

GRIFFISS LOCAL DEVELOPMENT CORPORATION  
and  
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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PAYMENT-IN-LIEU-OF-TAX AGREEMENT

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Oneida County Industrial Development Agency  
2012 Real Estate Lease

(GRIFFISS LOCAL DEVELOPMENT CORPORATION/  
BUILDINGS 776/778 FACILITY)

County of Oneida

and

City of Rome

and

Rome City School District

Tax Account Number: Part of 243.000-1-1.6 (Land)  
243.000-1-1.6-1 (Land and Building 776)  
Part of 243.000-1-1.9 (Land) and  
243.000-1-1.9-1 (Building 778)

## PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS AGREEMENT, dated as of July 1, 2012, is by and between **GRIFFISS LOCAL DEVELOPMENT CORPORATION**, a not-for-profit local development corporation duly organized and validly existing under the laws of the State of New York, having its principal office at 584 Phoenix Drive, Rome, New York 13441 ("GLDC") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, an industrial development agency and a public benefit corporation of the State of New York having its principal office at 584 Phoenix Drive, Rome, New York 13441 (the "Agency").

### W I T N E S S E T H:

WHEREAS, the Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended, (the "Enabling Act"), and Chapter 372 of the 1970 Laws of New York, as amended, constituting Section 901 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of, among others, industrial facilities for the purpose of promoting, attracting and developing economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, GLDC has requested the Agency assist in a certain industrial development facility consisting of (a) renovations to a 28,092± square foot, one-story building known as Building 776 ("Building 776") located on a 1.510± acre parcel of land situate at 474 Phoenix Drive, Technology Heights, Griffiss Business and Technology Park, City of Rome, Oneida County, New York, and a 0.969+/- acre parcel of land situate on the southerly side of said Phoenix Drive (across the street from Building 776) improved by a parking lot (the "Parking Lot") (the 1.510+/- acre parcel of land and the 0.969+/- acre parcel of land being, collectively, the "Building 776 Land"); (b) renovations to a 20,534± square foot, two-story building known as Building 778 ("Building 778") located on a 0.989+/- acre parcel of land situate at 775 Daedalian Drive, Technology Heights, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the 0.989+/- acre parcel of land being the "Building 778 Land") (Building 776, Building 778 and the Parking Lot are hereinafter referred to collectively as the

“Improvements”, and the Building 776 Land and the Building 778 Land are hereinafter referred to collectively as the “Land”); and the acquisition and installation of equipment (the “Equipment”) on or in the Improvements , all to be used to house research and development and/or professional offices, and all for the coordination of redevelopment efforts for the realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment are hereinafter referred to collectively as the “Facility”); and

WHEREAS, The United States of America, acting by and through the Secretary of the Air Force (the “Air Force”), conveyed a 2.452 ± acre parcel of real property (“Parcel F2C”) to the Agency by means of a Quitclaim Deed (the “F2C Deed”) dated July 31, 2000 and recorded in the Oneida County Clerk’s Office on June 27, 2001 in Book of Deeds 2977 at Page 228; and

WHEREAS, the Agency leases Parcel F2C to GLDC pursuant to a certain lease agreement dated as of June 1, 2001 (the “F2C Prime Lease”) between the Agency and GLDC, a memorandum of which was recorded on June 27, 2001, in the Oneida County Clerk's office in Book of Deeds 2977 at Page 242, as said F2C Prime Lease may have been amended; and

WHEREAS, the Air Force conveyed a 20.68 ± acre parcel of real property (“Parcel F4B”) to the Agency by means of a Quitclaim Deed (the “F4B Deed”) dated August 21, 2001 and recorded in the Oneida County Clerk’s Office on January 7, 2002 in Book of Deeds 3032 at Page 319; and

WHEREAS, GLDC occupies Parcel F4B as a tenant pursuant to a certain lease agreement dated as of December 1, 2001 (the “F4B Prime Lease”) between the Agency and GLDC, a memorandum of which was recorded on January 7, 2002, in the Oneida County Clerk's office in Book of Deeds 3032 at Page 337, as said F4B Prime Lease may have been amended; and

WHEREAS, the Agency and GLDC entered into a Partial Release of Lease Agreement dated as of July 1, 2012 (the “Release Agreement”) whereby the Land (including any buildings, structures or other improvements thereon) is released from the premises described in the F2C Prime Lease and from the premises described in the F4B Prime Lease; and

WHEREAS, the Agency conveyed fee title to the Building 776 Land (including Building 776) to itself by way of a Bargain and Sale Deed dated as of July 1, 2012 (the “First Agency Deed”); and

WHEREAS, the Agency conveyed fee title to the Building 778 Land (including Building 778) to itself by way of a Bargain and Sale Deed dated as of July 1, 2012 (the "Second Agency Deed") (the First Agency Deed and the Second Agency Deed being, collectively, the "Agency Deeds"); and

WHEREAS, GLDC has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to acquire, construct, renovate and equip the Facility in accordance with the Plans and Specifications; and

WHEREAS, the Agency proposes to lease the Facility to GLDC, and GLDC desires to rent the Facility from the Agency, upon the terms and conditions set forth in a Lease Agreement dated as of July 1, 2012 (the "Lease Agreement") by and between the Agency, as lessor, and GLDC, as lessee; and

WHEREAS, GLDC subleases all of Building 776 and the second floor of Building 778 (the "ITT Dolphin Facility") to ITT Dolphin Technology, LLC or its successor or assignee ("ITT Dolphin") for its operation upon the terms and conditions set forth in a Sublease Agreement dated as of July 5, 2002 by and between GLDC, as sublessor, and ITT Dolphin's predecessor-in-interest, Dolphin Technology Incorporated ("Dolphin Technology"), as sublessee, as amended by Amendment No. 1 thereto dated June 16, 2003, as the same may be further amended from time to time and (b) a Sublease Agreement dated as of October 1, 2004 by and between GLDC, as sublessor, and ITT Dolphin's predecessor-in-interest, Dolphin Technology, as sublessee, as the same may be amended from time to time (collectively, the "ITT Dolphin Sublease Agreements"); and

WHEREAS, GLDC subleases the first floor of Building 778 (the "Exelis Inc. Facility") to Exelis Inc. or its successor or assignee ("Exelis") (ITT Dolphin and Exelis being each a "Sublessee" and collectively, "Sublessees") for its operation upon the terms and conditions set forth in a Sublease Agreement dated as of July 30, 2003 by and between GLDC, as sublessor, and Exelis predecessor-in-interest, ITT Industries AES Division, Inc., as sublessee, as the same may be amended from time to time (the "Exelis Sublease Agreement").

WHEREAS, the Facility will be exempt from, among other things, real property taxes, general property taxes, general school district taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Facility or the interest therein of GLDC or the occupancy thereof by GLDC (the "Exempt Taxes") commencing on the first date of the Exemption

Term, as that date is established by the parties and as described herein, because the Facility is, or will be, under the jurisdiction, supervision and/or control of the Agency and used for a purpose within the meaning of the applicable Constitutional and statutory provisions, including the Enabling Act, provided, however, such exemption will not extend to special assessments or ad valorem levies; and

WHEREAS, GLDC understands that it, as lessee of the Facility leased by the Agency, will, in fact, have Exempt Taxes to pay under the provisions of the Lease Agreement from the first date of the Exemption Term (as that date is determined by the parties and described herein) through the term of the Lease Agreement (the "Exemption Term"); and

WHEREAS, each year of the Exemption Term is more particularly set forth on Schedule B attached hereto (each year being referred to as an "Exemption Year"); and

WHEREAS, the Agency and GLDC deem it necessary and proper to enter into an agreement making provision for payments-in-lieu-of-taxes and such assessments by GLDC to the City of Rome or any village which may be incorporated after the date hereof, within which the Facility is or may be, wholly or partially located, Oneida County, Rome City School District and appropriate special districts (hereinafter each a "Taxing Authority" and collectively the "Taxing Authorities") in which any part of the Facility is or is to be located; and

WHEREAS, all defined terms herein as indicated by the capitalization of the first letter thereof and not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the Lease Agreement.

NOW, THEREFORE, to provide for certain payments to the Taxing Authorities, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. GLDC shall pay to each Taxing Authority:
  - (a) all taxes that are due with respect to the Facility prior to the Exemption Term, no later than the last day during which such payments may be made without penalty; and

(b) all special assessments and ad valorem taxes coming due and payable during the term of the Lease Agreement for which the Facility is not exempt, no later than the last day during which such payments may be made without penalty.

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

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

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

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

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

(iv) one hundred percent (100%) of the Exempt Taxes after the fifteenth Exemption Year.

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

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

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

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

Anything herein to the contrary, notwithstanding, upon the failure of GLDC in making any payment when due hereunder and upon failure to cure such default within thirty (30) days of receipt of notice as herein provided, GLDC shall henceforth pay as PILOT Payments one hundred percent (100%) of the Exempt Taxes together with interest at the rate of nine percent (9%) per annum on any delinquent PILOT Payments together with expenses of collection, including but not limited to, payment of attorneys' fees; provided, however, nothing herein contained shall be deemed to limit any other rights and remedies the Agency may have hereunder or under any other Transaction Document.

3. GLDC will make PILOT Payments to each Taxing Authority hereunder for each Exemption Year by making the required payment to such Taxing Authority no later than the last day during which such Exempt Taxes could otherwise be made without penalty as if the Facility was owned by GLDC and not by the Agency.

4. The PILOT Payments to be made by GLDC pursuant to this Agreement are intended to be in lieu of all Exempt Taxes that would have to be paid on the Facility leased to GLDC by the Lease Agreement.

5. If, by reason of a change in the Constitution or laws of the State of New York, or an interpretation of the Constitution or the laws of the State of New York by the Court of Appeals (or such lower court from which the time to appeal has expired) of the State of New York, or for any other reason, GLDC is required to pay any tax which the payments specified herein are intended to be in lieu of, GLDC may deduct the aggregate of any such payments made by it from the amount herein agreed to be paid in lieu of such taxes and need only pay the difference (if such difference is a positive number). Furthermore, inasmuch as the PILOT Payments herein agreed to be made by GLDC are intended to be in lieu of all Exempt Taxes, it is agreed that said payments shall not, as to any Exemption Year, be in an amount greater than would be payable for such year for such Exempt Taxes, in the aggregate, by a private corporation on account of its ownership of the Facility.

6. This Agreement shall be binding upon the successors and assigns of the parties.

7. It is the intent of the parties that GLDC will have all the rights and remedies of a taxpayer with respect to any real property or other tax, service charge, special benefit, ad valorem levy, assessment or special assessment because of which, or in lieu of which, GLDC is obligated to make a payment hereunder, as if and to the same extent as if GLDC were the owner of the Facility. It is the further intent of the parties that GLDC will have all of the rights and remedies of a taxpayer as if and to the same extent as if GLDC were the owner of the Facility with respect to any proposed assessment or change in assessment concerning the property, or any portion thereof, whether through an assessor, board of assessment review, court of law, or otherwise and likewise will be entitled to protest before and be heard by such assessor, board of assessment review, court of law or otherwise and will be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any taxes that would have been payable but for the provisions hereof. In the event, however, that a court of competent jurisdiction shall enter an order or judgment determining or declaring that, by reason of the Agency's ownership of the Facility, GLDC does not have the right to bring a proceeding to review such assessment under the Real Property Tax Law or any other law, then GLDC shall have the right to contest such assessment in the name and as the agent of the Agency, and the Agency agrees to cooperate with GLDC in all respects in any such proceeding.

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

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

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

(c) All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when received or upon refusal of receipt by United States registered or certified mail,



postage prepaid, return receipt requested, to the Agency or GLDC, as the case may be, addressed as follows:

To the Agency:

Oneida County Industrial Development Agency  
584 Phoenix Drive  
Rome, New York 13441  
Attn: Executive Director

With a copy to:

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

To GLDC:

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

With a copy to:

Joseph E. Saunders, Esq.  
Saunders Kahler, LLP  
185 Genesee Street, Suite 1400  
Utica, New York 13501

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

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

[remainder of page blank]

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

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

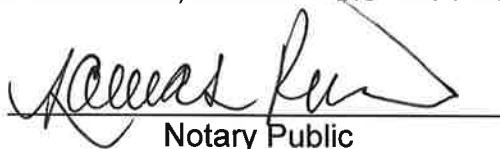
By:   
Natalie L. Brown  
Its Vice Chairman

GRIFFISS LOCAL DEVELOPMENT  
CORPORATION

By:   
Frederick J. Arcuri  
Its Secretary

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

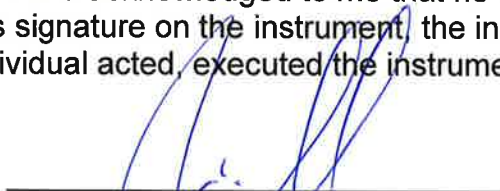
On the 26th day of July 2012, before me, the undersigned a notary public in and for said state, personally appeared **Natalie L. Brown**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public  
LAURA S. RUBERTO  
Notary Public, State of New York  
Appointed in Oneida County  
Reg. No. 01RU5031396  
Commission Expires August 1, 2014

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

On the 27<sup>th</sup> day of July 2012 before me, the undersigned a notary public in and for said state, personally appeared **Frederick J. Arcuri**, 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

### Legal Description of Land

(Building 776 Land)

ALL THOSE TRACTS, PIECES OR PARCELS OF LAND situate in the City of Rome, County of Oneida and State of New York designated as "Parcel A" and "Parcel B" on a map entitled "Map Showing a Portion of Lands of Oneida County Industrial Development Agency (Building 776 Parcels), City of Rome, County of Oneida, State of New York" prepared by Michael P. Waters, P.L.S. No. 50027, and dated July 25, 2012, which said tracts, pieces or parcels of land are more particularly bounded and described as follows:

#### PARCEL A

Beginning at a point on the proposed easterly street boundary of Phoenix Drive; said point being South 48° 39' 50" East 885.13 feet from a capped iron pipe found stamped "AFRL-44".

thence North 43° 04' 30" East through the lands of Oneida County Industrial Development Agency (reputed owner) 195.93 feet to its intersection with the proposed westerly street boundary of Patrol Road;

thence South 46° 55' 30" East along said proposed westerly street boundary Patrol Road 335.86 feet to a point;

thence South 43° 04' 30" West through the lands of Oneida County Industrial Development Agency (reputed owner) 195.93 feet to its intersection with the aforementioned proposed easterly street boundary of Phoenix Drive;

thence North 46° 55' 30" West along said proposed easterly street boundary of Phoenix Drive 335.77 feet to the place of beginning, being 65,793.1 ± square feet or 1.510 acres, more or less.

#### PARCEL B

Beginning at a point on the proposed westerly street boundary of Phoenix Drive; said point being South 44° 19' 49" East, 864.53 feet from a capped iron pipe found stamped "AFRL-44"

thence South 46° 55' 30" East along said proposed westerly street boundary of Phoenix Drive 325.91 feet to a point;

thence through the lands of the Oneida County Industrial Development Agency (reputed owner) the following five (5) courses and distances;

1. South 43° 04' 30" West, 126.23 feet to a point;
2. North 46° 55' 30" West, 342.55 feet to a point;
3. North 43° 04' 30" East, 64.22 feet to a point;
4. South 46° 55' 30" East, 16.64 feet to a point;
5. North 43° 04' 30" East, 62.01 feet to the place of beginning, being 42,208.8 ± square feet or 0.969 acre, more or less.

(Building 778 Land)

ALSO, ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York designated as "Parcel A" on a map entitled "Mortgage Map Showing A Portion of Lands of Oneida County Industrial Development Agency (Building 778 Parcel), City of Rome, County of Oneida, State of New York, prepared by Michael P. Waters, P.L.S. No. 50027, and dated December 10, 2003; and filed in the Oneida County Clerk's Office in Map Roll 1866, which said tract, piece or parcel of land is more particularly bounded and described as follows:

PARCEL A

Beginning at point in the proposed easterly street boundary of Phoenix Drive; said point being South 48° 09' 20" East, 1,250.76 feet from a capped iron rod found stamped "AFRL-44";

thence North 43° 24' 46" East through the lands of Oneida County Industrial Development Agency (reputed owner) 195.93 feet to its intersection with the proposed westerly street boundary of Patrol Road;

thence South 46° 55' 30" East along said proposed westerly street boundary of Patrol Road 235.59 feet to a point;

thence South 43° 25' 04" West through the lands of Oneida County Industrial Development Agency (reputed owner) 195.93 feet to its intersection with the aforementioned proposed easterly street boundary of Phoenix Drive;

thence North 46° 55' 30" West along said proposed easterly street boundary of Phoenix Drive 235.04 feet to the place of beginning, being 43,114.8± sq. ft. or 0.989 acre, more or less.

**SCHEDULE A**

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

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

Receiver of Taxes  
Rome City School District  
409 Bell Street  
Rome, New York 13440  
Attn.: Diane A. Delude, District Treasurer

**SCHEDULE B**

**EXEMPTION YEARS**

<b><u>Exemption Year (Assessment Roll Year)</u></b>	<b><u>County/City Taxes</u></b>	<b><u>School Taxes</u></b>
Year One (07/31/2012)	01/01/2013 – 12/31/2013	07/01/2013 – 06/30/2014
Year Two (07/30/2013)	01/01/2014 – 12/31/2014	07/01/2014 – 06/30/2015
Year Three (07/29/2014)	01/01/2015 – 12/31/2015	07/01/2015 – 06/30/2016
Year Four (07/28/2015)	01/01/2016 – 12/31/2016	07/01/2016 – 06/30/2017
Year Five (07/26/2016)	01/01/2017 – 12/31/2017	07/01/2017 – 06/30/2018
Year Six (07/25/2017)	01/01/2018 – 12/31/2018	07/01/2018 – 06/30/2019
Year Seven (07/31/2018)	01/01/2019 – 12/31/2019	07/01/2019 – 06/30/2020
Year Eight (07/30/2019)	01/01/2020 – 12/31/2020	07/01/2020 – 06/30/2021
Year Nine (07/28/2020)	01/01/2021 – 12/31/2021	07/01/2021 – 06/30/2022
Year Ten (07/27/2021)	01/01/2022 – 12/31/2022	07/01/2022 – 06/30/2023
Year Eleven (07/26/2022)	01/01/2023 – 12/31/2023	07/01/2023 – 06/30/2024
Year Twelve (07/25/2023)	01/01/2024 – 12/31/2024	07/01/2024 – 06/30/2025
Year Thirteen (07/30/2024)	01/01/2025 – 12/31/2025	07/01/2025 – 06/30/2026
Year Fourteen (07/29/2025)	01/01/2026 – 12/31/2026	07/01/2026 – 06/30/2027
Year Fifteen (07/28/2026)	01/01/2027 – 12/31/2027	07/01/2027 – 06/30/2028