

Date: July 19, 2006

At a meeting of the Oneida County Industrial Development Agency, Utica, New York (the "Agency"), held at 153 Brooks Road, Rome, New York on the 19th day of July 2006, the following members of the Agency were:

Members Present: Robert R. Calli, Chairman
Ferris Betrus
Natalie Brown
Richard Fahy
Michael Fitzgerald
Michael Valentine

Staff Present: Shawna Papale, Executive Director
Jim Castilla
Rob Duchow
Lorna Perry

Others Present: Michael H. Stephens, Esq.
Laura S. Ruberto

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 acquisition of a leasehold interest in a certain industrial development facility more particularly described below (East Coast Olive Oil Corporation Facility) and the leasing of the facility to East Coast Olive Oil Corporation.

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

Robert R. Calli voting aye;
Ferris Betrus voting aye;
Natalie Brown voting aye;
Richard Fahy voting aye;
Michael Fitzgerald voting aye; and
Michael Valentine voting aye.

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE PRE-CLOSING POSSESSION AGREEMENT, THE AGENCY DEED, THE LEASE AGREEMENT, THE MEMORANDUM OF LEASE AGREEMENT, THE LEASEBACK AGREEMENT, THE MEMORANDUM OF LEASEBACK AGREEMENT, THE RELEASE AGREEMENT, THE ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT, THE PAYMENT-IN-LIEU-OF-TAX AGREEMENT, THE AGREEMENT ALLOCATING PILOT PAYMENTS AND RELATED DOCUMENTS WITH RESPECT TO THE EAST COAST OLIVE OIL CORPORATION FACILITY LOCATED AT DONALDSON, BROOKS, AND SELFRIDGE ROADS IN THE GRIFFISS BUSINESS AND TECHNOLOGY PARK, 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, the United States of America, acting by and through the Secretary of the Air Force, conveyed to the Agency a 63.919± acre parcel of land situate in the Griffiss Business and Technology Park, Rome, New York commonly known as "Parcel F1" by means of a Quit Claim Deed dated March 21, 2000 and recorded on August 4, 2000 in the Oneida County Clerk's Office in Book 2929 of Deeds at Page 191; and

WHEREAS, the Agency, as lessor, leased said Parcel F1 to Griffiss Local Development Corporation ("GLDC"), as lessee, pursuant to a lease agreement dated as of May 1, 2000 (the "Agency/GLDC Lease Agreement"); and

WHEREAS, a memorandum of the Agency/GLDC Lease Agreement was recorded on August 4, 2000 in the Oneida County Clerk's Office in Book 2929 of Deeds at Page 274; and

WHEREAS, pursuant to the Agency/GLDC Lease Agreement and at any time during the term thereof, GLDC has the right to acquire from the Agency the fee title to any portion of Parcel F1 which has not heretofore been conveyed to a third party; and

WHEREAS, GLDC and the Company entered into a purchase agreement dated as of May 19, 2006 (the "Purchase Agreement") whereby GLDC agreed to sell, and the Company agreed to purchase, a 22.693± acre portion of Parcel F1 (the "Land"); and

WHEREAS, the Company desires to construct on the Land a 155,000± square foot manufacturing warehouse and distribution facility and related improvements (the "Building") and acquire, renovate and install machinery and equipment in the Building (the "Equipment") (the Land, the Building, and the Equipment being collectively referred to as the "Facility"), all to be used by the Company in connection with importing, packing and distributing edible oils and other food products; and

WHEREAS, the Agency will convey a fee interest in the Land to GLDC, GLDC will convey a fee interest in the Land to the Company, and the Agency will acquire a leasehold interest in the Facility pursuant to a Lease Agreement dated as of July 1, 2006 from the Company to the Agency (the "Lease

Agreement”) and lease the Facility back to the Company pursuant to a Leaseback Agreement dated as of July 1, 2006 from the Agency to the Company (the “Leaseback Agreement”); and

WHEREAS, the Agency by resolution duly adopted on April 28, 2006 (the “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 transaction contemplated by the lease of the land and the transfer of a leasehold interest in the Facility; and

WHEREAS, the financial assistance to be granted by the Agency constitutes a deviation from its Uniform Tax Exemption Policy adopted on January 28, 1994 as amended on December 21, 1998 in the following respects: the real property tax abatement shall be for a term of twenty-five years, during which time the Company shall pay 100% of taxes from and including years one through five; the Company shall pay 2/3 of taxes from and including years 6 through 15; and the Company shall pay 100% of taxes from and including years 16 - 25; and

WHEREAS, notice of the meeting during which the financial assistance shall be approved was given to each affected taxing jurisdiction prior to the granting of any tax benefits.

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 renovation and equipping of the Facility and the leasing of the Facility to the Company 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 construction, renovation and equipping 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 April 28, 2006, 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 lease the Facility; and
- (h) The deed from the Agency to GLDC is an effective instrument whereby the Agency conveys a fee interest in the Land to GLDC; and
- (i) The deed from GLDC to the Company is an effective instrument whereby GLDC conveys a fee interest in the Land to the Company; and
- (j) The Lease Agreement is an effective instrument whereby the Company grants the Agency a leasehold interest in the Facility; and
- (k) The Leaseback Agreement is an effective instrument whereby the Agency leases the Facility back to the Company; and
- (l) The Payment in Lieu of Tax Agreement (the "PILOT Agreement"), dated as of July 1, 2006 or such other date as the Chairman and Agency Counsel shall agree, 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 the deviation from the Uniform Tax Exemption Policy is hereby approved; and
- (m) The Agreement Allocating PILOT Payments (the "Allocation Agreement"), dated as of _____, 2006, by and among Oneida County, the City of Rome, Rome City School District, the Agency and GLDC, in form satisfactory to the Chairman and Agency Counsel, is an effective instrument whereby the parties set forth the terms and conditions of the allocation of the Company's payments in lieu of real property taxes; and
- (n) The Environmental Compliance and Indemnification Agreement (the "Environmental Compliance and Indemnification Agreement"), dated as of July 1, 2006 by and between the Agency and the Company 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
- (o) The Partial Release of Lease Agreement (the "Partial Release of Lease"), dated as of July 1, 2006 between the Agency and GLDC will be an effective instrument whereby the Agency releases the Land from the Agency/GLDC Lease Agreement; and
- (p) The Pre-Closing Possession Agreement (the "Pre-Closing Possession Agreement") by and among the Agency, GLDC and the Company dated July __, 2006 is an effective instrument whereby the Agency and GLDC set forth the terms of the Company's early possession of the Land.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) convey a fee interest in the Facility to GLDC pursuant to the Agency Deed, (ii) execute, deliver and perform the Agency Deed, (iii) acquire a leasehold interest in the Facility pursuant to the Lease Agreement, (iv) execute, deliver and perform the Lease Agreement, (v) lease the Facility back to the Company pursuant to the Leaseback Agreement, (vi) execute, deliver and perform the Leaseback Agreement, (vii) execute,

deliver and perform the Environmental Compliance and Indemnification Agreement, (viii) execute, deliver and perform the PILOT Agreement, (ix) execute, deliver and perform the Allocation Agreement, (x) execute, deliver and perform the Pre-Possession Closing Agreement, and (xi) execute, deliver and perform the Partial Release of Lease.

Section 3. The Agency is hereby authorized to accept a leasehold interest in 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 Agency Deed, the Lease Agreement, the Leaseback Agreement, the Environmental Compliance and Indemnification Agreement, the PILOT Agreement, the Allocation Agreement, the Pre-Closing Possession Agreement and the Partial Release of Lease (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 Agency Deed, the Lease Agreement, the Leaseback Agreement, the Environmental Compliance and Indemnification Agreement, the PILOT Agreement, the Allocation Agreement, the Pre-Closing Possession Agreement and the Partial Release of Lease, 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 Lease 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, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Oneida County Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on the 19th day of July 2006 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 Agency Deed, the Lease Agreement, the Leaseback Agreement, the Environmental Compliance and Indemnification Agreement, the PILOT Agreement, the Allocation Agreement, the Pre-Closing Possession Agreement and the Partial Release of Lease 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 9th day of January 2007.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 

Shawna M. Papale, Secretary

Date: December 15, 2006

At a meeting of the Oneida County Industrial Development Agency, Utica, New York (the "Agency"), held at Valley View Restaurant, Utica, New York on the 15th day of December 2006, the following members of the Agency were:

Members Present: Robert R. Calli, Chairman
David C. Grow, Vice Chairman
Ferris Betrus
Natalie Brown
Richard Fahy
Michael Fitzgerald
Michael Valentine

Staff Present: Shawna Papale, Executive Director
Jim Castilla
Steven J. DiMeo
Rob Duchow
Joseph Karam
Lorna Perry

Others Present: Laura S. Ruberto
Paul Romano (Shumaker Engineering)

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 acquisition of a leasehold interest in a certain industrial development facility more particularly described below (East Coast Olive Oil Corporation Facility) and the leasing of the facility to East Coast Olive Oil Corporation.

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

Robert R. Calli voting aye;
David C. Grow voting aye;
Ferris Betrus voting aye;
Natalie Brown voting aye;
Richard Fahy voting aye;
Michael Fitzgerald voting aye; and
Michael Valentine voting aye.

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE PRE-CLOSING POSSESSION AGREEMENT, THE AGENCY DEED, THE LEASE AGREEMENT, THE MEMORANDUM OF LEASE AGREEMENT, THE LEASEBACK AGREEMENT, THE MEMORANDUM OF LEASEBACK AGREEMENT, THE RELEASE AGREEMENT, THE ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT, THE PAYMENT-IN-LIEU-OF-TAX AGREEMENT, THE AGREEMENT ALLOCATING PILOT PAYMENTS, THE LOAN AGREEMENT, THE PARTNERS TRUST MORTGAGE, THE PARTNERS TRUST SECURITY AGREEMENT, THE PARTNERS TRUST MORTGAGE ASSIGNMENT, THE EDGE MORTGAGE, THE EDGE SECURITY AGREEMENT, THE EDGE MORTGAGE ASSIGNMENT, THE MORECO MORTGAGE, THE MORECO SECURITY AGREEMENT, THE MORECO MORTGAGE ASSIGNMENT, THE GLDC MORTGAGE NO. 1, THE GLDC SECURITY AGREEMENT NO. 1, THE GLDC MORTGAGE ASSIGNMENT NO.1, THE GLDC MORTGAGE NO. 2, THE GLDC SECURITY AGREEMENT NO. 2, THE GLDC MORTGAGE ASSIGNMENT NO. 2, THE RAIL LINE EASEMENT AGREEMENT, THE GRANT OF EASEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE EAST COAST OLIVE OIL CORPORATION FACILITY LOCATED AT DONALDSON, BROOKS, AND SELFRIDGE ROADS IN THE GRIFFISS BUSINESS AND TECHNOLOGY PARK, 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, the United States of America, acting by and through the Secretary of the Air Force, conveyed to the Agency a 63.919+ acre parcel of land situate in the Griffiss Business and Technology Park, Rome, New York commonly known as "Parcel F1" by means of a Quit Claim Deed dated March 21, 2000 and recorded on August 4, 2000 in the Oneida County Clerk's Office in Book 2929 of Deeds at Page 191; and

WHEREAS, the Agency, as lessor, leased said Parcel F1 to Griffiss Local Development Corporation ("GLDC"), as lessee, pursuant to a lease agreement dated as of May 1, 2000 (the "Agency/GLDC Lease Agreement"); and

WHEREAS, a memorandum of the Agency/GLDC Lease Agreement was recorded on August 4, 2000 in the Oneida County Clerk's Office in Book 2929 of Deeds at Page 274; and

WHEREAS, pursuant to the Agency/GLDC Lease Agreement and at any time during the term thereof, GLDC has the right to acquire from the Agency the fee title to any portion of Parcel F1 which has not heretofore been conveyed to a third party; and

WHEREAS, GLDC and the Company entered into a purchase agreement dated as of May 19, 2006 (the "Purchase Agreement") whereby GLDC agreed to sell, and the Company agreed to purchase, a 22.693± acre portion of Parcel F1 (the "Land"); and

WHEREAS, the Company desires to construct on the Land a 185,000± square foot manufacturing warehouse and distribution facility and related improvements (the "Building") and acquire, renovate and install machinery and equipment in the Building (the "Equipment") (the Land, the Building, and the Equipment being collectively referred to as the "Facility"), all to be used by the Company in connection with importing, packing and distributing edible oils and other food products; and

WHEREAS, the Agency will convey a fee interest in the Land to GLDC, GLDC will convey a fee interest in the Land to the Company, and the Agency will acquire a leasehold interest in the Facility pursuant to a Lease Agreement dated as of December 1, 2006 from the Company to the Agency (the "Lease Agreement") and lease the Facility back to the Company pursuant to a Leaseback Agreement dated as of December 1, 2006 from the Agency to the Company (the "Leaseback Agreement"); and

WHEREAS, Partners Trust Bank, a federally chartered stock savings bank having an office at 233 Genesee Street, Utica, New York 13501 (the "Bank") proposes to finance a portion of the cost of the Facility by making a loan to GLDC in the original principal sum of \$1,500,000 (the "Partners Trust Loan") pursuant to a Loan Agreement dated January 9, 2007 by and between the Bank and GLDC (the "Loan Agreement") and to be secured by (a) a Security Agreement and Assignment dated January 9, 2007 (the "Partners Trust Security Agreement") from GLDC and the Agency to the Bank, (b) a Mortgage and Security Agreement dated January 9, 2007 (the "Partners Trust Mortgage"), given by the Agency and the Company to the Agency and GLDC and assigned to the Bank pursuant to a Collateral Assignment of Mortgage and Security Agreement dated January 9, 2007 (the "Partners Trust Mortgage Assignment") given by the Agency and GLDC to the Bank, which Partners Trust Mortgage, together with the Partners Trust Mortgage Assignment, shall be recorded in the Oneida County Clerk's Office; and

WHEREAS, Mohawk Valley Economic Development Growth Enterprises, having an office at 153 Brooks Road, Rome, New York 13441-4105 ("EDGE") proposes to finance a portion of the cost of the Facility by making a loan to GLDC in the original principal sum of \$400,000 (the "EDGE Loan") pursuant to a Loan Agreement dated January 9, 2007 by and between EDGE and GLDC and to be secured by (a) a Security Agreement and Assignment dated January 9, 2007 (the "EDGE Security Agreement") from GLDC and the Agency to EDGE, (b) a Mortgage and Security Agreement dated January 9, 2007 (the "EDGE Mortgage"), given by the Agency and the Company to the Agency and GLDC and assigned to EDGE pursuant to a Collateral Assignment of Mortgage and Security Agreement dated January 9, 2007 (the "EDGE Mortgage Assignment") given by the Agency and GLDC to EDGE, which EDGE Mortgage, together with the EDGE Mortgage Assignment, shall be recorded in the Oneida County Clerk's Office; and

WHEREAS, Mohawk Valley Rehabilitation Corporation, having an office at 26 West Main Street, Mohawk, New York 13407 ("MORECO") proposes to finance a portion of the cost of the Facility by making a loan to GLDC in the original principal sum of \$150,000 (the "MORECO Loan") pursuant to a Loan Agreement dated January 9, 2007 by and between MORECO and GLDC and to be secured by (a) a Security Agreement and Assignment dated January 9, 2007 (the "MORECO Security Agreement") from GLDC and the Agency to MORECO, (b) a Mortgage and Security Agreement dated January 9, 2007 (the "MORECO Mortgage"), given by the Agency and the Company to the Agency and

GLDC and assigned to MORECO pursuant to a Collateral Assignment of Mortgage and Security Agreement dated January 9, 2007 (the "MORECO Mortgage Assignment") given by the Agency and GLDC to MORECO, which MORECO Mortgage, together with the MORECO Mortgage Assignment, shall be recorded in the Oneida County Clerk's Office; and

WHEREAS, GLDC proposes to finance a portion of the cost of the Facility (or the Griffiss Business Park infrastructure supporting the Facility) by making an internal loan to itself in the original principal sum of \$150,000 (the "GLDC Internal Loan No. 1") to be secured by (a) a Security Agreement and Assignment dated January 9, 2007 (the "GLDC Security Agreement No.1") from GLDC and the Agency to GLDC, (b) a Mortgage and Security Agreement dated January 9, 2007 (the "GLDC Mortgage No. 1"), given by the Agency and the Company to the Agency (with GLDC as a third party beneficiary thereto) and assigned to GLDC pursuant to a Collateral Assignment of Mortgage and Security Agreement dated January 9, 2007 (the "GLDC Mortgage Assignment No. 1") given by the Agency and GLDC to GLDC, which GLDC Mortgage No. 1, together with the GLDC Mortgage Assignment No. 1, shall be recorded in the Oneida County Clerk's Office; and

WHEREAS, GLDC further proposes to finance a portion of the cost of the Facility (or the Griffiss Business Park infrastructure supporting the Facility) by making an internal loan to itself in the original principal sum of \$460,000.00 (the "GLDC Internal Loan No. 2") to be secured by (a) a Security Agreement and Assignment dated January 9, 2007 (the "GLDC Security Agreement No.2") from GLDC and the Agency to GLDC, (b) a Mortgage and Security Agreement dated January 9, 2007 (the "GLDC Mortgage No. 2"), given by the Agency and the Company to the Agency (with GLDC as a third party beneficiary thereof) and assigned to GLDC pursuant to a Collateral Assignment of Mortgage and Security Agreement dated January 9, 2007 (the "GLDC Mortgage Assignment No. 2") given by the Agency and GLDC to GLDC, which GLDC Mortgage No. 2, together with the GLDC Mortgage Assignment No. 2, shall be recorded in the Oneida County Clerk's Office; and

WHEREAS, the Agency by resolution duly adopted on April 28, 2006 (the "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 transaction contemplated by the lease of the land and the transfer of a leasehold interest in the Facility; and

WHEREAS, the Agency by resolution duly adopted on July 19, 2006 decided to deviate from its Uniform Tax Exemption Policy adopted on January 28, 1994 as amended on December 21, 1998 in the following respects: the real property tax abatement shall be for a term of twenty-five years, during which time the Company shall pay 100% of taxes from and including years one through five; the Company shall pay 2/3 of taxes from and including years 6 through 15; and the Company shall pay 100% of taxes from and including years 16 - 25; and

WHEREAS, notice of the meeting during which the financial assistance was approved was given to each affected taxing jurisdiction prior to the granting of any tax benefits.

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 renovation and equipping of the Facility and the leasing of the Facility to the Company 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 construction, renovation and equipping 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 April 28, 2006, 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 lease the Facility; and

(h) The deed from the Agency to GLDC is an effective instrument whereby the Agency conveys a fee interest in the Land to GLDC; and

(i) The deed from GLDC to the Company is an effective instrument whereby GLDC conveys a fee interest in the Land to the Company; and

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

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

(l) The Payment in Lieu of Tax Agreement (the “PILOT Agreement”), dated as of December 1, 2006 or such other date as the Chairman and Agency Counsel shall agree, 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 the deviation from the Uniform Tax Exemption Policy is hereby approved; and

(m) The Agreement Allocating PILOT Payments (the "Allocation Agreement"), dated as of June 22, 2006, by and among Oneida County, the City of Rome, Rome City School District, the Agency and GLDC, in form satisfactory to the Chairman and Agency Counsel, is an effective instrument whereby the parties set forth the terms and conditions of the allocation of the Company's payments in lieu of real property taxes; and

(n) The Environmental Compliance and Indemnification Agreement (the "Environmental Compliance and Indemnification Agreement"), dated as of December 1, 2006 by and between the Agency and the Company 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

(o) The Partial Release of Lease Agreement (the "Partial Release of Lease"), dated as of December 1, 2006 between the Agency and GLDC will be an effective instrument whereby the Agency releases the Land from the Agency/GLDC Lease Agreement; and

(p) The Pre-Closing Possession Agreement, as amended (the "Pre-Closing Possession Agreement") by and among the Agency, GLDC and the Company dated July 11, 2006 is an effective instrument whereby the Agency and GLDC set forth the terms of the Company's early possession of the Land; and

(q) The Partners Trust Mortgage is an effective instrument whereby the Agency and the Company grant the Agency a security interest in the collateral described therein; and

(r) The Partners Trust Mortgage assignment is an effective instrument whereby the Agency assigns its interest under the Partners Trust Mortgage to Partners Trust; and

(s) The Partners Trust Security Agreement is an effective instrument whereby the Agency and GLDC pledge to the bank a security interest in the collateral described therein; and

(t) The EDGE Mortgage is an effective instrument whereby the Agency and the Company grant the Agency a security interest in the collateral described therein; and

(u) The EDGE Mortgage Assignment is an effective instrument whereby the Agency assigns its interest under the EDGE Mortgage to EDGE; and

(v) The EDGE Security Agreement is an effective instrument whereby the Agency and GLDC pledge to the bank a security interest in the collateral described therein; and

(w) The MORECO Mortgage is an effective instrument whereby the Agency and the Company grant the Agency a security interest in the collateral described therein; and

(x) The MORECO Mortgage Assignment is an effective instrument whereby the Agency assigns its interest under the MORECO Mortgage to MORECO; and

(y) The MORECO Security Agreement is an effective instrument whereby the Agency and GLDC pledge to the bank a security interest in the collateral described therein; and

(z) The GLDC Mortgage No. 1 is an effective instrument whereby the Agency and the Company grant the Agency a security interest in the collateral described therein; and

(aa) The GLDC Mortgage Assignment No. 1 is an effective instrument whereby the Agency assigns its interest under the GLDC Mortgage to GLDC; and

(bb) The GLDC Security Agreement No. 1 is an effective instrument whereby the Agency and GLDC pledge to the bank a security interest in the collateral described therein; and

(cc) The GLDC Mortgage No. 1 is an effective instrument whereby the Agency and the Company grant the Agency a security interest in the collateral described therein; and

(dd) The GLDC Mortgage Assignment No. 1 is an effective instrument whereby the Agency assigns its interest under the GLDC Mortgage to GLDC; and

(ee) The GLDC Security Agreement No. 1 is an effective instrument whereby the Agency and GLDC pledge to the bank a security interest in the collateral described therein; and

(ff) The Rail Line Easement Agreement is an effective instrument whereby the Agency, the Company and GLDC agree upon the terms of the Easement to be granted to GLDC; and

(gg) The Grant of Easement is an effective instrument whereby the Agency and Griffiss Utility Services Corporation grant an easement to GLDC.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) convey a fee interest in the Facility to GLDC pursuant to the Agency Deed, (ii) execute, deliver and perform the Agency Deed, (iii) acquire a leasehold interest in the Facility pursuant to the Lease Agreement, (iv) execute, deliver and perform the Lease Agreement, (v) lease the Facility back to the Company pursuant to the Leaseback Agreement, (vi) execute, deliver and perform the Leaseback Agreement, (vii) execute, deliver and perform the Environmental Compliance and Indemnification Agreement, (viii) execute, deliver and perform the PILOT Agreement, (ix) execute, deliver and perform the Allocation Agreement, (x) execute, deliver and perform the Pre-Possession Closing Agreement, (xi) execute, deliver and perform the Partial Release of Lease, (xii) execute, deliver and perform the Partners Trust Mortgage, the Partners Trust Mortgage Assignment and the Partners Trust Security Agreement, (xiii) execute, deliver and perform the EDGE Mortgage, the EDGE Mortgage Assignment and the EDGE Security Agreement, (xiv) execute, deliver and perform the MORECO Mortgage, the MORECO Mortgage Assignment and the MORECO Security Agreement, (xv) execute, deliver and perform the GLDC Mortgage No. 1, the GLDC Mortgage Assignment No. 1 and the GLDC Security Agreement No. 1, (xvi) execute, deliver and perform the GLDC Mortgage No. 2, the GLDC Mortgage Assignment No. 2 and the GLDC Security Agreement No. 2, (xvii) execute, deliver and perform the Loan Agreement, (xix) execute, deliver and perform the Rail Line Easement Agreement and (xx) execute, deliver and perform the Grant of Easement.

Section 3. The Agency is hereby authorized to accept a leasehold interest in 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 Agency Deed, the Lease Agreement, the Leaseback Agreement, the Environmental Compliance and Indemnification Agreement, the PILOT Agreement, the Allocation Agreement, the Pre-Closing Possession Agreement, the Release Agreement, the Partners Trust Mortgage, the Partners Trust Mortgage Assignment, the Partners Trust Security Agreement, the EDGE Mortgage, the EDGE Mortgage Assignment, the EDGE Security Agreement, the MORECO Mortgage, the MORECO Mortgage Assignment, the MORECO Security Agreement, the GLDC Mortgage No. 1, the GLDC Mortgage Assignment No. 1 and the GLDC Security Agreement No. 1, the GLDC Mortgage No. 2, the GLDC Mortgage Assignment No. 2 and the GLDC Security Agreement No. 2, the Loan Agreement, the Rail Line Easement Agreement and the Grant of Easement (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 Agency Deed, the Lease Agreement, the Leaseback Agreement, the Environmental Compliance and Indemnification Agreement, the PILOT Agreement, the Allocation Agreement, the Pre-Closing Possession Agreement, the Release Agreement, the Partners Trust Mortgage, the Partners Trust Mortgage Assignment, the Partners Trust Security Agreement, the EDGE Mortgage, the EDGE Mortgage Assignment, the EDGE Security Agreement, the MORECO Mortgage, the MORECO Mortgage Assignment, the MORECO Security Agreement, the GLDC Mortgage No. 1, the GLDC Mortgage Assignment No. 1 and the GLDC Security Agreement No. 1, the GLDC Mortgage No. 2, the GLDC Mortgage Assignment No. 2 and the GLDC Security Agreement No. 2, the Loan Agreement, the Rail Line Easement Agreement and the Grant of Easement, 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 Lease 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, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Oneida County Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on the 15th day of December 2006 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.

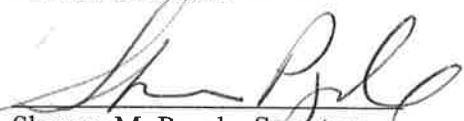
That the Agency Deed, the Lease Agreement, the Leaseback Agreement, the Environmental Compliance and Indemnification Agreement, the PILOT Agreement, the Allocation Agreement, the Pre-Closing Possession Agreement, the Release Agreement, the Partners Trust Mortgage, the Partners Trust Mortgage Assignment, the Partners Trust Security Agreement, the EDGE Mortgage, the EDGE Mortgage Assignment, the EDGE Security Agreement, the MORECO Mortgage, the MORECO Mortgage Assignment, the MORECO Security Agreement, the GLDC Mortgage No. 1, the GLDC Mortgage Assignment No. 1 and the GLDC Security Agreement No. 1, the GLDC Mortgage No. 2, the GLDC Mortgage Assignment No. 2 and the GLDC Security Agreement No. 2, the Loan Agreement, the Rail Line Easement Agreement and the Grant of Easement 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 9th day of January 2007.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By:


Shawna M. Papale, Secretary