

**AGREEMENT APPROVING PILOT TERMS
AND ALLOCATING PILOT PAYMENTS**

THIS AGREEMENT APPROVING PILOT TERMS AND ALLOCATING PILOT PAYMENTS (this "Agreement"), dated as of _____, 2018 (the "Execution Date"), is by, between and among **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation, having an office at 584 Phoenix Drive, Rome, New York 13441 (the "Agency"), **COUNTY OF ONEIDA**, a New York municipal corporation, having an office at the County Office Building, 800 Park Avenue, Utica, New York 13501 (the "County"), **ROME CITY SCHOOL DISTRICT**, a New York school district, having an office at 409 Bell Road, Rome, New York 13440 (the "School District"), **CITY OF ROME**, a New York municipal corporation, having an office at Rome City Hall, 198 North Washington Street, Rome, New York 13440 (the "City"), and **ROME INDUSTRIAL DEVELOPMENT CORPORATION**, a New York not-for-profit corporation and duly qualified Section 501(c)(3) organization under the Internal Revenue Code, having an office at 584 Phoenix Drive, Rome, New York 13441 ("RIDC"). The Agency, the County, the School District, the City and RIDC are also each referred to individually as a "Party" and, collectively, as the "Parties".

RECITALS:

A. From the 1920s until 2003, Rome Cable Corporation ("Rome Cable") and its predecessors owned and operated a wire manufacturing and spinning business on 61.338± acres of land located on the west side of South Madison Street, City of Rome, County of Oneida, State of New York (the "Rome Cable Site").

B. After years of business decline and financial struggle, Rome Cable and its affiliates commenced a reorganization proceeding under Chapter 11 of the U.S. Bankruptcy Code (the "Bankruptcy Code") on July 30, 2003, which reorganization proceeding was converted to a liquidation proceeding under Chapter 7 of the Bankruptcy Code on September 26, 2003, whereupon Rome Cable ceased operation and closed.

C. Following Rome Cable's bankruptcy and closure, it was determined that the Rome Cable Site constituted a "brownfield" site in need of environmental investigation, remediation, restoration and/or clean-up (collectively, the "Environmental Clean-Up") so to enable its eventual re-use and/or redevelopment.

D. The Parties acknowledge and agree that, as a "brownfield" site, the Rome Cable Site posed not only substantial environmental challenges, but also created potential legal and financial burdens for the City and the surrounding area.

E. On February 2, 2004, Rome Community Brownfield Restoration Corporation ("RCBRC") was formed as a New York not-for-profit corporation for the corporate purpose "to promote the development or re-use of property, including Brownfield sites within the City of Rome and its environs, to and including acting as an entity for title holding and managing said properties for economic development purposes".

F. In order to facilitate the Environmental Clean-Up of the Rome Cable Site, and its eventual re-use and re-development, the Agency proceeded to acquire the fee title to portions of the Rome Cable Site by means of (a) a Trustee's Deed from the Mary Fangio, as Trustee for Rome Cable Corporation, et. al., dated December 23, 2004 and recorded on January 11, 2005 in the Oneida County Clerk's Office as Instrument No. 2005-000683 (the "2004 Deed") and (b) a Trustee's Deed from Mary Fangio, Trustee in Bankruptcy appointed as such in the matter of "Rome Cable Corporation, et. al.", Debtors, dated June 20, 2008 and recorded on July 24, 2008 in the Oneida County Clerk's Office as Instrument No. 2008-012510 (the "2008 Deed").

G. The Agency leased to RCBRC (a) the 10.206± acre premises described in the 2004 Deed (the "2004 Leased Premises") pursuant to a Lease Agreement dated as of December 22, 2004 (said Lease Agreement, as the same has been or may be amended and/or restated from time to time, being the "2004 Agency Lease") and (b) the 49.651± acre premises described in the 2008 Deed (the "2008 Leased Premises") pursuant to a Lease Agreement dated as of July ____, 2008 (said Lease Agreement, as the same has been or may be amended and/or restated from time to time, being the "2008 Agency Lease").

H. In 2005, the Agency arranged for the 2004 Leased Premises to be placed into the NYS Environmental Restoration Program and the New York State Department of Environmental Conservation ("NYSDEC") has since been conducting the Environmental Clean-Up thereof (the "Environmental Clean-up of 2004 Leased Premises").

I. On January 10, 2005, RCBRC subleased a 4.428+/- acre portion of the 2004 Leased Premises to the predecessor in interest of Owl Wire & Cable LLC (the "Owl Wire Premises").

J. In 2008, the Agency arranged for the 2008 Leased Premises to be placed into the NYS Environmental Restoration Program and the NYSDEC has since been conducting the Environmental Clean-Up thereof (the "Environmental Clean-Up of the 2008 Leased Premises").

K. The Environmental Clean-Up of 2004 Leased Premises is substantially complete with the exception of that portion thereof which comprises the Owl Wire Premises (the 2004 Leased Premises, excepting the Owl Wire Premises, are hereinafter referred to as the "Remaining Portion of 2004 Leased Premises") and the Parties anticipate that the NYSDEC will issue a Certificate of Completion (with liability protections) with respect to such Remaining Portion of 2004 Leased Premises in the not too distant future.

L. The Environmental Clean-Up of 2008 Leased Premises is proceeding apace and the Parties anticipate that the same (including the demolition and removal of the former Rome Cable Building 4 complex situate thereon) will be substantially complete within the next few years and that the NYSDEC will thereupon issue a Certificate of Completion (with liability protections) with respect to such 2008 Leased Premises.

M. RIDC is a New York not-for-profit corporation formed for the corporate purposes, among others, "to foster, develop and aid the commercial, industrial, mercantile and financial interests of the City of Rome and its environs; to encourage, stimulate, advance and promote

industries and businesses now located therein; to attract new industry, commercial and business activity, and to do whatever may be deemed advisable to maintain, increase and encourage employment in the City of Rome and its environs”.

N. In anticipation of the NYSDEC issuing the aforesaid Certificates of Completion (with liability protections), RCBRC and RIDC have entered into or are about to enter into a project development agreement (the “PDA”), which PDA provides or will provide, among other things, that RIDC is to act as the “lead developer” of a project (the “Rome Cable Site Redevelopment Project” or the “Project”) to develop the Remaining Portion of 2004 Leased Premises, the 2008 Leased Premises and some adjoining parcels currently owned by the City and/or others (the “Adjoining Parcels”) (said Remaining Portion of 2004 Leased Premises, the 2008 Leased Premises and the Adjoining Parcels being hereinafter collectively referred to the “Land”) for use by manufacturing and/or other industrial end-users (each, individually, as “End-User” and, collectively, the “End Users”).

O. The legal description of the Land is set forth in Exhibit A attached hereto and made a part hereof, which Exhibit A shall be amended at the request of the Agency and/or RIDC to reflect changes in said legal description (regardless of whether said changes occur as the result of the acquisition of Additional Project Property (as such term is hereinafter defined), survey updates or otherwise.

P. The Parties have identified the first such End-User, to wit: Cold Point Corporation (“Cold Point”), a value manufacturer currently based in the City which plans to undertake a project to construct and operate a new, 45,000+/- sq. ft. manufacturing facility and related improvements on a 3.367+/- acre parcel which comprises part of the Remaining Portion of 2004 Leased Premises (the “Cold Point Project”).

Q. The Cold Point Project will enable Cold Point to retain 37+/- jobs and thereafter create at least 15+/- new jobs, all in the City, thereby enabling the City to stabilize and/or grow its population and strengthen its manufacturing base.

R. Cold Point has advised the Parties that it is critical that it commence the Cold Point Project as soon as possible in 2018 so that it can complete the same and commence manufacturing operations thereat by 2019.

S. The Parties acknowledge and agree that the Project (including the Cold Point Project) is expected to have a positive, perhaps transformative, impact on the City of Rome and its environs by, among other things, eliminating urban decay and/or blight, generating PILOT Payments and, eventually, real property taxes from real property which has been tax-exempt for more than fourteen (14) years, creating new manufacturing and/or industrial jobs, and otherwise enhancing community prosperity.

T. In addition to the Environmental Clean-Up heretofore undertaken by the NYSDEC, RCBRC has also undertaken to improve the Land by demolishing certain structures situate on the Remaining Portion of 2004 Leased Premises including the former Rome Cable Building 3

complex, and renovating and/or refurbishing certain structures situate on the Owl Wire Premises including the former Rome Cable Building 1 complex.

U. Notwithstanding the aforesaid work heretofore performed by or at the behest of NYSDEC and/or RCBRC, substantial additional work and improvements, and actions, relating to and/or in furtherance of the Project still need to be undertaken on or in the vicinity of the Land and/or elsewhere in order to maximize the development potential of the Land and make the same ready for its intended re-use and re-development by one or more End-Users including, without limitation, project engineering, planning and permitting, the payment of project administration, legal and financing costs, the construction of an electric substation on or near the Land, the construction of new sanitary and storm sewer lines, water lines, electric distribution lines, gas lines and other utility lines or facilities, the construction of an access road on the Land, the provision of major earthwork and general site preparation and development work on the Land including building and structure demolition, clearing and grubbing, grading, site compaction, and earthmoving activities, the construction of storm drainage improvements, the construction of retaining walls, and driveways, the rough grading of parking lots and the creation of building pads ready for development, the provision of funding to support the development of facilities, the acquisition of interests in real property and easements required for the Project, as well as the construction of various other items of on-site and off-site infrastructure and improvements (collectively, the Project-Related Improvements”).

V. In order to better facilitate the Rome Cable Site Redevelopment Project, RCBRC and/or each End-User has requested or will request the Agency, with respect to each New Facility (as such term is hereinafter defined), to undertake a “straight lease transaction”, as that term is defined in Section 854(15) of the General Municipal Law, for a “project”, as that term is defined in Section 854(4) of the General Municipal Law (the “Agency Project”), consisting of (a)(1) the acquisition by the Agency of an interest in all or some portion of the Land (to the extent that the Agency does not already have an interest therein), (2) the construction on such portion of the Land of buildings and related improvements (the “Agency Project Buildings and Related Improvements”), and (3) the acquisition of equipment (the “Agency Project Equipment”) and the installation of the same in or on the Agency Project Buildings and Related Improvements (the Land, the Agency Project Buildings and Related Improvements, and the Agency Project Equipment are hereinafter sometimes collectively referred to as the “Agency Project Facility”), and (b) the grant of certain other “Financial Assistance”, as that term is defined in Section 854(14) of the General Municipal Law, with respect to the foregoing including an exemption from sales taxes, mortgage recording taxes and real property taxes, and the lease of the Agency Project Facility from RCBRC and/or its End User assignee(s), and/or the leaseback of the Agency Project Facility to RCBRC and/or its End User assignee(s), pursuant to one or more lease agreements and one or more leaseback agreements.

W. In connection with the Agency Project, RCBRC and/or the End-User(s) have requested, or may request, the Agency to enter into one or more payment-in-lieu-of-tax agreements (each, an “Agency Project PILOT Agreement”) with RCBRC and/or its End User assignee(s), as the case may be (each, an “Agency Project PILOT Party”), pursuant to which the Agency Project PILOT Party will make payments in lieu of real property taxes (the “Agency Project PILOT Payments”) on each New Facility situate on the Land.

X. The Parties now desire to set forth their consent to each PILOT Agreement (as such term is hereinafter defined) and approve the essential terms of each PILOT Agreement described in **Exhibit B** hereto.

Y. Pursuant to the authority contained in Section 858(15) of the General Municipal Law and the case precedent of Palmateer v. Greene County Industrial Development Agency, 38 A.D.3d 1087 (3d Dept. 2007), the Parties also desire to set forth their agreement regarding the allocation of PILOT Payments (as such term is hereinafter defined) among RIDC and the Affected Tax Jurisdictions (as such term is hereinafter defined) for the entire term of each PILOT Agreement and any renewal thereof.

Z. Each Agency Project Facility is intended to encompass each building or group of buildings constructed as a New Facility on the Land, as designated by the Agency from time to time in a certain PILOT Agreement for each such New Facility that will be consistent with the terms, covenants and conditions set forth in **Exhibit B**.

NOW, THEREFORE, in consideration of the Recitals, the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** All capitalized terms used in this Agreement and not otherwise defined shall have the meaning set forth as follows:

“2004 Agency Lease” shall have the meaning ascribed to such term in Recital G hereof.

“2004 Deed” shall have the meaning ascribed to such term in Recital F hereof.

“2004 Leased Premises” shall have the meaning ascribed to such term in Recital G hereof.

“2008 Agency Lease” shall have the meaning ascribed to such term in Recital G hereof.

“2008 Deed” shall have the meaning ascribed to such term in Recital F hereof.

“2008 Leased Premises” shall have the meaning ascribed to such term in Recital G hereof.

“Additional Project Property” means any real property or interest in real property acquired by the Agency, RCBRC and/or RIDC on or after the Execution Date in connection with or in furtherance of the Project including, without limitation, any real property acquired in fee, any easement or right-of-way upon, across, over or under any real property, any leasehold interest or sub-leasehold interest in any real property, and any license in or right to use or occupy any real property, regardless of whether such real property or interest in real property adjoins or is appurtenant to the Land.

“Adjoining Parcels” shall have the meaning ascribed to such term in Recital N hereof.

“Affected Tax Jurisdictions” means the County, the School District and the City.

“Affected Tax Jurisdictions’ Fund” means that certain fund to be established and administered by the Agency for the benefit of the Affected Tax Jurisdictions. The Affected Tax Jurisdictions’ Fund is more particularly described in Section 3 FIRST hereof.

“Agency” means the Oneida County Industrial Development Agency, a New York public benefit corporation, having an office at 584 Phoenix Drive, Rome, New York 13441.

“Agency Project” shall have the meaning ascribed to such term in Recital V above.

“Agency Project Buildings and Related Improvements” shall have the meaning ascribed to such term in Recital V above.

“Agency Project Equipment” shall have the meaning ascribed to such term in Recital V above.

“Agency Project Facility” shall have the meaning ascribed to such term in Recital V above.

“Agency Project PILOT Agreement” shall have the meaning ascribed to such term in Recital W above.

“Agency Project PILOT Party” shall have the meaning ascribed to such term in Recital W above.

“Agency Project PILOT Payments” shall have the meaning ascribed to such term in Recital W above.

“Aggregate Annual PILOT Payment Allocation” means, with respect to the PILOT Year in question, the aggregate amount of all PILOT Payments allocated to an Affected Tax Jurisdiction under all of the PILOT Agreements. The Aggregate Annual PILOT Payment Allocation of an Affected Tax Jurisdiction for the PILOT Year in question shall be the aggregate amount of all PILOT Payments allocated to such Affected Tax Jurisdiction out of the Affected Tax Jurisdictions’ Funds established under all of the PILOT Agreements.

“Agreement” means this Agreement Approving PILOT Terms and Allocating PILOT Payments.

“Bankruptcy Code” shall have the meaning ascribed to such term in Recital B hereof.

“City” means the City of Rome, a New York municipal corporation, having an office at Rome City Hall, 198 North Washington Street, Rome, New York 13440.

“Cold Point” means Cold Point Corporation, a New York business corporation, having an office at 7500 Cold Point Drive, Rome, New York 13440

“Cold Point Project” shall have the meaning ascribed to such term in Recital P hereof.

“Completion Date” means, with respect to each New Facility, the earlier of (i) the taxable status date that such New Facility is reflected on the annual assessment roll or property record card as having a Certificate of Occupancy or (ii) the date that is one (1) year after the Construction Commencement Date for such New Facility.

“Construction Commencement Date” shall mean, with respect to each New Facility, the applicable taxable status date of the City following the date of the issuance of a building permit for such New Facility.

“Construction PILOT Payment Period Commencement Date” means, with respect to each New Facility, January 1 of the first year following the Construction Commencement Date for such New Facility.

“Construction PILOT Payment Period” means, with respect to each New Facility, the period of time (not to exceed one (1) year) beginning on the Construction PILOT Payment Period Commencement Date and continuing through and including the date immediately preceding the Permanent PILOT Payment Period Commencement Date.

“Construction PILOT Payment Period PILOT Year” means, with respect to each New Facility, the calendar year occurring during said Construction PILOT Payment Period.

“County” means the County of Oneida, a New York municipal corporation, having an office at the County Office Building, 800 Park Avenue, Utica, New York 13501.

“Early Termination Charge” shall have the meaning ascribed to such term in Section 4(b) hereof.

“Effective Date” shall have the meaning ascribed to such term in Section 16 hereof.

“End User” and “End Users” shall have the meanings ascribed to such terms in Recital N above.

“Environmental Clean-Up” shall have the meaning ascribed to such term in Recital C hereof.

“Environmental Clean-Up of 2004 Leased Premises” shall have the meaning ascribed to such term in Recital H hereof.

“Environmental Clean-Up of 2008 Leased Premises” shall have the meaning ascribed to such term in Recital J hereof.

“Excess SID Credit” shall have the meaning ascribed to such term in Section 2(c)(ii) hereof.

“Execution Date” means the date first set forth above.

“First PILOT Year of the Construction PILOT Payment Period” means, with respect to each New Facility, the PILOT Year which commences on the Construction Period PILOT Payment Commencement Date.

“First PILOT Year of the Permanent PILOT Payment Period” means, with respect to each New Facility, the PILOT Year which commences on the Permanent PILOT Payment Commencement Date.

“Funds” means the Affected Tax Jurisdictions’ Fund, the RIDC Project-Related Debt Service Payment Fund and the Rome Cable Site Redevelopment Project Fund.

“Land” shall have the meaning ascribed to such term in Recital N above. The Land is more particularly described in the legal description attached hereto and made a part hereof as Exhibit A. The legal description attached as Exhibit A shall be amended at the request of the Agency and/or RIDC to reflect changes in said legal description (regardless of whether such changes occur as a result of the acquisition of Additional Project Property, survey updates or otherwise).

“New Facility” means each building or group of buildings and related improvements constructed on the Land by an End User for which the Construction Commencement Date is after the date of this Agreement. Each New Facility shall include that portion of the Land upon which such building or group of buildings and related improvements have been constructed.

“NYSDEC” means the New York State Department of Environmental Conservation, a department of New York State government.

“Owl Wire Premises” shall have the meaning ascribed to such term in Recital I hereof.

“PDA” shall have the meaning ascribed to such term in Recital N hereof.

“Permanent PILOT Payment Period Commencement Date” means, with respect to each New Facility, the January 1 date immediately following the Completion Date.

“Permanent PILOT Payment Period” means, with respect to each New Facility, that period of time of up to twenty (20) years beginning on the Permanent PILOT Payment Period Commencement Date.

“Permanent PILOT Payment Period PILOT Year” means, with respect to each New Facility, (a) each calendar year occurring during said Permanent PILOT Payment Period up to, but not including, the last calendar year (or portion thereof) occurring during said Permanent PILOT Payment Period and (b) the last calendar year (or portion thereof) occurring during said Permanent PILOT Payment Period.

“PILOT Agreement” means each Agency Project PILOT Agreement.

“PILOT Allocation Agreement” means this Agreement.

“PILOT Extension Term” shall have the meaning ascribed to such term in Section 2(c)(iii) hereof.

“PILOT Party” means an Agency Project PILOT Party. A PILOT Party may be RIDC, RCBRC and/or one or more End Users or its or their assignees approved by the Agency.

“PILOT Payments” shall mean payments in lieu of real property taxes on a New Facility pursuant to an Agency Project PILOT Agreement.

“PILOT Year” means, with respect to each New Facility, each Construction PILOT Payment Period PILOT Year and each Permanent PILOT Payment Period PILOT Year.

“Project” shall have the meaning ascribed to such term in Recital N above.

“Project-Related Development Costs” means any costs relating to the development of the Project including, without limitation, the costs of making Project-Related Improvements.

“Project-Related Improvements” shall have the meaning ascribed to such term in Recital U above.

“RCBRC” means Rome Community Brownfield Restoration Corporation, a New York not-for-profit corporation, having an office at 584 Phoenix Drive, Rome, New York 13441.

“Remaining Portion of 2004 Leased Premises” shall have the meaning ascribed to such term in Recital K hereof.

“RIDC” means Rome Industrial Development Corporation, a New York not-for-profit corporation, having an office at 584 Phoenix Drive, Rome, New York 13441.

“RIDC Lenders” means those lenders to whom RIDC is obligated with respect to the RIDC Project-Related Debt.

“RIDC Project-Related Debt” means any debt incurred by RIDC for the purposes of financing and/or refinancing the hard and soft costs of making Project-Related Improvements and paying for other Project-Related Development Costs including, without limitation, the costs of the following: on-site and off-site wetlands mitigation, ongoing environmental monitoring and/or reporting, site development and infrastructure improvements, construction of access roads and parking improvements, the construction of an electric substation, the relocation of electric transmission and other utility lines, the construction of a gas yard, incentive financing to help offset the construction costs of manufacturing building, support facilities and other facilities, the purchase of real property in fee and other interests therein (e.g., easements), and all project administration, legal, accounting, design, engineering, planning, consulting, professional, permitting and governmental fees, lender closing costs and fees, and interest charges and other necessary capital expenditures for the Project. RIDC Project-Related Debt shall include any

monies which RIDC is obligated to set aside in order to maintain a minimum debt service coverage ratio of 1.2 to 1.0. Notwithstanding anything to the contrary contained herein, in order for any indebtedness incurred by RIDC to qualify as "RIDC Project-Related Debt", the same must first be approved by the Agency (after it first consults with RIDC), which approval shall not be unreasonably withheld, conditioned or delayed.

"RIDC Project-Related Debt Service Fund" means that certain fund to be established and administered by RIDC for the purpose of paying, prepaying and/or otherwise servicing RIDC Project-Related Debt (and to enable RIDC to maintain a minimum debt service coverage ratio of 1.2 to 1.0). The RIDC Project-Related Debt Service Fund is more particularly described in Section 3 SECOND hereof.

"Rome Cable" shall have the meaning ascribed to such term in Recital A hereof.

"Rome Cable Site" shall have the meaning ascribed to such term in Recital A hereof.

"Rome Cable Site Redevelopment Project Fund" means that certain fund to be established and administered by RIDC for the general purposes of financing, refinancing and/or otherwise funding various Project-Related Development Costs which are not financed, refinanced and/or otherwise funded by RIDC Project-Related Debt including, without limitation, (a) all costs associated with the acquisition of the Land, Additional Project Property or other interests in real property, and (b) all costs associated with the design, engineering, installation and/or construction of Project-Related Improvements. The Rome Cable Site Redevelopment Project Fund is more particularly described in Section 3 THIRD hereof.

"Rome Cable Site Redevelopment Project" shall have the meaning ascribed to such term in Recital N above.

"School District" means the Rome City School District, a New York school district, having an office at 409 Bell Road, Rome, New York 13440.

"SID Charges" means any special ad valorem levies, special assessments or other special district or improvement district or area charges.

"SID Credit" shall have the meaning ascribed to such term in Section 2(c)(i) hereof.

"SID Credit Amount" shall have the meaning ascribed to such term in Section 2(c)(i) hereof.

"SID Taxing Entity" means the Affected Tax Jurisdiction that levies SID Charges against all or any portion of the Land or any property abutting or adjoining the Land.

"Third-Party Consents" shall have the meaning ascribed to such term in Section 9 hereof.

“User Charges” means contractual and/or other charges imposed on a person or entity based on such person or entity’s actual use of services or facilities (e.g., water rents and sewer rents).

2. Approval of and Consent to PILOT Agreement(s); Special Districts, Special Assessments/Credit for SID Charges.

(a) (i) Each of the Affected Tax Jurisdictions hereby approves of and consents to one or more PILOT Agreements between the Agency and each PILOT Party approved by the Agency, which PILOT Agreements shall include terms and conditions approved by the Agency, provided the PILOT Agreements shall comply with the essential terms described in **Exhibit B** attached hereto and made a part hereof.

(ii) Each of the Parties acknowledges and agrees:

(A) that as long as the Land is exempt from taxation, such Land is also exempt from special ad valorem levies to the extent provided in Section 490 of the Real Property Tax Law.

(B) User Charges are not taxes, special ad valorem levies or special assessments.

(b) After the Execution Date, neither the City nor the County shall (i) create a special district or improvement district or area which abuts or adjoins the Land or which includes all or any portion of the Land within its territorial boundaries or (ii) amend an existing special district or special improvement district or area to change the assessment method from an ad valorem basis to a benefit basis, without the prior written consent of the Agency, RCBRC, RIDC and any End User(s) who would be obligated to pay any SID Charges associated therewith.

(c) (i) If for any reason a New Facility shall be subject to any SID Charges, notwithstanding the City and County’s agreement set forth in Section 2(b) above, then the amount of SID Charges assessed against such New Facility each year shall be applied as a dollar for dollar credit (the “SID Credit”) that shall reduce the PILOT Payments due from the End User with respect to such New Facility for the PILOT Year in which the SID Charges are due and payable. An amount equal to the SID Credit (the “SID Credit Amount”) shall be subtracted from the Aggregate Annual PILOT Payment Allocation of the Affected Tax Jurisdiction that levied the SID Charges (the “SID Taxing Entity”). Once the SID Credit Amount has been subtracted from the Aggregate Annual PILOT Payment Allocation of the SID Taxing Entity in question, the Agency shall then re-allocate said subtracted amount in the manner necessary to place the Affected Tax Jurisdictions (other than the SID Taxing Entity in question) and the Funds (other than the Affected Tax Jurisdictions’ Fund) in the same position that they would have been in had there been no SID Credit in the first place (or as nearly so as is possible). The provisions of this paragraph will not apply for any SID Charges or assessments requested by the End User and does not cover the imposition of any common area charges that may be levied, assessed or imposed by means of a Declaration.

(ii) If the SID Credit Amount for any year exceeds the Aggregate Annual PILOT Payment Allocation of the SID Taxing Entity in question, the excess amount (the "Excess SID Credit") shall be carried forward to subsequent years and applied each year to reduce the annual PILOT Payments due from the End User in question, and shall be subtracted from the Aggregate Annual PILOT Payment Allocation of the SID Taxing Entity in question, until the entire amount of the Excess SID Credit has been fully used.

(iii) If necessary, the term of the applicable PILOT Agreement(s) shall be extended for such period of time necessary for the entire Excess SID Credit to be applied to reduce PILOT Payments due from the End User in question (the "PILOT Extension Term"). During the PILOT Extension Term, such End User shall make annual PILOT Payments to the Agency in amounts equal to the real property taxes that would be due if the New Facility in question were owned by such End User and the Agency had no interest therein. The PILOT Payments during the PILOT Extension Term shall be allocated pro rata among the Affected Tax Jurisdictions in proportion to the amount of real property taxes that each Affected Tax Jurisdiction would receive if such New Facility was subject to normal taxation and will not be subject to the fixed allocation set forth in Section 3 of this Agreement. The Excess SID Credit shall be applied to reduce the SID Taxing Entity's share of PILOT Payments during the PILOT Extension Term until the entire remaining Excess SID Credit has been fully used.

3. Allocation of PILOT Payments by Agency. Each of the Affected Tax Jurisdictions acknowledges and agrees that, without the funding provided by the RIDC Project-Related Debt, there would not be a Project capable of making the payments under the PILOT Agreement(s). Accordingly, each of the Affected Tax Jurisdictions agrees that the Agency shall allocate the PILOT Payments received from each PILOT Party among the Affected Tax Jurisdictions' Fund, the RIDC Project-Related Debt Service Fund and the Rome Cable Site Redevelopment Project Fund in the following order of priority and amounts:

FIRST: During each PILOT Year (beginning with the PILOT Year comprising the Construction PILOT Payment Period) during the term of each PILOT Agreement and any renewal term thereof, the Agency shall (a) deposit into the Affected Tax Jurisdictions' Fund an amount equal to the PILOT Payments received by it multiplied by the percentage corresponding to such PILOT Year as set forth in **Column 2 of Exhibit C** attached hereto and made a part hereof and (b) then, within thirty (30) days from the Agency's receipt of the annual payment under the PILOT Agreement, pay over and distribute the Affected Tax Jurisdictions from the Affected Tax Jurisdictions' Fund the following proportional amounts thereof:

15.49% thereof to the County;

50.93% thereof to the School District; and

33.58% thereof to the City.

By way of illustration, if during the PILOT Year comprising the Construction PILOT Payment Period the Agency received \$30,000.00 in PILOT Payments from an End User with respect to a New Facility, the Agency would be obligated to

deposit the sum of \$6,000.00 into the Affected Tax Jurisdictions' Fund ($\$30,000.00 \times 20\% = \$6,000.00$). By way of further illustration, if during the fourteenth (14th) PILOT Year of the Permanent PILOT Payment Period the Agency received \$107,201.13 in PILOT Payments from an End User with respect to a New Facility, the Agency would be obligated to deposit the sum of \$32,160.34 into the Affected Tax Jurisdictions' Fund ($\$107,201.13 \times 30\% = \$32,160.34$).

SECOND: During each PILOT Year (beginning with the PILOT Year comprising the Construction PILOT Payment Period) during the term of each PILOT Agreement and any renewal term thereof, the Agency shall deposit into the RIDC Project-Related Debt Service Fund such proportion of the PILOT Payments received by it as are then remaining (after it has deposited the required amount into the Affected Tax Jurisdictions' Fund pursuant to paragraph FIRST above, as is necessary to enable RIDC to pay, prepay and/or otherwise service the RIDC Project-Related Debt (and maintain a minimum debt service coverage ratio of 1.2 to 1.0).

THIRD: During each PILOT Year (beginning with the PILOT Year comprising the Construction PILOT Payment Period) during the term of each PILOT Agreement and any renewal term thereof, the Agency shall deposit into the Rome Cable Site Redevelopment Project Fund all of the PILOT Payments received by it as are then remaining (after it has deposited (a) the required amount into the Affected Tax Jurisdictions' Fund pursuant to the paragraph FIRST above), and (b) the required amount, if any, into the RIDC Project-Related Debt Service Fund pursuant to paragraph SECOND above).

RIDC shall then allocate and distribute from the Rome Cable Site Redevelopment Project Fund all of such monies (but in such proportions as it deems necessary or advisable, in its sole discretion), to do any one or more of the following:

(a) finance, refinance and/or otherwise fund all costs associated with the acquisition of the Land and any Additional Project Property;

(b) finance, refinance and/or otherwise fund all costs associated with the design, engineering, installation and/or construction of Project-Related Improvements; and

(c) finance, refinance and/or otherwise fund any other Project-Related Development Costs.

Within thirty (30) days after a written request therefor, but not more often than once each calendar year, the Agency shall provide to the Affected Tax Jurisdictions such documentation as may be reasonably necessary for said Affected Tax Jurisdictions to verify the accuracy of the allocation and distribution of PILOT

Payments made by the Agency pursuant to this Agreement during the preceding calendar year.

As to each PILOT Agreement entered into by the Agency pursuant to this Agreement, the Agency shall provide to the Affected Tax Jurisdictions (1) a summary statement of the anticipated RIDC Project-Related Debt to be serviced by a portion of the PILOT Payments to be generated by such PILOT Agreement and (2) within (30) days after a written request therefor, copies of the promissory note(s) and related loan documents with respect to any such RIDC Project-Related Debt upon which a closing has occurred.

4. PILOT Agreement Provisions for the Benefit of RIDC Lenders.

(a) In addition to the essential terms described in Exhibit B, and other terms approved by the Agency, each PILOT Agreement shall contain such provisions as may be requested by RIDC in order to provide RIDC, and the RIDC Lenders, with assurances satisfactory to them, in their sole discretion, that such PILOT Agreement, the guarantees thereof and/or security instruments relating thereto, if any, may not be amended or modified without the written approval of the RIDC Lenders and will be enforceable against each End User (and other applicable obligors) at all times until the RIDC Project-Related Debt allocable to such End User has been indefeasibly paid in full to the RIDC Lenders.

(b) Without limiting the generality of the foregoing, if RIDC so requests, the PILOT Agreement shall provide that if, prior to the date that the RIDC Project-Related Debt allocable to an End User has been indefeasibly paid in full to the RIDC Lenders, the PILOT Agreement is set aside, invalidated or otherwise terminates or is terminated with respect to such End User then, and in any such event, and regardless of the reason therefor, the RIDC Project-Related Debt allocable to such End User shall be deemed (for the purposes of the PILOT Agreement) to have been "accelerated" thereby becoming immediately due and payable, in full, and such End User shall pay an early termination charge (the "Early Termination Charge") to the Agency in an amount equal to the then unpaid and outstanding combined principal balances of the "accelerated" the RIDC Project-Related Debt (including all interest and other sums due pursuant thereto or in connection therewith, e.g., prepayment penalties, hedge agreement "breakage" fees, etc.) allocable to such End User and that upon the Agency's receipt of such Early Termination Charge, it shall immediately deposit the same into the RIDC Project-Related Debt Service Fund, whereupon RIDC shall disburse the same in such amounts as are necessary to fully pay the unpaid and outstanding balance of the RIDC Project-Related Debt allocable to such End User to the RIDC Lenders, in full. The Early Termination Charge shall be deemed to be a PILOT Payment.

5. Assignment of PILOT Agreement(s) and Related Documents. As collateral security for the payment of the RIDC Project-Related Debt, the Agency agrees to assign its rights under each PILOT Agreement (as to each End User and/or New Facility), the payments due to the Agency under such PILOT Agreement except for the payments due to the Affected Taxing Jurisdictions under Section 3 hereof, the guarantees thereof and/or security instruments relating thereto, if any, and this Agreement to the RIDC Lenders to the extent necessary to enable said RIDC Lenders to enforce and fully collect upon their security for the RIDC Project-Related Debt

applicable to such End User and/or New Facility. Each such assignment shall be in form and content satisfactory to the Agency, RIDC and the RIDC Lenders, in their sole discretion. Each of the Affected Tax Jurisdictions hereby acknowledges and consents to each of such assignments. The Parties to this Agreement acknowledge and agree that the Parties shall be obligated to execute and deliver such other documents and/or agreements to confirm the terms, covenants and conditions of this Agreement and the PILOT Agreements and the priority of the allocation of the payments under the PILOT Agreements.

6. 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
Utica, New York 13501
Attn.: Linda E. Romano, Esq.

To the City: City of Rome
Rome City Hall
198 North Washington Street
Rome, New York 13440
Attn.: Mayor

With a Copy To: Gerard F. Feeney, Esq.
Corporation Counsel
City of Rome
Rome City Hall
198 North Washington Street
Rome, New York 13440

To the County: County of Oneida
County Office Building
800 Park Avenue
Utica, New York 13501
Attn.: Commissioner of Finance

With a Copy To: Peter M. Rayhill, Esq.
County Attorney
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

To the School District: Rome City School District
409 Bell Road
Rome, New York 13440
Attn.: Superintendent of Schools

With a Copy To: Ferrara Fiorenza PC
5010 Campuswood Drive
East Syracuse, New York 13057
Attn.: Joseph G. Shields, Esq.

To RIDC: Rome Industrial Development Corporation
584 Phoenix Drive
Rome, New York 13441
Attn.: President

With a Copy To: Saunders Kahler, L.L.P.
185 Genesee Street, Suite 1400
Utica, New York 13501
Attn.: Joseph E. Saunders, Esq.

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.

7. Special Obligation of Agency. (a) The obligations and agreements of the Agency contained herein and in any other instrument or document executed in connection herewith or therewith, and any instrument or document supplemental hereto or thereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent or employee of the Agency in his individual capacity, and the members, officers, agents and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby. The obligations and agreements of the Agency contained herein or therein shall not constitute or give rise to an obligation of the State of New York or of the County of Oneida, and neither the State of New York nor the County of Oneida shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues (if any) of the Agency derived and to be derived from the lease, sale or other disposition of the Agency Project Facility. The limitations on the obligations of the Agency contained in this Section 7 by virtue of any lack of assurance required by Section 7(b) hereof shall not be deemed to prevent the occurrence and full force and effect of any event of default pursuant hereto.

(b) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder or thereunder shall be sought or enforced against the Agency unless the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed

from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

9. Consents. Each Party represents and warrants to the other Parties that it has obtained all of the corporate and/or governing board approvals, consents and/or authorizations necessary for it to enter into this Agreement and that, with the exception of any Third-Party Consents (as hereinafter defined), it knows of no other approvals, consents and/or authorizations which would be needed in order for this Agreement to take effect. The Parties shall use their best efforts to obtain all third-party approvals, consents and/or authorizations, if any, required in order for this Agreement to take effect (collectively, the "Third-Party Consents"). The Parties hereby designate RIDC to determine which Third-Party Consents, if any, are required in order for this Agreement to take effect and to take the lead in obtaining any such Third-Party Consents.

10. Release of Land. If requested by the Agency and RIDC, the parties shall release all or any one or more portions of the Land from the operation of this Agreement.

11. Section Headings. The section headings contained in this Agreement are for convenience and reference only and shall not be used to interpret or construe provisions.

12. Further Assurances. The parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as may be reasonably necessary to give effect to the purposes of this Agreement and the Parties' agreements hereunder.

13. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Recitals. The Recitals set forth above are hereby incorporated into and made a part of this Agreement as if set forth in full herein.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

16. Effective Date. The effective date (the "Effective Date") of this Agreement shall be on the earlier of (a) the date on which RIDC determines and certifies to the other Parties, in writing, that all of the Third-Party Consents required in order for this Agreement to take effect have been obtained or (b) the date on which RIDC determines and certifies to the other Parties, in writing, that no Third Party Consents are required in order for this Agreement to take effect. Notwithstanding the preceding sentence, Section 2(b) and Section 9 of this Agreement shall be effective as of the Execution Date.

17. Entire Agreement; Amendments; Waivers. This Agreement (including the exhibits and schedules hereto) contains the entire agreement of the Parties with respect to the subject matter hereof and no oral statement or written matter prior to the date of this Agreement shall have any effect or force. This Agreement may not be changed, modified, amended, waived, superseded, renewed, extended or terminated orally, but only by an agreement in writing signed by the Parties or, in the case of a waiver, by the Party waiving compliance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement Approving PILOT Terms and Allocating PILOT Payments to be executed and delivered by their duly authorized officers as of the Execution Date.

AGENCY:

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By:



David C. Grow
Chairman

COUNTY:

COUNTY OF ONEIDA

By:

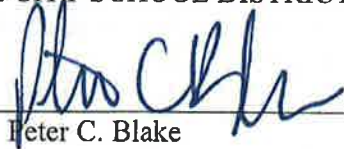


Anthony J. Picente, Jr.
County Executive

SCHOOL DISTRICT:

ROME CITY SCHOOL DISTRICT

By:




Peter C. Blake
Superintendent of Schools

CITY:

CITY OF ROME

By:



Jacqueline M. Izzo
Mayor

RIDC:

ROME INDUSTRIAL DEVELOPMENT
CORPORATION

By:



Ronald Edwards
President

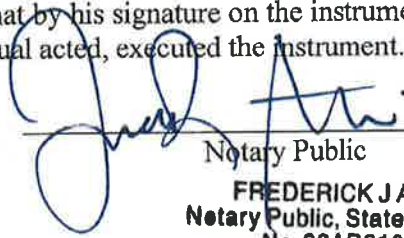
APPROVED
ONEIDA COUNTY ATTORNEY

BY: 

ASST ONEIDA COUNTY ATTORNEY

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

On this 17 day of August, 2018, before me, the undersigned, 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

FREDERICK J ARCURI
Notary Public, State of New York
No. 02AR6108720
Qualified in Oneida County
Commission Expires April 19, 2020

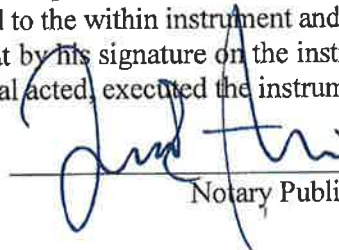
STATE OF NEW YORK)
) ss.:
COUNTY ONEIDA)

On this ____ day of _____, 2018, before me, the undersigned, personally appeared **ANTHONY J. PICENTE, JR.**, 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 NEW YORK)
) ss.:
COUNTY ONEIDA)

On this 27 day of August, 2018, before me, the undersigned, personally appeared **PETER C. BLAKE**, 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.

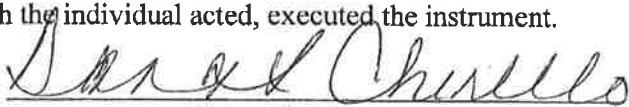


Notary Public

FREDERICK J ARCURI
Notary Public, State of New York
No. 02AR6108720
Qualified in Oneida County
Commission Expires April 19, 2020

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

On this 22 day of August, 2018, before me, the undersigned, personally appeared **JACQUELINE M. IZZO**, 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

DANA L. CHIRILLO
Notary Public in the State of New York
No. 01CH6221103
Qualified in Oneida County
My Commission Expires April 26, 2022

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

On this 24 day of August, 2018, before me, the undersigned, personally appeared **RONALD EDWARDS**, 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
David J. Rapke
Notary Public of New York
Qualified in Oneida County
No. 01RA4744031
My Commission Expires February 28, 2022

**PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,
I HEREBY CERTIFY THAT THE CITY OFFICER WHO
ENACTED THE SUBJECT CONTRACT ON BEHALF OF
THE CITY OF ROME HAD AUTHORITY AND POWER
TO SO ACT AND THAT SUCH CONTRACT IS IN
PROPER FORM AND PROPERLY EXECUTED.**

THE CITY OF ROME, NEW YORK

BY:



**GERARD F. FEENEY
CORPORATION COUNSEL**

EXHIBIT A

LEGAL DESCRIPTION OF LAND

CTM#s 242.000-1-7.1 and 242.000-1-54.1

ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate in the City of Rome, County of Oneida and State of New York, said parcel more particularly described as follows:

BEGINNING at a point located at the intersection of the southerly boundary of Henry Street with the westerly boundary of South Jay Street; thence S 41° 06' 39" W along said boundary 353.75 feet to its intersection with the division line between the herein described parcel on the north and the lands of the City of Rome on the south; thence N 48° 51' 41" W along said division line 63.94 feet to a point; thence S 41° 08' 19" W continuing along said division line 51.87 feet to its intersection with the division line between the herein described parcel on the north and the lands of The Lower South Jay Corporation (reputed owner) on the south; thence along the last mentioned division line the following eight (8) courses and distances:

1. N 38° 15' 24" W 137.33 feet to a point;
2. N 83° 15' 23" W 106.07 feet to a point;
3. S 51° 44' 36" W 259.93 feet to a point;
4. S 38° 15' 24" E 50.00 feet to a point;
5. S 51° 44' 36" W 125.00 feet to a point;
6. N 38° 15' 24" W 325.00 feet to a point;
7. S 51° 44' 36" W 200.00 feet to a point; and
8. S 38° 15' 24" E 350.00 feet to the southwesterly corner of lands now or formerly of

Walter Mokrzycki and Phyllis Mokrzycki as described in Deed Liber 1285 at Page 598; thence S 38° 15' 06" E along said division line 200.02 feet to its intersection with the westerly boundary of South Jay Street; thence S 51° 47' 04" W along said boundary 59.94 feet to its intersection with the division line between the herein described parcel on the northeast and the lands now or formerly of Theodore Banasiewicz and Effie Banasiewicz as described in Deed Liber 2101 at Page 514 on the southwest; thence N 38° 16' 10" W along said division line 200.00 feet to its intersection with the division line between the herein described parcel on the northeast and the lands of the City of Rome (reputed owner) on the southwest; thence along the last mentioned boundary the following four (4) courses and distances:

1. N 46° 15' 24" W a distance of 100.97 feet to a point;
2. S 51° 46' 38" W a distance of 446.25 feet to a point;
3. N 46° 15' 24" W a distance of 1675.48 feet to a point; and
4. N 43° 44' 36" E a distance of 910.84 feet to its intersection with the division line between

the herein described parcel on the southwest and the lands of Rome Strip Steel Co. (reputed owner) on the northeast; thence along said division line the following four (4) courses and distances:

1. S 54° 54' 51" E a distance of 1131.46 feet to a point;
2. N 51° 47' 41" E a distance of 278.52 feet to a point;
3. S 38° 09' 31" E a distance of 223.43 feet to a point; and

4. N 40° 57' 44" E along said division line 184.33 feet to its intersection with the aforementioned southerly boundary of Henry Street; thence S 48° 51' 58" E along said boundary 751.24 feet to the point of beginning, being 49.651± acres.

CTM# 242.000-1-7.5

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida, State of New York, said parcel being a portion of "Lot 4" as shown on the map entitled "Map showing Lands to be Conveyed to 421 Ridge Street, LLC" dated February 28, 2005 last revised September 8, 2005 prepared by Steven A. Roseen, LS of Cornerstone Land Surveying, said parcel more particularly described as follows:

BEGINNING at a point located at the intersection of the division line between the lands of Rome Cable Corporation on the west and the lands of The Lower South Jay Street Corporation on the west with the proposed division line between the herein described parcel on the east and lands designated as "Lot 3" on the west; Thence S 51° 44' 36" W along the first mentioned division line 74.00 feet to a point; Thence S 51° 44' 36" W through "Lot 4" a distance of 40.43 to a point on the first mentioned division line; Thence S 51° 44' 36" W along said division line 75.50 feet; Thence N 38° 15' 24" W along said division line 25.00 feet; Thence S 51° 44' 36" W along said division line 145.00 feet to its intersection with the division line between the herein described parcel on the north and lands designated as "Lot 6" on the south; Thence N 38° 15' 24" W along said division line 50.00 feet to its intersection with the aforementioned division line between the herein described parcel on the east and the lands designated as "Lot 3 on the west; thence N 51° 44' 36" E along the last mentioned division line 259.93 feet; Thence S 83° 15' 24" E continuing along the last mentioned division line 106.67 feet to the POINT OF BEGINNING, being 18,6821 square feet or 0.429± acre, more or less.

CTM# 242.000-1-54.5

ALL THAT PIECE OR PARCEL OF REAL PROPERTY lying and being in the City of Rome, County of Oneida and State of New York and bounded and described as follows:

BEGINNING at drill hole set in a concrete sidewalk on the northerly bounds of South Jay Street at its intersection with the division line between the lands now or formerly of the City of Rome on the east and the lands now or formerly of Rome Cable Corporation on the west; thence along the northerly bounds of South Jay Street S 66° 02' 23" W, 240.00 feet to a rebar set; thence N 23° 57' 37" W, 200.00 feet to a brass pin in concrete found; thence S 66° 02' 23" W, 420.00 feet to an iron pipe found; thence N 23° 57' 37" W, 350.00 feet to a rebar set; thence N 66° 02' 23" E, 200.00 feet to a rebar set; thence S 23° 57' 37" E, 325.00 feet to a rebar set; thence N 66° 02' 23" E, 270.00 feet to a nail set in the pavement; thence S 23° 57' 37" E, 25.00 feet to a nail set in the pavement; thence N 66° 02' 23" E, 75.50 feet to a railroad spike set; thence S 23° 59' 08" E to and along the westerly face of building No. 31 59.03 feet to a point on the southerly face of said building; thence along said southerly face of building No. 31 N 65° 47' 05" E, 40.40 feet to a point on the common wall between building No. 27 and No. 31; thence along said common wall and a continuation thereof N 23° 59' 08" W, 58.85 feet to a rebar set; thence N 66° 02' 23" E, 74.10 feet

to a rebar set; thence S 23° 57' 37" E, 200.00 feet to the point of beginning containing 2.809 acres of land.

Part of CTM# 242.000-1-7.2

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Rome, County of Oneida and State of New York, designated as "Complex 3 Parcel – Operable Unit #2" on a map entitled "Operable Unit Parcel Map for the Lands of Oneida County Industrial Development Agency, 500 Block Henry Street, Lot 1 of the Final Plat of Subdivision of Former Rome Cable Corporation Property, City of Rome, Oneida County, New York" made by David M. Sliski, PLS. No. 50105, dated June 1, 2018 which said tract or parcel of land is more particularly bounded and described as follows:

BEGINNING at a point on the northerly line of Henry Street at its intersection with the westerly line of South Jay Street; thence North 48 deg. 51 min. 58 sec. West along said line of Henry Street, a distance of 540.12 feet to a point on the division line between the lands now or formerly of Oneida County Industrial Development Agency as described in Instrument No. 2005-000683 on the southeast and the lands now or formerly of Worthington Steel Rome, LLC as described in Instrument No. 2015-005067 on the northwest; thence North 17 deg. 56 min. 10 sec. East along said division line, a distance of 297.58 feet to a point on the division line between the said lands of Oneida County Industrial Development Agency on the south and the lands now or formerly of Casalenuovo Realty on the north; thence along said division line, the following three courses and distances: 1.) South 71 deg. 57 min. 12 sec. East a distance of 488.84 feet to a point; thence 2.) North 18 deg. 01 min. 44 sec. East a distance of 15.74 feet to a point; and 3.) along a curve to the right having a radius of 1695.12 feet, length of 178.03 feet and chord of South 68 deg. 57 min. 44 sec. East, 177.95 feet to a point; thence through the said lands of Oneida County Industrial Development Agency, the following two (2) courses and distances: 1.) South 30 deg. 14 min. 39 sec. West a distance of 203.28 feet to a point; and 2.) along a curve to the left having a radius of 85.00 feet, length of 31.11 feet and chord of South 17 deg. 44 min. 46 sec. East, 30.93 feet to a point on the northerly line of Ridge Street; thence North 49 deg. 02 min. 48 sec. West along said line of Ridge Street, a distance of 23.39 feet to a point on the said line of South Jay Street; thence South 40 deg. 12 min. 53 sec. West along said line of South Jay Street, a distance of 265.19 feet to the Point of Beginning. Containing 5.778 acres of land, more or less.

CTM# 242.000-1-7.4

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida, and State of New York, more particularly shown as Tax Map Parcel #242.000-1-7.4 on the Tax Maps of the County of Oneida for the City of Rome as the same existed on June 22, 2018.

CTM# 242.000-1-59

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York, more particularly shown as Tax Map Parcel #242.000-1-59 on the Tax Maps of the County of Oneida for the City of Rome as the same existed on June 22, 2018.

EXHIBIT B

ESSENTIAL PILOT AGREEMENT TERMS

All PILOT Agreements entered into by the Agency with respect to an Agency Project Facility shall contain such terms as the Agency deems necessary or appropriate, provided such PILOT Agreements shall comply with the terms described in this Exhibit B.

A. Definitions. Capitalized terms used in this Exhibit B not otherwise defined in this Exhibit B shall have the meaning set forth in Section 1 of the Agreement Approving PILOT Terms and Allocating PILOT Payments to which this Exhibit B is attached (the "PILOT Allocation Agreement"). For purposes of this Exhibit B, the following terms shall have the meaning set forth opposite them:

"Adjusted Current Combined Tax Rate" means, with respect to any given PILOT Year of the Permanent PILOT Payment Period in question, the Initial Current Combined Tax Rate times the Tax Rate Adjustment Factor in each successive PILOT Year up to and including the PILOT Year in question. By way of illustration, if the Initial Current Combined Tax Rate were \$60.26906250 and the PILOT Year in question were PILOT Year 5, the Adjusted Current Combined Tax Rate for such PILOT Year 5 would be \$65.23717150, calculated as follows:

PILOT Year	Application of Tax Rate Adjustment Factor	Adjusted Current Combined Tax Rate
2	$\$60.26906250 \times 1.02=$	\$61.47444375
3	$\$61.47444375 \times 1.02=$	\$62.70393263
4	$\$62.70393263 \times 1.02=$	\$63.95801128
5	$\$63.95801128 \times 1.02=$	\$65.23717151

"Adjusted PILOT Value" means the PILOT Value times the PILOT Value Adjustment Factor.

"Aggregate Annual PILOT Payment Allocation" means, with respect to the PILOT Year in question, the aggregate amount of all PILOT Payments allocated to an Affected Tax Jurisdiction under all of the PILOT Agreements. The Aggregate Annual PILOT Payment Allocation of such an Affected Tax Jurisdiction for the PILOT Year in question shall be aggregate amount of all PILOT Payments allocated to such Affected Tax Jurisdiction out of the Affected Tax Jurisdictions' Funds established under all of the PILOT Agreements.

"Applicable Square Footage" means the gross square footage of a building or space within a building, as the case may be, to be taken into account for purposes of calculating the PILOT Payments for that building. The Agency shall determine the Applicable Square Footage for each different type of New Facility in the manner described in this Exhibit B.

"Completion Date" means, with respect to each New Facility, the earlier of (a) the taxable status date that such New Facility is reflected on the annual assessment roll or property

record card as having a Certificate of Occupancy, or (b) the date that is one (1) year after the Construction Commencement Date for such New Facility.

"Construction Commencement Date" means, with respect to each New Facility, the applicable taxable status date of the City following the date of the issuance of a building permit for such New Facility.

"Construction PILOT Payment Period" means, with respect to each New Facility, the period of time (not to exceed one (1) year) beginning on the Construction PILOT Payment Period Commencement Date and continuing through and including the date immediately preceding the Permanent PILOT Payment Period Commencement Date.

"Construction PILOT Payment Period Commencement Date" means, with respect to each New Facility, January 1 of the first calendar year following the Construction Commencement Date for such New Facility.

"Construction PILOT Payment Period PILOT Year" means, with respect to each New Facility, the calendar year occurring during said Construction PILOT Payment Period.

"Current Combined Tax Rate" means with respect to any given PILOT Year, the Affected Tax Jurisdictions' then current combined tax rate per \$1,000 of assessed valuation.

"Excess SID Credit" shall have the meaning ascribed to such term in Paragraph E.2. hereof.

"Initial Current Combined Tax Rate" means the Current Combined Tax Rate in PILOT Year 1 of the Permanent PILOT Payment Period in question.

"Manufacturing Building" means a building which consists primarily of Manufacturing Space.

"Manufacturing Space" means space within a building to be used primarily for manufacturing, fabricating, assembling, packaging, processing, treating, warehousing and/or distributing products. Manufacturing Space also shall include administrative office space and/or support space located within a Manufacturing Building.

"New Facility" means each building or group of buildings and related improvements constructed on the Land for which the Construction Commencement Date is after the date of this Agreement. Each New Facility shall include that portion of the Land upon which such building or group of buildings and related improvements have been constructed.

"Other Facility" means a building located on the Land other than a Manufacturing Building. The plural of Other Facility is "Other Facilities". Other Facilities shall not include standalone Support Facilities.

"Permanent PILOT Payment Period Commencement Date" means, with respect to each New Facility, the January 1 date immediately following the Completion Date.

"Permanent PILOT Payment Period" means, with respect to each New Facility, that period of time of up to twenty (20) years beginning on the Permanent PILOT Payment Period Commencement Date.

"Permanent PILOT Payment Period PILOT Year" means, with respect to each New Facility, (a) each calendar year occurring during said Permanent PILOT Payment Period up to, but not including, the last calendar year (or portion thereof) occurring during said Permanent PILOT Payment Period and (b) the last calendar year (or portion thereof) occurring during said Permanent PILOT Payment Period.

"PILOT Value Adjustment Factor" means, with respect to each Permanent PILOT Payment Period PILOT Year, the corresponding percentage figure set forth in Schedule 2 to this Exhibit B.

"PILOT Extension Term" shall have the meaning ascribed to such term in Paragraph E.3. hereof.

"PILOT Rate Adjustment Date" shall have the meaning ascribed to such term in Paragraph D.1. hereof.

"PILOT Value" means the value of a New Facility determined in the manner described in this Exhibit B by multiplying the Applicable Square Footage of such New Facility times the PILOT Value Per Square Foot Rate.

"PILOT Value Per Square Foot Rate" means the value per square foot that shall be used to calculate the PILOT Value for each New Facility in the manner described in this Exhibit B. The PILOT Value Per Square Foot Rates for each such New Facility are as set forth in Schedule 1 to this Exhibit B. The PILOT Value Per Square Foot Rates shall be adjusted on the dates and in the manner described in Paragraph D of this Exhibit B.

"PILOT Year" means, with respect to each New Facility, the Construction PILOT Payment Period PILOT Year and each Permanent PILOT Payment Period PILOT Year.

"Proprietary Sublease" shall have the meaning ascribed to such term in Paragraph B.4. hereof.

"SID Charges" means any special ad valorem levies, special assessments or other special district or improvement district or area charges.

"SID Credit" shall have the meaning ascribed to such term in Paragraph E.1. hereof.

"SID Credit Amount" shall have the meaning ascribed to such term in Paragraph E.1. hereof.

“*SID Taxing Entity*” shall have the meaning ascribed to such term in Paragraph E.1. hereof.

“*Support Facilities*” means standalone utility buildings, gas yards, electrical service buildings, electrical sub-stations, generators and co-gen facilities, guard or security stations, water and wastewater treatment facilities, parking structures, construction management buildings, and similar facilities that support the construction and operation of Manufacturing Buildings. The singular of Support Facilities is “Support Facility”.

“*Tax Rate Adjustment Factor*” means 1.02.

B. Obligation to Make PILOT Payments - General

1. Prior to Construction PILOT Payment Period Commencement Date. No PILOT Payments shall be required prior to the Construction PILOT Payment Period Commencement Date for each New Facility.

2. Duration of PILOT Payments Beginning on the Construction PILOT Payment Period Commencement Date for each New Facility and continuing thereafter for up to twenty one (21) years, the End User shall pay the Agency annual PILOT Payments with respect to such New Facility, in the amounts determined as described in this Exhibit B. With respect to each such New Facility situate on the Land, such New Facility shall, upon the expiration or termination of the Permanent PILOT Payment Period, become subject to real property taxation or the End User of that New Facility shall be required to make PILOT Payments in an amount equal to 100% of real property taxes that would be due if the Agency had no interest in that New Facility.

3. Payments During Construction PILOT Payment Period. PILOT Payments during the Construction PILOT Payment Period for each New Facility shall equal the payment amount calculated in the manner described in Paragraph C below, based on the expected nature and use of such New Facility as described in the plans and specifications for such New Facility, multiplied by the percentage of completion as of the taxable status date used by the City for its annual assessment rolls. The End User shall certify the percentage of completion based on construction requisitions and other construction documents.

4. Exempt Uses. Notwithstanding anything herein to the contrary, in any year in which a New Facility, or portion thereof, is leased or occupied by education or other tax-exempt organizations described in New York Real Property Tax Law Section 420-a, and is not used for non-exempt uses, no PILOT Payment shall be required for such New Facility, or portion thereof. If, however, a New Facility is leased or occupied by education or other tax-exempt organization described in New York Real Property Tax Law Section 420-a and is being subleased to a proprietary or taxable entity having exclusive use and/or possession of such New Facility or portion thereof (a “Proprietary Sublease”), then PILOT Payments shall be required for such New Facility, or portion thereof that is the subject of a Proprietary Sublease.

C. Calculation of Annual PILOT Payment due during Permanent PILOT Payment Period.

1. Classification and Measurement of New Facilities for PILOT Purposes. During the Permanent PILOT Payment Period, the PILOT Payments for each New Facility shall be based on the classification of the building as a Manufacturing Building, a Support Facility or as an Other Facility. The Agency shall classify each New Facility, and determine the appropriate measurement of the Applicable Square Footage of each New Facility, based on plans and specifications and other information provided by the End User.

2. Formula for Calculating PILOT Payments. In general, subject to the specific terms described herein, during the Permanent PILOT Payment Period the annual PILOT Payment for each New Facility shall be calculated as follows:

Applicable Square Footage x PILOT Value Per Square Foot Rate = PILOT Value

PILOT Value x the PILOT Adjustment Factor = Adjusted PILOT Value

Adjusted PILOT Value ÷ 1,000 x the lesser of (a) the Current Combined Tax Rate or (b) the Adjusted Current Combined Tax Rate = PILOT Payment

3. PILOT Value of Manufacturing Building. The Applicable Square Footage of a Manufacturing Building shall be comprised of the entire gross square footage in that building (measured floor by floor). The PILOT Value of a Manufacturing Building shall equal the gross square footage of such Manufacturing Building multiplied by the PILOT Value Per Square Foot Rate for a Manufacturing Space set forth in Column A of Schedule 1.

4. PILOT Value of Other Facilities. If one or more Other Facilities are constructed on the Land, the PILOT Value of such facility or facilities shall be determined by the Agency in its reasonable discretion based on comparable data from sources deemed to be reflective of the industry.

5. Support Facilities. Notwithstanding anything herein to the contrary, no separate PILOT Value shall be assigned to Support Facilities, which Support Facilities shall be assigned a separate tax parcel identification number by the City on the annual assessment rolls. The value of Support Facilities is included in the PILOT Value of the other buildings and improvements located on the Land.

D. Adjustment of PILOT Value Per Square Foot Rates for Improvements Commenced On or After January 1, 2023.

1. For improvements having a Construction Commencement Date on or after January 1, 2023, PILOT Payments shall be calculated in the manner described herein except the PILOT Value Per Square Foot Rates may be adjusted by the Agency effective January 1, 2023, and on January 1 every five (5) years thereafter (each, a "PILOT Rate Adjustment Date"), pursuant to the guidelines described in Paragraph D.2. The new PILOT Value Per Square Foot Rates shall apply to all improvements having a Construction Commencement Date on or after the PILOT Rate Adjustment Date in question and prior to the next PILOT Rate Adjustment Date.

2. As of each PILOT Rate Adjustment Date, the Agency, acting in its reasonable discretion but after first consulting with RIDC, may adjust (increase or decrease) the PILOT Value Per Square Foot Rates for Manufacturing Space. In making any decision to adjust the PILOT Value Per Square Foot Rates for Manufacturing Space, the Agency may take into consideration such information and/or data as it deems relevant including, without limitation, RS Means data regarding per square foot construction costs, appraisals and tax assessment information.

E. Special Assessments/Credit for SID Charges.

1. If for any reason a New Facility shall be subject to any SID Charges, notwithstanding the City and County's agreement set forth in Section 2(b) of the PILOT Allocation Agreement, then the amount of SID Charges assessed against the New Facility each year shall be applied as a dollar for dollar credit (the "SID Credit") that shall reduce the PILOT Payments due from the End User with respect to such New Facility for the PILOT Year in which the SID Charges are due and payable. An amount equal to the SID Credit (the "SID Credit Amount") shall be subtracted from the Aggregate Annual PILOT Payment Allocation the Affected Tax Jurisdiction that levied the SID Charges (the "SID Taxing Entity"). Once the SID Credit Amount has been subtracted from the Aggregate Annual PILOT Payment Allocation of the SID Taxing Entity in question, the Agency shall then re-allocate said subtracted amount in the manner necessary to place the Affected Tax Jurisdictions (other than the SID Taxing Entity in question) and the Funds (other than the Affected Tax Jurisdictions' Fund) in the same position that they would have been in had there been no SID Credit (or as nearly so as is possible). The provisions of this paragraph will not apply for any SID Charges or assessments requested by the End User.

2. If the SID Credit Amount for any year exceeds the Aggregate Annual PILOT Payment Allocation of the SID Taxing Entity in question, the excess amount (the "Excess SID Credit") shall be carried forward to subsequent years and applied each year to reduce the annual PILOT Payment due from the End User in question, and shall be subtracted from the Aggregate Annual PILOT Payment Allocation of the SID Taxing Entity in question, until the entire amount of the Excess SID Credit has been fully used.

3. If necessary, the term of the applicable PILOT Agreement(s) shall be extended for such period of time necessary for the entire Excess SID Credit to be applied to reduce PILOT Payments due from the End User in question (the "PILOT Extension Term"). During the PILOT Extension Term, such End User shall make annual PILOT Payments to the Agency in amounts equal to the real property taxes that would be due if the New Facility in question were owned by such End User and the Agency had no interest therein. The PILOT Payments during the PILOT Extension Term shall be allocated pro rata among the Affected Tax Jurisdictions in proportion to the amount of real property taxes that each Affected Tax Jurisdiction would receive if such New Facility was subject to normal taxation and will not be subject to the fixed allocation set forth in Section 3 of the PILOT Allocation Agreement. The Excess SID Credit shall be applied to reduce

the SID Taxing Entity's share of PILOT Payments during the PILOT Extension Term until the entire remaining Excess SID Credit has been fully used.

F. Challenges to Assessed Value.

If for any reason a New Facility shall be subject to any SID Charges, notwithstanding the City and County's agreement set forth in Section 2(B) of the PILOT Allocation Agreement, but excluding SID Charges or assessments requested by the End User and/or common area charges levied, assessed or imposed against or on the End User(s) pursuant to a Declaration, the End User may pursue review of the New Facility's assessed value under Article 7 of the New York State Real Property Tax Law or any other law or ordinance then in effect relating to disputes over assessed valuation of real property in the State of New York, and may take any and all other action available to it at law or in equity. If an Article 7 challenge is brought by an End User, the challenge to the assessment may only be utilized to reduce the SID Charges payable by the End User and may not be used to modify or reduce PILOT Payments.

G. Waiver of Right to Other Real Property Tax Exemptions.

The End User will unconditionally and irrevocably waive its right, if any, to apply for and/or receive the benefit of, any other real property tax exemption including, without limitation, any real property tax exemptions that may be available under Section 485-b and Section 485-e of the Real Property Tax Law for so long as the PILOT Agreement is in effect.

H. Nonrecourse to RCBRC and RIDC.

Neither the Agency nor the Affected Tax Jurisdictions shall have any remedies against or seek recourse against RCBRC or RIDC and the sole recourse of the Agency and the Affected Taxing Jurisdictions shall be against the End Users, and the Agency and the Affected Taxing Jurisdictions shall look only to the End Users for the complete and sole satisfaction of any remedies for unpaid sums due under the PILOT Agreement.

I. PILOT Mortgage.

At the Agency's election, each End User's obligations under the PILOT Agreement shall be secured by a mortgage on the End User's interest in the New Facility, which mortgage shall contain such terms as the Agency deems necessary or appropriate.

J. Agency's Right to Modify Terms.

The PILOT Agreement terms described in this Exhibit B may be modified by the Agency, in its discretion, provided such modifications do not materially reduce the total amount of PILOT Payments payable over the term of each PILOT Agreement.

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SCHEDULE 1 TO EXHIBIT B

**PILOT Value
Per Square Foot Rates**

	A	B
PILOT Year of Construction PILOT Payment Period	Manufacturing (GSF Space)	Other Facilities
1	\$50	
PILOT Year of Permanent PILOT Payment Period		
1	\$50	*
2	\$50	*
3	\$50	*
4	\$50	*
5	\$50	*
6	\$50	*
7	\$50	*
8	\$50	*
9	\$50	*
10	\$50	*
11	\$50	*
12	\$50	*
13	\$50	*
14	\$50	*
15	\$50	*
16	\$50	*
17	\$50	*
18	\$50	*
19	\$50	*
20	\$50	*

Note: For improvements commenced on or after January 1, 2023, the PILOT Value Per Square Foot Rates shall be adjusted in the manner described in Paragraph D of Exhibit B.

* The PILOT Value Per Square Foot Rate of Other Facilities shall be determined based on comparable data from sources deemed reflective of the industry.

SCHEDULE 2 TO EXHIBIT B

PILOT Value Adjustment Factor

PILOT Year of Permanent PILOT Payment Period	PILOT Value Adjustment Factor
1	50%
2	50%
3	50%
4	50%
5	50%
6	51%
7	52%
8	53%
9	54%
10	55%
11	55%
12	55%
13	55%
14	55%
15	55%
16	60%
17	60%
18	60%
19	60%
20	60%

EXHIBIT C

Percentage of PILOT Payments Received by Agency from each End User with respect to each New Facility of such End User to be Allocated to Affected Tax Jurisdictions' Fund During each PILOT Year of the Construction PILOT Payment Period and the Permanent PILOT Payment Period

1	2
PILOT Year of Construction PILOT Payment Period	Percentage of PILOT Payments Received by Agency Allocated to Affected Tax Jurisdictions' Fund
1	20%
PILOT Year of Permanent PILOT Payment Period	Percentage of PILOT Payments Received by Agency Allocated to Affected Tax Jurisdictions' Fund
1	20%
2	21%
3	22%
4	23%
5	24%
6	25%
7	26%
8	27%
9	28%
10	29%
11	30%
12	30%
13	30%
14	30%
15	30%
16	35%
17	40%
18	45%
19	50%
20	55%

