-help or summary remedies without notice or opportunity for hearing or correction, if their operation would work a substantial forfeiture or impose a substantial penalty;

- (xi) limit the enforceability of provisions stating that rights or remedies are not exclusive, that every right and remedy is cumulative and may be exercised in addition to or with any other right or remedy or that the election of some particular remedy or remedies does not preclude recourse to one or more others or that failure to exercise or delay in exercise of rights or remedies will not operate as a waiver of any such right or remedy, or may otherwise render unenforceable in whole or in part certain rights and remedies (including any rights and remedies thereof which are in conflict with any laws governing foreclosure and disposition procedures);
 - (xii) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees and other costs;
 - (xiii) may permit a party who has materially failed to render or offer performance required by the contract to cure that failure unless a court determines that (x) permitting a cure would unreasonably hinder the aggrieved party from making substitute arrangements for performance, or (y) it was important in the circumstances to the aggrieved party that performance occur by the date stated in the contract; and
 - (xiv) limit or affect the enforceability of any provision that purports to prevent any party from becoming a mortgagee in possession notwithstanding any enforcement actions taken under the Company Documents.
- (c) The effect of general principles of equity, which shall include, without limitation, principles:
- (i) governing the availability of specific performance, injunctive relief or other equitable remedies, which generally place the award of such remedies, subject to certain guidelines, in the discretion of

the court to which application for such relief is made;

- (ii) affording equitable defenses (e.g., waiver, laches and estoppel) against a party seeking enforcement;
- (iii) requiring good faith and fair dealing in the performance and enforcement of a contract by the party seeking its enforcement;
- (iv) requiring reasonableness in the performance and enforcement of an agreement by the party seeking enforcement of the contract;
- (v) requiring consideration of the materiality of (x) a breach and (y) the consequences of the breach to the party seeking enforcement;
- (vi) requiring consideration of the impracticability or impossibility of performance at the time of attempted enforcement; and
- (vii) affording defenses based upon the unconscionability of the enforcing party's conduct after the parties have entered into the contract.

Each specific opinion rendered herein is further subject to the following assumptions:

- (a) The conduct of the parties to the transaction has complied with any requirement of good faith, fair dealing and conscionability;
- (b) There are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties, that would, in either case, define, supplement or qualify the terms of the Company Documents;
- (c) There has not been any mutual mistake of fact nor any misunderstanding, misrepresentation, fraud, duress or

undue influence in the inducement or effectuation of the transactions contemplated by the Company Documents;

- (d) The Agency has acted in good faith and without notice of any defense against the enforcement of any rights created by the transaction;
- (e) All pertinent statutes, judicial and administrative decisions, and rules and regulations of governmental agencies, constituting the laws of New York are generally available;
- (f) The constitutionality and validity of a relevant statute, rule, regulation or agency action is not in issue;
- (g) All documents required to be recorded, filed or indexed have been appropriately recorded, filed or indexed (as the case may be), all collateral covered thereby has been properly described, and the payment of all mortgage recording taxes, recording and filing fees and other charges payable in connection therewith has been made;
- (h) The enforceability of the Company Documents may be limited by bankruptcy, reorganization, insolvency, preference, fraudulent conveyance, moratorium, debtor/creditor and other laws of general application and equitable principles relating to or affecting the enforcement of creditors' rights;
- (i) All natural persons executing the Company Documents had the legal capacity to do so;
- (j) No approval, authorization or other action by, or filing with, any governmental authority, agency, or quasi-governmental agency or private corporation is required as a condition to the execution, delivery or performance by the Company of the Company Documents;
- (k) The accuracy of all information furnished to us, the genuineness of all signatures on original documents (except those of the Company), the authenticity of all documents submitted to us as certified, photostatic or

telecopied copies, the conformity to original and certified documents of all copies submitted to us as conformed, photostatic or telecopied copies and the legal capacity to sign of all individuals executing such documents;

- (l) The due execution and delivery by the Agency of the Company Documents executed and delivered by the Agency through its duly authorized partners, members, managers or officers;
- (m) The obligations of the Agency set forth in the Company Documents are its legal, valid, and binding obligations, enforceable against the Agency in accordance with the respective terms thereof
- (n) The Agency is validly existing and has the full power, authority and legal right to execute and deliver the Company Documents to which the Agency is a party and to carry out the transaction contemplated thereunder;
- (o) The Agency has complied with any order, rule and regulation or law which may be applicable to the Agency with regard to any aspect of the Company Documents;
- (p) The Agency has received adequate consideration for its execution and delivery of the Company Documents and the covenants and agreements made by it thereunder; and
- (q) The Company Documents have not been amended, modified, waived or supplemented, directly or indirectly, by any other agreement or understanding of the parties.

Except as specifically provided herein, this opinion does not address any of the following laws or issues:

- (a) Federal securities laws and regulations administered by the Securities Exchange Commission, state "Blue sky" laws and regulations, state securities laws, and laws and regulations relating to commodity (and other) futures and indices and other similar instruments;

- (b) Pension and employee benefit laws and regulations (e.g., ERISA);
- (c) Federal and state antitrust and unfair competition laws and regulations;
- (d) Compliance with fiduciary duty requirements;
- (e) Fraudulent transfer and fraudulent conveyance laws.
- (f) Accounts that are due from the United States or any State of the United States or any agency or department of the United States or any state and are subject to the Federal Assignment of Claims Act or similar state statutes;
- (g) Compliance with Federal or state environmental laws;
- (h) The status of title of the Company with respect to its property (whether real, personal or mixed, including, without limitation, the real property described in the Company Documents and/or the Company Documents), the adequacy of the legal description of any property (whether real, personal or mixed as set forth in the Company Documents and/or the Company Documents), the perfection or priority or rank of liens and security interests granted by the Company Documents or the recordation or filing of the liens and security interests granted by the Company Documents;
- (i) The enforceability of any provision contained in any of the Company Documents that states that any accounts, general intangibles, inventory, contract rights or proceeds thereof constitute real property;
- (j) The enforceability of any provision of the Company Documents which requires a person or entity to cause another person or entity to take or to refrain from taking action under circumstances in which such person or entity does not control such other person or entity;

- (k) The enforceability of any provision of the Company Documents purporting to waive any objection to the venue of, or the defense of forum non conveniens in, any action or proceeding, or to waive any rights to a jury trial, or to effect a choice of law governing law (other than the enforceability by a New York State Court under New York General Obligations Law Section 5-1401 of the choice of New York State law as the governing law of the Company Documents, subject, however, to the extent limited by the Constitution of the United States and by Section 1-105(2) of the NYUCC);
- (l) The effect of laws hereafter passed or court decrees hereafter decided which may limit or render unenforceable certain rights and remedies;
- (m) The enforceability of any provision contained in any of the Company Documents that states that the provisions of such document are severable;
- (n) The enforceability of any provision contained in any of the Company Documents purporting to grant a power of attorney that does not comply with any of the legal requirements for the valid granting of a power of attorney;
- (o) Any approvals required to be obtained by the Agency or any other party, other than the Company;
- (p) Any approvals, authorizations and/or other action that may be required in connection with any matters relating to zoning and/or building and/or environmental matters; and
- (q) Any approvals, authorizations or other action other than the execution and delivery of the Company Documents that may be required in connection with the rehabilitation or operation of the Land.

Our opinions set forth herein are based solely upon the Federal law of the United States of America, the laws of the State of New York and the laws of the State of Delaware. We have not examined, and we do not opine, either

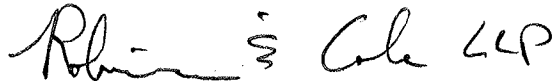
directly or indirectly, as to the law of any other jurisdiction, whether applicable directly or through New York law.

We express no opinion as to any matter other than as expressly set forth herein, and no such opinion is to, or may be, inferred or implied. This opinion is given as of the date hereof and is based upon facts and conditions currently known to us and the laws and regulations currently in effect, and we do not undertake, and hereby disclaim, any obligation to advise you of any change in the matters set forth herein.

This opinion is provided solely for the benefit of the addressee, and its successors and assigns, in connection with the transactions described and may not be relied upon by any other person without our prior written approval. Notwithstanding the foregoing, the opinions expressed herein may be relied upon by Bond Schoeneck & King PLLC as Transaction Counsel in connection with its opinion relating to the transactions described herein.

Very truly yours,

ROBINSON & COLE LLP

A handwritten signature in cursive script, appearing to read "Robinson & Cole LLP", is written over the typed name of the firm.