

## INDUCEMENT AGREEMENT AND PROJECT AGREEMENT

THIS INDUCEMENT AGREEMENT AND PROJECT AGREEMENT RELATING TO THE **BOOZ ALLEN HAMILTON INC. FACILITY** (the "AGREEMENT") is among the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Agency"), and **BOOZ ALLEN HAMILTON INC.**, a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with offices at 8283 Greensboro Drive, McLean, Virginia 22102 (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, 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. (a) The Company submitted an Application for Financial Assistance dated June 14, 2019 (the "Application"), as the Application may be amended from time to time, requesting the Agency assist with respect to the buildout of the first floor of a 32,110± square foot building (the "Existing Improvements"), comprised of 14,000± square feet (the "Improvements") situated on a 5.00± acre parcel of land located at 99 Otis Street, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and acquisition and installation of machinery, equipment, furnishings, fixtures, apparatus, building materials and other tangible personal property in the Improvements (the "Equipment"), all for the purpose of supporting the aerospace market (the Improvements and the Equipment are referred to collectively as the "Facility" and the constructing, reconstructing, improving, maintaining, equipping and furnishing of the Improvements is referred to as the "Project").

(b) The Agency owns the Land and the Improvements, 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 leases the same to 99 Otis Street, LLC (the "Landlord") pursuant to a Lease Agreement dated as of November 20, 2018 (the "Lease

Agreement”), and the Landlord subleases the Facility to the Company pursuant to a Sublease Agreement dated as of June 4, 2019 (the “Sublease Agreement”).

(c) The Company will buildout the Improvements, title to which will immediately vest in the Agency as fee owner of the Improvements.

(d) The Company will purchase the Equipment and lease the Equipment to the Agency pursuant to an Equipment Lease Agreement, and the Agency will lease the Equipment back to the Company pursuant to an Equipment Leaseback Agreement (the “Equipment 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 Project has not/did not commence(d) as of June 27, 2019.

1.05. The Agency has determined that the Project, as described in the Company’s Application will promote and further the purposes of the Act.

1.06. On June 27, 2019, 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 an Equipment 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 the Project, and such appointment includes the following activities as they relate to the Project, whether or not the Equipment or services described below are incorporated into or become an integral part of the Facility: (i) all purchases, leases, rentals and other uses of Equipment in connection with the Project, (ii) all purchases, rentals, uses or consumption of Equipment and services of every kind and description used in connection with the Project, and (iii) all purchases, leases, rentals and uses of Equipment, (including installation costs with respect thereto), installed or placed in, upon or under the Facility in connection with the Project, including all repairs and replacements of such Equipment. 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 Project, all with the same powers and with the same validity as the Agency could do if acting on its own behalf.

1.08. (a) In the Resolution, the Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from sales and use taxes on Equipment used or incorporated in the Facility in connection with the Project, which is consistent with 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 (collectively, the "Financial Assistance").

(b) Based upon representations made by the Company in the Application, the value of the Financial Assistance currently authorized by the Agency is as follows:

Sales and use tax exemption estimated at \$200,000.00 but shall not exceed \$220,000.00

1.09. It is understood and agreed by the parties that the purpose of the Agency's provision of Financial Assistance with respect to the Project is to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of the Facility to advance job opportunities, health, general prosperity and economic welfare of the people of Oneida County and to otherwise accomplish the public purpose of the Act.

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 (A) will adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for (i) an acquisition of leasehold interest in the Equipment from the Company, (ii) the equipping of the Facility in furtherance of the Project, and (iii) the leasing of the Equipment to the Company, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company and (B) shall enter into an Equipment lease-leaseback transaction pursuant to the terms of the Act, as then in force, for the purpose of financing certain costs of the Project.

2.02. That the Equipment 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 Project 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 fee or leasehold interest 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) buildout, construct, reconstruct, improve, maintain, equip and furnish the Facility within the scope of the Project (ii) complete the Project and (iii) 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 Project, 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 represented that it will (a) retain 158 full time equivalent employees at the Company's other facilities in the City of Rome, (b) create 60 full time equivalent employees at the Facility within three years and (c) maintain all 218 full time employees in the City of Rome for the full term of the Sublease Agreement, in each case as a result of undertaking the Project (the "Employment Obligation"). The Company acknowledges that the Financial Assistance is conditioned upon the Company maintaining the Employment Obligation for the term of the Sublease Agreement and failure to do so may result in the termination or recapture of Financial Assistance relating to the Project.

3.03. The Company will, to the extent deemed by it to be necessary or desirable, enter into a contract or contracts for the completion of the Project (including any necessary contracts for the acquisition of real property necessary or useful in said Project).

3.04. Contemporaneously with the closing of the Equipment lease-leaseback transaction the Company will enter into the Equipment 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 commercially 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 Project. 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 Project 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) that may occur subsequent to the date hereof by any cause whatsoever in relation to the Project including the failure to comply with the provisions of Article 3.05 hereof, or arising, directly or indirectly, out of the Project, 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 shall carry 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 commercially reasonably 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 Equipment 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 acquisition, construction, reconstruction, improvement, maintenance, equipping and furnishing 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. The Company certifies, under penalty of perjury, that it is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

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. Based upon representations made by the Company in the Application, the value of the sales tax to be abated relating to the Project is estimated at \$200,000.00. The Company acknowledges that the financial assistance currently authorized by the

Agency is limited to \$220,000.00, and the Agency is required by law to recapture the New York State portion of sales tax of any exemptions claimed by the Company that exceeds this amount.

3.10. If the Improvements are 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.

3.11. The Company shall provide annually, to the Agency, a certified statement and documentation: (i) enumerating the full time equivalent jobs retained and the full time equivalent jobs created as a result of the Financial Assistance, by category, including full time equivalent independent contractors or employees of independent contractors that work at the Facility, and (ii) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that was provided in the Application is still accurate, and if it is not still accurate, providing a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created. Exhibit A contains the form of annual certification as well as additional Project assessment information that the Agency requires, on an annual basis, to be submitted to the Agency by the Company. If the Company does not provide said annual certified statement to the Agency by the stated due date and such failure continues for ten (10) days after notice, a \$500.00 late fee will be charged to the Company for each subsequent thirty (30) day period the report is late beyond the due date, up until the time the report is submitted.

3.12. In accordance with Section 875(3) of the General Municipal Law, the policies of the Agency, and the Resolution, the Company covenants and agrees that it may be subject to recapture of any and all Financial Assistance if it is determined by the Agency that:

(a) the Company or its subagents, if any, authorized to make purchases for the benefit of the Project is not entitled to the sales and use tax exemption benefits; or

(b) the sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company or its subagents, if any; or

(c) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or

(d) the Company has made a material false or misleading statement, or omitted any information which, if included, would have rendered any information in the application or supporting documentation false or misleading in any material respect, on its application for Financial Assistance; or

(e) the Company fails to meet and maintain the Employment Obligation; or

(f) the Company failed to submit to the Agency its annual report so that the Agency can confirm that the Project is achieving the Employment Obligation and other objectives of the Project for more than thirty (30) days after notice in accordance with Section 3.11 hereof.

If the Agency determines to recapture any Financial Assistance, the Company agrees and covenants that it will (i) cooperate with the Agency in its efforts to recover or recapture any or all Financial Assistance obtained by the Company and (ii) promptly pay over any or all such amounts to the Agency that the Agency demands in connection therewith. Upon receipt of such amounts, the Agency shall then redistribute such amounts to the appropriate affected tax jurisdiction(s), unless agreed to otherwise by any tax jurisdiction(s). The Company further understands and agrees that in the event that the Company fails to pay over such amounts to the Agency, the New York State Tax Commissioner may assess and determine the New York State and local sales and use tax due from the Company, together with any relevant penalties and interest due on such amounts.

#### Article 4. General Provisions.

4.01. This AGREEMENT sets forth the terms and conditions under which Financial Assistance shall be provided to the Company; no Financial Assistance shall be provided to the Company prior to the effective date of this Agreement. This AGREEMENT shall remain in effect until the Equipment Leaseback Agreement becomes effective. It is the intent of the Agency and the Company that this AGREEMENT be superseded in its entirety by the amendment to 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 Equipment lease-leaseback transaction and the execution of the amendment to Lease 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 Equipment 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 Equipment lease-leaseback transaction and (vii) payment by the Company of the Agency's transaction fee and the fees and disbursements of bond 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 \$18,075.00, 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 equipment lease-leaseback transaction or complying with any requests after closing relating to the equipment lease-leaseback transaction.

4.04. This AGREEMENT and the Financial Assistance contemplated by the Agency hereunder shall be valid for a period of twelve (12) months from the Inducement Date. If for any reason the Equipment lease-leaseback transaction does not close on or before twelve (12) months from the Inducement Date, the Company shall submit a written request to the Agency describing the reasons for the delay and requesting this AGREEMENT be extended for a period of twelve (12) months under the same terms and conditions contained herein. If the Company has made exempt purchases during the initial term of the AGREEMENT, the Company shall pay to Agency and Transaction Counsel the out-of-pocket expenses and legal fees incurred in connection with the Project as of the extension date.

4.05. If for any reason the Equipment lease-leaseback transaction does not close on or before twelve (12) months from the Inducement Date and is not extended by written agreement of the parties, 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 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 acquisition, renovation and equipping of the Project;

(b) The Company shall assume and be responsible for any contracts for acquisition, construction, reconstruction, improvement, maintenance, equipping and furnishing 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.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this AGREEMENT to be effective as of June 27, 2019.

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: David C. Grow  
David C. Grow  
Chairman

BOOZ ALLEN HAMILTON INC.

By: \_\_\_\_\_  
Stephen Bell  
Director, Corporate Tax

## INDUCEMENT AGREEMENT AND PROJECT AGREEMENT

THIS INDUCEMENT AGREEMENT AND PROJECT AGREEMENT RELATING TO THE BOOZ ALLEN HAMILTON INC. FACILITY (the "AGREEMENT") is among the ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Agency"), and BOOZ ALLEN HAMILTON INC., a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with offices at 8283 Greensboro Drive, McLean, Virginia 22102 (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, 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. (a) The Company submitted an Application for Financial Assistance dated June 14, 2019 (the "Application"), as the Application may be amended from time to time, requesting the Agency assist with respect to the buildout of the first floor of a 32,110± square foot building (the "Existing Improvements"), comprised of 14,000± square feet (the "Improvements") situated on a 5.00± acre parcel of land located at 99 Otis Street, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and acquisition and installation of machinery, equipment, furnishings, fixtures, apparatus, building materials and other tangible personal property in the Improvements (the "Equipment"), all for the purpose of supporting the aerospace market (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the constructing, reconstructing, improving, maintaining, equipping and furnishing of the Improvements is referred to as the "Project").

(b) The Agency owns the Land and the Improvements, 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 leases the same to 99 Otis Street, LLC (the "Landlord") pursuant to a Lease Agreement dated as of November 20, 2018 (the "Lease Agreement"), and the Landlord subleases the Facility to the Company pursuant to a Sublease Agreement dated as of June 4, 2019 (the "Sublease Agreement").

(c) The Company will buildout the Improvements, title to which will immediately vest in the Agency as fee owner of the Improvements.

(d) The Company will purchase the Equipment and lease the Equipment to the Agency pursuant to an Equipment Lease Agreement, and the Agency will lease the Equipment back to the Company pursuant to an Equipment Leaseback Agreement (the "Equipment 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 Project has not/did not commence(d) as of June 27, 2019.

1.05. The Agency has determined that the Project, as described in the Company's Application will promote and further the purposes of the Act.

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 fee or leasehold interest 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) buildout, construct, reconstruct, improve, maintain, equip and furnish the Facility within the scope of the Project (ii) complete the Project and (iii) 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 Project, 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 represented that it will (a) retain 158 full time equivalent employees at the Company's other facilities in the City of Rome, (b) create 60 full time equivalent employees at the Facility within three years and (c) maintain all 218 full time employees in the City of Rome for the full term of the Sublease Agreement, in each case as a result of undertaking the Project (the "Employment Obligation"). The Company acknowledges that the Financial Assistance is conditioned upon the Company maintaining the Employment Obligation for the term of the Sublease Agreement and failure to do so may result in the termination or recapture of Financial Assistance relating to the Project.

3.03. The Company will, to the extent deemed by it to be necessary or desirable, enter into a contract or contracts for the completion of the Project (including any necessary contracts for the acquisition of real property necessary or useful in said Project).

3.04. Contemporaneously with the closing of the Equipment lease-leaseback transaction the Company will enter into the Equipment 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 commercially 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 Project. 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 Project 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.

3.10. If the Improvements are 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.

3.11. The Company shall provide annually, to the Agency, a certified statement and documentation: (i) enumerating the full time equivalent jobs retained and the full time equivalent jobs created as a result of the Financial Assistance, by category, including full time equivalent independent contractors or employees of independent contractors that work at the Facility, and (ii) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that was provided in the Application is still accurate, and if it is not still accurate, providing a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created. Exhibit A contains the form of annual certification as well as additional Project assessment information that the Agency requires, on an annual basis, to be submitted to the Agency by the Company. If the Company does not provide said annual certified statement to the Agency by the stated due date and such failure continues for ten (10) days after notice, a \$500.00 late fee will be charged to the Company for each subsequent thirty (30) day period the report is late beyond the due date, up until the time the report is submitted.

3.12. In accordance with Section 875(3) of the General Municipal Law, the policies of the Agency, and the Resolution, the Company covenants and agrees that it may be subject to recapture of any and all Financial Assistance if it is determined by the Agency that:

(a) the Company or its subagents, if any, authorized to make purchases for the benefit of the Project is not entitled to the sales and use tax exemption benefits; or

(b) the sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company or its subagents, if any; or

(c) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or

(d) the Company has made a material false or misleading statement, or omitted any information which, if included, would have rendered any information in the application or supporting documentation false or misleading in any material respect, on its application for Financial Assistance; or

(e) the Company fails to meet and maintain the Employment Obligation; or

(f) the Company failed to submit to the Agency its annual report so that the Agency can confirm that the Project is achieving the Employment Obligation and other objectives of the Project for more than thirty (30) days after notice in accordance with Section 3.11 hereof.

If the Agency determines to recapture any Financial Assistance, the Company agrees and covenants that it will (i) cooperate with the Agency in its efforts to recover or recapture any or all Financial Assistance obtained by the Company and (ii) promptly pay over any or all such amounts to the Agency that the Agency demands in connection therewith. Upon receipt of such amounts, the Agency shall then redistribute such amounts to the appropriate affected tax jurisdiction(s), unless agreed to otherwise by any tax jurisdiction(s). The Company further understands and agrees that in the event that the Company fails to pay over such amounts to the Agency, the New York State Tax Commissioner may assess and determine the New York State and local sales and use tax due from the Company, together with any relevant penalties and interest due on such amounts.

#### Article 4. General Provisions.

4.01. This AGREEMENT sets forth the terms and conditions under which Financial Assistance shall be provided to the Company; no Financial Assistance shall be provided to the Company prior to the effective date of this Agreement. This AGREEMENT shall remain in effect until the Equipment Leaseback Agreement becomes effective. It is the intent of the Agency and the Company that this AGREEMENT be superseded in its entirety by the amendment to the Leaseback Agreement, except for the indemnities and guarantee of indemnities contained herein, which shall survive.

IN WITNESS WHEREOF, the parties hereto have entered into this AGREEMENT to be effective as of June 27, 2019.

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: \_\_\_\_\_  
David C. Grow  
Chairman

BOOZ ALLEN HAMILTON INC.

By: \_\_\_\_\_  
Stephen Bell  
Director, Corporate Tax

STATE OF VIRGINIA )  
COUNTY OF ~~FAIRFAX~~ ) ss.:

Stephen Bell, being first duly sworn, deposes and says:

1. That I am the Director of Corporate Tax of Booz Allen Hamilton Inc. (the "Company") and that I am duly authorized on behalf of the Company to bind the Company and to execute this Agreement.
2. That the Company confirms and acknowledges that, as the occupant or operator of the Facility, receiving Financial Assistance for the Project, it is in substantial compliance with all applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

\_\_\_\_\_  
Stephen Bell

Subscribed and affirmed to me under penalties of perjury  
this 19 day of FEBRUARY 2020.

\_\_\_\_\_  
(Notary Public)

ANDREW CLIFFORD CARROLL  
NOTARY PUBLIC  
REG. #7742443  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES JAN. 31, 2023

EXHIBIT A  
FORM OF ANNUAL REPORT TO AGENCY

Project Code: 0 Fund Type: 0 Project Name:

**Schedule of Supplemental Information (Bonds/Notes or Straight Lease)**

**Project Owner and Address:**  
 Contact Name  
 Company  
 Address

Total Project/Lease Amount: \$  
 Benefited Project Amount: \$  
 Nonprofit?

Straight Lease End Date:  
 Bond/Note Amount: \$  
 Now tax revenues if no ex emptions granted:

Please check box if applicable:  
 Not all data is reported. Letter of explanation attached.

**2016 Tax Ex emptions - Amounts that would have been payable, AS TAXES, without IDA ex emptions.**

Sales Tax (ST)	Real Property Tax (RPT)	Mortgage Recording Tax (MR)	Total Tax Ex emptions (Sum of ST, RPT and MRT)	Total Ex emptions Net of RPTL Sec 485-b Ex emptions
State: \$	County: \$	\$	\$	\$
Local: \$	Local (sum of city/town/village): \$			
	School: \$			

**2016 Payments in Lieu of Taxes (PILOTS) Paid. DO NOT INCLUDE SPECIAL DISTRICT ASSESSMENT PAYMENTS (ie: sewer, water, lighting, etc. districts)**

County	Local (sum of city/town/village)	School District	Total PILOTS Paid	Code
\$	\$	\$	\$	0

**Straight Lease:** Identify method of financial assistance utilized by project, other than tax ex emptions claimed by project. Identify by amount and type:

--

**FORM CONTINUED ON NEXT PAGE**



Project Code: 0

Fund Type: 0

Project Name:

**Schedule of Supplemental Information Continues (Bonds/Notes or Straight Lease)**

Full-Time Equivalent (FTE) Jobs Created and Retained						
# FTE Employees at Project Location Prior to IDA Status	Original Estimate of Jobs to be Created	Original Estimate of Jobs to be Retained	# Current FTE Employees	# FTE Jobs Created During Fiscal Year	# FTE Jobs Retained During Fiscal Year	# FTE Construction Jobs Created during Fiscal Year

**FOR PROJECTS CLOSED AFTER JULY 2016 ONLY.** If the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created, that was provided in the original project application is still accurate, please check this box:  If the information is no longer accurate, complete chart below.

Salary and Fringe Benefits for Jobs to be Retained and Created:

Category of Jobs to be Retained and Created	# CURRENT FTE Per Category	Average Annual Salary or Range of Salary	Average Annual Fringe Benefits or Range of Fringe Benefits
Management			
Administrative			
Production			
Independent Contractor			
Other			

\*Contact Name (if different from page 1): \_\_\_\_\_  
 \*Contact Address (if different from page 1): \_\_\_\_\_

\*Contact Telephone: \_\_\_\_\_  
 \*Contact Fax: \_\_\_\_\_  
 \*Contact Email: \_\_\_\_\_  
 \*Person Completing Form: \_\_\_\_\_ \*Required

I certify that to the best of my knowledge and belief all of the information on this form is correct. I also understand that failure to report completely and accurately may result in enforcement of provisions of my agreement, including but not limited to avoidance of the agreement and potential claw back of benefits.

Signed: \_\_\_\_\_ (authorized company representative)  
 Date: \_\_\_\_\_

PROJECT CODE: 0

**Bonds and Notes Related to Project \***

(\*If you do not have a Bond, please skip this section)

Type of Debt:	Bond(s) <input checked="" type="checkbox"/> Note(s) <input type="checkbox"/>	Bond(s) <input checked="" type="checkbox"/> Note(s) <input type="checkbox"/>	Bond(s) <input checked="" type="checkbox"/> Note(s) <input type="checkbox"/>	Bond(s) <input checked="" type="checkbox"/> Note(s) <input type="checkbox"/>	Total
Date of Issue:					
Interest Rate:					
<ul style="list-style-type: none"> <li>At issuance</li> <li>If variable, applicable range</li> </ul>					
Outstanding Beginning of Fiscal Year:					
Issued During Fiscal Year:					
Paid During Fiscal Year:					
Outstanding End of Fiscal Year:					
Final Maturity Date:					Final maturity date of last outstanding bond:

Project Code: 0

Fund Type: 0

Project Name:

**Questions for Housing Projects ONLY**

(1) Describe the housing project constructed or renovated in detail (type of housing, number of units, etc.):

---

---

---

---

If construction or renovation is incomplete, when is the issuance of a Certificate of Occupancy anticipated? \_\_\_\_\_  
If available, please attach copy of Certificate of Occupancy.

(2) Describe how you changed the pre-Project use of the facility or property being utilized, for the Project.

---

---

---

---

(3) Did the project have any impact on the existing infrastructure or upgrades to the current infrastructure (water, sewer, electrical, gas, etc.)? If yes please provide detail and who you are working with at the applicable organization(s).

---

---

---

---

(4) If your project is a multi-use facility please provide details of the project, project square footage breakdown of non-housing to housing usage: detail the job creation and retention associated with the non-housing component.

---

---

---

---

(5) Does the project provide a community benefit? If yes, provide detail substantiating (reference the IDA policy).

---

---

---

---