

**Inducement Resolution
GLDC Facility XVII
Parcel F6B-1, F6B-2, F6B-3, F6B-4,
F6B-5, F10C-2, F10C-3, F11B and
a portion of F13**

RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TOWARD THE ISSUANCE OF TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN AN AMOUNT SUFFICIENT TO FINANCE CERTAIN COSTS OF THE GRIFFISS LOCAL DEVELOPMENT CORPORATION XVII FACILITY, APPOINTING GRIFFISS LOCAL DEVELOPMENT CORPORATION, THE PRINCIPALS OF GRIFFISS LOCAL DEVELOPMENT CORPORATION AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AS AGENT OF THE ISSUER FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, RENOVATING AND EQUIPPING THE FACILITY, OR, IN THE ALTERNATIVE, IN CONNECTION WITH A SALE-LEASEBACK TRANSACTION FOR SUCH FACILITY, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT AND MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE FACILITY.

WHEREAS, Griffiss Local Development Corporation, a non-profit local development corporation (the "Company"), has requested that the Issuer assist in (1) the acquisition of various parcels of land situated at Griffiss Business and Technology Park in the City of Rome, County of Oneida, New York, known as (a) Parcel F6B-1, a 10.866± acre parcel of land located on the north side of Brooks Road to the east of Otis Street; (b) Parcel F6B-2, a 7.303± acre parcel of land located east of lands owned by Sovena USA, Inc.; (c) Parcel F6B-3, a 0.872± acre parcel of land located on the south side of Ellsworth Road to the east of the Steamplant; (d) Parcel F6B-4, a 3.092± acre parcel of land located on the north side of Ellsworth Road across from the Steamplant; (e) Parcel F6B-5, a 3.569± acre parcel of land located on the north side of Ellsworth Road across from the Steamplant; (f) Parcel F10C-2, a 3.359± acre parcel of land located on the north side of Perimeter Road south of the Weapons Storage Area); (g) Parcel F10C-3, a 10.163± acre parcel of land located on the north side of Perimeter Road south of Weapons Storage Area; (h) Parcel F11B, a 70.353± acre parcel of land located on the south side of Perimeter Road south of Technology Heights area; and (i) a portion of Parcel F13 located within the bounds of proposed Hangar Road, to the south of Building 101 parcel (collectively, the "Land"); (2) acquisition of the existing buildings and/or improvements situated on the Land (the "Existing Improvements"), and construction of certain additions thereto; (3) the demolition of certain Existing Improvements; (4) the construction of new buildings on the Land (the "New Improvements") (the Existing Improvements and the New Improvements, collectively, the "Improvements"); and (5) the acquisition and installation of equipment in the Improvements; all to be used for the continued coordination of redevelopment efforts for the realigned Griffiss

Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility"), including the following as they relate to the acquisition, construction, renovation and equipping of such buildings, whether or not any materials or supplies described below are incorporated into or become an integral part of such building: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, construction, renovation and equipping, and (ii) purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the acquisition, construction, renovation and equipping and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs with respect thereto), installed or placed in, upon or under such building (the "Facility"); or, in the alternative, to enter into a sale-leaseback transaction in connection with the Facility; and

WHEREAS, the Issuer will acquire title to the Facility from the Air Force and lease the Facility to the Company, 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"). At the end of the sublease term, the Company will purchase the Facility from the Issuer.

WHEREAS, the Act authorizes and empowers the Issuer to promote, develop, encourage and assist projects such as the Facility and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, in addition to the issuance of the Bonds, if any, the Issuer contemplates that it will provide financial assistance to the Company in the form of issuance of a lease for a term of ten (10) years, exemptions from mortgage recording taxes and sales taxes and abatement of real property taxes for a period of ten (10) years, which benefits represent a deviation from the Issuer's Uniform Tax Exemption Policy, to be further described in a final authorizing resolution; and

WHEREAS, prior to the closing of a sale-leaseback transaction, and the granting of any tax benefits, a public hearing (the "Hearing") was held on so that all persons with views in favor of or opposed to either the financial assistance contemplated by the Issuer, or the location or nature of the Facility, were heard; and

WHEREAS, notice of the Hearing was given, and such notice (together with proof of publication) is annexed hereto as **Exhibit A**; and

WHEREAS, the minutes of the Hearing are annexed hereto as **Exhibit B**; and

WHEREAS, the Issuer has given due consideration to the application of the Company and to representations by the Company that the proposed issuance of Bonds or, in the alternative, the proposed sale-leaseback transaction, is either an inducement to the Company to maintain and expand the Facility in the County or is necessary to maintain the competitive position of the Company in its industry; and

WHEREAS, in connection with the realignment of Griffiss Air Force Base, the Air Force caused to be prepared a final environmental impact statement ("FEIS") pursuant to the National

Environmental Policy Act of 1969 ("NEPA"), assessing the potential environmental impacts of the realignment of the Base, including its conveyance for redevelopment; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law and the regulation adopted pursuant thereto by the Department of Environmental Conservation (collectively, "SEQRA"), the Issuer constitutes a "State Agency," and

WHEREAS, SEQRA provides that where an FEIS has been prepared pursuant to NEPA, a State Agency has no obligation to prepare an additional statement and may rely upon the federal FEIS to make SEQRA findings; and

WHEREAS, the Common Council of the City of Rome, conducting as lead agency a coordinated SEQRA review of the proposed rezoning of the Base and other actions including the redevelopment of the Base and financing thereof, designated itself as lead agency and determined that the FEIS prepared by the Air Force formed a sufficient basis for the adoption of SEQRA findings without the preparation of an additional FEIS; and

WHEREAS, the Company and the Issuer were both SEQRA involved agencies, the coordinated review for which the Common Council of the City of Rome served as lead agency; and

WHEREAS, on October 14, 1998, the Common Council of the City of Rome adopted SEQRA findings and rezoned the property upon which the Facility is located; and

WHEREAS, the Issuer has itself also determined that the FEIS prepared by the Air Force provides a sufficient basis for it to adopt SEQRA findings without the preparation of another FEIS and that the Issuer may adopt such findings in satisfaction of the requirements of SEQRA.

NOW, THEREFORE, BE IT RESOLVED by the Oneida County Industrial Development Agency (a majority of the members thereof affirmatively concurring) that:

Section 1. The Issuer hereby adopts SEQRA findings in connection with the actions that are the subject of this Resolution, which findings are annexed as **Exhibit C**. These findings shall be filed in accordance with applicable provisions of law and as may be deemed advisable by the Chairman or Executive Director of the Issuer or Counsel to the Issuer.

Section 2. (a) The acquisition, construction, renovation and equipping of the Facility and the financing thereof by the Issuer, through the issuance of industrial development revenue bonds pursuant to the Act, or, in the alternative, the sale or lease of the Facility to the Company by the Issuer pursuant to a sale-leaseback transaction, will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the County and the people of the State of New York and improve their standard of living, and thereby serve the public purposes of the Act and the same is, therefore, approved;

- (b) It is desirable and in the public interest for the Issuer to issue the Bonds, or in the alternative, to enter into a sale-leaseback transaction, for the purpose of financing the costs of the acquisition, construction, renovation, equipping and financing of the Facility, together with necessary incidental expenses in connection therewith as reflected in the Company's application to the Issuer and as amended from time to time prior to the issuance of the Bonds or, in the alternative, prior to the closing of the sale-leaseback transaction.

Section 3.

The form and substance of a proposed inducement agreement (in substantially the form presented to this meeting) by and between the Issuer and the Company setting forth the undertakings of the Issuer and the Company with respect to the issuance of the Bonds, or, in the alternative, the closing of the sale-leaseback transaction, and the development of the Facility (the "Agreement") are hereby approved. The Chairman of the Issuer is hereby authorized, on behalf of the Issuer, to execute and deliver the Agreement, with such changes in terms and form as the Chairman shall approve. The execution thereof by the Chairman shall constitute conclusive evidence of such approval.

Section 4.

Subject to the conditions set forth in Section 4.02 of the Agreement, the Issuer shall (i) if Bonds are issued, issue the Bonds in an amount and with maturities, an interest rate, redemption terms and other terms and provisions to be determined by a further resolution of the Issuer, (ii) acquire, construct, renovate and equip the Facility, (iii) lease (with an obligation to purchase) or sell the Facility to the Company pursuant to an agreement by and between the issuer and the Company whereby the Company will be obligated, among other things, to make payments to or for the account of the Issuer in amounts and at times so that such payments will be adequate to pay the principal of, premium, if any, and interest on the Bonds, (iv) if Bonds are issued, secure the Bonds in such manner as the Issuer, the Company and the Purchaser(s) of the Bonds mutually deem appropriate. If the proceeds of the sale of the Bonds, if Bonds are issued, are insufficient to finance completion of the acquisition, construction, renovation and equipping of the Facility, the Issuer will, subject to the terms of the Agreement, and upon the request of the Company, take such actions and execute such documents as may be necessary to effect the issuance from time to time of additional bonds, whether on a parity with the Bonds or otherwise, for the purpose of paying the costs of completing the Facility.

Section 5.

The Company is herewith and hereby appointed the agent of Issuer to acquire, construct, renovate and equip the Facility. The Company is hereby empowered to delegate its status as agent of the Issuer to agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Company may choose in order to acquire,

construct, renovate and equip the Facility. The terms and conditions for the appointment of the Company as agent of the Issuer for the purposes described in this resolution are set forth in the form of the attached letter addressed to the Company, marked as **Exhibit D** to this resolution. The form of such letter is incorporated herein by reference and is approved and adopted by the Issuer, and the Chairman or Executive Director of the Issuer or any other duly authorized official of the Issuer are authorized to execute and deliver such letter to the company. The Issuer hereby appoints the agents, subagents, contractors, subcontractors, materialmen, vendors and suppliers of the Company as agents of the Issuer solely for purposes of making sales or leases of goods, services, and supplies to the Facility, and any such transaction between any agent, subagent, contractor, subcontractor, materialmen, vendor or supplier, and the Company, as agent of the Issuer shall be deemed to be on behalf of the Issuer and for the benefit of the Facility. The Company shall indemnify the Issuer with respect to any transaction of any kind between and among the agents, subagents, contractors, subcontractors, materialmen, vendors and/or suppliers and the Company, as agent of the Issuer.

Section 6. The law firm of Bond, Schoeneck & King, PLLC is appointed Bond Counsel in connection with the issuance of the Bonds, or, in the alternative, Transaction Counsel in connection with the sale-leaseback transaction.

Section 7. Counsel to the Issuer and Bond Counsel are hereby authorized to work with counsel to the Company and others to prepare, for submission to the Issuer, all documents necessary to effect the authorization, issuance and sale of the Bonds, if any.

Section 8. The Chairman of the Issuer is hereby authorized and directed (i) to distribute copies of this resolution to the Company, (ii) to request Anthony J. Picente, Jr., County Executive of Oneida County, to approve the issuance of the Bonds if Bonds are issued, and to concur in the Issuer's determination under the SEQRA, and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 9. This resolution shall take effect immediately.

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

I, the undersigned Secretary of the Oneida County Industrial Development Agency DO
HEREBY CERTIFY THAT:

I have compared the foregoing copy of a resolution of the Oneida County Industrial
Development Agency (the "Issuer"), with the original thereof on file in the office of the Issuer,
and that the same is a true and correct copy of such resolution and of the proceedings of the
Issuer in connection with such matter.

Such resolution was passed at a meeting of the Issuer duly convened in public session
on August 27, 2012 at 8:00 o'clock a.m., local time, at Rome, New York that the following
members were:

Members Present: F. Betrus, N. Brown, M. Fitzgerald, D. Grow, E. Quadraro, M.
Valentine, S. Zogby

EDGE Staff Present: S. Papale, J. Cardone, P. Zawko, J. Waters, M. Bonney,
S. DiMeo

Others Present: M. Levitt, C. Levitt, L. Ruberto, D. Guzewich, J. Saunders

The question of the adoption of the foregoing resolution was duly put to vote on roll call, which
resulted as follows:

Voting Aye

Voting Nay

Ferris Betrus
Natalie Brown
Michael Fitzgerald
David Grow
Eugene Quadraro
Michael Valentine
Steven Zogby

and, therefore, the resolution was declared duly adopted.

The Agreement and the Application are in substantially the form presented to and approved at
such meeting.

I FURTHER CERTIFY that (i) all members of the Issuer had due notice of said meeting, (ii) pursuant to Sections 103a and 104 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections 103a and 104, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of August 2012.


Secretary

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law, will be held by the Oneida County Industrial Development Agency (the "Agency") on the ____ day of _____ 2012 at _____ a.m., local time, at 584 Phoenix Drive, Rome, New York 13441, in connection with the following matters:

Griffiss Local Development Corporation, a local development corporation (the "Company"), has applied to the Agency for financial assistance relating to (1) the acquisition of various parcels of land situated at Griffiss Business and Technology Park in the City of Rome, County of Oneida, New York, known as (a) Parcel F6B-1, a 10.866± acre parcel of land located on the north side of Brooks Road to the east of Otis Street; (b) Parcel F6B-2, a 7.303± acre parcel of land located east of lands owned by Sovena USA, Inc.; (c) Parcel F6B-3, a 0.872± acre parcel of land located on the south side of Ellsworth Road to the east of the Steamplant; (d) Parcel F6B-4, a 3.092± acre parcel of land located on the north side of Ellsworth Road across from the Steamplant; (e) Parcel F6B-5, a 3.569± acre parcel of land located on the north side of Ellsworth Road across from the Steamplant; (f) Parcel F10C-2, a 3.359± acre parcel of land located on the north side of Perimter Road south of the Weapons Storage Area; (g) Parcel F10C-3, a 10.163± acre parcel of land located on the north side of Perimeter Road south of Weapons Storage Area; (h) Parcel F11B, a 70.353± acre parcel of land located on the south side of Perimeter Road south of Technology Heights area; and (i) a portion of Parcel F13 located within the bounds of proposed Hangar Road, to the south of Building 101 parcel (collectively, the "Land"); (2) acquisition of the existing buildings and/or improvements situated on the Land (the "Existing Improvements"), and construction of certain additions thereto; (3) the demolition of certain Existing Improvements; (4) the construction of new buildings on the Land (the "New Improvements") (the Existing Improvements and the New Improvements, collectively, the "Improvements"); and (5) the acquisition and installation of equipment in the Improvements; all to be used for the continued coordination of redevelopment efforts for the realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility").

Pursuant to the Economic Development Conveyance Agreement entered into by and between The United States of America, acting by and through the Secretary of the Air Force (the "Air Force") and the Agency on or about May 25, 2000 (with the Company's concurrence), as the same may have been amended from time to time, the Air Force will convey to the Agency fee title to the Facility. The Agency will lease the Facility to the Company pursuant to a Lease Agreement. At the end of the lease term, the Company will have the option to purchase the Facility. The Agency contemplates that it will provide financial assistance to the Company in the form of granting a lease for a period of at least ten (10) years, exemptions from sales tax, exemptions from mortgage recording tax and abatement of real property taxes on the Facility for ten (10) years, during which time the Company shall pay no taxes. The Agency's proposed financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Dated: _____, 2012

By: Shawna M. Papale, Executive Director

EXHIBIT B

MINUTES OF PUBLIC HEARING

Oneida County Industrial Development Agency
2012 Real Estate Lease
Griffiss Local Development Corporation Facility XVII
(Parcel F6B-1, F6B-2, F6B-3, F6B-4,
F6B-5, F10C-2, F10C-3, F11B and a portion of F13)

1. David C. Grow, Chairman of the Oneida County Industrial Development Agency (the "Agency"), called the hearing to order.
2. The Chairman then appointed Shawna Papale, Secretary of the Issuer, to record the minutes of the hearing.
3. The Chairman then described the proposed project and related financial assistance as follows:

Griffiss Local Development Corporation, a local development corporation (the "Company"), has applied to the Agency for financial assistance relating to (1) the acquisition of various parcels of land situated at Griffiss Business and Technology Park in the City of Rome, County of Oneida, New York, known as (a) Parcel F6B-1, a 10.866± acre parcel of land located on the north side of Brooks Road to the east of Otis Street; (b) Parcel F6B-2, a 7.303± acre parcel of land located east of lands owned by Sovena USA, Inc.; (c) Parcel F6B-3, a 0.872± acre parcel of land located on the south side of Ellsworth Road to the east of the Steamplant; (d) Parcel F6B-4, a 3.092± acre parcel of land located on the north side of Ellsworth Road across from the Steamplant; (e) Parcel F6B-5, a 3.569± acre parcel of land located on the north side of Ellsworth Road across from the Steamplant; (f) Parcel F10C-2, a 3.359± acre parcel of land located on the north side of Perimeter Road south of the Weapons Storage Area; (g) Parcel F10C-3, a 10.163± acre parcel of land located on the north side of Perimeter Road south of Weapons Storage Area; (h) Parcel F11B, a 70.353± acre parcel of land located on the south side of Perimeter Road south of Technology Heights area; and (i) a portion of Parcel F13 located within the bounds of proposed Hangar Road, to the south of Building 101 parcel (collectively, the "Land"); (2) acquisition of the existing buildings and/or improvements situated on the Land (the "Existing Improvements"), and construction of certain additions thereto; (3) the demolition of certain Existing Improvements; (4) the construction of new buildings on the Land (the "New Improvements") (the Existing Improvements and the New Improvements, collectively, the "Improvements"); and (5) the acquisition and installation of equipment in the Improvements; all to be used for the continued coordination of redevelopment efforts for the realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility").

Pursuant to the Economic Development Conveyance Agreement entered into by and between The United States of America, acting by and through the Secretary of the Air Force (the "Air Force") and the Agency on or about May 25, 2000 (with the Company's concurrence), as the same may have been amended from time to time, the Air Force will convey to the Agency fee title to the Facility. The Agency will lease the Facility to the Company pursuant to a Lease Agreement. At the end of the lease

term, the Company will have the option to purchase the Facility. The Agency contemplates that it will provide financial assistance to the Company in the form of granting a lease for a period of at least ten (10) years, exemptions from sales tax, exemptions from mortgage recording tax and abatement of real property taxes on the Facility for ten (10) years, during which time the Company shall pay no taxes. The Agency's proposed financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility.

4. The Chairman then opened up the hearing for comments from the floor for or against the proposed financial assistance and the location and nature of the Facility. Attached is a listing of the persons heard and a summary of their views.
5. The Chairman then asked if there were any further comments, and, there being none, the hearing was closed at _____ a.m.

Shawna Papale, Secretary

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

I, the undersigned Secretary of the Oneida County Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the foregoing copy of the minutes of a public hearing held by the Oneida County Industrial Development Agency (the "Issuer") on _____, 2012 at _____ a.m. local time, at 584 Phoenix Drive, Rome, New York 13441 with the original thereof on file in the office of the Issuer, and that the same is a true and correct copy of the minutes in connection with such matter.

I FURTHER CERTIFY that (i) pursuant to Title 1 of Article 18-A of the New York General Municipal Law, said hearing was open to the general public, and public notice of the time and place of said hearing was duly given in accordance with such Title 1 of Article 18-A, (ii) the hearing in all respects was duly held, and (iii) members of the public had an opportunity to be heard.

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2012.

Secretary

EXHIBIT C

SEQRA FINDINGS

EXHIBIT D

(To be copied on Issuer letterhead and delivered to the Company when appropriate.)

_____, 2012

Mr. Steven J. DiMeo, Authorized Representative
Griffiss Local Development Corporation
584 Phoenix Drive
Rome, New York 13441

RE: Oneida County Industrial Development Agency Real Estate Transfer
(Griffiss Local Development Corporation XVII Facility – Parcel F6B-1, F6B-2, F6B-3,
F6B-4, F6B-5, F10C-2, F10C-3, F11B and a portion of F13)

Dear Mr. DiMeo:

Pursuant to a resolution duly adopted on August 12, 2012, the Oneida County Industrial Development Agency (the "Agency") appointed Griffiss Local Development Corporation, a non-profit, local development corporation, on behalf of itself and/or the principals of Griffiss Local Development Corporation and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") the true and lawful agent of the Agency to enter into a transaction in which the Agency will assist in (1) the acquisition of various parcels of land situated at Griffiss Business and Technology Park in the City of Rome, County of Oneida, New York, known as (a) Parcel F6B-1, a 10.866± acre parcel of land located on the north side of Brooks Road to the east of Otis Street; (b) Parcel F6B-2, a 7.303± acre parcel of land located east of lands owned by Sovena USA, Inc.; (c) Parcel F6B-3, a 0.872± acre parcel of land located on the south side of Ellsworth Road to the east of the Steamplant; (d) Parcel F6B-4, a 3.092± acre parcel of land located on the north side of Ellsworth Road across from the Steamplant; (e) Parcel F6B-5, a 3.569± acre parcel of land located on the north side of Ellsworth Road across from the Steamplant; (f) Parcel F10C-2, a 3.359± acre parcel of land located on the north side of Perimeter Road south of the Weapons Storage Area; (g) Parcel F10C-3, a 10.163± acre parcel of land located on the north side of Perimeter Road south of Weapons Storage Area; (h) Parcel F11B, a 70.353± acre parcel of land located on the south side of Perimeter Road south of Technology Heights area; and (i) a portion of Parcel F13 located within the bounds of proposed Hangar Road, to the south of Building 101 parcel (collectively, the "Land"); (2) acquisition of the existing buildings and/or improvements situated on the Land (the "Existing Improvements"), and construction of certain additions thereto; (3) the demolition of certain Existing Improvements; (4) the construction of new buildings on the Land (the "New Improvements") (the Existing Improvements and the New Improvements, collectively, the "Improvements"); and (5) the acquisition and installation of equipment in the Improvements; all

to be used for the continued coordination of redevelopment efforts for the realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility").

This appointment includes authority to purchase on behalf of the Agency all materials to be incorporated into and made an integral part of the Facility, and the following activities as they relate to any demolition, construction, renovation, equipping, erection and completion of any buildings, whether or not any materials, equipment or supplies described below are incorporated into or become an integral part of such buildings: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, demolition, construction, renovation and equipping (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the demolition, construction, acquisition, renovation and equipping and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs), installed or placed in, upon or under such building, including all repairs and replacements of such property.

The agency appointment includes the power to delegate such agency appointment, in whole or in part, to agents, subagents, contractors, subcontractors, materialmen, suppliers and vendors of the Company and to such other parties as the Company chooses so long as they are engaged, directly or indirectly, in the activities hereinbefore described.

In exercising this agency appointment, the Company, its agents, subagents, contractors and subcontractors, should give the supplier or vendor a copy of this letter to show that the Company, its agents, subagents, contractors and subcontractors are each acting as agent for the Agency. The supplier or vendor should identify the Facility as the "**Griffiss Local Development Corporation XVII Facility**" on each bill or invoice and indicate thereon that the Company, its agents, subagents, contractors and subcontractors acted as agent for the Allegany County Industrial Development Agency in making the purchase.

You and each of your agents, subagents, contractors and/or subcontractors claiming a sales tax exemption in connection with the Facility must execute a copy of the Contract in Lieu of Exemption Certificate attached hereto, and must complete a New York State Department of Taxation and Finance Form ST-60. Original copies of each Contract in Lieu of Exemption Certificate and completed Form ST-60 must be delivered to the Agency within five (5) days of the appointment of each of your agents, subagents, contractors or subcontractors. Any agent, subagent, contractor or subcontractors of the Company which delivers completed Form ST-60 to the Agency will be deemed to be the agent, subagent, contractor or subcontractor of the Agency for purposes of acquisition, demolition, construction, renovation and equipping the Facility. Failure to comply with these requirements may result in loss of sales tax exemptions for the Facility.

The aforesaid appointment of the Company as agent of the Issuer to acquire, demolish, renovate, construct and equip the Facility shall expire at the earlier of (a) the completion of such

Mr. Steven J. DiMeo

_____, 2012
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activities and improvements, or (b) _____, 20__, provided, however, such appointment may be extended at the discretion of the Issuer, upon the written request of the Company if such activities and improvements are not completed by such time, and further provided that the Issuer shall not unreasonably withhold its consent to the extension of such appointment.

You should be aware that the New York State General Municipal Law requires you to file an Annual Statement with the New York State Department of Taxation and Finance regarding the value of sales tax exemptions you, your agents, consultants or subcontractors have claimed pursuant to the authority we have conferred on you with respect to this Project. The penalty for failure to file such statement is the removal of your authority to act as an agent.

If, for some reason, this transaction never closes, you will be liable for payment of the sales tax, if applicable and you are not otherwise exempt, on all materials purchased.

You or your contractor should also present to the supplier or other vendor of materials for the Facility a completed "Contractor Exempt Purchase Certificate" (Form ST-120.1) checking box (a).

Very truly yours,

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: David C. Grow
Its: Chairman

ACCEPTED & AGREED:

GRIFFISS LOCAL DEVELOPMENT CORPORATION

By: _____
Name: Steven J. DiMeo
Title: Authorized Representative

TO: All Contractors, Subcontractors,
Suppliers and Vendors, etc. of
Griffiss Local Development Corporation

Attached please find a "Contract in Lieu of Exemption Certificate" (the "Contract") which will serve as documentation for not charging Griffiss Local Development Corporation, on behalf of itself and/or the principals of Griffiss Local Development Corporation and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") sales or use tax in connection with any purchase, lease, rental or other use of materials, equipment, goods, services or supplies at the facility to be owned or leased by the Oneida County Industrial Development Agency (the "Agency") and described in Addendum A to the aforesaid Contract (the "Facility").

Also attached is a letter signed by the Agency appointing the Company as its agent for the purpose of renovating and equipping the Facility. This letter authorizes the Company to delegate its authority as agent of the Agency to its agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Company authorizes.

In accordance with the authority granted to the Company by the Agency, you are hereby appointed as agent of the Agency for the purpose of making purchases or leases of materials, equipment, goods, services and supplies with respect to the Facility. **Your appointment as agent of the Agency is contingent upon your completing the attached Form ST-60 and returning it to us and the Form ST-60 then being filed by the Agency with the New York State Department of Taxation and Finance.**

Very truly yours,

GRIFFISS LOCAL DEVELOPMENT
CORPORATION

By: _____
Name: Steven J. DiMeo
Title: Authorized Representative

cc: Oneida County Industrial Development Agency

CONTRACT IN LIEU OF EXEMPTION CERTIFICATE

This Contract is entered into by and between **GRIFFISS LOCAL DEVELOPMENT CORPORATION** (the "Company"), as agent for and on behalf of the Oneida County Industrial Development Agency, a public benefit corporation and a governmental agency of the State of New York (the "Agency") in connection with renovation and equipping of the facility described in Addendum A hereto (the "Facility") and the contractor or the subcontractor more particularly described on page 2 hereof (the "Contractor").

Pursuant to the authority granted to the Company, as agent of the Agency, the Contractor is hereby appointed agent of said Agency for purposes of completing, executing or otherwise carrying out the obligations imposed under this Contract.

The Contractor acknowledges that the Agency has acquired or will acquire title to or a leasehold interest in the Facility and the Agency is a public benefit corporation and governmental entity of the State of New York. By reason of such status, Agency and its agents acting on its behalf are exempt from payment of all New York State and local sales and use taxes on the purchase or lease of all materials, equipment, goods, services and supplies incorporated into and made an integral component part of any structure, building or real property which becomes the property of Agency, and all equipment, machinery and other tangible personal property (including installation costs with respect thereto) which becomes the property of Agency or in which the Agency has a leasehold interest. In addition, Agency and its agents acting on its behalf are exempt from all sales and use taxes arising out of or connected with the following, as they relate to performance under this Contract: (i) purchases, leases, rentals and other uses of tools, machinery and equipment, and (ii) purchases, leases, rentals, uses or consumption of supplies, goods, materials and services of every kind and description; provided, however, that exemption from sales and use tax with respect to clauses (i) and (ii) above shall apply only if the Contractor is then acting as agent for Agency under the terms of this Contract.

Pursuant to these exemptions from sales and use taxes, the Contractor shall not include such taxes in its contract price, bid, or reimbursable costs, as the case may be. If the Contractor does not comply with the requirements for sales and use tax exemptions, as described above, then it shall be responsible for and pay any and all applicable New York State sales and use taxes, and no portion thereof shall be charged or billed to the Agency or the Company directly or indirectly, the intent of this Contract being that neither Agency nor the Company shall be liable for any of the sales or use taxes described above. This Contract may be accepted by the Contractor in lieu of an exemption certificate, and the Contractor shall retain a copy hereof to substantiate the sales and use tax exemption.

The aforesaid appointment of the Company as agent of the Agency to acquire, construct and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, or (b) _____, 20____, provided, however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company if such activities and improvements are not completed by such time, and further provided that the Agency shall not unreasonably withhold its consent to the extension of such appointment.

The Agency shall have the right to assign this Contract to the Company by written notice to the Contractor and without written consent of the Contractor, in which case Agency shall be relieved of all obligations hereunder. In the event of such assignment, all applicable sales

and use taxes shall be added to the purchase price and paid to the Contractor pursuant to a change order. All of the above provisions with respect to exemptions for New York State sales and use taxes shall apply to all subcontractors and other parties in privity of contract with the Company, Agency or the Contractor pursuant to the terms of this Contract.

OWNER:

Insert name of Contractor or
Subcontractor

GRIFFISS LOCAL DEVELOPMENT
CORPORATION
as agent for and on behalf of the Oneida
County Industrial Development Agency

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

DATE: _____

DATE: _____

Address of Contractor or
Subcontractor

cc: Oneida County Industrial Development Agency

ADDENDUM A

DESCRIPTION OF THE FACILITY

The "Facility" consists of (1) the acquisition of various parcels of land situated at Griffiss Business and Technology Park in the City of Rome, County of Oneida, New York, known as (a) Parcel F6B-1, a 10.866± acre parcel of land located on the north side of Brooks Road to the east of Otis Street; (b) Parcel F6B-2, a 7.303± acre parcel of land located east of lands owned by Sovena USA, Inc.; (c) Parcel F6B-3, a 0.872± acre parcel of land located on the south side of Ellsworth Road to the east of the Steamplant; (d) Parcel F6B-4, a 3.092± acre parcel of land located on the north side of Ellsworth Road across from the Steamplant; (e) Parcel F6B-5, a 3.569± acre parcel of land located on the north side of Ellsworth Road across from the Steamplant; (f) Parcel F10C-2, a 3.359± acre parcel of land located on the north side of Perimeter Road south of the Weapons Storage Area; (g) Parcel F10C-3, a 10.163± acre parcel of land located on the north side of Perimeter Road south of Weapons Storage Area; (h) Parcel F11B, a 70.353± acre parcel of land located on the south side of Perimeter Road south of Technology Heights area; and (i) a portion of Parcel F13 located within the bounds of proposed Hangar Road, to the south of Building 101 parcel (collectively, the "Land"); (2) acquisition of the existing buildings and/or improvements situated on the Land (the "Existing Improvements"), and construction of certain additions thereto; (3) the demolition of certain Existing Improvements; (4) the construction of new buildings on the Land (the "New Improvements") (the Existing Improvements and the New Improvements, collectively, the "Improvements"); and (5) the acquisition and installation of equipment in the Improvements; all to be used for the continued coordination of redevelopment efforts for the realigned Griffiss Air Force Base.

State of New York County of Oneida

SS:

I, Amanda Trainham,
being sworn, says she is, and during the time hereinafter mentioned, was Legal Advertising Representative of the DAILY SENTINEL, a newspaper printed and published in the County of Oneida, aforesaid; and that the annexed printed Notice was inserted and published in said Newspaper once/ commencing

on the 14th day of September, 20 12

to wit: September 14th, 2012

September 14th, 20 12



Sworn to before me this 14th day of September, 20 12



Notary Public

La'Vaun A. Rivers
Notary Public State of New York
County of Oneida
Reg. #01R16062227
My Commission Expires 07-30-2013

Pursuant to the Economic Development Conveyance Agreement entered into by and between The United States of America, acting by and through the Secretary of the Air Force (the "Air Force") and the Agency on or about May 25, 2000 (with the Company's concurrence), as the same may have been amended from time to time, the Air Force will convey to the Agency fee title to the Facility. The Agency will lease the Facility to the Company pursuant to a Lease Agreement. At the end of the lease term, the Company will have the option to purchase the Facility. The Agency contemplates that it will provide financial assistance to the Company in the form of granting a lease for a period of at least ten (10) years, exemptions from sales tax, exemptions from mortgage recording tax and abatement of real property taxes on the Facility for ten (10) years, during which time the Company shall pay no taxes. The Agency's proposed financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy. A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility.

ONEIDA COUNTY
INDUSTRIAL
DEVELOPMENT AGENCY
Dated: September 12, 2012
By: Shawna M. Papale,
Executive Director 9/14-16

USA, Inc.; (c) Parcel F6B-3, a 0.872± acre parcel of land located on the south side of Ellsworth Road to the east of the Steamplant; (d) Parcel F6B-4, a 3.092± acre parcel of land located on the north side of Ellsworth Road across from the Steamplant; (e) Parcel F6B-5, a 3.569± acre parcel of land located on the north side of Ellsworth Road across from the Steamplant; (f) Parcel F10C-2, a 3.359± acre parcel of land located on the north side of Perimeter Road south of the Weapons Storage Area; (g) Parcel F10C-3, a 10.163± acre parcel of land located on the north side of Perimeter Road south of Weapons Storage Area; (h) Parcel F11B, a 70.353± acre parcel of land located on the south side of Perimeter Road south of Technology Heights area; and (i) a portion of Parcel F13 located within the bounds of proposed Hangar Road, to the south of Building 101 parcel collectively, the "Land"; (2) acquisition of the existing buildings and/or improvements situated on the Land (the "Existing Improvements"); and construction of certain additions thereto; (3) the demolition of certain Existing Improvements; (4) the construction of new buildings on the Land (the "New Improvements") (the Existing Improvements and the New Improvements, collectively, the "Improvements"); and (5) the acquisition and installation of equipment in the Improvements; all to be used for the continued coordination of redevelopment efforts for the realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility").

**LEGAL NOTICE
NOTICE OF PUBLIC
HEARING**
NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law, will be held by the Oneida County Industrial Development Agency (the "Agency") on the 28th day of September 2012 at 11:30 a.m., local time, at 584 Phoenix Drive, Rome, New York 13441, in connection with the following matters:
Griffiss Local Development Corporation, a local development corporation (the "Company"), has applied to the Agency for financial assistance relating to (1) the acquisition of various parcels of land situated at Griffiss Business and Technology Park in the City of Rome, County of Oneida, New York, known as (a) Parcel F6B-1, a 10.866± acre parcel of land located on the north side of Brooks Road to the east of Otis Street; (b) Parcel F6B-2, a 7.303± acre parcel of land located east of lands owned by Sovena

MINUTES OF PUBLIC HEARING

Oneida County Industrial Development Agency
2012 Real Estate Lease
Griffiss Local Development Corporation Facility XVII
(Parcel F6B-1, F6B-2, F6B-3, F6B-4,
F6B-5, F10C-2, F10C-3, F11B and a portion of F13)

1. David C. Grow, Chairman of the Oneida County Industrial Development Agency (the "Agency"), called the hearing to order.
2. The Chairman then appointed Shawna Papale, Secretary of the Issuer, to record the minutes of the hearing.
3. The Chairman then described the proposed project and related financial assistance as follows:

Griffiss Local Development Corporation, a local development corporation (the "Company"), has applied to the Agency for financial assistance relating to (1) the acquisition of various parcels of land situated at Griffiss Business and Technology Park in the City of Rome, County of Oneida, New York, known as (a) Parcel F6B-1, a 10.866± acre parcel of land located on the north side of Brooks Road to the east of Otis Street; (b) Parcel F6B-2, a 7.303± acre parcel of land located east of lands owned by Sovena USA, Inc.; (c) Parcel F6B-3, a 0.872± acre parcel of land located on the south side of Ellsworth Road to the east of the Steamplant; (d) Parcel F6B-4, a 3.092± acre parcel of land located on the north side of Ellsworth Road across from the Steamplant; (e) Parcel F6B-5, a 3.569± acre parcel of land located on the north side of Ellsworth Road across from the Steamplant; (f) Parcel F10C-2, a 3.359± acre parcel of land located on the north side of Perimeter Road south of the Weapons Storage Area; (g) Parcel F10C-3, a 10.163± acre parcel of land located on the north side of Perimeter Road south of Weapons Storage Area; (h) Parcel F11B, a 70.353± acre parcel of land located on the south side of Perimeter Road south of Technology Heights area; and (i) a portion of Parcel F13 located within the bounds of proposed Hangar Road, to the south of Building 101 parcel (collectively, the "Land"); (2) acquisition of the existing buildings and/or improvements situated on the Land (the "Existing Improvements"), and construction of certain additions thereto; (3) the demolition of certain Existing Improvements; (4) the construction of new buildings on the Land (the "New Improvements") (the Existing Improvements and the New Improvements, collectively, the "Improvements"); and (5) the acquisition and installation of equipment in the Improvements; all to be used for the continued coordination of redevelopment efforts for the realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility").

Pursuant to the Economic Development Conveyance Agreement entered into by and between The United States of America, acting by and through the Secretary of the Air Force (the "Air Force") and the Agency on or about May 25, 2000 (with the Company's concurrence), as the same may have been amended from time to time, the Air Force will convey to the Agency fee title to the Facility. The Agency will lease the Facility to the Company pursuant to a Lease Agreement. At the end of the lease term, the Company will have the option to purchase the Facility. The Agency

contemplates that it will provide financial assistance to the Company in the form of granting a lease for a period of at least ten (10) years, exemptions from sales tax, exemptions from mortgage recording tax and abatement of real property taxes on the Facility for ten (10) years, during which time the Company shall pay no taxes. The Agency's proposed financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility.

4. The Chairman then opened up the hearing for comments from the floor for or against the proposed financial assistance and the location and nature of the Facility. Below is a listing of the persons heard and a summary of their views:

Jef Saunders and Steve DiMeo attended on behalf of GLDC.

Pat Riedel and Jeff Simons attended on behalf of the Rome City School District.

Jef Saunders described the subject parcels on a map. The School District indicated they have no concerns.

5. The Chairman then asked if there were any further comments, and, there being none, the hearing was closed at 12:00 p.m.


Shawna Papale, Secretary

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

I, the undersigned Secretary of the Oneida County Industrial Development Agency, DO
HEREBY CERTIFY:

That I have compared the foregoing copy of the minutes of a public hearing held by the
Oneida County Industrial Development Agency (the "Issuer") on September 26, 2012 at
11:30a.m. local time, at 584 Phoenix Drive, Rome, New York 13441 with the original thereof on
file in the office of the Issuer, and that the same is a true and correct copy of the minutes in
connection with such matter.

I FURTHER CERTIFY that (i) pursuant to Title 1 of Article 18-A of the New York General
Municipal Law, said hearing was open to the general public, and public notice of the time and
place of said hearing was duly given in accordance with such Title 1 of Article 18-A, (ii) the
hearing in all respects was duly held, and (iii) members of the public had an opportunity to be
heard.

IN WITNESS WHEREOF, I have hereunto set my hand as of August 12, 2013.


Secretary

Re: ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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

Laura S. Ruberto, being duly sworn, deposes and says:

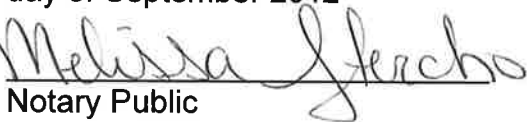
On September 12, 2012 she deposited in a post office box regularly maintained by the United States Government in the City of Utica, New York, a copy of a Notice of Public Hearing regarding the **Griffiss Local Development Corporation Facility Transfer XVII**, to be held on September 26, 2012 at 11:30AM, local time, at Oneida County IDA, 584 Phoenix Drive, City of Rome, New York, copy of said Notice is attached hereto and made a part hereof, to the following parties at their respective addresses set forth below:

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

Patricia S. Riedel, President
Board of Education
Rome City School District
409 Bell Road
Rome, New York 13440

Joseph R. Fusco, Jr., Mayor
City of Rome
198 North Washington Street
Rome, New York 13440


Laura S. Ruberto

Sworn to before me this 12th
day of September 2012

Notary Public

MELISSA A. VOZGA (Stercho)
Notary Public in the State of New York
Qualified in Oneida County 01VO6190156
My Commission Expires Oct. 6, 2012

Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/
Executive Director

Julianne Cardone
Treasurer

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

OCIDA



584 Phoenix Drive, Rome, New York 13441
(315) 338-0393, fax (315) 338-5694
info@mvedge.org; www.mvedge.org

David C. Grow, Chairman
Natalie Brown, Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Eugene Quadraro
Michael Valentine
Steven Zogby

September 12, 2012

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

**Re: *Griffiss Local Development Corporation Facility Transfer XVII
(Parcels F6B-1, F6B-2, F6B-3, F6B-4, F6B-5, F10C-2, F10C3, F11B
and a portion of Parcel 13)***

Dear Sir:

On September 26, 2012 at 11:30 a.m., local time, at 584 Phoenix Drive, Rome, New York, the Oneida County Industrial Development Agency (the "Agency") will conduct a public hearing regarding this project for Griffiss Local Development Corporation. Attached is a copy of the Notice of Public Hearing describing the project and the financial assistance contemplated by the Agency. The Notice has been submitted to the *Rome Sentinel*, Rome, New York for publication.

You are welcome to attend such hearing at which time you will have an opportunity, both orally and in writing, to present your views with respect to the project. We are providing this notice to you, pursuant to Chapters 356 and 357 of the Laws of 1993, as the chief executive officer of an affected tax jurisdiction within which the project is located.

Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 338-0393.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: *Shawna M Papale*
Shawna M. Papale, Executive Director

Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/
Executive Director

Julianne Cardone
Treasurer

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

OCIDA



584 Phoenix Drive, Rome, New York 13441
(315) 338-0393, fax (315) 338-5694
info@mvedge.org; www.mvedge.org

David C. Grow, Chairman
Natalie Brown, Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Eugene Quadraro
Michael Valentine
Steven Zogby

September 12, 2012

Joseph R Fusco, Jr., Mayor
City of Rome
198 North Washington Street
Rome, New York 13440

**Re: Griffiss Local Development Corporation Facility Transfer XVII
(Parcels F6B-1, F6B-2, F6B-3, F6B-4, F6B-5, F10C-2, F10C3, F11B
and a portion of Parcel 13)**

Dear Sir:

On September 26, 2012 at 11:30 a.m., local time, at 584 Phoenix Drive, Rome, New York, the Oneida County Industrial Development Agency (the "Agency") will conduct a public hearing regarding this project for Griffiss Local Development Corporation. Attached is a copy of the Notice of Public Hearing describing the project and the financial assistance contemplated by the Agency. The Notice has been submitted to the *Rome Sentinel*, Rome, New York for publication.

You are welcome to attend such hearing at which time you will have an opportunity, both orally and in writing, to present your views with respect to the project. We are providing this notice to you, pursuant to Chapters 356 and 357 of the Laws of 1993, as the chief executive officer of an affected tax jurisdiction within which the project is located.

Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 338-0393.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:

Shawna M. Papale, Executive Director

Anthony J. Picente Jr.
County Executive

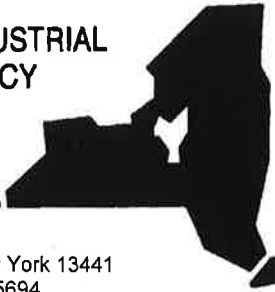
Shawna Papale
Secretary/
Executive Director

Julianne Cardone
Treasurer

Jennifer Waters
Assistant Secretary

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David C. Grow, Chairman
Natalie Brown, Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Eugene Quadraro
Michael Valentine
Steven Zogby

September 12, 2012

Patricia S. Riedel, President
Board of Education
Rome City School District
409 Bell Road
Rome, New York 13440

**Re: Griffiss Local Development Corporation Facility Transfer XVII
(Parcels F6B-1, F6B-2, F6B-3, F6B-4, F6B-5, F10C-2, F10C3, F11B
and a portion of Parcel 13)**

Dear Madam:

On September 26, 2012 at 11:30 a.m., local time, at 584 Phoenix Drive, Rome, New York, the Oneida County Industrial Development Agency (the "Agency") will conduct a public hearing regarding this project for Griffiss Local Development Corporation. Attached is a copy of the Notice of Public Hearing describing the project and the financial assistance contemplated by the Agency. The Notice has been submitted to the *Rome Sentinel*, Rome, New York for publication.

You are welcome to attend such hearing at which time you will have an opportunity, both orally and in writing, to present your views with respect to the project. We are providing this notice to you, pursuant to Chapters 356 and 357 of the Laws of 1993, as the chief executive officer of an affected tax jurisdiction within which the project is located.

Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 338-0393.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: *Shawna M. Papale*
Shawna M. Papale, Executive Director

c: Patricia Riedel, 1210 Cedarbrook Drive, Rome NY 13440
Jeffrey Simons, Superintendent of Schools

Anthony J. Picente Jr.
County Executive

Shawna M. Papale
Secretary/
Executive Director

Julianne Cardone
Treasurer

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

OCIDA



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David C. Grow
Chairman

Natalie Brown
Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Eugene Quadraro
Michael Valentine
Stephen Zogby

September 12, 2012

Mikale Billard, Clerk
Oneida County Board of Legislators
800 Park Avenue
Utica NY 13501

Re: *Griffiss Local Development Corporation Facility Transfer XVII
(Parcels F6B-1, F6B-2, F6B-3, F6B-4, F6B-5, F10C-2, F10C3, F11B
and a portion of Parcel 13)*

Dear Mr. Billard:

On September 26, 2012 at 11:30 a.m., local time, at 584 Phoenix Drive, Rome, New York, the Oneida County Industrial Development Agency (the "Agency") will conduct a public hearing regarding this project for the use of Griffiss Local Development Corporation. Attached is a copy of the Notice of Public Hearing describing the project and the financial assistance contemplated by the Agency. The Notice has been submitted to the *Rome Sentinel*, Rome, New York for publication.

We are providing this notice to you as Clerk of the Oneida County Board of Legislators as a courtesy, so that you may distribute a copy to any Board members who represent an affected tax jurisdiction within which the project is located.

Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 338-0393.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: 
Shawna Papale, Secretary

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law, will be held by the Oneida County Industrial Development Agency (the "Agency") on the 26th day of September 2012 at 11:30 a.m., local time, at 584 Phoenix Drive, Rome, New York 13441, in connection with the following matters:

Griffiss Local Development Corporation, a local development corporation (the "Company"), has applied to the Agency for financial assistance relating to (1) the acquisition of various parcels of land situated at Griffiss Business and Technology Park in the City of Rome, County of Oneida, New York, known as (a) Parcel F6B-1, a 10.866± acre parcel of land located on the north side of Brooks Road to the east of Otis Street; (b) Parcel F6B-2, a 7.303± acre parcel of land located east of lands owned by Sovena USA, Inc.; (c) Parcel F6B-3, a 0.872± acre parcel of land located on the south side of Ellsworth Road to the east of the Steamplant; (d) Parcel F6B-4, a 3.092± acre parcel of land located on the north side of Ellsworth Road across from the Steamplant; (e) Parcel F6B-5, a 3.569± acre parcel of land located on the north side of Ellsworth Road across from the Steamplant; (f) Parcel F10C-2, a 3.359± acre parcel of land located on the north side of Perimeter Road south of the Weapons Storage Area; (g) Parcel F10C-3, a 10.163± acre parcel of land located on the north side of Perimeter Road south of Weapons Storage Area; (h) Parcel F11B, a 70.353± acre parcel of land located on the south side of Perimeter Road south of Technology Heights area; and (i) a portion of Parcel F13 located within the bounds of proposed Hangar Road, to the south of Building 101 parcel (collectively, the "Land"); (2) acquisition of the existing buildings and/or improvements situated on the Land (the "Existing Improvements"), and construction of certain additions thereto; (3) the demolition of certain Existing Improvements; (4) the construction of new buildings on the Land (the "New Improvements") (the Existing Improvements and the New Improvements, collectively, the "Improvements"); and (5) the acquisition and installation of equipment in the Improvements; all to be used for the continued coordination of redevelopment efforts for the realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility").

Pursuant to the Economic Development Conveyance Agreement entered into by and between The United States of America, acting by and through the Secretary of the Air Force (the "Air Force") and the Agency on or about May 25, 2000 (with the Company's concurrence), as the same may have been amended from time to time, the Air Force will convey to the Agency fee title to the Facility. The Agency will lease the Facility to the Company pursuant to a Lease Agreement. At the end of the lease term, the Company will have the option to purchase the Facility. The Agency contemplates that it will provide financial assistance to the Company in the form of granting a lease for a period of at least ten (10) years, exemptions from sales tax, exemptions from mortgage recording tax and abatement of real property taxes on the Facility for ten (10) years, during which time the Company shall pay no taxes. The Agency's proposed financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Dated: September 12, 2012

By: Shawna M. Papale, Executive Director

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT RELATING TO THE **GRIFFISS LOCAL DEVELOPMENT CORPORATION XVII FACILITY** (the "AGREEMENT") is between the Oneida County Industrial Development Agency (the "Issuer"), and Griffiss Local Development Corporation, a non-profit local development corporation, on behalf of itself and/or the principals of Griffiss Local Development Corporation and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company").

Article 1. Preliminary Statement. Among the matters of mutual inducement which have resulted in the execution of this AGREEMENT are the following:

1.01. The Issuer 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 Issuer may deem advisable.

1.02. The purposes of the Act are (i) to promote industry and develop trade by inducing manufacturing, industrial, warehousing, research, civic, recreation and commercial enterprises to locate or remain in the State and (ii) to encourage and assist in the providing of industrial pollution control facilities and (iii) to promote the economic welfare and prosperity of the inhabitants of the State. The Act vests the Issuer with all powers necessary to enable it to accomplish such purposes.

1.03. The Company has requested that the Issuer enter into a transaction in which the Issuer will assist in (1) the acquisition of various parcels of land situated at Griffiss Business and Technology Park in the City of Rome, County of Oneida, New York, known as (a) Parcel F6B-1, a 10.866± acre parcel of land located on the north side of Brooks Road to the east of Otis Street; (b) Parcel F6B-2, a 7.303± acre parcel of land located east of lands owned by Sovena USA, Inc.; (c) Parcel F6B-3, a 0.872± acre parcel of land located on the south side of Ellsworth Road to the east of the Steamplant; (d) Parcel F6B-4, a 3.092± acre parcel of land located on the north side of Ellsworth Road across from the Steamplant; (e) Parcel F6B-5, a 3.569± acre parcel of land located on the north side of Ellsworth Road across from the Steamplant; (f) Parcel F10C-2, a 3.359± acre parcel of land located on the north side of Perimeter Road south of the Weapons Storage Area); (g) Parcel F10C-3, a 10.163± acre parcel of land located on the north side of Perimeter Road south of Weapons Storage Area; (h) Parcel F11B, a 70.353± acre parcel of land located on the south side of Perimeter Road south of Technology Heights area; and (i) a portion of Parcel F13 located within the bounds of proposed Hangar Road, to the south of Building 101 parcel (collectively, the "Land"); (2) acquisition of the existing buildings and/or improvements situated on the Land (the "Existing Improvements"), and construction of certain additions thereto; (3) the demolition of certain Existing Improvements; (4) the construction of new

buildings on the Land (the “New Improvements”) (the Existing Improvements and the New Improvements, collectively, the “Improvements”); and (5) the acquisition and installation of equipment in the Improvements; all to be used for the continued coordination of redevelopment efforts for the realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the “Facility”), including the following as they relate to the acquisition, construction, renovation and equipping of such buildings, whether or not any materials or supplies described below are incorporated into or become an integral part of such building: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, construction, renovation and equipping (collectively, the “Equipment”), and (ii) purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the acquisition, construction, renovation and equipping and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs with respect thereto), installed or placed in, upon or under such building (the “Facility”); and the Facility will be leased (with an obligation to purchase) or sold to the Company or such other person as may be designated by the Company and agreed upon by the Issuer.

1.04. The Company hereby represents to the Issuer that the financing of the Facility through a sale-leaseback transaction (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 acquisition, construction, renovation and equipping of the Facility has not commenced as of the date hereof.

1.05. The Issuer has determined that the acquisition, construction, renovation and equipping of the Facility and the leasing or sale thereof to the Company will promote and further the purposes of the Act.

1.06. The Issuer adopted a resolution on August 27, 2012 (the “Resolution” or the “Inducement Resolution”) agreeing to undertake the Facility 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 Issuer may deem appropriate, to undertake a sale-leaseback transaction in connection with the Facility.

1.07. In the Resolution, the Issuer appointed the Company and its agents and other designees, as its agent for the purposes of acquiring, constructing, renovating and equipping the Facility, and such appointment includes the following activities as they relate to the acquisition, construction, renovation and equipping of the Facility, whether or not the materials, services or supplies described below are incorporated into or become an integral part of the Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with acquiring, constructing, renovating and equipping the Facility, (ii) all purchases, rentals, uses or

consumption of supplies, materials and services of every kind and description used in connection with acquiring, constructing, renovating and equipping the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs with respect thereto), installed or placed in, upon or under the Facility, including all repairs and replacements of such property. Such agency appointment includes the power to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Issuer, and in general to do all things which may be requisite or proper for completing the Facility, all with the same powers and with the same validity as the Issuer could do if acting on its own behalf.

Article 2. Undertakings on the Part of the Issuer. Based upon the statements, representations and undertakings of the Company regarding the Facility and subject to the conditions set forth herein, the Issuer 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 Issuer may deem appropriate, the Issuer will (A) adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for (i) a sale-leaseback transaction, (ii) the construction, renovation and equipping of the Facility, and (iii) the leasing or sale of the Facility to the Company, all as shall be authorized by law and be mutually satisfactory to the Issuer and the Company and (B) enter into a sale-leaseback transaction pursuant to the terms of the Act, as then in force, for the purpose of financing certain costs of the Facility.

2.02. The Issuer will enter into an agreement to lease or sell the Facility to the Company (the "Lease Agreement"). The Lease Agreement shall obligate the Company to make aggregate basic payments of \$1.00 per year. The Company shall be entitled to acquire from the Issuer title to the Facility for \$1.00, plus such additional amounts as shall be prescribed in the Lease Agreement. The Lease Agreement shall contain all provisions required by law and such other provisions as shall be mutually acceptable to the Issuer and the Company.

2.03. That all services, costs and expenses of whatever nature incurred in connection with the acquisition, construction, renovation, equipping, installation, replacement, rebuilding, restoration, repair, maintenance and operation of the Facility have been and will continue to be undertaken by the Company as agent for the Issuer, regardless of whether such services, costs and expenses were undertaken and/or paid in its own name or in the name of the Issuer, and the Issuer shall furnish to the Company an appropriate letter on Issuer letterhead evidencing the authority of the Company to act as agent of the Issuer;

2.04. That, in connection with any lease by the Issuer 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 Issuer.

2.05. That, at the request of the Company, and subject to the agreement between the Issuer and the Company, any future transfers of any portion of real property upon which the Facility is located and not owned by the Issuer, are hereby authorized, such transfers to be from the Company to the Issuer, and there shall be no need for any further official action on behalf of the Issuer other than the execution of the appropriate documents evidencing such transfer.

2.06. The Issuer 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 Issuer 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 Issuer in the Resolution to be the true and lawful agent of the Issuer to (i) acquire, construct, renovate, equip, repair and maintain the Facility and (ii) make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent of the Issuer, and in general to do all things which may be requisite or proper for completing the Facility, all with the same powers and the same validity as the Issuer could do if acting on its own behalf, including the authority to delegate such Issuer appointment, as described in the Resolution.

3.02. [RESERVED]

3.03. The Company will, to the extent deemed by it to be necessary or desirable, enter into a contract or contracts for the construction, renovation, construction and equipping of the Facility (including any necessary contracts for the acquisition of real property necessary or useful in said Facility), and, on the terms and conditions set forth in the Lease Agreement, it will transfer to the Issuer, or cause to be transferred to the Issuer, title to the Facility.

3.04. Contemporaneously with the closing of the sale-leaseback transaction the Company will enter into the Lease Agreement with the Issuer containing, among other things, the terms and conditions described in Section 2.02 hereof and such other financing agreements, indentures, guarantees, and related agreements as shall be necessary or appropriate.

3.05. (a) The Company shall not permit to stand, and will, at its own expense, take all steps reasonably necessary to remove (or bond the same if acceptable to the Issuer and its counsel), any mechanics' or other liens against the Facility for labor or materials furnished in connection with the acquisition, construction, renovation, equipping and refinancing of the Facility. The Company shall forever defend, indemnify and hold the Issuer, its members, officers, employees, and agents, and anyone for whose acts or omissions the Issuer 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

demolition, construction, renovation and equipping of the Facility or arising out of any contract or other arrangement therefor (and including any expenses incurred by the Issuer 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 Issuer pursuant to this AGREEMENT or otherwise.

(b) The Company shall forever defend, indemnify and hold harmless the Issuer, its members, officers, employees and agents, and anyone for whose acts or omissions the Issuer 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 Facility including the failure to comply with the provisions of Article 3.05 hereof, or arising, directly or indirectly, out of the ownership, acquisition, construction, renovation, operation, maintenance, repair or financing of the Facility, and including, without limitation, any expenses incurred by the Issuer 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 Issuer, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Issuer 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 Issuer pursuant to the SEQR Act.

(d) The Company shall provide and carry workers' compensation and disability insurance as required by law and comprehensive liability insurance with such coverages (including, without limitation, owner's protective for the benefit of the Issuer and contractual coverage covering the indemnities herein provided for), with such limits and with such companies as may be approved by the Issuer. Upon the request of the Issuer, the Company shall provide certificates of insurance in form satisfactory to the Issuer evidencing such insurance.

3.06. With the exception of the authorizations required to be adopted by the Issuer to enter into the sale-leaseback transaction, the Company agrees that, as agent for the Issuer 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 Issuer and/or the Company with respect to the Facility, the demolition, construction, renovation and equipping thereof, the operation and maintenance of the Facility and the financing thereof. Every provision required by law to be inserted herein shall be deemed to be set forth herein as if set forth in full;

and upon the request of either party, this AGREEMENT shall be amended to specifically set forth any such provision or provisions.

3.07. The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3.08. If it should be determined that any State or local sales or compensatory use taxes or similar taxes however denominated are payable with respect to the acquisition, purchase or rental of machinery or equipment, materials or supplies in connection with the Facility, or are in any manner otherwise payable directly or indirectly in connection with the Facility, the Company shall pay the same and defend and indemnify the Issuer 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 Issuer with a copy of such annual statement at the time of filing with the State Department of Taxation and Finance.

3.10. If the Facility is leased to another party by the Issuer and subleased to the Company, then in such event, the Company guarantees all of the covenants, undertakings and indemnities of such other party as set forth in this Article 3.

Article 4. General Provisions.

4.01. This AGREEMENT shall take effect on the date of execution hereof by the Issuer and the Company and shall remain in effect until the Lease Agreement becomes effective. It is the intent of the Issuer and the Company that this AGREEMENT be superseded in its entirety by the Lease Agreement, except for the indemnities and guarantee of indemnities contained herein, which shall survive.

4.02. It is understood and agreed by the Issuer and the Company that the issuance of the Bond or Bonds, if any, or, in the alternative, entering into the sale-leaseback transaction and the execution of the Lease Agreement and related documents are subject to (i) obtaining all necessary governmental approvals, (ii) approval of the Board of Directors of the Company, (iii) approval of the members of the Issuer, (iv) satisfactory completion of the environmental review of the Facility by the Issuer in compliance with the State Environmental Quality Review Act, (v) agreement by the Issuer and the Company upon mutually acceptable terms for the Lease Agreement and other documentation usual and customary to transaction of this nature, (vi) the condition that there are no changes in New York State Law which prohibit or limit the Issuer from fulfilling its obligation and commitment as herein set forth to enter into the sale-leaseback transaction and (vii) payment by the Company of the Issuer's transaction fee and the fees and disbursements of transaction counsel and agency counsel.

4.03. The Company agrees that it will reimburse the Issuer for all reasonable and necessary direct out-of-pocket expenses that the Issuer may incur as a consequence of executing this AGREEMENT or performing its obligations hereunder.

4.04. If for any reason the sale-leaseback transaction does not close on or before twelve (12) months from the execution hereof, the provisions of this AGREEMENT (other than the provisions of Articles 3.05, 3.06, 3.07 and 3.08 above, which shall survive) shall, unless extended by agreement of the Issuer and the Company (whether before or after such original expiration date), terminate and be of no further force or effect, and following such termination neither party shall have any rights against the other party except:

(a) The Company shall pay the Issuer for all expenses which were authorized by the Company and incurred by the Issuer in connection with the acquisition, construction, renovation and equipping of the Facility;

(b) The Company shall assume and be responsible for any contracts for construction or purchase of equipment entered into by the Issuer at the request of or as agent for the Company in connection with the Facility; and


(c) The Company will pay the out-of-pocket expenses of members of the Issuer, counsel for the Issuer and Transaction Counsel incurred in connection with the Facility and will pay the reasonable fees of counsel for the Issuer and Transaction Counsel for legal services relating to the Facility or the proposed financing thereof.

IN WITNESS WHEREOF, the parties hereto have entered into this AGREEMENT as of the 27th day of August 2012.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
David C. Grow
Chairman

GRIFFISS LOCAL DEVELOPMENT
CORPORATION

By: 
Steven J. DiMeo
Authorized Representative

ACKNOWLEDGMENT OF RECEIPT
OF AIR FORCE DOCUMENTS

This Acknowledgment is by the Griffiss Local Development Corporation, a New York not-for-profit local development corporation with offices at 584 Phoenix Drive, Rome, New York (the "Company").


1. The Company hereby acknowledges receipt of the following documents:
 - a) Economic Development Conveyance Agreement entered into by and among the United States of America, acting through the Secretary of the Air Force (the "Air Force"), the Oneida County Industrial Development Agency, a public benefit corporation of the State of New York (the "Agency") and the Company on May 25, 2000, as the same may be amended from time to time; and
 - b) Covenant Deferral Requests, if any, by the Air Force to the Agency.(collectively, the "Air Force Documents").

2. The Company hereby agrees to assume all of the Agency's obligations under the Air Force documents and indemnifies and holds the Agency harmless against any claims or actions any party may have against the Agency, which indemnification is more particularly set forth in the Lease Agreement dated as of August 1, 2013 by and between the Agency and the Company thereunder.

[signature page follows]

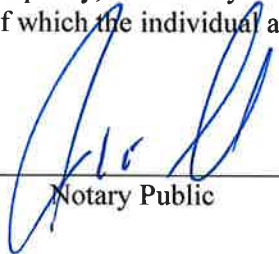
IN WITNESS WHEREOF, the Company has caused this Acknowledgment to be duly executed as of August 1, 2013.

GRIFFISS LOCAL DEVELOPMENT CORPORATION

By: 
Steven J. DiMeo
Its Authorized Representative

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

On the 16th day of August 2013 before me, the undersigned a notary public in and for said state, personally appeared **Steven J. DiMeo**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

Joseph E. Saunders
NOTARY PUBLIC, State of New York
Appointed in Oneida County
License No. 02SA4745082
My Commission Expires: 11/30/ 2013

**BILL OF SALE
(Parcels F6B-1, F6B-2, F6B-3, F6B-4 and F6B-5)**


GRIFFISS LOCAL DEVELOPMENT CORPORATION, a not-for-profit local development corporation duly organized and validly existing under the laws of the State of New York, having its principal office at 584 Phoenix Drive, Rome, New York 13441 (the "Company") for and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, for itself, conveys, transfers, sets over and assigns lien-free, except for Permitted Encumbrances, to the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the "Agency"), a public benefit corporation duly organized and existing under the laws of the State of New York, having its principal office at 584 Phoenix Drive, Rome, New York 13441, and its successors and assigns, all the Company's right, title and interest, of whatever kind, in and to the Equipment and fixtures (more particularly described in Exhibit A hereto) acquired and installed and/or to be acquired and installed in the Facility and leased to the Company pursuant to a Lease Agreement (the "Lease Agreement") dated as of August 1, 2013 between the Company and the Agency, and all building materials delivered to the Company to be used for the completion of the acquisition and renovation of the Facility. This Bill of Sale shall become effective as to each item of Equipment, fixtures and building materials as and when it is delivered to the site of the Facility, or installed in the Facility.

All capitalized terms used herein, unless otherwise defined, shall have the meaning ascribed to such terms in Schedule A to the Lease Agreement, which Schedule A is hereby incorporated by reference in this Bill of Sale and made a part hereof.

[signature page follows]

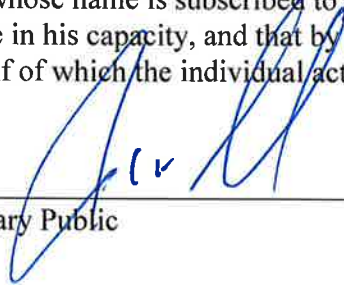
IN WITNESS WHEREOF, the Company has caused this **Bill of Sale** to be signed by its duly authorized officer as of the date first above written.

GRIFFISS LOCAL DEVELOPMENT CORPORATION

By: 
Steven J. DiMeo
Its Authorized Representative

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

On the 16th day of August 2013 before me, the undersigned a notary public in and for said state, personally appeared **Steven J. DiMeo**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

Joseph E. Saunders
NOTARY PUBLIC, State of New York
Appointed in Oneida County
License No. 02SA4745082
My Commission Expires: 11/30/ 2013

EXHIBIT A

Equipment

All fixtures, building materials and items of personal property acquired, constructed, renovated and installed and/or to be acquired, constructed, renovated and installed in connection with the acquisition, construction, renovation and equipping of the Griffiss Local Development Corporation XVII Facility (Parcels F6B-1, F6B-2, F6B-3, F6B-4 and F6B-5) located in the City of Rome, Oneida County, State of New York.



021042

2013 SEP -3 AM 9:00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Bond, Schoeneck & King, PLLC 501 Main Street Utica NY 13501

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
OR Griffiss Local Development Corporation				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
584 Phoenix Drive		Rome	NY	13441
1d. SEE INSTRUCTIONS		1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
Not Applicable		local dev't corp	New York	<input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
Not Applicable				<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR Oneida County Industrial Development Agency				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
584 Phoenix Drive		Rome	NY	13441
				USA

4. This FINANCING STATEMENT covers the following collateral:

- All right, title and interest of Debtor in and to (a) the fixtures constituting part of the premises situate on certain real property situate in the City of Rome, Oneida County, New York, such real property being more particularly described on Exhibit A attached hereto (the "Premises") and (b) any machinery, equipment and other tangible personal property acquired and installed as part of, or otherwise used in connection with, the industrial development agency project located at the Premises, except all production machinery and equipment, whether now owned or hereafter acquired.
- All right, title and interest of Debtor in and to a Lease Agreement, dated as of August 1, 2013 between Debtor and Secured Party including all lease rentals, revenues and receipts payable or receivable thereunder.

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAIOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (if recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	

8. OPTIONAL FILER REFERENCE DATA

NYS - GLDC FACILITY XVII - PARCELS F6B-1, F6B-2, F6B-3, F6B-4 and F6B-5

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

FILING NUMBER: 201309030499971

EXHIBIT A

LEGAL DESCRIPTION OF LAND

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York as shown on a map entitled "Map Showing Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F6B - 1), City of Rome, County of Oneida, State of New York", made by Michael P. Waters, P.L.S. No. 050027, and dated September 10, 2012, which said tract, piece or parcel of land is more particularly bounded and described as follows:

PARCEL F6B - 1

Beginning at the intersection of the division line between the herein described parcel on the north and the lands of Oneida County Industrial Development Agency (reputed owner) on the south with the proposed easterly street boundary of Otis Street; said point being North 44° 32' 25" East, 138.38 feet from a capped iron rod found stamped "AFRL - 36";

thence North 01° 44' 00" West along said the proposed easterly street boundary of Otis Street 573.51 feet to its intersection with the division line between the herein described parcel on the south and the lands of The County of Oneida (reputed owner) on the north;

thence North 88° 18' 28" East along said division line 808.35 feet to its intersection with the division line between the herein described parcel on the southwest and the lands of the County of Oneida (reputed owner) on the northeast;

thence along said division line the following four (4) courses and distances:

1. easterly along a curve to the right having a radius of 800.00 feet, a chord distance of 153.55 feet, a chord direction of South 51° 45' 37" East to a point;
2. South 46° 15' 43" East, 196.90 feet to a point of curvature;
3. easterly along a curve to the left having a radius of 2,050.00 feet, a chord distance of 274.66 feet, a chord direction of South 50° 06' 11" East to a point;
4. South 53° 36' 39" East, 192.69 feet to its intersection with the first mentioned division line; thence along said division line the following three (3) courses and distances:
 1. South 88° 09' 43" West, 1,156.45 feet to a point of curvature;

2. westerly along a curve to the right having a radius of 210.64 feet, a chord distance of 55.40 feet, a chord direction of South 56° 05' 00" West to a point;
3. South 88° 09' 43" West, 217.18 feet to the place of beginning, being 606,670.3 ± sq. ft. or 13.927 acres, more or less.

ALSO, ALL THOSE TRACTS, PIECES OR PARCELS OF LAND situate in the City of Rome, County of Oneida and State of New York as shown on a map entitled "Map Showing Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F6B – 2, Parcel F6B-3, Parcel F6B-4 and Parcel F6B-5), City of Rome, County of Oneida, State of New York", made by Michael P. Waters, P.L.S. No. 050027, and dated August 10, 2012, which said tracts, pieces or parcels of land are more particularly bounded and described as follows:

PARCEL F6B-2

Beginning at the intersection of the division line between the herein described parcel on the north and the lands of Birnie Bus Service Inc. (reputed owner) on the south with the division line between the herein described parcel on the southeast and the lands of Birnie Bus Service Inc. (reputed owner) on the northwest; said point being South 88° 06'28" East 1,491.35 feet from a capped iron rod found stamped "AFRL-37A" located on the proposed westerly street boundary of Otis Street;

thence along the last mentioned division line the following two (2) courses and distances:

1. North 33° 02' 33" East, 95.64 feet to a point;
2. North 19° 33' 12" East, 101.00 feet to its intersection with the division line between the herein described parcel on the south and the lands of Birnie Bus Service Inc. (reputed owner) on the north;

thence along the last mentioned division line the following two (2) courses and distances:

1. North 83° 55' 04" East, 171.85 feet to a point;
2. North 61° 15' 20" East, 116.32 feet to its intersection with the division line between the herein described parcel on the east and the lands of Birnie Bus Service Inc. (reputed owner) on the west;

thence along the last mentioned division line and continuing along the division line between the herein described parcel on the east and the lands of Oneida County Industrial Development Agency (reputed owner) on the west the following three (3) courses and distances:

1. North 01° 12' 49" East, 133.30 feet to a point;
2. North 15° 41' 06" East, 36.41 feet to a point;

North 01° 26' 16" West 764.62 feet to its intersection with the division line between the herein described parcel on the southwest and the lands of Oneida County Industrial Development Agency (reputed owner) on the northeast;

thence South 46° 18' 39" East along said division line 423.32 feet to its intersection with the division line between the herein described parcel on the northwest and the lands of Oneida County Industrial Development Agency (reputed owner) on the southeast;

thence South 54° 34' 23" West along said division line 69.71 feet to its intersection with the division line between the herein described parcel on the southwest and the lands of Oneida County Industrial Development Agency (reputed owner) on the northeast;

thence South 41° 58' 30" East along said division line 181.82 feet to its intersection with the division line between the herein described parcel on the south and the lands of Oneida County Industrial Development Agency (reputed owner) on the north;

thence North 65° 19' 45" East along said division line 51.85 feet to its intersection with the division line between the herein described parcel on the west and the lands of Oneida County Industrial Development Agency (reputed owner) on the east;

thence South 43° 49' 12" East along said division line 59.13 feet to its intersection with the division line between the herein described parcel on the northwest and the lands of Oneida County Industrial Development Agency (reputed owner) on the southeast;

thence along the last mentioned division line the following eight (8) courses and distances:

1. South 39° 25' 33" West, 103.72 feet to a point;
2. South 30° 35' 28" West, 64.70 feet to a point;
3. South 00° 04' 28" East, 74.61 feet to a point;
4. South 41° 35' 26" West, 77.24 feet to a point;
5. South 14° 22' 17" West, 34.91 feet to a point;
6. South 43° 18' 39" West, 428.48 feet to a point;
7. South 76° 40' 56" West, 11.08 feet to a point;
8. South 44° 20' 06" West, 146.76 feet to its intersection with the first mentioned division line;

thence North 83° 27' 38" West along said division line 246.96 feet to the place of beginning, being 318,117.9 ± sq. ft. 7.303 acres, more or less.

PARCEL F6B-3

Beginning at the intersection of the division line between the herein described parcel on the east and the lands of Griffiss Utility Services Corporation (reputed owner) on the west with proposed southerly street boundary of Ellsworth Road; said point being South 66°

50' 50" East 854.83 feet from a capped iron rod found stamped "AFRL-37A" located on the proposed westerly street boundary of Otis Street.

thence North $87^{\circ} 11' 37''$ East along said proposed southerly street boundary of Ellsworth Road 587.03 feet to its intersection with the division line between the herein described parcel on the west and the lands of Griffiss Utility Services Corporation (reputed owner) on the east;

thence South $02^{\circ} 48' 20''$ East along said division line 42.51 feet to its intersection with the division line between the herein described parcel on the northwest and the lands of Griffiss Utility Services Corporation (reputed owner) on the southeast;

thence South $45^{\circ} 16' 57''$ West along said division line 172.48 feet to its intersection with the division line between the herein described parcel on the northeast and the lands of Griffiss Utility Services Corporation (reputed owner) on the southwest;

thence North $41^{\circ} 43' 20''$ West along said division line 12.28 feet to its intersection with the division line between the herein described parcel on the northwest and the lands of Griffiss Utility Services Corporation (reputed owner) on the southeast;

thence South $49^{\circ} 08' 46''$ West along said division line 7.99 feet to its intersection with the division line between the herein described parcel on the southwest and the lands of Griffiss Utility Services Corporation (reputed owner) on the northeast;

thence South $40^{\circ} 51' 08''$ East along said division line 12.28 feet to its intersection with the division line between the herein described parcel on the northwest and the lands of Griffiss Utility Services Corporation (reputed owner) on the southeast;

thence South $49^{\circ} 08' 53''$ West along said division line 36.41 feet to its intersection with the division line between the herein described parcel on the northeast and the lands of Griffiss Utility Services Corporation (reputed owner) on the southwest;

thence along said division line the following two (2) courses and distances:

1. North $30^{\circ} 26' 50''$ West, 9.30 feet to a point;
2. North $47^{\circ} 25' 23''$ West, 28.65 feet to its intersection with the division line between the herein described parcel on the southeast and the lands of Griffiss Utility Services Corporation (reputed owner) on the northwest;

thence North $42^{\circ} 34' 31''$ East along said division line 51.16 feet to its intersection with the division line between the herein described parcel on the west and the lands of Griffiss Utility Services Corporation (reputed owner) on the east;

thence North $00^{\circ} 54' 37''$ West along said division line 26.88 feet to its intersection with the division line between the herein described parcel on the north and the lands of Griffiss Utility Services Corporation (reputed owner) on the south;

thence South 89° 05' 20" West along said division line 150.45 feet to its intersection with the division line between the herein described parcel on the east and the lands of Griffiss Utility Services Corporation (reputed owner) on the west;

thence North 00° 54' 39" West along said division line 28.68 feet to its intersection with the division line between the herein described parcel on the north and the lands of Griffiss Utility Services Corporation (reputed owner) on the south;

thence South 89° 05' 21" West along said division line 22.65 feet to its intersection with the division line between the herein described parcel on the west and the lands of Griffiss Utility Services Corporation (reputed owner) on the east;

thence South 00° 54' 30" East along said division line 28.00 to its intersection with the division line between the herein described parcel on the north and the lands of Griffiss Utility Services Corporation (reputed owner) on the south;

thence South 89° 05' 29" West along said division line 43.63 feet to its intersection with the division line between the herein described parcel on the east and the lands of Griffiss Utility Services Corporation (reputed owner) on the west;

thence along said division line the following three (3) courses and distances:

1. North 00° 54' 32" West, 49.61 feet to a point;
2. North 11° 07' 14" East, 14.41 feet to a point;
3. North 01° 44' 12" West, 13.76 feet to its intersection with the division line between the herein described parcel on the north and the lands of Griffiss Utility Services Corporation (reputed owner) on the south;

thence South 88° 15' 54" West along said division line 225.24 feet to its intersection with the first mentioned division line;

thence North 02° 48' 21" West along said division line 4.39 feet to the place of beginning, being 3,7949.76 ± sq. ft. or 0.871 acre, more or less.

PARCEL F6B-4

Beginning at the intersection of the division line between the herein described parcel on the east and the lands of Birnie Bus Service Inc. (reputed owner) on the west with the proposed northerly street boundary of Ellsworth Road; said point being South 63° 28' 56" East 612.87 feet from a capped iron rod found stamped "AFRL-37A" located on the proposed westerly street boundary of Otis Street.

thence North 01° 25' 57" West along said division line 396.99 feet to its intersection with the division line between the herein described parcel on the south and the lands of Birnie Bus Service Inc. (reputed owner) on the north;

thence North 88° 26' 06" East along said division line 356.12 feet to a point on said division line;

thence South 01° 34' 17" East through the lands of The United States of America (reputed owner) 363.04 feet to its intersection with the aforementioned proposed northerly street boundary of Ellsworth Road;

thence along said proposed northerly street boundary of Ellsworth Road the following two (2) courses and distances:

1. South 87° 11' 37" West, 182.18 feet to a point of curvature;
2. westerly along a curve to the left having a radius of 601.16 feet, a chord distance of 177.49 feet, a chord direction of South 78° 42' 16" West to the place of beginning, being 132,340.3 ± sq. ft. or 3.038 acres, more or less.

PARCEL F6B-5

Beginning at a point on the proposed northerly street boundary of Ellsworth Road; said point being South 75° 44' 05" East 933.19 feet from a capped iron rod found stamped "AFRL-37A" located on the proposed westerly street boundary of Otis Street;

thence North 01° 34' 17" West through the lands of The United States of America (reputed owner) 363.04 feet to its intersection with division line between the herein described parcel on the south and the lands of Birnie Bus Service Inc. (reputed owner) on the north;

thence North 88° 26' 06" East along said division line 552.28 feet to its intersection with division line between the herein described parcel on the west and said lands of Birnie Bus Service Inc. (reputed owner) on the east;

thence South 00° 42' 22" East along said division line 107.93 feet to its intersection with division line between the herein described parcel on the northwest and said lands of Birnie Bus Service Inc. (reputed owner) on the southeast;

thence along said division line the following five (5) courses and distances:

1. South 23° 06' 06" West, 40.44 feet to a point;
2. South 45° 07' 54" West, 69.19 feet to a point;
3. South 56° 31' 03" West, 97.20 feet to a point;
4. South 63° 02' 37" West, 136.46 feet to a point;
5. South 68° 42' 40" West 173.47 feet to its intersection with the aforementioned proposed northerly street boundary of Ellsworth Road;

thence South 87° 11' 37" West along said proposed northerly street boundary of Ellsworth Road 114.35 feet to the place of beginning, being 157,762.6 ± sq. ft. or 3.622 acres, more or less.