

**Final Authorizing Resolution
Kris-Tech Wire Company, Inc.
2023 Facility Expansion**

Transcript Document No. 9

Date: March 28, 2023

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York 13441 and at 3211 Oriole Drive, Sarasota, Florida 34243 on March 28, 2023, the following members of the Agency were:

Members Present – Rome, NY: David Grow, Steve Zogby, Mike Fitzgerald.

Members Present – Sarasota, FL: Ferris Betrus, Mary Faith Messenger, Kirk Hinman, Gene Quadraro.

EDGE Staff Present – Rome, NY: Steven J. DiMeo, Maureen Carney, Tim Fitzgerald, Laura Cohen, Mark Kaucher, Chris Lawrence, Hannah Phillips.

EDGE Staff Present – Sarasota, FL: Shawna Papale

EDGE Staff Present – WebEx: Bill Van Shufflin

Other Attendees: Mark Levitt, Levitt & Gordon; Rome Mayor Jackie Izzo, Jef Saunders, Saunder-Kahler LLP; Wade Abraham, Alder Creek Beverage.

Other Attendees – WebEx: Paul Goldman, Goldman Attorneys PLLC; Linda Romano and Laura Ruberto, Bond, Schoeneck & King; Shelby Pay, WUTR; John Herbrand and Charlie Monte Verde, Mohawk Adirondack & Northern Railroad; Alison Stanulevich, Horsht, LLC; Bob Pagano, Kris-Tech Wire; Patrick Allen and Greg Mountain, Collins Solar LLC; Gregg Evans, The Bonadio Group

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 Kris-Tech Wire Company, Inc. (2023 Facility Expansion Project).

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

Voting Aye

Voting Nay

David Grow
Ferris Betrus
Kirk Hinman
Mary Faith Messenger
Eugene Quadraro
Stephen Zogby

Michael Fitzgerald abstained from the discussion and the vote.

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE FIRST AMENDED AND RESTATED LEASEBACK AGREEMENT, THE THIRD AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT, THE RECAPTURE AGREEMENT, THE LOAN DOCUMENTS AND RELATED DOCUMENTS WITH RESPECT TO THE KRIS-TECH WIRE COMPANY, INC. 2023 FACILITY EXPANSION PROJECT 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, Kris-Tech Wire Company, Inc., on behalf of itself and/or the principals of Kris-Tech Wire Company, Inc., and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") previously entered into transactions with the Oneida County Industrial Development Agency (the "Agency") in which the Agency provided financial assistance in connection with construction of (a) a 45,000± square foot manufacturing facility; (b) a 22,000± square foot addition to the manufacturing facility; and (c) a 3,000± square foot addition to the manufacturing facility (collectively, the "Existing Improvements"), all situated on an 8.040± acre parcel of land located at 80 Otis Street in the Griffiss Business and Technology Park, City of Rome (the "Existing Land"); and (d) acquisition and installation of equipment in the Existing Improvements (collectively, the "Existing Equipment"), all to be used for the manufacturing of bare and insulated copper wire products (the Existing Land, the Existing Improvements and the Existing Equipment referred to collectively as the "Existing Facility"); and

WHEREAS, the Company has applied to the Agency to enter into a transaction in which the Agency will assist in (a) acquisition of a 3.98± acre parcel of land adjacent to the Existing Land, to be consolidated into the Existing Land (collectively, the "Land") (b) construction of a 75,000± square foot addition to the Existing Improvements and all infrastructure and utilities to service the same (the "Addition"); (c) renovations to the Existing Improvements; and (d) acquisition and installation of equipment in the Addition and Existing Improvements (the "Equipment"), all for the purpose of expanding the capabilities of the Existing Facility and enabling the manufacturing of critical supply chain components for energy and infrastructure projects across New York State and the United States (the Land, the Addition and the Equipment are referred to collectively as the "2023 Facility" and the construction and equipping of the Addition and renovation and equipping of the Existing Improvements is referred to as the "2023 Project"); and

WHEREAS, the Company leases the Existing Facility to the Agency pursuant to a Lease Agreement dated as of November 1, 2015 (the "Existing Lease Agreement"); and

WHEREAS, the Agency leases the Existing Facility back to the Company pursuant to a Leaseback Agreement dated as of November 1, 2015 as amended on November 1, 2016 and May 23, 2019 (collectively, the "Leaseback Agreement"); and

WHEREAS, the Agency and the Company are party to a Second Amended and Restated PILOT Agreement dated as of May 23, 2019 (the "PILOT Agreement") with respect to the Existing Facility; and

WHEREAS, the Company will lease the 2023 Facility to the Agency pursuant to a Lease Agreement (the "Lease Agreement") and the Agency and the Company will amend the Leaseback Agreement by way of a First Amended and Restated Leaseback Agreement (the "First Amended Leaseback") to add and include the 2023 Facility; and

WHEREAS, Chase Bank (the "Bank") intends to finance a portion of the costs of the Project by extending one or more loans in the aggregate principal amount not to exceed \$8,575,000.00, to be secured by one or more mortgages and/or other documents deemed necessary by the Bank to secure its interest (collectively, the "Loan Documents") ; and

WHEREAS, the Agency by resolution duly adopted on February 10, 2023 (the "Inducement Resolution") decided to proceed under the provisions of the Act to lease the 2023 Facility and directed that a public hearing be held and enter into the First Amended Leaseback; and

WHEREAS, on February 28, 2023 the Agency mailed letters via certified mail, return receipt requested, to each of the affected taxing jurisdictions providing a copy of the Inducement Resolution and notice of the date, time and place of the public hearing and requested comments on the proposed 2023 Facility and the proposed Financial Assistance; and

WHEREAS, the Agency conducted a public hearing on March 13, 2023 and the minutes of said hearing have been provided to the members; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company in connection with the 2023 Project in the form of exemptions from sales and use taxes, exemptions from mortgage recording taxes, and reduction in real property taxes for a period of ten years on the increased assessment resulting from the 2023 Project (the "Financial Assistance"), which financial assistance is consistent with the Agency's Uniform Tax Exemption Policy, and which will be more particularly set forth in a final authorizing resolution; and

WHEREAS, based upon representations made by the Company in the Application, the value of the Financial Assistance is described as follows:

- Sales and use tax exemption not to exceed \$420,000.00
- Mortgage recording tax exemption not to exceed \$63,750.00
- Reduction of real property taxes, valued at approximately \$1,437,672

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 2023 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 2023 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 March 28, 2023 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 2023 Project; and

(h) The Lease Agreement, in form satisfactory to the Chairman and Agency counsel, will be an effective instrument whereby the Company conveys to the Agency a leasehold interest in the 2023 Facility; and

(i) The First Amended Leaseback, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency and the Company amend the Leaseback Agreement to add and include the 2023 Facility; and

(j) The Third Amended and Restated Payment-in-Lieu-of-Tax Agreement (the "Third Amended 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 amended agreement regarding the Company's payments in lieu of real property taxes; and

(k) The Recapture Agreement (the "Recapture Agreement") between the Company and the Agency will be an effective instrument whereby the Company agrees that the Financial Assistance relating to the 2023 Facility is conditioned upon maintaining certain employment levels as a result of the 2023 Project; and

(l) The Environmental Compliance and Indemnification Agreement (the "Environmental Compliance and Indemnification Agreement") between the Company and the Agency will be an effective instrument whereby the Company agrees to comply with all Environmental Laws (as defined therein) applicable to the 2023 Facility and will indemnify and hold harmless the Agency for all liability under all such Environmental Laws; and

(m) The Loan Documents will be effective instruments whereby the Agency grants to the Bank a security interest in the Facility.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) acquire a leasehold interest in the 2023 Facility and execute, deliver and perform the Lease Agreement, (ii) lease the 2023 Facility back to the Company pursuant to the First Amended Leaseback, (iii) execute, deliver and perform the First Amended Leaseback, (iv) execute, deliver and perform the Third Amended PILOT Agreement, (v) execute, deliver and perform the Recapture Agreement; (vi) execute and deliver the Environmental Compliance and Indemnification Agreement, (vii) execute, deliver and perform the Loan Documents, and (viii) provide the Financial Assistance to the Company in support of the 2023 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 First Amended Leaseback, the Recapture Agreement, the Third Amended PILOT Agreement, and the Environmental Compliance and Indemnification 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. The form and substance of the Loan Documents are hereby approved, subject to the inclusion of the Agency's standard financing provisions and subject to counsel review.

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 First Amended Leaseback, the Recapture Agreement, the Third Amended PILOT Agreement, the Environmental Compliance and Indemnification Agreement and the Loan Documents, 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:

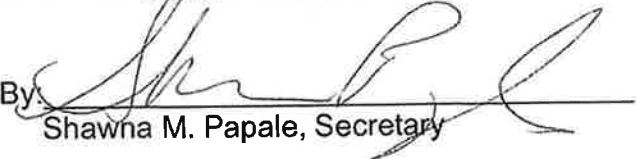
That I have compared the annexed extract of the minutes of the meeting of the Agency, including the resolutions contained therein, held on March 28, 2023 with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions 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 First Amended Leaseback, the Recapture Agreement, the Third Amended PILOT Agreement, the Environmental Compliance and Indemnification Agreement and the Loan Documents 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 were duly held, and (iv) there was a quorum present throughout.

IN WITNESS WHEREOF, I have hereunto set my hand as of September 26, 2023.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Shawna M. Papale, Secretary