

SUIT-KOTE CORPORATION

and

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Oneida County Industrial Development Agency
2012 Real Estate Lease
(Suit-Kote Corporation Facility)

Oneida County, Town of Whitestown, Oriskany Central School District

Tax Account Nos.: 275.000-1-59.2

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of February 1, 2012, is by and between **SUIT-KOTE CORPORATION**, a New York corporation having an office at 1911 Lorings Crossing Road, Cortland, New York 13045 (the "Company") 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 99 of the Consolidated Laws of New York, as amended, (the "Enabling Act"), and Chapter 372 of the Laws of 1970 of the State 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, the Company desires to (a) construct a 10,260 square foot office and maintenance facility (the "Improvements") at the Company's current asphalt emulsion storage facility located 191 Dry Road, Village of Oriskany, Town of Whitestown, Oneida County, New York (the "Land"); and (b) acquire and install all necessary office and maintenance equipment (the "Equipment"), all to be used in connection with the manufacture of modified asphalts and asphalt emulsions (the Improvements, the Land and the Equipment referred to collectively as the "Facility") ; and

WHEREAS, in order to induce the Company to develop the Facility, the Agency is willing to accept a leasehold interest in the Facility pursuant to a Lease Agreement dated of even date herewith and lease the Facility back to the Company pursuant to the terms and conditions contained in a Leaseback Agreement dated of even date herewith; and

WHEREAS, the Agency has agreed to accept a leasehold interest in the Facility in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Facility is exempt from 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 the Company or the occupancy thereof by the Company commencing

March 1, 2012, the taxable status date, (the "Exempt Taxes"), because the Agency has a leasehold interest in the Facility and the Facility is used for a purpose within the meaning of the applicable Constitutional and statutory provisions, including the Enabling Act, provided, however, such exemption does not extend to special assessments or ad valorem levies; and

WHEREAS, the Company 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 Leaseback 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 Leaseback 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 the Company deem it necessary and proper to enter into an agreement making provision for payments-in-lieu-of-taxes and such assessments by the Company to the Town of Whitestown, or any existing incorporated village 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, Oriskany Central 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 Leaseback 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. The Company 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 Leaseback Agreement and the Leaseback Agreement for which the Facility is not exempt, no later than the last day during which such payments may be made without penalty.

2. (a) The Company 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:

(i) one-third of such taxes from the first through and including the fifth Exemption Year; and

(ii) two-thirds of such taxes from the sixth through and including the tenth Exemption Year; and

(iii) one hundred percent of such taxes after the tenth Exemption Year.

Notwithstanding anything herein to the contrary, the term "Exempt Taxes" is intended to mean only the increase in real property taxes attributable to construction of the Improvements on the Land. The Company shall continue to pay taxes, or make payments in lieu of taxes, on the Land and existing facilities thereon (other than the Improvements), as if the Agency had no leasehold or other interest therein.

Anything herein to the contrary, notwithstanding, this Agreement shall terminate on the date on which the Leaseback Agreement shall terminate and the Agency shall terminate its leasehold interest in the Facility pursuant to the Leaseback Agreement. The benefits under this Agreement are subject to the terms and conditions of a certain Job Creation and Recapture Agreement dated as of February 1, 2012.

(b) Anything herein to the contrary, notwithstanding, upon the failure of the Company 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, the Company shall henceforth pay as PILOT Payments one hundred (100%) percent of the Exempt Taxes together with interest at the rate of nine (9%) percent 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. The Company 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 Agency did not have a leasehold or other interest in the Facility.

4. The PILOT Payments to be made by the Company 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 the Company by the Leaseback Agreement if the Agency did not have a leasehold or other interest in the Facility.

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, the Company is required to pay any tax which the payments specified herein are intended to be in lieu of, the Company 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. Furthermore, inasmuch as the PILOT Payments herein agreed to be made by the Company 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 the Company 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 or service charge because of which, or in lieu of which, the Company is obligated to make a payment hereunder, as if and to the same extent as if the Agency did not have a leasehold or other interest in the Facility. It is the further intent of the parties that the Company will have all of the rights and remedies of a taxpayer as if and to the same extent as if the Agency did not have a leasehold or other interest in 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 interest in the Facility, the Company does not have the right to bring a proceeding to review such assessment under the Real Property Tax Law or any other law, then the Company 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 the Company in all respects in any such proceeding at the sole cost and expense of the Company.

8. All amounts payable by the Company 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 mailed by United States registered or certified mail, postage prepaid, return receipt requested, to the Agency or the Company, as the case may be, addressed as follows:

To the Agency: Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441-4105
Attn.: Chairman

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

To the Company: Suit-Kote Corporation
1911 Lorings Crossing Road
Cortland, New York 13045
Attn.: President

With a Copy To: Eric Dadd, Esq.
Dadd, Nelson and Wilkinson
11 Exchange Street
Attica, New York 14011

provided, that the Agency or the Company 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.

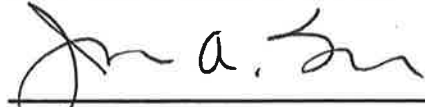
(e) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Signature page follows]

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

SUIT-KOTE CORPORATION

By:



James A. Ehle
Chief Financial Officer

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY


By:

David C. Grow
Chairman

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

On the 4 day of February, 2012 before me, the undersigned a notary public in and for said state, personally appeared **James A. Ehle**, 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.

ERIC T. DADD
Notary Public, State of New York
Qualified in Wyoming County
My Commission Expires June 30, 2015



Notary Public

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

On the ____ day of February, 2012 before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

SUIT-KOTE CORPORATION

By:

James A. Ehle
Chief Financial Officer

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By:



David C. Grow
Chairman

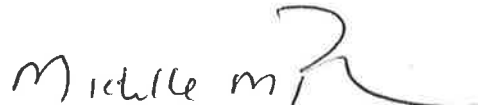
STATE OF NEW YORK)
 : ss.:
COUNTY OF CORTLAND)

On the ____ day of February, 2012 before me, the undersigned a notary public in and for said state, personally appeared **James A. Ehle**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 17 day of February, 2012 before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

MICHELLE M. PLOUFFE
Notary Public, State of New York
Reg. # 01PL6183453
Qualified in Herkimer County
My Commission Expires March 17, 2014

EXHIBIT A

EXHIBIT A

ALL THAT PIECE OR PARCEL OF LAND situate in the Town of Whitestown, County of Oneida, State of New York, and more particularly described as follows:

BEGINNING at an iron pin set at the intersection of the northeasterly highway boundary of existing Hangar Road with the southeasterly highway boundary of existing Dry Road; thence N. 47° 00' 00" E. along the last mentioned highway boundary 600.00 feet to an iron pin set at an angle point; thence S. 43° 00' 00" E. along a proposed division line and Lot 32, Block 3 on the northeast and Lot 31, Block 3 on the southwest 500.00 feet to an iron pin set at an angle point; thence S. 47° 00' 00" W. along the division line between County of Oneida (Liber 1872, Page 278) on the southeast and Economic Development Growth Enterprises Corporation (Liber 2974, Page 325) on the northwest 600.00 feet to an iron pin set on the northeasterly highway boundary of the first mentioned Hangar Road; thence N. 43° 00' 00" W. along the last mentioned highway boundary 500.00 feet to the point of beginning, containing 300,000 plus or minus square feet or 6.8 acres more or less.

The above mentioned courses and distances are as shown on a map entitled "MAP AND SURVEY SHOWING LOTS 26-35 BLOCK 3, ONEIDA COUNTY AIRPORT INDUSTRIAL PARK, TOWN OF WHITESTOWN, COUNTY OF ONEIDA, STATE OF NEW YORK", made by Christopher S. Nash, L.L.S.

#049163, dated March 13, 2001, revised December 10, 2003, further revised March 16, 2005, and filed April 19, 2005, in the Oneida County Clerk's Office as Instrument No. M2005-000078.

EXCEPTING AND RESERVING from the property described above, the permanent easements as set forth on a map entitled "DEVELOPMENT PHASE III, AIRPORT INDUSTRIAL PARK, TOWN OF WHITESTOWN, ONEIDA COUNTY, NEW YORK" dated April 8, 1966, and prepared by Gordon G. Baird, Oneida County Commissioner of Public Work, which map has been duly filed in the Oneida County Clerk's Office.

ALSO EXPECPTING AND RESERVING for the use and benefit of the general public a right of flight for the passage of aircraft in the airspace above the surface of the land, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft using said airspace for landing at, taking off from or operating on the airport.

This conveyance is also made subject to any easements, covenants, conditions and/or restrictions of record affecting the premises, including but not limited to those easements, covenants, conditions and/or restrictions contained in "COVENANTS AND RESTRICTIONS FOR THE AIRPORT INDUSTRIAL PARK, DEVELOPMENT PHASE III" which covenants and restrictions have been duly declared by Economic Development Growth Enterprises Corporation *flk/a* Oneida County Industrial Development Corporation, and duly recorded in the Oneida County Clerk's Office on April 26, 2006, as Instrument No.

2006-008112

Being a portion of the same premises conveyed by County of Oneida to Economic Development Growth Enterprises Corporation by covenant against grantor's deed dated May 25, 2001, and recorded June 18, 2001, in the Oneida County Clerk's Office in Book of Deeds 2974 at Page 325.

SCHEDULE A

COUNTY OF ONEIDA

Receiver of Taxes
800 Park Avenue
Utica, New York 13501

TOWN OF WHITESTOWN

Town of Whitestown Receives of Taxes
8539 Clark Mills Road
Whitesboro, New York 13492

ORISKANY CENTRAL SCHOOL DISTRICT

Town of Whitestown Receives of Taxes
8539 Clark Mills Road
Whitesboro, New York 13492

SCHEDULE B

EXEMPTION YEARS

Exemption Year (Assessment Roll Year)	County/Town Taxes	School Taxes
Year One (03/01/2012)	01/01/2013 – 12/31/2013	07/01/2012 – 06/30/2013
Year Two (03/01/2013)	01/01/2014 – 12/31/2014	07/01/2013 – 06/30/2014
Year Three (03/01/2014)	01/01/2015 – 12/31/2015	07/01/2014 – 06/30/2015
Year Four (03/01/2015)	01/01/2016 – 12/31/2016	07/01/2015 – 06/30/2016
Year Five (03/01/2016)	01/01/2017 – 12/31/2017	07/01/2016 – 06/30/2017
Year Six (03/01/2017)	01/01/2018 – 12/31/2018	07/01/2017 – 06/30/2018
Year Seven (03/01/2018)	01/01/2019 – 12/31/2019	07/01/2018 – 06/30/2019
Year Eight (03/01/2019)	01/01/2020 – 12/31/2020	07/01/2019 – 06/30/2020
Year Nine (03/01/2020)	01/01/2021 – 12/31/2021	07/01/2020 – 06/30/2021
Year Ten (03/01/2021)	01/01/2022 – 12/31/2022	07/01/2021 – 06/30/2022



**NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES**

RP-412-a (1/95)

**INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)**

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Oneida County Industrial Development Agency
 Street 584 Phoenix Drive
 City Rome, New York 13441
 Telephone no. Day (315) 338-0393
 Evening () _____
 Contact Shawna M. Papale
 Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name Suit-Kote Corporation
 Street 1911 Lorings Crossing Road
 City Cortland, NY 13045
 Telephone no. Day (607) 753-1100
 Evening () _____
 Contact _____
 Title President

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) 275.000-1-59.2
- b. Street address 191 Dry Road
- c. City, Town or Village Whitestown
- d. School District Oriskany School District
- e. County Oneida
- f. Current assessment _____
- g. Deed to IDA (date recorded; liber and page)
Memo of Lease recorded

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) construction of a 10,260 sq. ft. office and maintenance facility to be used for manufacturing of modified asphalts and asphalt emulsions
- b. Type of construction _____
- c. Square footage 10,260
- d. Total cost \$550,000
- e. Date construction commenced _____
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)
December 31, 2022

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment Company will pay 1/3 of taxes years 1 - 5; 2/3 of taxes years 6 - 10; and 100% of taxes after year 10. PILOT Agreement attached hereto.

- b. Projected expiration date of agreement December 31, 2022

c. Municipal corporations to which payments will be made

	Yes	No
County _____	✓	
Town/City _____	✓	
Village _____		✓
School District _____	✓	

d. Person or entity responsible for payment

Name Suit-Kote Corporation
 Title _____
 Address 1911 Lorings Crossing Road
Cortland, NY 13045

e. Is the IDA the owner of the property? Yes ✓ No (check one)

If "No" identify owner and explain IDA rights or interest in an attached statement. IDA has leasehold interest

Telephone 315-829-3449

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) Yes ✓ No

If yes, list the statutory exemption reference and assessment roll year on which granted: exemption _____ assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on _____ (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.


CERTIFICATION

I, David C. Grow, Chairman of _____

Name	Title
<u>Oneida County Industrial Development Agency</u>	_____
Organization	_____

hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

Date



 Signature

FOR USE BY ASSESSOR

1. Date application filed _____

2. Applicable taxable status date _____

3a. Agreement (or extract) date _____

3b. Projected exemption expiration (year) _____

4. Assessed valuation of parcel in first year of exemption \$ _____

5. Special assessments and special as valorem levies for which the parcel is liable:

Date

Assessor's signature