



BOND, SCHOENECK & KING, PLLC
ATTORNEYS AT LAW ■ NEW YORK FLORIDA KANSAS

April 19, 2010

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Joseph Surace, Assessor
City of Rome
198 North Washington Street
Rome NY 13440

*Re: Oneida County Industrial Development Agency 2010 Real Estate Lease
Griffiss Local Development Corp./Building 796/798 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, which sets forth the terms of the tax abatement that the Agency will grant to the Company effective July 27, 2010. Enclosed for your ease of reference is a Closing Summary Sheet that summarizes the benefits the Company will receive.

We direct your attention to the fact that all PILOT bills should be mailed directly to the Company.

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

Very truly yours,

Laura S. Ruberto
Paralegal

Enclosures

c: Attached Distribution List (w/enclosures)

Distribution List

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

Mr. Anthony R. Carvelli
Commissioner of Finance
Oneida County Finance Department
800 Park Avenue
Utica NY 13501

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

County of Oneida
Receiver of Taxes
800 Park Avenue
Utica, New York 13501

James F. Brown, Mayor
City of Rome
Rome City Hall
198 North Washington Street
Rome, New York 13440

Receiver of Taxes
City of Rome
Attn.: City Treasurer
198 North Washington Street
Rome, New York 13440

Patricia S. Riedel, President
Board of Education
Rome City School District
112 East Thomas Street
Rome, New York 13440

Jeffrey P. Simons, Superintendent of Schools
Rome City School District
112 East Thomas Street
Rome, New York 13440

Receiver of Taxes
Rome City School District
Attn.: Michelle Boek, Treasurer
112 East Thomas Street
Rome, New York 13440

7008 2810 0001 3423 9837

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 1.39
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.49

Postmark Here

Sent To: Assessor City of Rome
 Street, Apt. No., or PO Box No.: 198 N Washington ST
 City, State, ZIP+4: Rome NY 13440

PS Form 3811, August 2004 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><i>A. Jeff Payne</i></p> <p>B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery</p> <p><i>A. Jeff Payne</i> <i>4/20/10</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>1. Article Addressed to:</p> <p><i>Joseph Surace, Assessor City of Rome 198 N. Washington St Rome NY 13440</i></p>	<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (Transfer from service label)</p> <p><i>7008 2810 0001 3423 9837</i></p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	



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)

2. OCCUPANT (IF OTHER THAN IDA)
(If more than one occupant attach separate listing)

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

Name Griffiss Local Development Corp.
Street 153 Brooks Road
City Rome NY 13441
Telephone no. Day (315) 338-0393
Evening ()
Contact Steve DiMeo
Title Authorized Representative

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) Part of CTM 243.000-1-9 (land) and all of 243,000-1-1.9-3 (bdg)
b. Street address 725 Daedalian Drive
Griffiss Business & Technology Park
c. City, Town or Village Rome
d. School District Rome City School Dist
e. County Oneida
f. Current assessment
g. Deed to IDA (date recorded; liber and page)
8/21/2001 Book 3032 Page 319

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) See Exhibit A attached hereto and made a part hereof.
b. Type of construction
c. Square footage 46,792±
d. Total cost \$6,377,617
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)
July 29, 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 See Exhibit A and PILOT Agreement attached hereto and made a part hereof.
b. Projected expiration date of agreement July 29, 2024

Exhibit A

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

**Oneida County Industrial Development Agency
2010 Real Estate Lease**

(Griffiss Local Development Corporation/Building 796/798 Facility)

4. Brief Description of Facility:

Renovations to a 46,792± gross square foot building known as Building 796/798 (which includes the construction of a 24,563± gross square foot addition thereto) (collectively, the "Improvements") situated on a 4.526± acre parcel of land located at 725 Daedalian Drive, 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") all to be used for the coordination of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility").

5. Summarize PILOT Agreement:

With respect to that portion of the Facility that is occupied by BAE Systems National Security Solutions, Inc., CUBRC, Inc. and any portion of the GLDC Facility which GLDC hereafter subleases to a subtenant who uses the same for a purpose which the Agency determines would not be exempt from taxation under the Real Property Tax Law:

Years 1 – 5	GLDC pays 1/3 of taxes
Years 6 – 10	GLDC pays 1/2 of taxes
Years 11 – 15	GLDC pays 3/4 of taxes

With respect to that portion of the Facility that is occupied by Griffiss Institute, Inc. or GLDC:

Years 1 – 15	GLDC pays no taxes
--------------	--------------------

Exhibit A

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

**Oneida County Industrial Development Agency
2010 Real Estate Lease**

(Griffiss Local Development Corporation/Building 796/798 Facility)

4. Brief Description of Facility:

Renovations to a 46,792± gross square foot building known as Building 796/798 (which includes the construction of a 24,563± gross square foot addition thereto) (collectively, the "Improvements") situated on a 4.526± acre parcel of land located at 725 Daedalian Drive, 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") all to be used for the coordination of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility").

5. Summarize PILOT Agreement:

With respect to that portion of the Facility that is occupied by BAE Systems National Security Solutions, Inc., CUBRC, Inc. and any portion of the GLDC Facility which GLDC hereafter subleases to a subtenant who uses the same for a purpose which the Agency determines would not be exempt from taxation under the Real Property Tax Law:

Years 1 – 5	GLDC pays 1/3 of taxes
Years 6 – 10	GLDC pays 1/2 of taxes
Years 11 – 15	GLDC pays 3/4 of taxes

With respect to that portion of the Facility that is occupied by Griffiss Institute, Inc. or GLDC:

Years 1 – 15	GLDC pays no taxes
--------------	--------------------

GRIFFISS LOCAL DEVELOPMENT CORPORATION

and

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Oneida County Industrial Development Agency
2010 Real Estate Lease

(GRIFFISS LOCAL DEVELOPMENT CORPORATION/
BUILDING 796/798 FACILITY)

County of Oneida

and

City of Rome

and

Rome City School District

Tax Account Number: Part of CTM 243.000-1-1.9 (Land)
All of 243.000-1-1.9-3 (Building)

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS AGREEMENT, dated as of April 1, 2010, is by and between **GRIFFISS LOCAL DEVELOPMENT CORPORATION**, a not-for-profit local development corporation duly organized and validly existing under the laws of the State of New York, having its principal office at 153 Brooks Road, Rome, New York 13441 ("GLDC") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, an industrial development agency and a public benefit corporation of the State of New York having its principal office at 153 Brooks Road, Rome, New York 13441-4105 (the "Agency").

W I T N E S S E T H:

WHEREAS, the Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended, (the "Enabling Act"), and Chapter 372 of the 1970 Laws 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, GLDC has requested the Agency assist in a certain industrial development facility consisting of renovations to a 46,793± gross square foot building known as Building 796/798 (which includes the construction of a 24,563± gross square foot addition thereto) (collectively, the "Improvements") situated on a 4.526± acre parcel of land located at 725 Daedalian Drive, Griffiss Business and Technology Park, City of Rome, Oneida County, New York, more particularly set forth on Exhibit A attached hereto and made a part hereof (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment") all to be used for the coordination of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility"); and

WHEREAS, the United States of America, acting by and through the Secretary of the Air Force, conveyed a 20.680 ± acre parcel of real property ("Parcel F4B") to the Agency by means of a Quitclaim Deed (the "Deed") dated August 21, 2001 and recorded in the Oneida County Clerk's Office on January 7, 2002 in Book of Deeds 3032 at Page 319; and

WHEREAS, the Agency leases Parcel F4B to GLDC pursuant to a certain lease agreement dated as of December 1, 2001 (the "Prime Lease") between the Agency and GLDC, a

memorandum of which was recorded on January 7, 2002, in the Oneida County Clerk's office in Book of Deeds 3032 at Page 337; and

WHEREAS, the Agency and GLDC entered into a Partial Release of Lease Agreement dated as of April 1, 2010 (the "Release Agreement") whereby the Land (including any buildings, structures and other improvements thereon) is released from the demised premises described in the Prime Lease; and

WHEREAS, the Agency has agreed to lease the Facility to GLDC pursuant to a Lease Agreement dated as of April 1, 2010 between the Agency and GLDC (the "Lease Agreement") such that title will remain in the Agency throughout the Lease Term (as such term is defined in the Lease Agreement); and

WHEREAS, GLDC subleases a 12,518± gross square foot portion of the Facility (the "BAE Facility") to BAE Systems National Security Solutions, Inc. ("BAE") for its operation upon the terms and conditions set forth in a Sublease Agreement (the "BAE Sublease Agreement"), dated as of February 11, 2009; and

WHEREAS, GLDC subleases a 4,623± square foot portion of the Facility (the "CUBRC Facility") to CUBRC, Inc. ("CUBRC") for its operation upon the terms and conditions set forth in a Sublease Agreement (the "CUBRC Sublease Agreement") dated as of November 1, 2009; and

WHEREAS, GLDC proposes to sublease a 9,755± gross square foot portion of the Facility (the "GI Facility") to Griffiss Institute Inc. ("GI") for its operation upon the terms and conditions set forth in a Sublease Agreement (the "GI Sublease Agreement"), dated as of April 1, 2010; and

WHEREAS, GLDC shall retain a 19,896± gross square foot portion of the Facility for its operation (the "GLDC Facility"); and

WHEREAS, the Facility will be exempt from, among other things, 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 GLDC or the occupancy thereof by GLDC (the "Exempt Taxes") commencing on the first date of the Exemption Term, as that date is established by the parties and as described herein, because the Facility is, or will be, under the jurisdiction, supervision and/or control of the Agency and used for a purpose within the meaning of the applicable Constitutional and statutory provisions, including the Enabling Act, provided, however, such exemption will not extend to special assessments or ad valorem levies; and

WHEREAS, GLDC 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 Lease 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 Lease 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 and GLDC deem it necessary and proper to enter into an agreement making provision for payments-in-lieu-of-taxes and such assessments by GLDC to the City of Rome 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, 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 Lease 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. GLDC 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 Lease Agreement for which the Facility is not exempt, no later than the last day during which such payments may be made without penalty.

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

(a) With respect to the BAE Facility, the CUBRC Facility and any portion of the GLDC Facility which GLDC hereafter subleases to a subtenant who uses the same for a purpose which the Agency determines would not be exempt from taxation under the Real Property Tax Law:

(i) thirty-three and one-third percent (33 1/3%) of the Exempt Taxes from the first through and including the fifth Exemption Year; and

(ii) fifty percent (50%) of the Exempt Taxes from the sixth through and including the tenth Exemption Year; and

(iii) seventy-five percent (75%) of the Exempt Taxes from the eleventh through and including the fifteenth Exemption Year; and

(iv) one hundred percent of the Exempt Taxes after the fifteenth Exemption Year.

(b) With respect to the GI Facility and any portion of the GLDC Facility which GLDC uses for its own operations or which GLDC hereafter subleases to a subtenant who uses the same for a purpose which the Agency determines would be exempt from taxation under the Real Property Tax Law:

(i) zero percent (0%) of such taxes from the first through and including the fifteenth Exemption Year; and

(ii) one hundred percent (100%) of such taxes after the fifteenth Exemption Year.

Anything herein to the contrary, notwithstanding, this Agreement shall terminate on the date on which the Lease Agreement shall terminate and the Agency shall convey title to the Facility to GLDC pursuant to the Lease Agreement.

Anything herein to the contrary, notwithstanding, upon the failure of GLDC 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, GLDC shall henceforth pay as PILOT Payments one hundred percent (100%) of the Exempt Taxes together with interest at the rate of nine percent (9%) 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. GLDC 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 Facility was owned by GLDC and not by the Agency.

4. The PILOT Payments to be made by GLDC 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 GLDC by the Lease Agreement.

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, GLDC is required to pay any tax which the payments specified herein are intended to be in lieu of, GLDC 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 (if such difference is a positive number). Furthermore, inasmuch as the PILOT Payments herein agreed to be made by GLDC 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 GLDC 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 because of which, or in lieu of which, GLDC is obligated to make a payment hereunder, as if and to the same extent as if GLDC were the owner of the Facility. It is the further intent of the parties that GLDC will have all of the rights and remedies of a taxpayer as if and to the same extent as if GLDC were the owner of 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 ownership of the Facility, GLDC does not have the right to bring a proceeding to review such assessment under the Real Property Tax Law or any other law, then GLDC 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 GLDC in all respects in any such proceeding.

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

9. (a) If any term or provision hereof should be for any reason held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such term or provision will be deemed separate and independent and the remainder hereof will remain in full force and effect and will not be invalidated, impaired or otherwise affected by such holding or adjudication.

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

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

To the Agency:

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

With a copy to:

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

To GLDC:

Griffiss Local Development Corporation
153 Brooks Road
Rome, New York 13441-1405
Attn: Steven J. DiMeo, Authorized Representative

With a copy to:

Joseph E. Saunders, Esq.
Saunders, Kahler, Amoroso & Locke, L.L.P.
185 Genesee Street, Suite 1400
Utica, New York 13501

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

(d) This Agreement shall be governed by and construed in accordance with the law of the State of New York, exclusive of its conflicts of law principles.

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

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY


By: David C. Grow
David C. Grow
Its Chairman

GRIFFISS LOCAL DEVELOPMENT
CORPORATION

By: Steven J. DiMeo
Steven J. DiMeo
Its Authorized Representative

STATE OF NEW YORK)
) SS:
COUNTY OF ONEIDA)

On the 9th day of April, 2010, before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

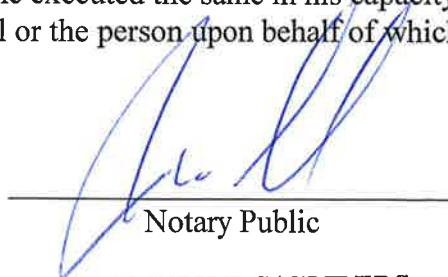


Notary Public

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

STATE OF NEW YORK)
) SS:
COUNTY OF ONEIDA)

On the 9th day of April, 2010 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

JOSEPH E. SAUNDERS
NOTARY PUBLIC, State of New York
Appointed in Oneida County
My Commission Expires Nov. 30, 2019

EXHIBIT A

LEGAL DESCRIPTION
(Building 796/Building 798 Parcel)

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 a Portion of Lands of Oneida County Industrial Development Agency (Building 796/Building 798 Parcel), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 50027, dated June 12, 2005, and last revised April 8, 2009, which said tract, piece or parcel of land is more particularly described as follows;

Beginning at the intersection of the proposed southeasterly street boundary of Phoenix Drive with the proposed northeasterly street boundary of Dedalian Drive; said point being South 45° 24' 43" East, 1,278.54 feet from a capped iron rod stamped "AFRL-43";

thence South 46° 55' 30" East along said proposed southeasterly street boundary of Phoenix Drive 612.51 feet to its intersection with the division line between the herein described parcel on the northwest and the lands of Oneida County Industrial Development Agency (reputed owner) on the southeast;

thence South 43° 18' 44" West along the last mentioned division line 322.79 feet to its intersection with the proposed northwesterly street boundary of Perimeter Road;

thence North 46° 49' 58" West along said proposed northwesterly street boundary of Perimeter Road 611.16 feet to its intersection with the aforementioned proposed northeasterly street boundary of Dedalian Drive;

thence North 43° 04' 19" East along said proposed northeasterly street boundary of Dedalian Drive 321.80 feet to the place of beginning, being 197,193.0± square feet or 4.526 acres, more or less.

SCHEDULE A

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

Receiver of Taxes
City of Rome
City Hall
198 North Washington Street
Rome, New York 13440
Attn.: City Treasurer

Receiver of Taxes
Rome City School District
112 East Thomas Street
Rome, New York 13440
Attn.: Michelle Boek, Treasurer

SCHEDULE B

EXEMPTION YEARS

<u>Exemption Year (Assessment Roll Year)</u>	<u>County/City Taxes</u>	<u>School Taxes</u>
Year One (07/27/2010)	01/01/2011 – 12/31/2011	07/01/2011 – 06/30/2012
Year Two (07/26/2011)	01/01/2012 – 12/31/2012	07/01/2012 – 06/30/2013
Year Three (07/31/2012)	01/01/2013 – 12/31/2013	07/01/2013 – 06/30/2014
Year Four (07/30/2013)	01/01/2014 – 12/31/2014	07/01/2014 – 06/30/2015
Year Five (07/29/2014)	01/01/2015 – 12/31/2015	07/01/2015 – 06/30/2016
Year Six (07/28/2015)	01/01/2016 – 12/31/2016	07/01/2016 – 06/30/2017
Year Seven (07/26/2016)	01/01/2017 – 12/31/2017	07/01/2017 – 06/30/2018
Year Eight (07/25/2017)	01/01/2018 – 12/31/2018	07/01/2018 – 06/30/2019
Year Nine (07/31/2018)	01/01/2019 – 12/31/2019	07/01/2019 – 06/30/2020
Year Ten (07/30/2019)	01/01/2020 – 12/31/2020	07/01/2020 – 06/30/2021
Year Eleven (07/28/2020)	01/01/2021 – 12/31/2021	07/01/2021 – 06/30/2022
Year Twelve (07/27/2021)	01/01/2022 – 12/31/2022	07/01/2022 – 06/30/2023
Year Thirteen (07/26/2022)	01/01/2023 – 12/31/2023	07/01/2023 – 06/30/2024
Year Fourteen (07/25/2023)	01/01/2024 – 12/31/2024	07/01/2024 – 06/30/2025
Year Fifteen (07/30/2024)	01/01/2025 – 12/31/2025	07/01/2025 – 06/30/2026