

**Inducement Resolution
Goodrich Corporation, a UTC Aerospace Systems Company, doing
business by and through its Power Transmission Systems business unit
Facility**

RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TOWARD APPOINTING GOODRICH CORPORATION, A UTC AEROSPACE SYSTEMS COMPANY, DOING BUSINESS BY AND THROUGH ITS POWER TRANSMISSION SYSTEMS BUSINESS UNIT, THE PRINCIPALS OF GOODRICH CORPORATION, A UTC AEROSPACE SYSTEMS COMPANY, DOING BUSINESS BY AND THROUGH ITS POWER TRANSMISSION SYSTEMS BUSINESS UNIT AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AS AGENT OF THE AGENCY IN CONNECTION WITH A LEASE-LEASEBACK TRANSACTION, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT AND MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE PROJECT.

WHEREAS, Goodrich Corporation, a UTC Aerospace Systems Company, doing business by and through its Power Transmission Systems business unit, on behalf of itself and/or the principals of Goodrich Corporation, a UTC Aerospace Systems Company, doing business by and through its Power Transmission Systems business unit and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has applied to the Oneida County Industrial Development Agency (the "Agency") to enter into a transaction in which the Agency will assist in the renovation of a 110,000± square foot manufacturing facility (the "Improvements") located on a 10.375± acre parcel of land at 104 Otis Street, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment"), including the creation of 14,000± square feet of green space, all to be used for the purpose of designing and manufacturing power transmission products for the aerospace and industrial markets (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the renovation and equipping of the Facility is referred to as the "Project"); and

WHEREAS, the Facility is owned by Becknell LLC (the "Owner"), and the Owner leases the Facility to the Company pursuant to a lease agreement. The Company will lease the Facility to the Agency, pursuant to Article 18-A of the General Municipal Law of the State of New York and Chapter 372 of the Laws of 1970 of the State of New York, as may be amended from time

to time (collectively, the "Act") and the Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement (the "Leaseback Agreement"); and

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

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company in the form of abatement of real property taxes on the Facility and exemption from sales and use taxes on materials and/or equipment used or incorporated in the Facility, which benefits represent a deviation from the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein; and

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

WHEREAS, notice of the Hearing will be given prior to the closing of a lease-leaseback transaction, and the granting of any tax benefits, and such notice (together with proof of publication) will be substantially in the form annexed hereto as **Exhibit A**; and

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

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

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively, the "SEQR Act" or "SEQRA"), the Agency constitutes a "State Agency"; and

WHEREAS, to aid the Agency in determining whether the Facility may have a significant effect upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form and related documents (the "Questionnaire") with respect to the Facility, a copy of which is on file at the office of the Agency; and

WHEREAS, the Questionnaire has been reviewed by the Agency.

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

Section 1.

Based upon the Environmental Assessment Form completed by the Company and reviewed by the Agency and other representations and information furnished by the Company regarding the Facility, the Agency determines that the action relating to the acquisition, renovation and equipping of the Facility is an "unlisted" action, as that term is defined in the SEQRA. The Agency also determines that the action will not have a "significant effect" on the environment, and, therefore, an environmental impact statement will not be prepared. This determination constitutes a negative declaration for purposes of SEQRA. Notice of this determination shall be filed to the extent required by the applicable regulations under SEQRA or as may be deemed advisable by the Chairman of the Agency or counsel to the Agency.

Section 2.

- (a) The acquisition, renovation and equipping of the Facility and the Agency's financial assistance therefor, will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the County and the people of the State of New York and improve their standard of living, and thereby serve the public purposes of the Act and the same is, therefore, approved;
- (b) It is desirable and in the public interest for the Agency to enter into a lease-leaseback transaction, for the purpose of providing financial assistance for the acquisition, renovation and equipping of the Facility, as reflected in the Company's application to the Agency and as amended from time to time prior to the closing of the lease-leaseback transaction.

Section 3.

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

Section 4.

Subject to the conditions set forth in Section 4.02 of the Agreement, the Agency shall assist the Company in its acquisition, renovation and equipping of the Facility and will provide Financial Assistance with respect thereto.

Section 5.

The Company is herewith and hereby appointed the agent of Agency to acquire, renovate and equip the Facility. The Company is hereby empowered to delegate its status as agent of the Agency to agents,

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

Section 5. The law firm of Bond, Schoeneck & King, PLLC is appointed Transaction Counsel in connection with the lease-leaseback transaction.

Section 6. Counsel to the Agency and Transaction Counsel are hereby authorized to work with counsel to the Company and others to prepare, for submission to the Agency, all documents necessary to effect the lease-leaseback transaction.

Section 7. The Chairman of the Agency is hereby authorized and directed (i) to distribute copies of this resolution to the Company and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 8. This resolution shall take effect immediately.

[Remainder of page left blank intentionally]

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

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

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

Such resolution was passed at a meeting of the Agency duly convened in public session on May 17, 2013 at eight a.m., local time, at Rome, New York which the following members were:

Members Present: Ferris Betrus
Natalie Brown
Michael Fitzgerald (via teleconference)
David Grow
Mary Faith Messenger
Steven Zogby

Staff Present: Maureen Carney
Steve DiMeo
Shawna Papale
Jennifer Waters

Others Present: Mark Levitt
Caroline Levitt
Laura Ruberto

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

Voting Aye

Ferris Betrus
Natalie Brown
Michael Fitzgerald
David Grow
Mary Faith Messenger
Steven Zogby

Voting Nay

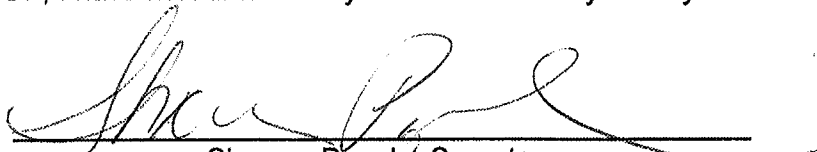
None

and, therefore, the resolution was declared duly adopted.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of May 2013.



Shawna Papale, Secretary

**State of New York }
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 11th day of June, 20 13

to wit: June 11th, 2013

June 11th, 20 13
Amanda Trainham

Sworn to before me this 11th day of June, 20 13

Jennifer E. Fox Notary Public

JENNIFER E. FOX
Notary Public, State of New York
Oneida County, #01FO6149276
My Commission Expires May 10, 20 14

**LEGAL NOTICE
NOTICE OF
PUBLIC HEARING
NOTICE IS HEREBY
GIVEN** that a public hearing pursuant to Article 18-A of the New York State General Municipal Law, will be held by the Oneida County Industrial Development Agency (the "Agency") on the 24th day of June 2013 at 9AM, local time, at the offices of the Oneida County Industrial Development Agency located at 584 Phoenix Drive, Rome, New York 13340 in connection with the following matters:
Goodrich Corporation, a UTC Aerospace Systems Company, doing business by and through its Power Transmission Systems business unit, on behalf of itself or an entity to be formed on behalf of any of the foregoing (collectively, the "Company") has applied to the Agency to enter into a transaction in which the Agency will assist in the renovation of a 110,000± square foot manufacturing facility (the "Improvements") located on a 10.375± acre parcel of land situate at 104 Otis Street, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land"), including the creation of 14,000± square feet of green space, and the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of designing and manufacturing power transmission products for the aerospace and industrial markets (the Land, the Improvements and the Equipment are referred to collectively as the "Facility"). The Facility will be initially operated and/or managed by the Company.

The Facility is owned by Becknell LLC (the "Owner"), and the Owner leases the Facility to the Company pursuant to a lease agreement. The Company will lease the Facility to the Agency and the Agency will lease the Facility back to the Company. At the end of the lease term, the Agency will terminate its leasehold interest in the Facility. The Agency contemplates that it will provide financial assistance to the Company in the form of a lease for a term of approximately ten (10) years, exemptions from sales and use taxes on materials and/or equipment used or incorporated in renovating and equipping the Improvements and abatement of real property taxes for a period of ten (10) years, conditioned upon the Company maintaining certain employment levels at the Facility, which financial assistance represents a deviation from the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility. A copy of the Application for Financial Assistance filed by the Company with the Agency, including an analysis of the costs and benefits of the proposed Project, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York.

ONEIDA COUNTY
INDUSTRIAL
DEVELOPMENT AGENCY
Dated: June 6, 2013
By: /s/ Shawna M. Papale,
Executive Director
6/11-11i

MINUTES OF PUBLIC HEARING

Oneida County Industrial Development Agency
2013 Real Estate Lease

Goodrich Corporation, a UTC Aerospace Systems Company, doing business by and through its Power Transmission Systems business unit Facility

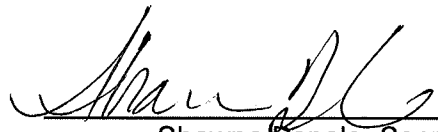
1. David C. Grow, Chairman of the Oneida County Industrial Development Agency (the "Agency"), called the hearing to order.
2. The Chairman then appointed Shawna Papale, Secretary of the Issuer, to record the minutes of the hearing.
3. The Chairman then described the proposed project and related financial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

Goodrich Corporation, a UTC Aerospace Systems Company, doing business by and through its Power Transmission Systems business unit, on behalf of itself or an entity to be formed on behalf of any of the foregoing (collectively, the "Company") has applied to the Agency to enter into a transaction in which the Agency will assist in the renovation of a 110,000± square foot manufacturing facility (the "Improvements") located on a 10.375± acre parcel of land at 104 Otis Street, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment"), including the creation of 14,000± square feet of green space, all to be used for the purpose of designing and manufacturing power transmission products for the aerospace and industrial markets (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the renovation and equipping of the Facility is referred to as the "Project"). The Facility will be initially operated and/or managed by the Company.

The Facility is owned by Becknell LLC (the "Owner"), and the Owner leases the Facility to the Company pursuant to a lease agreement. The Company will lease the Facility to the Agency and the Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement. At the end of the lease term, the Agency will terminate its leasehold interest in the Facility. The Agency contemplates that it will provide financial assistance to the Company in the form of a lease for a term of approximately ten (10) years, exemptions from sales and use taxes on materials and/or equipment used or incorporated in renovating the Improvements and abatement of real property taxes for a period of ten (10) years, conditioned upon the Company maintaining certain employment levels at the Facility, which financial assistance represents a deviation from the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility. A copy of the Application for Financial Assistance filed by the Company with the Agency, including an analysis of the costs and benefits of the proposed Project, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York.

4. The Chairman then opened up the hearing for comments from the floor for or against the proposed financial assistance and the location and nature of the Facility. Attached is a listing of the persons heard and a summary of their views.
5. The Chairman then asked if there were any further comments, and, there being none, the hearing was closed at 9:28 a.m.



Shawna Papale, Secretary

Goodrich Public Hearing

June 24, 2013

Open Public Hearing - 9AM

Present:

Mayor Joe Fusco

City Assessor Joe Surace

Chad Sheline, UTC

Catherine Suttmeier, UTC

Jose Colon, UTC

Shawna Papale, OCIDA

Joe Surace stated he was here with the Mayor of the City of Rome in support of what UTC is doing. The City wants the company to stay and grow.

Joe Surace shared that he was present as the City Assessor. The City Assessor has the job to take from the tax role and add to the tax roll each year. Joe Surace stated how the Goodrich UTC property being discussed under this request for PILOT came back on the roll from Becknell recently. He acknowledged that the City saw an increase in tax payments when the property came back on the role.

Joe Surace noted that there is new equipment going into the building – that might require the company to get a building permit. Pulling a building permit might result in a change of assessment.

Joe Surace shared that the City budget is difficult for the City Treasurer to plan with PILOTs coming off and PILOTs going on. He stated that it is detrimental for the City when properties are on PILOTs and then go off and then come back on. As PILOTs expire and come off the tax roll and then come back on this is a planning challenge but also financially hurts the City.

Joe Surace was one of the first people here when the crafters developed the original MOU. With the original 10 years of PILOTS at Griffiss, his recollection was that companies and people would save money in their coffer to offset the future increase in taxes. According to Joe Surace, basically they would save the money to pay future costs.

Mayor Fusco shared that his thought is that an original 10 year PILOT was to help people to get going. The second ten year request hurts the City. The City needs taxes help fund police, fire department and at some point everyone needs to kick in to have a community that can support businesses.

Mayor Fusco questioned why to give sales tax exemption for ten years. Ms. Papale clarified that the Sales Tax Benefit is not for 10 years just to cover the projects listed in the application; the IDA does not give blanket 10 year sale tax exemptions.

Joe Surace asked if anyone ran a PILOT for five years instead of 10 years for UTC. Ms. Papale said that a five year PILOT was previously considered and turned down by the corporate parent. Surace asked who is the corporate parent that turned down the five year PILOT. Chad Sheline clarified they did not just get bought out. Mr. Sheline said that yes UTC bought them out. He confirmed that UTC would not go for a 5 year PILOT.

Joe Surace stated that the City is made short and so is the School District with this PILOT.

Joe Surace asked what happens to small business owners who do not ask and get PILOTs. He recommended looking at the UTC balance sheet to see if they really need this PILOT. He feels the benefits granted by the IDA for new construction is not eligible to businesses outside of the Base unless a company asks for the PILOT benefits.

Joe Surace clarified that the City was present because they are charged by the school district taxpayers and City taxpayers to protect the tax base. He asked again about the benefit for five years and isn't that enough benefit to grant.

Chad Sheline stated that the issue is that UTC does consider putting operations such as the Rome in low cost areas and countries. To keep the Rome facility low cost it is necessary to facilitate the use of tax abatement and PILOTs. Rome is viewed as a high cost area.

Joe Surace asked if they could define a high cost area.

Chad gave examples in SC & Iowa. However he did stress the need for programs like this request for a PILOT to help put in more equipment and make them more productive.

Joe Surace asked about employment; he noted that the information he had stated UTC has 235 jobs in Rome. Chad Sheline said that yes is correct and that they do have job openings and have the goal to fill those jobs. This project will allow more people to be hired. Currently UTC has open positions. He shared that they have very good positions open – HR, engineers. The goal is to have people trained and have the facility set up with new equipment that will allow dual machine equipment operations.

Joe Surace asked if GUSC can help. Chad said he believes that they are speaking with GUSC too.

Mayor Fusco questioned that \$10 million to move equipment and that this PILOT request is small as to what is the cost to move the operation.

Chad Sheline said moving a company is not viewed as a big issue anymore. He did say there is a concern they can move the company. He personally shared how much he likes the area and he does not want to move. He did state that without new equipment they can't grow and growth is very important to the corporate parent UTC.

Mayor Fusco stressed to Chad without increased revenue the City cannot keep up the community. He acknowledged without growth of the tax base the City will not have roads for people to drive on to come to work. He stressed the need to find the balance. The Mayor stated that everybody needs to kick in their fair share.

Joe Surace asked about UTC having a hiring policy to hire local people. Chad said that they focus on hiring local because local hires are easier to commit to jobs.

Mayor Fusco stated that at some point everyone needs to kick in. He pointed out that the City has no input on PILOTs.

Mayor Fusco asked what is UTC's biggest challenging to hiring – Chad Sheline said that it is hiring engineers. Young engineers just coming out of school want to live in big cities. They have found engineers that are level two (family oriented) are easier to hire.

Joe Surace said no reason in our mind to the percentage.

Chad invited the Mayor to come visit. Mayor says has been there.

Mayor wanted to go on record – he prefers in the future the IDA does extensions only for five years. Ten year is a big pill for people to swallow. Not fair to other companies that are not on PILOTs. From Mayor Fusco, that is the City's suggestion.

Joe Surace it is a tough pill to swallow because there are so many old buildings in Rome. At Griff it is different because there are new buildings.

Joe Surace did ask the company officials, "What can we do for you? Assistance with advertising or help with website?" Chad Sheline responded that we deal with the advertising corporately.

Close Public Hearing 9:28AM

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

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

That I have compared the foregoing copy of the minutes of a public hearing held by the Oneida County Industrial Development Agency (the "Issuer") on June 24, 2013 at 9:00 a.m. local time, at 584 Phoenix Drive, Rome, New York 13441 with the original thereof on file in the office of the Issuer, and that the same is a true and correct copy of the minutes in connection with such matter.

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

IN WITNESS WHEREOF, I have hereunto set my hand as of July 26, 2013.


Secretary

Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/Treasurer
Executive Director

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY



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

David C. Grow, Chairman
Natalie Brown, Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Mary Faith Messenger
Eugene Quadraro
Steven Zogby

June 7, 2013

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

Re: *Goodrich Corporation, a UTC Aerospace Company Facility*

Dear Sir:

On June 24, 2013 at 9 o'clock a.m., local time, at 584 Phoenix Drive, Rome, New York, the Oneida County Industrial Development Agency (the "Agency") will conduct a public hearing regarding this project for Goodrich Corporation. Attached is a copy of the Notice of Public Hearing describing the project and the financial assistance contemplated by the Agency. The Notice has been submitted to the *Rome Sentinel*, Rome, New York for publication.

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

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

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:


Shawna M. Papale, Executive Director

Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/Treasurer
Executive Director

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
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Ferris Betrus Jr.
Michael Fitzgerald
Mary Faith Messenger
Eugene Quadraro
Steven Zogby

June 7, 2013

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

Re: *Goodrich Corporation, a UTC Aerospace Company Facility*

Dear Sir:

On June 24, 2013 at 9 o'clock a.m., local time, at 584 Phoenix Drive, Rome, New York, the Oneida County Industrial Development Agency (the "Agency") will conduct a public hearing regarding this project for Goodrich Corporation. Attached is a copy of the Notice of Public Hearing describing the project and the financial assistance contemplated by the Agency. The Notice has been submitted to the *Rome Sentinel*, Rome, New York for publication.

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

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:


Shawna M. Papale, Executive Director

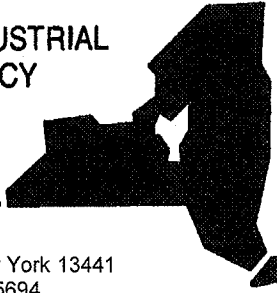
Anthony J. Picente Jr.
County Executive

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David C. Grow, Chairman
Natalie Brown, Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Mary Faith Messenger
Eugene Quadraro
Steven Zogby

June 7, 2013

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

Re: *Goodrich Corporation, a UTC Aerospace Company Facility*

Dear Madam:

On June 24, 2013 at 9 o'clock a.m., local time, at 584 Phoenix Drive, Rome, New York, the Oneida County Industrial Development Agency (the "Agency") will conduct a public hearing regarding this project for Goodrich Corporation. Attached is a copy of the Notice of Public Hearing describing the project and the financial assistance contemplated by the Agency. The Notice has been submitted to the *Rome Sentinel*, Rome, New York for publication.

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

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

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:


Shawna M. Papale, Executive Director

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

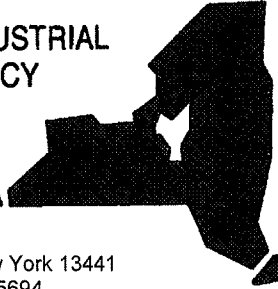
Anthony J. Picente Jr.
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Secretary/Treasurer

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Assistant Secretary

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David C. Grow
Chairman

Natalie Brown
Vice Chairman

Ferris Betrus Jr.

Michael Fitzgerald

Mary Faith Messenger

Eugene Quadraro

Stephen Zogby

June 7, 2013

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

Re: *Goodrich Corporation, a UTC Aerospace Company*

Dear Mr. Billard:

On June 24, 2013 at 9 o'clock a.m., local time, at 584 Phoenix Drive, Rome, New York, the Oneida County Industrial Development Agency (the "Agency") will conduct a public hearing regarding this project for Goodrich Corporation. Attached is a copy of the Notice of Public Hearing describing the project and the financial assistance contemplated by the Agency. The Notice has been submitted to the *Rome Sentinel*, Rome, New York for publication.

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

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

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:


Shawna Papale, Secretary

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law, will be held by the Oneida County Industrial Development Agency (the "Agency") on the 24th day of June 2013 at 9AM, local time, at the offices of the Oneida County Industrial Development Agency located at 584 Phoenix Drive, Rome, New York 13340 in connection with the following matters:

Goodrich Corporation, a UTC Aerospace Systems Company, doing business by and through its Power Transmission Systems business unit, on behalf of itself or an entity to be formed on behalf of any of the foregoing (collectively, the "Company") has applied to the Agency to enter into a transaction in which the Agency will assist in the renovation of a 110,000± square foot manufacturing facility (the "Improvements") located on a 10.375± acre parcel of land situate at 104 Otis Street, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land"), including the creation of 14,000± square feet of green space, and the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of designing and manufacturing power transmission products for the aerospace and industrial markets (the Land, the Improvements and the Equipment are referred to collectively as the "Facility"). The Facility will be initially operated and/or managed by the Company.

The Facility is owned by Becknell LLC (the "Owner"), and the Owner leases the Facility to the Company pursuant to a lease agreement. The Company will lease the Facility to the Agency and the Agency will lease the Facility back to the Company. At the end of the lease term, the Agency will terminate its leasehold interest in the Facility. The Agency contemplates that it will provide financial assistance to the Company in the form of a lease for a term of approximately ten (10) years, exemptions from sales and use taxes on materials and/or equipment used or incorporated in renovating and equipping the Improvements and abatement of real property taxes for a period of ten (10) years, conditioned upon the Company maintaining certain employment levels at the Facility, which financial assistance represents a deviation from the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility. A copy of the Application for Financial Assistance filed by the Company with the Agency, including an analysis of the costs and benefits of the proposed Project, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Dated: June 6, 2013

By: /s/ Shawna M. Papale, Executive Director

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT RELATING TO THE **GOODRICH CORPORATION FACILITY** (the "AGREEMENT") is between the Oneida County Industrial Development Agency (the "Agency"), and Goodrich Corporation, a UTC Aerospace Systems Company, doing business by and through its Power Transmission Systems business unit on behalf of itself and/or the principals of Goodrich Corporation, a UTC Aerospace Systems Company, doing business by and through its Power Transmission Systems business unit and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company").

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

1.01. The Agency is authorized and empowered by the provisions of Article 18-A of the General Municipal Law of the State of New York as amended, and Chapter 372 of the Laws of 1970 of the State of New York, as may be amended from time to time (collectively, the "Act") to undertake "Projects" (as defined in the Act) and to lease or sell the same upon such terms and conditions as the Agency may deem advisable.

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

1.03. The Company has requested that the Agency assist in the renovation of a 110,000± square foot manufacturing facility (the "Improvements") located on a 10.375± acre parcel of land at 104 Otis Street, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment"), including the creation of 14,000± square feet of green space, all to be used for the purpose of designing and manufacturing power transmission products for the aerospace and industrial markets (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the renovation and equipping of the Facility is referred to as the "Project"). The Facility is owned by Becknell LLC (the "Owner"), and the Owner leases the Facility to the Company pursuant to a lease agreement. The Company will lease the Facility to the Agency and the Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement (the "Leaseback Agreement").

1.04. The Company hereby represents to the Agency that the Project (a) will not result in the removal of an industrial or manufacturing plant from one area of the State to another area of the State or an abandonment of one or more plants of the Company located in the State; (b) is reasonably necessary to discourage the Company from removing such other plant or facility to a location outside the State, or (c) is reasonably

necessary to preserve the competitive position of the Company in its industry. The renovation and equipping of the Facility has not/did not commence(d) as of May 17, 2013.

1.05. The Agency has determined that the renovation and equipping of the Facility, as described in the Company's application to the Agency dated May 10, 2013, which Application may be amended from time to time prior to closing of the lease-leaseback transaction (the "Application"), will promote and further the purposes of the Act.

1.06. On May 17, 2013, the Agency adopted a resolution (the "Resolution" or the "Inducement Resolution") agreeing to undertake the Project in order to assist the Company and to effectuate the purposes of the Act and, subject to the happening of all acts, conditions and things required precedent to such undertaking and the satisfactory completion of such additional acts and reviews as the Agency may deem appropriate, to undertake a lease-leaseback transaction in connection with the Project.

1.07. In the Resolution, the Agency appointed the Company and its agents and other designees, as its agent for the purposes of renovating and equipping the Facility, and such appointment includes the following activities as they relate to the renovation and equipping of the Facility, whether or not the materials, services or supplies described below are incorporated into or become an integral part of the Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with renovating and equipping the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with renovating and equipping the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs with respect thereto), installed or placed in, upon or under the Facility, including all repairs and replacements of such property. Such agency appointment includes the power to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency, and in general to do all things which may be requisite or proper for completing the Facility, all with the same powers and with the same validity as the Agency could do if acting on its own behalf.

Article 2. Undertakings on the Part of the Agency. Based upon the statements, representations and undertakings of the Company regarding the Facility and subject to the conditions set forth herein, the Agency hereby confirms and acknowledges:

2.01. Upon satisfactory completion of the conditions precedent set forth herein and in the Resolution and the satisfactory completion of such additional acts and reviews as the Agency may deem appropriate, the Agency will (A) adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for (i) a lease-leaseback transaction, (ii) the renovation and equipping of the Facility, (iii) the granting of financial assistance that represents a

deviation from the Agency's Uniform Tax Exemption Policy and (iv) the leasing of the Facility to the Company pursuant to the Leaseback Agreement, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company and (B) shall enter into a lease-leaseback transaction pursuant to the terms of the Act, as then in force, for the purpose of financing certain costs of the Facility.

2.02. The Leaseback Agreement shall be for approximately a ten year term and shall obligate the Company to make aggregate basic payments in the amount of \$500.00 as and when the same shall become due and payable. The Company shall be entitled to terminate the Agency's leasehold interest in the Facility for an aggregate amount of \$500.00, plus such additional amounts as shall be prescribed in the Leaseback Agreement. Specifically, the Leaseback Agreement shall contain a provision that will allow the Company to terminate the Leaseback Agreement at any time upon written notice to the Agency and upon payment by the Company of all applicable fees, penalties and reimbursement of benefits. The Leaseback Agreement shall contain all provisions required by law and such other provisions as shall be mutually acceptable to the Agency and the Company.

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

2.04. That, in connection with any lease by the Agency to the Company that is, in turn, subleased or leased by the Company, it is the intent of all parties to the transactions that any sublease or lease is undertaken by the Company as agent for the Agency.

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

2.06. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

Article 3. Undertakings on the Part of the Company. Based upon the statements, representations and undertakings of the Agency herein and in the

Resolution and subject to the conditions set forth herein and in the Resolution, the Company agrees as follows:

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

3.02. In the Application, the Company projected that it will retain no less than 235 jobs for the duration of the Lease Term and create no less than 5 jobs by the commencement of year three of the Lease Term and maintain them for the balance of the Lease Term as a result of undertaking the Facility (the "Employment Obligation"). The Company acknowledges that the financial assistance granted by the Agency in connection with the Facility is conditioned upon achieving the Employment Obligation.

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

3.04. Contemporaneously with the closing of the lease-leaseback transaction the Company will enter into the Leaseback Agreement with the Agency containing, among other things, the terms and conditions described in Section 2.02 hereof.

3.05. (a) The Company shall not permit to stand, and will, at its own expense, take all steps reasonably necessary to remove (or bond the same if acceptable to the Agency and its counsel), any mechanics' or other liens against the Facility for labor or materials furnished in connection with the renovation and equipping of the Facility. The Company shall forever defend, indemnify and hold the Agency, its members, officers, employees, and agents, and anyone for whose acts or omissions the Agency or any of them may be liable, harmless from and against all costs, losses, expenses, claims, damages and liabilities of whatever kind or nature arising, directly or indirectly, out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the renovation and equipping of the Facility or arising out of any contract or other arrangement therefor (and including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing), whether such claims or liabilities arise as a result of the Company acting as agent for the Agency pursuant to this AGREEMENT or otherwise.

(b) The Company shall forever defend, indemnify and hold harmless the Agency, its members, officers, employees and agents, and anyone for whose acts or

omissions the Agency or any of them may be liable, from and against all claims, causes of action, liabilities and expenses (including without limitation attorneys' fees) howsoever arising for loss or damage to property or any injury to or death of any person (including, without limitation, death of or injury to any employee of the Company or any sublessee) that may occur subsequent to the date hereof by any cause whatsoever in relation to the Facility including the failure to comply with the provisions of Article 3.05 hereof, or arising, directly or indirectly, out of the ownership, renovation, equipping, acquisition, operation, maintenance, repair or financing of the Facility, and including, without limitation, any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

(c) The defense and indemnities provided for in this Article 3 shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by law. Without limiting the generality of the foregoing, the foregoing indemnifications shall apply to and encompass any action (or alleged failure to act) of the Agency pursuant to the SEQR Act.

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

3.06. With the exception of the authorizations required to be adopted by the Agency for the Agency to enter into the lease-leaseback transaction, the Company agrees that, as agent for the Agency or otherwise, it will comply with all the requirements of all federal, state and local laws, rules and regulations of whatever kind and howsoever denominated applicable to the Agency and/or the Company with respect to the Facility, the renovation and equipping thereof, the operation and maintenance of the Facility and the financing thereof. Every provision required by law to be inserted herein shall be deemed to be set forth herein as if set forth in full; and upon the request of either party, this AGREEMENT shall be amended to specifically set forth any such provision or provisions.

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

3.08. If it should be determined that any State or local sales or compensatory use taxes or similar taxes however denominated are payable with respect to the acquisition, purchase or rental of machinery or equipment, materials or supplies in connection with the Project, or are in any manner otherwise payable directly or indirectly in connection with the Project, the Company shall pay the same and defend and indemnify the Agency from and against any liability, expenses and penalties arising out of, directly or indirectly, the imposition of any such taxes.

3.09. The Company shall file with the New York State Department of Taxation and Finance an annual statement of the value of all sales and use tax exemptions claimed in connection with the Facility, in compliance with Section 874(8) of the New York State General Municipal Law. The Company shall provide the Agency with a copy of such annual statement at the time of filing with the State Department of Taxation and Finance.

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

Article 4. General Provisions.

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

4.02. It is understood and agreed by the Agency and the Company that entering into the lease-leaseback transaction and the execution of the Leaseback Agreement and related documents are subject to (i) obtaining all necessary governmental approvals, (ii) approval of the members of the Company, (iii) approval of the members of the Agency, (iv) satisfactory completion of the environmental review of the Facility by the Agency in compliance with the State Environmental Quality Review Act, (v) agreement by the Agency and the Company upon mutually acceptable terms and conditions for the Leaseback Agreement and other documentation usual and customary to transactions of this nature, (vi) the condition that there are no changes in New York State Law which prohibit or limit the Agency from fulfilling its obligation and commitment as herein set forth to enter into the lease-leaseback transaction and (vii) payment by the Company of the Agency's transaction fee and the fees and disbursements of agency counsel or transaction counsel. The Agency's transaction fee is calculated based upon the size of the project; based upon the projections in the Company's Application, the transaction fee for this project is estimated at \$47,145.00, which will be payable in full at closing.

4.03. The Company agrees that it will reimburse the Agency for all reasonable and necessary direct out-of-pocket expenses that the Agency may incur as a consequence of executing this AGREEMENT or performing its obligations hereunder. Examples of such expenses include, but are not limited to, photocopies, phone and fax charges, postage and other shipping charges incurred in connection with closing the lease-leaseback transaction or complying with any requests after closing relating to the lease-leaseback transaction, including but not limited to requests under the Freedom of Information Act, requests relating to the Project.

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

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


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

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


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IN WITNESS WHEREOF, the parties hereto have entered into this AGREEMENT as of the 17th day of May 2013.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
David C. Grow
Chairman

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

By: 
Name: Joe Eden
Title: Controller

**Final Authorizing Resolution
Goodrich Corporation Facility**

Transcript Document No. 10

Date: June 28, 2013

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York 13441 on the 28th day of June 2013, the following members of the Agency were:

Members Present: Natalie Brown
Michael Fitzgerald
David Grow
Mary Faith Messenger
Eugene Quadraro
Steve Zogby

Staff Present: Maureen Carney
Shawna Papale
Jennifer Waters

Others Present: Mayor Joseph Fusco
Camille Kahler, Esq.
Caroline Levitt, Esq.
Mark Levitt, Esq.
A. McLeach
Christopher Militello, Esq.
Patricia Riedel
Linda Romano, Esq.
Laura Ruberto
Jef Saunders, Esq.
D. Szwech
Jeffrey Simons
Brad Taylor

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to proposed financial assistance to Goodrich Corporation.

The following resolution was duly moved, seconded, discussed and adopted with the following members voting:

Voting Aye

Natalie Brown
Michael Fitzgerald
David Grow
Mary Faith Messenger
Eugene Quadraro
Steve Zogby

Voting Nay

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE COMPANY LEASE, THE LEASEBACK AGREEMENT, THE PAYMENT-IN-LIEU-OF-TAX AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE GOODRICH CORPORATION FACILITY LOCATED IN THE CITY OF ROME, ONEIDA COUNTY.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 372 of the Laws of 1970 of the State of New York (collectively, the "Act"), the Agency was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, Goodrich Corporation, a UTC Aerospace Company, doing business by and through its Power Transmission Systems business unit (the "Company") has requested that the Agency provide certain financial assistance, consisting of exemptions from real property taxes and sales taxes (the "Financial Assistance"), for a project (the "Project") consisting of the acquisition of a 2.70± acre parcel of vacant land situated at [no assigned number] Harbor Way, City of Rome, Oneida County, New York (the "Land"); construct on the Land a 21,600± square foot warehouse building (the "Improvements"); and the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of warehousing metallic tubes for future use in the manufacturing of heat exchange devices (the Land, the Improvements and the Equipment referred to collectively as the "Facility"); and

WHEREAS, the Agency will acquire a leasehold interest in the Facility pursuant to a Lease Agreement from the Company to the Agency (the "Lease Agreement") and lease the Facility back to the Company pursuant to a Leaseback Agreement from the Agency to the Company (the "Leaseback Agreement"); and

WHEREAS, the Agency by resolution duly adopted on September 27, 2012 (the "Inducement Resolution") decided to proceed under the provisions of the Act to lease the Facility and directed that a public hearing be held and enter into the Lease Agreement and Leaseback Agreement; and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities which may arise in connection with the Project and the Agency's leasehold interest in the Facility; and

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

Section 1. The Agency hereby finds and determines:

(a) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(b) The Facility constitutes a "project", as such term is defined in the Act; and

(c) The acquisition, construction and equipping of the Facility, the leasing of the Facility to the Company and the Agency's Financial Assistance with respect thereto, will promote and maintain the job opportunities, health, general prosperity and economic welfare of

the citizens of Oneida County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The acquisition, construction, equipping and financing of the Facility is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

(e) Based upon representations of the Company and Company's Counsel, the Facility conforms with the local zoning laws and planning regulations of Oneida County and all regional and local land use plans for the area in which the Facility is located; and

(f) The SEQRA findings adopted by the Agency on September 27, 2012 encompassed the actions to be undertaken by this resolution and no changes have been made since that time to the proposed action that would create new or increased adverse environmental impacts; and

(g) It is desirable and in the public interest for the Agency to undertake the Project; and

(h) The Lease Agreement is an effective instrument whereby the Company grants the Agency a leasehold interest in the Facility; and

(i) The Leaseback Agreement is an effective instrument whereby the Agency leases the Facility back to the Company; and

(j) The Payment-in-Lieu-of-Tax Agreement (the "PILOT Agreement") between the Company and the Agency, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency and the Company set forth the terms and conditions of their Agreement regarding the Company's payments in lieu of real property taxes; and

(k) The Environmental Compliance and Indemnification Agreement (the "Environmental Compliance and Indemnification Agreement") by the Company for the benefit of the Agency will be an effective instrument whereby the Company agrees to comply with all Environmental Laws (as defined therein) applicable to the Facility and will indemnify and hold harmless the Agency for all liability under all such Environmental Laws; and

(l) The Jobs Creation and Recapture Agreement (the "Jobs Creation Agreement") by the Company for the benefit of the Agency will be an effective instrument whereby the Company agrees that the Financial Assistance is conditioned upon maintaining certain employment levels as a result of the Project.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) acquire a leasehold interest in the Facility pursuant to the Lease Agreement, (ii) execute, deliver and perform the Lease Agreement, (iii) lease the Facility back to the Company pursuant to the Leaseback Agreement, (iv) execute, deliver and perform the Leaseback Agreement, (v) execute, deliver and perform the PILOT Agreement, and (vi) provide the Financial Assistance to the Company in support of the Project.

Section 3. The Agency is hereby authorized to accept a leasehold interest in the real property described in Exhibit A to the Lease Agreement and the personal property described in

Exhibit B to the Lease Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 4. The form and substance of the Lease Agreement, the Leaseback Agreement, the Environmental Compliance and Indemnification Agreement, the Jobs Creation Agreement and the PILOT Agreement (each in substantially the forms presented to the Agency and which, prior to the execution and delivery thereof, may be redated) are hereby approved.

Section 5.

(a) The Chairman, Vice Chairman, Secretary or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Lease Agreement, the Leaseback Agreement and the PILOT Agreement, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Secretary or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "Closing Documents"). The execution thereof by the Chairman, Vice Chairman, or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, Secretary or member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Leaseback Agreement).

Section 6. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Closing Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Closing Documents binding upon the Agency.

Section 7. This resolution shall take effect immediately.

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

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

That I have compared the annexed extract of the minutes of the meeting of the Agency, including the resolutions contained therein, held on the 28th day of June 2013 with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

That the Lease Agreement, the Leaseback Agreement, the Environmental Compliance and Indemnification Agreement and the PILOT Agreement contained in this transcript of proceedings are each in substantially the form presented to the Agency and/or approved by said meeting.

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

IN WITNESS WHEREOF, I have hereunto set my hand as of this 26th day of July 2013.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 

Shawna M. Papale, Secretary

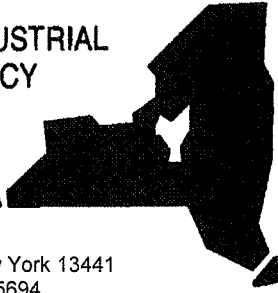
Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/Treasurer
Executive Director

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

OCIDA



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

David C. Grow, Chairman
Natalie Brown, Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Mary Faith Messenger
Eugene Quadraro
Steven Zogby

June 14, 2013

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

Re: *Goodrich Corporation, a UTC Aerospace Systems Company*

Dear Sir:

On June 28, 2013 at 8:00 a.m. local time at 584 Phoenix Drive, Rome, New York 13441, the Oneida County Industrial Development Agency (the "Agency") will meet to consider a final authorizing resolution regarding the above-referenced project for the use of Goodrich Corporation, a UTC Aerospace Systems Company, doing business by and through its Power Transmission Systems business unit (the "Company").

The financial assistance contemplated by the Agency constitutes a deviation from its Uniform Tax Exemption Policy (the "Policy") in the following respects:

- The Company will pay 66% of taxes during years 1 – 5, 70% of taxes in year 6, 76% of taxes in year 7, 82% of taxes in year 8, 88% of taxes in year 9, 94% of taxes in year 10 and 100% of taxes after year 10. All PILOT Payments will be calculated using the assessed value of the Facility on the date of closing.

The Company will also receive exemptions from sales tax on materials purchased in connection with the renovation and equipping of the Facility, consistent with the Agency's Policy.

The Agency is deviating from its policy for the following reasons:

1. The nature of the proposed project -- *The project is an existing manufacturing facility which was recently acquired by a global corporation, UTC.*
2. The extent to which a project will create or retain permanent, private sector jobs -- *The Facility currently has 235 employees. With locations throughout the world, UTC has ample opportunity to move the site elsewhere.*

Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/Treasurer
Executive Director

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY



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

David C. Grow, Chairman
Natalie Brown, Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Mary Faith Messenger
Eugene Quadraro
Steven Zogby

3. The estimated value of tax exemptions to be provided -- *The Facility was recently returned to the tax rolls after a 10-year standard industrial PILOT, and was paying 2/3 of taxes the last 5 years of the PILOT. Continuance of the benefit will allow the company to keep its pricing competitive.*
4. The amount of private sector investment generated or likely to be generated by the proposed project -- *UTC has plans to invest \$9,429,000 into renovations to the Facility. The granting of financial assistance by the IDA will hopefully encourage UTC to continue to invest into this site in the future.*

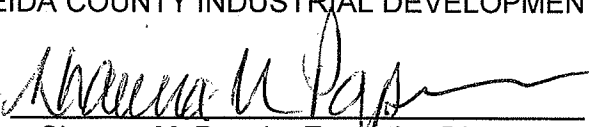
You are welcome to attend such meeting at which time you will have an opportunity, both orally and in writing, to present your views with respect to the project. We are providing this notice to you, pursuant to Chapters 356 and 357 of the Laws of 1993, as the chief executive officer of an affected tax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

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

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:


Shawna M. Papale, Executive Director

Anthony J. Picente Jr.
County Executive

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June 14, 2013

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

Re: *Goodrich Corporation, a UTC Aerospace Systems Company*

Dear Sir:

On June 28, 2013 at 8:00 a.m. local time at 584 Phoenix Drive, Rome, New York 13441, the Oneida County Industrial Development Agency (the "Agency") will meet to consider a final authorizing resolution regarding the above-referenced project for the use of Goodrich Corporation, a UTC Aerospace Systems Company, doing business by and through its Power Transmission Systems business unit (the "Company").

The financial assistance contemplated by the Agency constitutes a deviation from its Uniform Tax Exemption Policy (the "Policy") in the following respects:

- The Company will pay 66% of taxes during years 1 – 5, 70% of taxes in year 6, 76% of taxes in year 7, 82% of taxes in year 8, 88% of taxes in year 9, 94% of taxes in year 10 and 100% of taxes after year 10. All PILOT Payments will be calculated using the assessed value of the Facility on the date of closing.

The Company will also receive exemptions from sales tax on materials purchased in connection with the renovation and equipping of the Facility, consistent with the Agency's Policy.

The Agency is deviating from its policy for the following reasons:

1. The nature of the proposed project -- *The project is an existing manufacturing facility which was recently acquired by a global corporation, UTC.*
2. The extent to which a project will create or retain permanent, private sector jobs -- *The Facility currently has 235 employees. With locations throughout the world, UTC has ample opportunity to move the site elsewhere.*

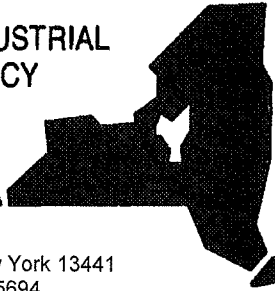
Anthony J. Picente Jr.
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Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 338-0393.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:

A handwritten signature in black ink, appearing to read 'Shawna M. Papale', is written over a horizontal line.

Shawna M. Papale, Executive Director

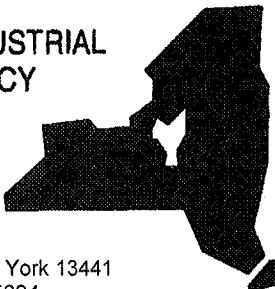
Anthony J. Picente Jr.
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June 14, 2013

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

Re: Goodrich Corporation, a UTC Aerospace Systems Company

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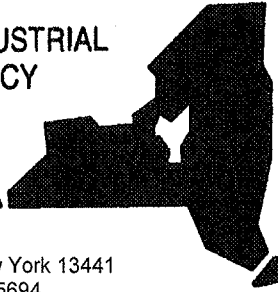
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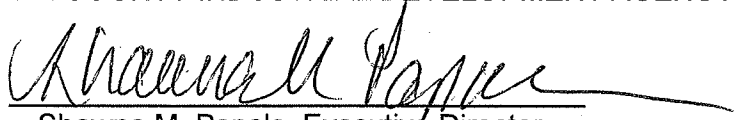
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Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:


Shawna M. Papale, Executive Director

c: Patricia Riedel, 1260 Cedarbrook Drive, Rome NY 13440
Jeffrey P. Simons, Superintendent of Schools