



**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 NY 13441  
 Telephone no. Day (315) 338-0393  
 Evening ( ) \_\_\_\_\_  
 Contact Shawna Papale  
 Title Executive Director

**2. OCCUPANT (IF OTHER THAN IDA)**

(If more than one occupant attach separate listing)

Name Economic Growth Enterprises Corporation  
 Street 584 Phoenix Drive  
 City Rome NY 13441  
 Telephone no. Day ( ) \_\_\_\_\_  
 Evening ( ) \_\_\_\_\_  
 Contact Maureen Carney  
 Title Chief Financial Officer

**3. DESCRIPTION OF PARCEL**

- a. Assessment roll description (tax map no./roll year) 293.000-1-48.9
- b. Street address 2049 Wafer Loop Road
- c. City, Town or Village Marcy
- d. School District Whitesboro Central SD
- e. County Oneida
- f. Current assessment \_\_\_\_\_
- g. Deed to IDA (date recorded; liber and page)  
Memo of Lease 12/24/24 #R2024-001753

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

- a. Brief description (include property use) Single story Flex Space building including loading docks and utilities to be used as an adaptable logistics/warehousing space for supply chain companies
- b. Type of construction \_\_\_\_\_
- c. Square footage 60,272±
- d. Total cost See attached
- 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)  
12/31/2072 end of IDA leasehold interest

**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 In accordance with the Agreement Approving PILOT Terms and Allocating PILOT Payments dated as of October 1, 2013 among the Taxing Jurisdictions, the IDA and EDGE. PILOT Agreement is attached hereto.
- b. Projected expiration date of agreement March 2071 taxable status date last year of exemption

c. Municipal corporations to which payments will be made

	Yes	No
County _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
School District _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Mohawk Valley EDGE  
 Title Maureen Carney, CFO  
 Address 584 Phoenix Drive  
Rome NY 13441

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 owns leasehold interest.

Telephone 315-338-0393

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 RPTL §420-A assessment roll year \_\_\_\_\_

7. A copy of this application, including all attachments, has been mailed or delivered on 1/3/25 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

**CERTIFICATION**

I, Stephen R. Zogby, Chairman \_\_\_\_\_ of \_\_\_\_\_

Name Title  
Oneida County Industrial Development Agency hereby certify that the information  
Organization

on this application and accompanying papers constitutes a true statement of facts.

December 20, 2024  
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

**Exhibit A**

Application for Real Property Tax Exemption  
(Form RP-412-a)  
**Oneida County Industrial Development Agency  
(Flex Space at Marcy Nanocenter Facility)**

4(d). Total Cost of Facility:

New Construction of buildings	11,085,459
Site Preparation/Parking lot construction	1,487,942
Machinery and Equipment *	700,000
Furniture & Fixtures *	250,000
Installation Costs *	100,000
Fees and Permits	25,000
Legal Fees	225,000
Architectural/Engineering	525,000
Financing costs	531,957
<b>Total:</b>	<b>\$14,930,358</b>

*\* Denotes Project Costs that may be undertaken by Danfoss as build-out of its portion of the Facility*

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION

and

DANFOSS SILICON POWER LLC

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  
2024 Real Estate Lease  
(Flex Space at Marcy Nanocenter Facility)

Oneida County, Town of Marcy, Whitesboro Central School District,  
Maynard Fire District and Dunham Public Library

Tax Account No.: 293.000-1-48.9

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

THIS PAYMENT-IN-LIEU-OF-TAX AGREEMENT (this "Agreement"), dated as of December 1, 2024, is by and among **ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION**, a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of New York, with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Company"), **DANFOSS SILICON POWER LLC**, a New York limited liability company, having an address of 330 Technology Drive, Marcy, New York 13403 ("Danfoss") 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, as may be amended from time to time, 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 has requested the Agency assist in the construction of a 60,272± square foot single story Flex Space building including loading docks and all utilities and infrastructure to support the same (collectively, the "Improvements") on a 17± acre portion of a parcel of land situate at 2049 Wafer Loop Road in the Town of Marcy, Oneida County, New York (the "Land"); and acquisition and installation of furniture, fixtures and equipment in the Improvements (the "Equipment"), to provide adaptable logistics/warehousing space for supply chain companies for the purpose of supporting the semiconductor and advanced electronics industry and in furtherance of the master plan for the Marcy Nanocenter site (the Land, the Improvements and the Equipment is referred to collectively as the "Facility" and the construction and equipping of the Improvements is referred to as the "Project"); and

WHEREAS, the Company will lease the Facility to the Agency pursuant to a Lease Agreement dated as of December 1, 2024, as the same may be amended from time to time (the "Lease Agreement") and the Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement dated as of even date with the Lease Agreement, as the same may be amended from time to time (the "Leaseback Agreement"); and

WHEREAS, the Company intends to sublease the Facility, or portions thereof, to a user or users relating to growing a regional ecosystem for the semiconductor and advanced electronic industry (any user or users are referred to collectively as the "Sublessees" and any

one of them is referred to individually as a “Sublessee”), to provide an ancillary facility with flexible utility, which will enhance the ecosystem of the Marcy Nanocenter by allowing existing technology companies in Oneida County to operate more efficiently and to attract new technology companies to the Marcy Nanocenter and to Oneida County; and

WHEREAS, initially, the Company intends to sublease 40,656± square feet of the Facility to Danfoss for its operation and to support the continued growth of Danfoss at the Quad C facility at SUNY Poly (the “Quad C Facility”) pursuant to a Sublease Agreement between the Company and Danfoss dated as of March 26, 2024, as the same may be amended from time to time (the “Danfoss Sublease”); and

WHEREAS, the Agency has agreed to acquire an 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 Company has agreed to undertake certain work in furtherance of the Project and incur debt in order to finance such work (the “EDGE Project Related Debt”); and

WHEREAS, Community Bank, National Association (the “Bank”), and Utica Industrial Development Corporation (“UIDC” and together with the Bank, collectively, the “EDGE Lenders” or the “Lenders”) have agreed to finance the EDGE Project Related Debt by extending one or more loans to EDGE in the maximum aggregate principal sum of up to \$8,400,000.00, to be secured by one or more mortgages and/or other documents deemed necessary by the Lenders to secure their respective interests (the “Lenders’ Financing Documents”) from the Agency and the Company to the Agency and/or the Lenders; and

WHEREAS, the Land has been exempt from real property taxes, general property taxes, general school district taxes, general assessments, service charges and other governmental charges of a similar nature levied and/or assessed upon the Land (the “Exempt Taxes”), because the Company owns the Land and is exempt from such taxation; and

WHEREAS, the Facility will continue to be exempt from Exempt Taxes levied and/or assessed upon the Facility or the interest therein of the Company or the occupancy thereof by the Company, because the Agency will own a leasehold interest in the Facility and the Facility will be 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, the Company understands that, as lessee of the Facility leased by the Agency, the Company will, in fact, have Exempt Taxes to pay in the form of payments-in-lieu-of-taxes (“PILOT Payments”) from the first day of the Permanent PILOT Payment Period (as such term is hereinafter defined) through the term of the Leaseback Agreement; and

WHEREAS, Danfoss understands that, as a Sublessee of 67.45% of the space in the Facility, Danfoss is obligated to pay to the Company 67.45% of the Exempt Taxes due with respect on to the Facility in accordance with the terms of the Danfoss Sublease; and

WHEREAS, the Agency, the Company and Danfoss deem it necessary and proper to enter into this Agreement making provision for (a) PILOT Payments by the Company to the Agency to be allocated and disbursed by the Agency in accordance with that certain Agreement Approving PILOT Terms and Allocating PILOT Payments dated as of October 1, 2013 by and among the Town of Marcy (the "Town"), 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, the County of Oneida, the Whitesboro Central School District, the Maynard Fire District and the Dunham Public Library (each, individually, an "Affected Tax Jurisdiction" and, collectively, the "Affected Tax Jurisdictions"), the Agency and the Company (the "PILOT Allocation Agreement"), a copy of which PILOT Allocation Agreement is attached hereto as Schedule 2 and (b) assessments.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

A. Definitions. As used in this Agreement, the following underlined capitalized words in this Section A shall have the following meanings:

Completion Date means the earlier of (i) the taxable status date that the Facility is reflected on the annual assessment roll for the Town of Marcy as having a Certificate of Occupancy or (ii) the date that is two (2) years after the Construction Commencement Date for the Facility.

Construction Commencement Date – means June 10, 2024.

Occupancy/Rent Commencement Date – shall have the meaning ascribed to such term in the Danfoss Sublease.

Permanent PILOT Payment Period Commencement Date – means the January 1 immediately following the Completion Date.

Permanent PILOT Payment Period – means that period of time of up to forty-seven (47) years beginning on the Permanent PILOT Payment Period Commencement Date.

Permanent PILOT Payment Period PILOT Year – means (a) each calendar year occurring during said Permanent PILOT Payment Period up to, but not including the last calendar year (or portion thereof) occurring during said Permanent PILOT Payment Period, and (b) the last calendar year (or portion thereof) occurring during said Permanent PILOT Payment Period.

PILOT Year – means each Permanent PILOT Payment Period PILOT Year. By way of illustration, if the Permanent PILOT Payment Period Commencement Date were June 1, 2025, the first (1<sup>st</sup>) PILOT Year would commence on January 1, 2026, the second (2<sup>nd</sup>) PILOT Year would commence on January 1, 2027, and so on.

Capitalized terms used in this Agreement not otherwise defined in herein shall have the meanings set forth in the PILOT Allocation Agreement and the Leaseback Agreement. In the event of a conflict of the capitalized terms set forth in the Leaseback Agreement and those set forth in the PILOT Allocation Agreement, the capitalized terms set forth in the PILOT Allocation Agreement shall be controlling.

B. Obligation to Make PILOT Payments - General

1. Prior to Permanent PILOT Payment Period Commencement Date. No PILOT Payments shall be required prior to the Permanent PILOT Payment Period Commencement Date.

2. Duration of PILOT Payments. Beginning on the earlier of (a) the Occupancy/Rent Commencement Date or (b) the Permanent PILOT Payment Period Commencement Date and continuing thereafter for up to forty-seven (47) years (unless extended pursuant to the provisions hereof), the Company shall pay to the Agency annual PILOT Payments with respect to the Facility in the amounts determined as described herein. Upon the expiration or termination of this Agreement, the Facility shall become subject to real property taxation and the Company shall be required to make PILOT Payments to the Agency in an amount equal to 100% of real property taxes that would be due with respect to the Facility if the Agency had no interest in the Facility minus the amount of any such real property taxes actually paid by the Company to one or more of the Affected Tax Jurisdictions for the period or periods in question. Notwithstanding anything to the contrary contained in this Agreement or the PILOT Allocation Agreement, the Company shall pay to the Agency all sums due under this Agreement in addition to any real property taxes and/or assessments which it is obligated to pay to the Affected Tax Jurisdictions from and after the expiration or termination of this Agreement.

3. Payments During Permanent PILOT Payment Period. PILOT Payments during the Permanent PILOT Payment Period shall equal the payment amount calculated in the manner described in Paragraph C below, based on the expected nature and use of the Facility as described in the Plans and Specifications for the Facility, multiplied by the percentage of completion as of the taxable status date used by the Town for its annual assessment rolls.

4. Intentionally Omitted.

5. Issuance of PILOT Invoice. The Agency shall prepare all PILOT invoices (each, individually, a "PILOT Invoice") and submit to the Company using the methods of calculation described herein in substantially the form attached hereto as Schedule 3 . All PILOT Payments shall be remitted by the Company to the Agency and paid in accordance with the terms and conditions contained in this PILOT Agreement. During the Permanent PILOT Payment Period, the Agency shall submit the PILOT Invoice to the Company by February 15 of each PILOT Year. PILOT Payments are due no later than May 31 of such PILOT year. Danfoss shall pay to the Company an amount equal to 67.45% of the PILOT Payments relating to the Facility in accordance with the terms of the Danfoss Sublease.

C. Calculation of Annual PILOT Payment due during Permanent PILOT Payment Period.

1. Classification and Measurement of the Facility for PILOT Purposes. Based on Plans and Specifications and other information provided by the Company to the Agency, the Agency has classified the Facility as Ancillary Warehousing Space with an applicable square footage of 60,272 square feet (the "Applicable Square Footage"). Within thirty (30) days after the Plans and Specifications are finalized but in no event later than the Permanent PILOT Payment Period Commencement Date, the Agency shall provide written notice to the Company setting forth the final classifications and measurements of the Facility, or the space within the Facility. The Agency, the Company and Danfoss agree to amend this PILOT Agreement based on the final classifications and measurements, if the Agency reasonably deems it is appropriate.

The Company shall take all requisite action to ensure the timely issuance of a separate tax identification number by the Town Assessor that may be necessary to implement this PILOT Agreement, and shall advise the Agency in writing within ten (10) days after tax identification number has been issued but in any event prior to the Permanent PILOT Payment Period Commencement Date.

2. Formula for Calculating PILOT Payments. In general, subject to the specific terms described herein, during each PILOT Year of the Permanent PILOT Payment Period the annual PILOT Payment for the Facility or space within the Facility, as the case may be, shall be calculated as follows:

Applicable Square Footage x PILOT Value Per Square Foot Rate = PILOT Value

PILOT Value x current property tax rates/\$1,000 determined from the assessment roll = PILOT Payment

For purposes of calculating the PILOT Payment, the property tax rate shall be taken from the assessment roll that exists each January during the term of this Agreement.

3. PILOT Value of Ancillary Warehousing Space. The Applicable Square Footage of Ancillary Warehousing Space (e.g., General Warehouse, HPM, Chemical Storage, and/or High Pile Storage Space) in a standalone warehouse building (which may have pedestrian connections to other buildings) shall be comprised of the total gross square footage of the building.

The PILOT Value for Ancillary Warehousing Space shall equal the Applicable Square Footage of Ancillary Warehousing Space multiplied by the PILOT Value Per Square Foot Rate for Ancillary Warehousing Space as described in the PILOT Allocation Agreement. Attached hereto as Schedule 1 is an illustration of the PILOT Value calculation for the first twenty (20) PILOT Years based on current property tax rates (as of January 2024) and the Applicable Square Footage as of the date of this PILOT Agreement. The parties acknowledge Schedule 1 is for illustrative purposes only and the Agency will perform calculations on an annual basis for the purposes of issuing a PILOT Invoice.

D. Intentionally Omitted.

E. Special Assessments/Credit for SID Charges.

1. (a) If for any reason the Facility shall be subject to any SID Charges, notwithstanding the Town and County's agreement set forth in Section 2(b) of the PILOT Allocation Agreement, then the amount of SID Charges assessed against the Facility each year shall be applied as a dollar for dollar credit (the "SID Credit") that shall reduce the PILOT Payments due from the Company with respect to the Facility for the PILOT Year in which the SID Charges are due and payable. The Company shall apply the SID Credit to the Facility. An amount equal to the SID Credit (the "SID Credit Amount") shall be subtracted from the Aggregate Annual PILOT Payment Allocation, as hereinafter defined in subparagraph (b), to the Affected Tax Jurisdiction that levied the SID Charges (the "SID Taxing Entity"). Once the SID Credit Amount has been subtracted from the Aggregate Annual PILOT Payment Allocation of the SID Taxing Entity in question, the Agency shall then re-allocate said subtracted amount in the manner necessary to place the Affected Tax Jurisdictions (other than the SID Taxing Entity in question) and the funds established under the PILOT Allocation Agreement (other than the Affected Tax Jurisdictions' Fund and, if applicable, the Community Host Payment Fund) in the same position that they would have been in had there been no SID Credit (or as nearly so as is possible). The provisions of this paragraph will not apply for any SID Charges or assessments requested by the Company and does not cover the imposition of any common area or similar charges that may be levied, assessed or imposed against or on the Company by means of a Declaration.

(b) The term "Aggregate Annual PILOT Payment Allocation" shall mean, with respect to the PILOT Year in question, the aggregate amount of all payments in lieu of real property taxes under this Agreement allocated to an Affected Tax Jurisdiction under the PILOT Allocation Agreement. In any instance where the Affected Tax Jurisdiction in question is the Town, the Aggregate Annual PILOT Payment Allocation of the Town for the PILOT Year in question shall be the aggregate amount of all payments in lieu of real property taxes under this Agreement allocated to the Town out of (a) the Affected Tax Jurisdictions' Fund (as defined in the PILOT Allocation Agreement) established under the PILOT Allocation Agreement, and (b) the Community Host Payment Fund (as defined in the PILOT Allocation Agreement) established under the PILOT Allocation Agreement. In any instance where the Affected Tax Jurisdiction in question is one other than the Town, the Aggregate Annual PILOT Payment Allocation of such Affected Tax Jurisdiction for the PILOT Year in question shall be aggregate amount of all payments in lieu of real property taxes under this Agreement allocated to such Affected Tax Jurisdiction out of the Affected Tax Jurisdictions' Fund.

2. If the SID Credit Amount for any year exceeds the Aggregate Annual PILOT Payment Allocation of the SID Taxing Entity in question, the excess amount (the "Excess SID Credit") shall be carried forward to subsequent years and applied each year to reduce the annual PILOT Payment due from the Company, and shall be subtracted from the Aggregate Annual PILOT Payment Allocation of the SID Taxing Entity, until the entire amount of the Excess SID Credit has been fully used.

3. If necessary, the term of this PILOT Agreement shall be extended for such period of time necessary for the entire Excess SID Credit to be applied to reduce PILOT Payments due from the Company, the Danfoss Sublessee and the Reserved Shell Sublessee (the "PILOT Extension Term"). During the PILOT Extension Term, the Company shall make annual PILOT Payments to the Agency in amounts equal to the real property taxes that would be due if the

Facility were owned by the Company and the Agency had no interest therein, less the available Excess SID Credit. The PILOT Payments during the PILOT Extension Term shall be allocated pro rata among the Affected Tax Jurisdictions in proportion to the amount of real property taxes that each Affected Tax Jurisdiction would receive if the Facility was subject to normal taxation and will not be subject to the fixed allocation set forth in Section 3 of the PILOT Allocation Agreement. The Excess SID Credit shall be applied to reduce the SID Taxing Entity's share of PILOT Payments during the PILOT Extension Term until the entire remaining Excess SID Credit has been fully used.

F. Challenges to Assessed Value.

If for any reason the Facility shall be subject to any SID Charges, notwithstanding the Town and County's agreement set forth in Section 2(b) of the PILOT Allocation Agreement, but excluding SID Charges or assessments requested by the Company and/or common area charges levied, assessed or imposed against or on the Company pursuant to a Declaration, the Company may pursue review of the Facility's assessed value under Article 7 of the New York State Real Property Tax Law or any other law or ordinance then in effect relating to disputes over assessed valuation of real property in the State of New York, and may take any and all other action available to it at law or in equity, provided, however, that the Company must provide at least forty-five (45) days' written notice to the Agency prior to filing for a change in assessment. If an Article 7 challenge is brought by the Company, the challenge to the assessment may only be utilized to reduce the SID Charges payable by the Company and may not be used to modify or reduce PILOT Payments.

G. Waiver of Right to Other Real Property Tax Exemptions.

The Company and Danfoss hereby unconditionally and irrevocably waive their respective rights, if any, to apply for and/or receive the benefit of, any other real property tax exemption including, without limitation, any real property tax exemptions that may be available under Section 485-b and Section 485-e of the Real Property Tax Law for so long as the PILOT Agreement is in effect.

H. Intentionally Omitted.

I. PILOT Mortgage.

Upon the Agency's request, the Company's obligations under this PILOT Agreement shall be secured by a PILOT Mortgage (the "PILOT Mortgage") from the Agency and the Company to the Agency, for the benefit of the Affected Taxing Jurisdictions, which PILOT Mortgage shall be recorded in the Office of the Oneida County Clerk.

J. Termination of PILOT Agreement.

(a) Anything herein to the contrary notwithstanding, this Agreement shall terminate on the date on which the Leaseback Agreement terminates and the Agency's interest in the Facility is terminated pursuant to the Leaseback Agreement.

(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, shall constitute an Event of Default under Section 7.1(a)(vi) of the Leaseback Agreement, and the Agency may take any one or all remedial steps afforded it in Section 7.2 of the Leaseback Agreement; 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.

(c) Until such time as the EDGE Project-Related Debt has been indefeasibly paid, in full, the Agency shall consult with EDGE before terminating this Agreement or the Leaseback Agreement and/or exercising any of its other rights and remedies hereunder or under any other Transaction Document.

(d) It is expressly agreed that PILOT Payments collected for the benefit of, and pursuant to the Allocation Agreement allocated to, EDGE are intended to enable EDGE to pay and/or otherwise service the EDGE Project-Related Debt each year (and maintain a minimum debt service coverage ratio of 1.15 to 1.0).

K. Taxes Covered by this Agreement. The PILOT Payments to be made by the Company pursuant to this Agreement are intended to be in lieu of all Exempt Taxes with respect to the Facility.

L. Deduction of Any Taxes Paid. 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 (the "Difference"). Furthermore, inasmuch as the PILOT Payments herein agreed to be made by the Company (or by the Danfoss Sublessee relating to the Danfoss Facility) are intended to be in lieu of all Exempt Taxes, it is agreed that said payments shall not, as to any PILOT 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.

M. Taxpayer Rights and Remedies. Subject to Paragraph F of this Agreement, it is the intent of the parties that the Company and any Sublessee 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 or any Sublessee is obligated to make a payment hereunder, as if and to the same extent as if the Agency did not own a leasehold interest in the Facility. Subject to Paragraph F of this Agreement, it is the further intent of the parties that the Company and any Sublessee will have all of the rights and remedies of a taxpayer as if and to the same extent as if the Agency did not own a leasehold 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, provided, however, that the Company (or any Sublessee, as the case may be) must provide at least forty-five (45) days' written notice to the Agency prior to filing for a change in assessment. 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 leasehold interest in the Facility, the Company or any Sublessee 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 and any Sublessee 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 or any Sublessee, as the case may be, in all respects in any such proceeding at the sole cost and expense of the Company or any Sublessee, as the case may be.

N. Payments to Agency; Allocation of Payments by Agency.

(a) All amounts payable by the Company hereunder will be paid to the Agency 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. All amounts payable by Danfoss to the Company hereunder will be paid in accordance with the Danfoss Sublease. Upon receipt of PILOT Payments hereunder, the Agency shall allocate and disburse the PILOT Payments in accordance with the PILOT Allocation Agreement. Neither the Company nor any Sublessee shall have any liability or responsibility regarding the allocation and disbursement of PILOT Payments by the Agency.

(b) The Company will make PILOT Payments to the Agency no later than the date listed on the PILOT invoice. PILOT Payments that are delinquent under this Agreement shall be subject to a late penalty of five percent (5%) of the amount due which shall be paid by the Company to the Agency at the time the PILOT Payment is paid, and the Agency shall allocate the penalty among the Affected Tax Jurisdictions in the same pro-rata proportion that the Affected Tax Jurisdictions would have received taxes, if the Agency did not have a leasehold interest. For each month, or part thereof, that the PILOT Payment is delinquent beyond the first month, interest shall accrue to and be paid to the Affected Tax Jurisdictions on the total amount due plus a late payment penalty in the amount of one percent (1%) per month until the payment is made; 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.

O. Debt Service Insufficiency and PILOT Assignment

If, prior to the date that the EDGE Project-Related Debt is indefeasibly paid in full, the aggregate amount of PILOT Payments due hereunder in any given PILOT Year reduces or is reduced due to the application of a SID Credit Amount to a level such that the amount allocable

by the Agency to the EDGE Project-Related Debt Service Fund for such PILOT Year would be insufficient to enable EDGE to pay and/or otherwise service the EDGE Project-Related Debt and maintain a minimum debt service coverage ratio of 1.15 to 1.0 (the "Debt Service Insufficiency") the Agency shall promptly deliver written notice of such insufficiency to the Company and the Company shall, at its option, either (i) pay such insufficiency directly to the Agency for deposit by the Agency into the EDGE Project-Related Debt Service Fund at the normal time when PILOT Payments are due, or, (ii) roll forward for utilization in a future year under this Agreement, the amount of the SID Credit Amount which creates the Debt Service Insufficiency. In the event that the Debt Service Insufficiency was caused by the application of a SID Credit Amount which is related to an SID Charge which the Company did not consent to as required under Section 2(b) of the PILOT Allocation Agreement, then an amount equal to the SID Credit Amount shall be subtracted from the Aggregate Annual PILOT Payment Allocation of the Affected Tax Jurisdiction that levied the SID Charges, pursuant to Section 2(c)(i) of the PILOT Allocation Agreement.

As collateral security for the payment of the EDGE Project-Related Debt, the parties acknowledge and agree that the Agency may assign its rights under the PILOT Allocation Agreement, the payments due to the Agency under this Agreement (except for the payments due to the Affected Tax Jurisdictions under Section 3 of the PILOT Allocation Agreement), and the guarantees thereof and/or security instruments relating thereto, if any, to the EDGE Lenders to the extent necessary to enable said EDGE Lenders to enforce and fully collect upon their security for the EDGE Project-Related Debt. Each such assignment shall be in form and content satisfactory to the Agency, EDGE and the EDGE Lenders, in their sole discretion. Each of the Affected Tax Jurisdictions has previously in the PILOT Allocation Agreement consented to each of such assignments, guarantees and/or security instruments. The parties to this Agreement acknowledge and agree that Parties shall be obligated to execute and deliver such other documents and/or agreements to confirm the terms, covenants and conditions of this Agreement.

P. Miscellaneous.

(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, the parties shall negotiate in good faith so as to replace each such invalid, illegal or unenforceable term or provision with a valid, legal and enforceable provision which will carry out the parties' intentions in entering into this Agreement.

(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 (i) mailed by United States registered or certified mail, postage prepaid, return receipt requested or (ii) when delivered by a commercial overnight courier that guarantees next day delivery and provides a receipt, 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  
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: Economic Development Growth Enterprises Corporation  
584 Phoenix Drive  
Rome, New York 13441  
Attn.: Chief Financial Officer

With a Copy To: Saunders Kahler, L.L.P.  
185 Genesee Street, Suite 1400  
Utica, New York 13501  
Attn.: Joseph E. Saunders, Esq.

To Danfoss: Danfoss Silicon Power LLC  
330 Technology Drive  
Marcy, New York 13403  
Attn: \_\_\_\_\_

With a Copy To:

To the Bank: Community Bank, National Association  
160 Brooks Road  
Rome, New York 13441  
Attn: Dean M. Schlotzhauser, Jr.  
Vice President

With a Copy to: Kowalczyk Law Firm, LLP  
185 Genesee Street, 12<sup>th</sup> Floor  
Utica, New York 13501  
Attn: Andrew S. Kowalczyk, III, Esq.

To UIDC: Utica Industrial Development Corporation  
584 Phoenix Drive  
Rome, New York 13441  
Attn: President

With a copy to:       Saunders Kahler, L.L.P.  
                              185 Genesee Street, Suite 1400  
                              Utica, New York 13501  
                              Attn: Camille T. Kahler, Esq.

provided, that the parties may, by notice given hereunder to the others, 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, without regard to its choice of law rules or principles. Any party bringing an action or proceeding against the other party arising out of or relating to this Agreement or the transaction it forum shall bring such action or proceeding in the Supreme Court of the State of New York in and for the County of Oneida or in the United States District Court for the Northern District of New York and each party consents to the jurisdiction of such courts (including their respective appellate courts) and agrees that any judgment obtained in either of the above forums may be enforced in such forum or in any other appropriate forum.

(e) This Agreement shall be binding upon the successors and assigns of the parties.

(f) The section headings contained in this Agreement are for convenience and reference only and shall not be used to interpret or construe provisions.

(g) The parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as may be reasonably necessary to give effect to the purposes of this Agreement and the parties' agreements hereunder, including but not limited to entering into additional agreements to memorialize the PILOT Payments intended hereunder.

(h) This Agreement may be executed in three (3) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(i) This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

(j) This Agreement (including the exhibits and schedules hereto) contains the entire agreement of the parties with respect to the subject matter hereof and no oral statement or written matter prior to the date of this Agreement shall have any effect or force.

(k) To the extent that a particular right, obligation or covenant in this Agreement does not have a specifically identified survival period, then such right, obligation and/or covenant shall remain in effect beyond any expiration of termination of this Agreement.

(l) At such time that the Company enters into a sublease agreement with a Sublessee relating to space in the Facility, the parties shall enter into an amended and restated PILOT Agreement to add and include such Sublessee as a party.

[signature pages follow]

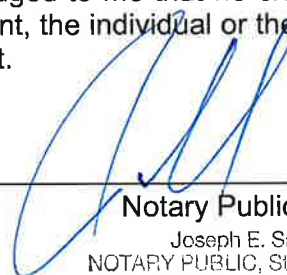
IN WITNESS WHEREOF, the parties have executed this **Payment-in-Lieu-of Tax Agreement** as of the date first above written.

ECONOMIC DEVELOPMENT GROWTH  
ENTERPRISES CORPORATION

By:   
Name: Maureen Carney  
Title: Chief Financial Officer

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

On the 20<sup>th</sup> day of December 2024 before me, the undersigned a notary public in and for said state, personally appeared **Maureen Carney**, 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/ 2025

SECOND SIGNATURE PAGE OF PILOT AGREEMENT  
(ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION  
FLEX SPACE FACILITY)

DANFOSS SILICON POWER LLC

By: Michael Godsen  
Name: Michael Godsen  
Title: General Manager

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

On the 17<sup>th</sup> day of December 2024 before me, the undersigned a notary public in and for said state, personally appeared Michael Godsen, 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.

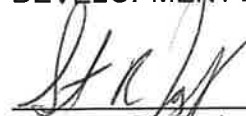
Joseph E. Saunders  
\_\_\_\_\_  
Notary Public

Joseph E. Saunders  
NOTARY PUBLIC, State of New York  
Appointed in Oneida County  
License No. 02SA4745082  
My Commission Expires: 11/30/ 2025

THIRD SIGNATURE PAGE OF PILOT AGREEMENT  
(ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION  
FLEX SPACE FACILITY)

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By:



Stephen R. Zogby  
Chairman

STATE OF NEW YORK

)

: ss.:

COUNTY OF ONEIDA

)

On the 18th day of December 2024 before me, the undersigned a notary public in and for said state, personally appeared **Stephen R. Zogby**, 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



**SCHEDULE 1**

Schedule 1  
EDGE Flex Space

PILOT Year	Exemption Year	Due Date	PILOT Period	City/County Fiscal Period	School Fiscal Period	Phase I Building GSF	PILOT Unit Value / GSF (Warehouse Space)	Phase I Building Assessed Value (Column 3 multiplied by Column 4)	Phase I Building Assessed Value Divided by 1,000 (Column 5 divided by 1,000)	Combined Tax Rate (Stated in dollars per 1,000 of Assessed Value)*	Annual PILOT Payment (Column 6 multiplied by Column 7)
1	Year 2025	5/31/2026	1/1/2026 - 12/31/2026	2026	2025/2026	60,272	80	\$ 4,821,760	\$ 4,822	43.6727540	\$ 210,580
2	Year 2026	5/31/2027	1/1/2027 - 12/31/2027	2027	2026/2027	60,272	79	\$ 4,761,488	\$ 4,761	43.6727540	\$ 207,947
3	Year 2027	5/31/2028	1/1/2028 - 12/31/2028	2028	2027/2028	60,272	77	\$ 4,640,944	\$ 4,641	43.6727540	\$ 202,683
4	Year 2028	5/31/2029	1/1/2029 - 12/31/2029	2029	2028/2029	60,272	75	\$ 4,520,400	\$ 4,520	43.6727540	\$ 197,418
5	Year 2029	5/31/2030	1/1/2030 - 12/31/2030	2030	2029/2030	60,272	73	\$ 4,399,856	\$ 4,400	43.6727540	\$ 192,154
6	Year 2030	5/31/2031	1/1/2031 - 12/31/2031	2031	2030/2031	60,272	71	\$ 4,279,312	\$ 4,279	43.6727540	\$ 186,889
7	Year 2031	5/31/2032	1/1/2032 - 12/31/2032	2032	2031/2032	60,272	69	\$ 4,158,768	\$ 4,159	43.6727540	\$ 181,625
8	Year 2032	5/31/2033	1/1/2033 - 12/31/2033	2033	2032/2033	60,272	67	\$ 4,038,224	\$ 4,038	43.6727540	\$ 176,360
9	Year 2033	5/31/2034	1/1/2034 - 12/31/2034	2034	2033/2034	60,272	65	\$ 3,917,680	\$ 3,918	43.6727540	\$ 171,096
10	Year 2034	5/31/2035	1/1/2035 - 12/31/2035	2035	2034/2035	60,272	63	\$ 3,797,136	\$ 3,797	43.6727540	\$ 165,831
11	Year 2035	5/31/2036	1/1/2036 - 12/31/2036	2036	2035/2036	60,272	61	\$ 3,676,592	\$ 3,677	43.6727540	\$ 160,567
12	Year 2036	5/31/2037	1/1/2037 - 12/31/2037	2037	2036/2037	60,272	59	\$ 3,556,048	\$ 3,556	43.6727540	\$ 155,302
13	Year 2037	5/31/2038	1/1/2038 - 12/31/2038	2038	2037/2038	60,272	57	\$ 3,435,504	\$ 3,436	43.6727540	\$ 150,038
14	Year 2038	5/31/2039	1/1/2039 - 12/31/2039	2039	2038/2039	60,272	55	\$ 3,314,960	\$ 3,315	43.6727540	\$ 144,773
15	Year 2039	5/31/2040	1/1/2040 - 12/31/2040	2040	2039/2040	60,272	53	\$ 3,194,416	\$ 3,194	43.6727540	\$ 139,509
16	Year 2040	5/31/2041	1/1/2041 - 12/31/2041	2041	2040/2041	60,272	53	\$ 3,194,416	\$ 3,194	43.6727540	\$ 139,509
17	Year 2041	5/31/2042	1/1/2042 - 12/31/2042	2042	2041/2042	60,272	53	\$ 3,194,416	\$ 3,194	43.6727540	\$ 139,509
18	Year 2042	5/31/2043	1/1/2043 - 12/31/2043	2043	2042/2043	60,272	53	\$ 3,194,416	\$ 3,194	43.6727540	\$ 139,509
19	Year 2043	5/31/2044	1/1/2044 - 12/31/2044	2044	2043/2044	60,272	53	\$ 3,194,416	\$ 3,194	43.6727540	\$ 139,509
20	Year 2044	5/31/2045	1/1/2045 - 12/31/2045	2045	2044/2045	60,272	53	\$ 3,194,416	\$ 3,194	43.6727540	\$ 139,509
21	Year 2045	5/31/2046	1/1/2046 - 12/31/2046	2046	2045/2046	60,272	53	\$ 3,194,416	\$ 3,194	44.6727540	\$ 142,703
22	Year 2046	5/31/2047	1/1/2047 - 12/31/2047	2047	2046/2047	60,272	53	\$ 3,194,416	\$ 3,194	45.6727540	\$ 145,898
23	Year 2047	5/31/2048	1/1/2048 - 12/31/2048	2048	2047/2048	60,272	53	\$ 3,194,416	\$ 3,194	46.6727540	\$ 149,092
24	Year 2048	5/31/2049	1/1/2049 - 12/31/2049	2049	2048/2049	60,272	53	\$ 3,194,416	\$ 3,194	47.6727540	\$ 152,287
25	Year 2049	5/31/2050	1/1/2050 - 12/31/2050	2050	2049/2050	60,272	53	\$ 3,194,416	\$ 3,194	48.6727540	\$ 155,481
26	Year 2050	5/31/2051	1/1/2051 - 12/31/2051	2051	2050/2051	60,272	53	\$ 3,194,416	\$ 3,194	49.6727540	\$ 158,675
27	Year 2051	5/31/2052	1/1/2052 - 12/31/2052	2052	2051/2052	60,272	53	\$ 3,194,416	\$ 3,194	50.6727540	\$ 161,870
28	Year 2052	5/31/2053	1/1/2053 - 12/31/2053	2053	2052/2053	60,272	53	\$ 3,194,416	\$ 3,194	51.6727540	\$ 165,064
29	Year 2053	5/31/2054	1/1/2054 - 12/31/2054	2054	2053/2054	60,272	53	\$ 3,194,416	\$ 3,194	52.6727540	\$ 168,259
30	Year 2054	5/31/2055	1/1/2055 - 12/31/2055	2055	2054/2055	60,272	53	\$ 3,194,416	\$ 3,194	53.6727540	\$ 171,453
31	Year 2055	5/31/2056	1/1/2056 - 12/31/2056	2056	2055/2056	60,272	53	\$ 3,194,416	\$ 3,194	54.6727540	\$ 174,648
32	Year 2056	5/31/2057	1/1/2057 - 12/31/2057	2057	2056/2057	60,272	53	\$ 3,194,416	\$ 3,194	55.6727540	\$ 177,842
33	Year 2057	5/31/2058	1/1/2058 - 12/31/2058	2058	2057/2058	60,272	53	\$ 3,194,416	\$ 3,194	56.6727540	\$ 181,036
34	Year 2058	5/31/2059	1/1/2059 - 12/31/2059	2059	2058/2059	60,272	53	\$ 3,194,416	\$ 3,194	57.6727540	\$ 184,231
35	Year 2059	5/31/2060	1/1/2060 - 12/31/2060	2060	2059/2060	60,272	53	\$ 3,194,416	\$ 3,194	58.6727540	\$ 187,425
36	Year 2060	5/31/2061	1/1/2061 - 12/31/2061	2061	2060/2061	60,272	53	\$ 3,194,416	\$ 3,194	59.6727540	\$ 190,620
37	Year 2061	5/31/2062	1/1/2062 - 12/31/2062	2062	2061/2062	60,272	53	\$ 3,194,416	\$ 3,194	60.6727540	\$ 193,814
38	Year 2062	5/31/2063	1/1/2063 - 12/31/2063	2063	2062/2063	60,272	53	\$ 3,194,416	\$ 3,194	61.6727540	\$ 197,008
39	Year 2063	5/31/2064	1/1/2064 - 12/31/2064	2064	2063/2064	60,272	53	\$ 3,194,416	\$ 3,194	62.6727540	\$ 200,203
40	Year 2064	5/31/2065	1/1/2065 - 12/31/2065	2065	2064/2065	60,272	53	\$ 3,194,416	\$ 3,194	63.6727540	\$ 203,397
41	Year 2065	5/31/2066	1/1/2066 - 12/31/2066	2066	2065/2066	60,272	53	\$ 3,194,416	\$ 3,194	64.6727540	\$ 206,592
42	Year 2066	5/31/2067	1/1/2067 - 12/31/2067	2067	2066/2067	60,272	53	\$ 3,194,416	\$ 3,194	65.6727540	\$ 209,786
43	Year 2067	5/31/2068	1/1/2068 - 12/31/2068	2068	2067/2068	60,272	53	\$ 3,194,416	\$ 3,194	66.6727540	\$ 212,981
44	Year 2068	5/31/2069	1/1/2069 - 12/31/2069	2069	2068/2069	60,272	53	\$ 3,194,416	\$ 3,194	67.6727540	\$ 216,175
45	Year 2069	5/31/2070	1/1/2070 - 12/31/2070	2070	2069/2070	60,272	53	\$ 3,194,416	\$ 3,194	68.6727540	\$ 219,369
46	Year 2070	5/31/2071	1/1/2071 - 12/31/2071	2071	2070/2071	60,272	53	\$ 3,194,416	\$ 3,194	69.6727540	\$ 222,564
47	Year 2071	5/31/2072	1/1/2072 - 12/31/2072	2072	2071/2072	60,272	53	\$ 3,194,416	\$ 3,194	70.6727540	\$ 225,758

**Schedule 2**

PILOT Allocation Agreement

**AGREEMENT APPROVING PILOT TERMS  
AND ALLOCATING PILOT PAYMENTS**

**THIS AGREEMENT APPROVING PILOT TERMS AND ALLOCATING PILOT PAYMENTS** (this "Agreement"), dated as of October 1, 2013 (the "Execution Date"), is by, between and among **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation, having an office at 584 Phoenix Drive, Rome, New York 13441 (the "Agency"), **COUNTY OF ONEIDA**, a New York municipal corporation, having an office at the County Office Building, 800 Park Avenue, Utica, New York 13501 (the "County"), **WHITESBORO CENTRAL SCHOOL DISTRICT**, a New York school district, having an office at 67 Whitesboro Street, Yorkville, New York 13495 (the "School District"), **TOWN OF MARCY**, a New York municipal corporation, having an office at Marcy Town Hall, 8881 Paul Becker Road, Marcy, New York 13403 (the "Town"), **MAYNARD FIRE DISTRICT**, a New York fire district, having an office at 9500 Maynard Drive, Marcy, New York 13403 (the "Fire District"), **DUNHAM PUBLIC LIBRARY**, a New York school district public library, having an office at 76 Main Street, Whitesboro, New York 13492 (the "Library"), and **ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION**, a New York not-for-profit corporation and duly qualified Section 501(c)(3) organization under the Internal Revenue Code, having an office at 584 Phoenix Drive, Rome, New York 13441 ("EDGE"). The Agency, the County, the School District, the Town, the Fire District, the Library and EDGE are also each referred to individually as a "Party" and, collectively, as the "Parties".

**RECITALS:**

**A.** The People of the State of New York, acting by and through the Trustees of the State University of New York ("SUNY"), heretofore have acquired and may hereafter acquire the fee title to certain parcels of real property situate in the Town of Marcy, County of Oneida, and State of New York (collectively, the "State Land"), which State Land now forms and may in the future form a part of the SUNY Institute of Technology at Utica/Rome campus (the "SUNYIT Campus").

**B.** The legal description of the State Land is set forth in **Schedule 1** attached hereto and made a part hereof, which **Schedule 1** may be amended at any time and from time to time to reflect changes in the legal description of the State Land (regardless of whether such changes occur as the result of additions to or subtractions from the premises comprising the State Land or otherwise).

**C.** The New York State Legislature, pursuant to Chapter 953 of the Laws of 1983, as amended by Chapter 462 of the Laws of 2001 (the "Authorizing Legislation"), declared that the development of a "technologically oriented industrial park, which may include a nanotechnology manufacturing facility" on the State Land is a high economic development priority.

**D.** Pursuant to the Authorizing Legislation, SUNY, The Research Foundation of State University of New York ("SUNY RF"), a New York not-for-profit corporation, and EDGE,

whose corporate purposes are, among other things, to encourage the location and expansion of industrial and manufacturing capacity, the creation of new and improved job opportunities, the reduction of unemployment and the betterment of individual and community prosperity within Oneida County and its environs, entered into an Amended and Restated Project Development Agreement dated as of May 1, 2010 (the "PDA").

E. The Institute of Technology Foundation at Utica/Rome, Inc. (the "SUNYIT Foundation") and Fort Schuyler Management Corporation ("FSMC"), both New York not-for-profit corporations, joined in the execution of the PDA for the purpose of confirming their various covenants and obligations to SUNY, SUNY RF and EDGE thereunder.

F. The PDA provides, among other things, that EDGE is to act as the "lead developer" of a project (the "Project" or "Marcy Nanocenter at SUNYIT Project") to develop, construct and market the State Land, the EDGE Land and any Additional Project Property (as such term is hereinafter defined) for use by one or more semiconductor manufacturers, nanotechnology and/or other high technology end-users (each, an "End User").

G. EDGE heretofore has acquired and hereafter may acquire the fee title to certain parcels of real property situate in the Town of Marcy, County of Oneida, and State of New York (collectively, the "EDGE Land") and desires that the EDGE Land and the State Land be developed as part of the Marcy Nanocenter at SUNYIT Project.

H. The legal description of the EDGE Land is set forth in Schedule 2 attached hereto and made a part hereof, which Schedule 2 may be amended at any time and from time to time to reflect changes in the legal description of the EDGE Land (regardless of whether such changes occur as the result of additions to or subtractions from the premises comprising the EDGE Land or otherwise).

I. The State Land and the EDGE Land are hereinafter collectively referred to as the "Land".

J. The legal description of the Land is set forth Exhibit A attached hereto and made a part hereof, which Exhibit A may be amended at any time and from time to time to reflect changes in the legal description of the Land (regardless of whether such changes occur as the result of additions to or subtractions from the premises comprising the Land or otherwise).

K. The Parties acknowledge and agree that the Project is expected to have a positive, transformative effect on the economy of Oneida County and the entire Mohawk Valley Region by, among other things, encouraging population stabilization and/or growth.

L. To further the Marcy Nanocenter at SUNYIT Project, SUNY ground leased a portion of the SUNYIT Campus, including the State Land (the "Ground Leased Premises"), to FSMC pursuant to an Amended and Restated Ground Lease dated as of May 1, 2010 (the "Ground Lease") and FSMC, in turn, ground subleased a portion of the Ground Leased Premises to EDGE pursuant to an Amended and Restated Ground Sublease dated as of May 1, 2010 (the "Ground Sublease").

M. Pursuant to its authority under the PDA and the Ground Sublease, EDGE has undertaken to make the Land "shovel ready" for development by, among other things, constructing a new 4-lane access road running in a north-south direction between the former Edic Road/River Road intersection in the Town of Marcy and the Land (the "Marcy-SUNYIT Parkway"), a sanitary sewer line running southward from the Land to a point on the south side of River Road near the existing Marcy Interceptor Sewer, and a water transmission main running southward from the existing water transmission mains owned by the Mohawk Valley Water Authority ("MVWA") located to the north of Mulaney Road in the Town of Marcy to the Land, and by applying to the U.S. Army Corps of Engineers for a permit under Section 404 of the Clean Water Act so as to enable certain wetlands areas situate on the Land to be disturbed.

N. Notwithstanding the aforesaid work performed by EDGE, and work performed by the County, Niagara Mohawk Power Corporation d/b/a National Grid ("National Grid"), MVWA and others, substantial additional work and improvements, and actions, relating to the Project still need to be undertaken on or in the vicinity of the Land and elsewhere in order to maximize the development potential of the Land and make the same ready for its intended use including, without limitation, project engineering, planning and permitting, the payment of required fees to taxing jurisdictions, the payment of legal and financing costs, the relocation of National Grid's Porter Terminal #6 electric transmission line, the construction of an electric substation on or near the Land and a redundant electrical feed to the Land, the construction of a new 42" diameter sewer interceptor running between the Town of Marcy and the Oneida County Sewage Treatment plant in the City of Utica, the construction of replacement wetlands in the Oriskany Flats Wildlife Management Area and the performance of certain other on-site and off-site wetland mitigation measures designed to offset the loss of jurisdictional wetlands on the Land impacted by the Project, the construction of a neutralization plant to allow direct discharges of treated industrial wastewater into the New York State Barge Canal, the construction of upgrades and other capital improvements to expand the capacity of MVWA's water filtration plant, the undertaking of other capital improvements to expand MVWA's raw transmission feeds and provide increased water storage capacity, the construction of a ring road on the Land and upgrades to a County road known as Edic Road, the provision of major earthwork and general site preparation and development work on the Land including clearing and grubbing, grading, site compaction, and earthmoving activities, the construction of storm drainage improvements, the construction of retaining walls, and driveways, the rough grading of parking lots and the creation of building pads ready for development, the provision of funding to support the development of facilities, the acquisition of interests in real property and easements required for the Project, the provision of funding for the ground lease payments, as well as the construction of various other on-site and off-site infrastructure and improvements (collectively, the Project-Related Improvements").

O. To help sustain the long term viability of the Project, the Parties have determined that it will be necessary to provide funds for job training and recruitment, for the establishment of the Oneida County STEM Education Fund (as such term is hereinafter defined) and for the creation of an Oneida County Sewer District Sewer Improvements Fund (as such term is hereinafter defined) to fund capital projects that reduce combined sewer overflows (CSOs) and reduce inflow and infiltration within the Oneida County Sewer District's sewer system, facilitate

the purchase of sewer credits necessary to comply with the NYS Department of Environmental Conservation/Oneida County Consent Order and City of Utica Long Term Control Plan, and finance environmentally friendly projects that would reduce stormwater discharges within the Oneida County Sewer District's main interceptors and local sewer distribution network as well as projects that would expand the Oneida County Sewer District's sewage treatment capacity.

**P.** In order to better facilitate the Marcy Nanocenter at SUNYIT Project, FSMC and/or EDGE have requested or will request the Agency, with respect to each New Facility (as such term is hereinafter defined), to undertake:

(i) a "straight lease transaction", as that term is defined in Section 854(15) of the General Municipal Law, for a "project", as that term is defined in Section 854(4) of the General Municipal Law (the "Agency Project"), consisting of (a)(1) the acquisition by the Agency of an interest in all or some portion of the EDGE Land, (2) the construction on such EDGE Land of buildings and related improvements (the "Agency Project Buildings and Related Improvements"), and (3) the acquisition of equipment (the "Agency Project Equipment") and the installation of the same in or on the Agency Project Buildings and Related Improvements (the EDGE Land, the Agency Project Buildings and Related Improvements, and the Agency Project Equipment are hereinafter sometimes collectively referred to as the "Agency Project Facility"), and (b) the grant of certain other "Financial Assistance", as that term is defined in Section 854(14) of the General Municipal Law, with respect to the foregoing including an exemption from sales taxes, mortgage recording taxes and real property taxes, and the lease of the Agency Project Facility from FSMC and/or EDGE and/or their or its End User assignee(s), and leaseback of the Agency Project Facility to FSMC and/or EDGE and/or their or its End User assignee(s), pursuant to one or more lease agreements and one or more leaseback agreements; and

(ii) a lease/leaseback or other transaction for a project (the "State Land Project"), which may consist of (a)(1) the acquisition by the Agency of an interest in all or some portion of the State Land, (2) the construction on such State Land of buildings and related improvements (the "State Land Project Buildings and Related Improvements") and (3) the acquisition of equipment (the "State Land Project Equipment") and the installation of the same in or on the State Land Project Buildings and Improvements (the State Land, the State Land Project Buildings and Related Improvements and the State Land Project Equipment are hereinafter sometimes collectively referred to as the "State Land Project Facility").

**Q.** In connection with the Agency Project, FSMC and/or EDGE have requested, or may request, the Agency to enter into one or more payment-in-lieu-of-tax agreements (each, an "Agency Project PILOT Agreement") with FSMC, EDGE and/or their or its End User assignee(s), as the case may be (each, an "Agency Project PILOT Party"), pursuant to which the Agency Project PILOT Party will make payments in lieu of real property taxes (the "Agency Project PILOT Payments") on each New Facility situate on the EDGE Land.

R. In connection with the State Land Project, FSMC and/or EDGE have requested, or may request, the Agency to enter into one or more payment-in-lieu tax agreements (each, a "State Land Project PILOT Agreement") with FSMC, EDGE and/or their or its End-User assignee(s), as the case may be (each, a "State Land Project PILOT Party"), pursuant to which the State Land Project PILOT Party will make payments in lieu of real property taxes or other contractual payments (the "State Land Project PILOT Payments") on each New Facility situate on the State Land.

S. The Parties now desire to set forth their consent to each PILOT Agreement (as such term is hereinafter defined) and approve the essential terms of each PILOT Agreement described in **Exhibit B** hereto.

T. Pursuant to the authority contained in Section 858(15) of the General Municipal Law and the case precedent of Palmateer v. Greene County Industrial Development Agency, 38 A.D.3d 1087 (3d Dept. 2007), the Parties also desire to set forth their agreement regarding the allocation of PILOT Payments (as such term is hereinafter defined) among EDGE and the Affected Tax Jurisdictions (as such term is hereinafter defined) for the entire term of each PILOT Agreement and any renewal thereof.

U. Each Agency Project Facility is intended to encompass each building or group of buildings constructed as a New Facility on the EDGE Land and each State Land Project Facility is intended to encompass each building or group of buildings constructed as a New Facility on the State Land, as designated by the Agency from time to time in a certain PILOT Agreement for each such New Facility that will be consistent with the terms, covenants and conditions set forth in **Exhibit B**.

**NOW, THEREFORE**, in consideration of the Recitals, the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions**. All capitalized terms used in this Agreement and not otherwise defined shall have the meaning set forth as follows:

"Additional Project Property" means any real property or interest in real property acquired by EDGE on or after the date hereof in connection with or in furtherance of the Project including, without limitation, any real property acquired in fee, any easement or right-of-way upon, across, over or under any real property, any leasehold interest or sub-leasehold interest in any real property, and any license in or right to use or occupy any real property, regardless of whether such real property or interest in real property adjoins or is appurtenant to the Land.

"Affected Tax Jurisdictions" means the County, the School District, the Town, the Fire District and the Library.

“Affected Tax Jurisdictions’ Fund” means that certain fund to be established and administered by the Agency for the benefit of the Affected Tax Jurisdictions. The Affected Tax Jurisdictions’ Fund is more particularly described in Section 3 FIRST hereof.

“Agency” means the Oneida County Industrial Development Agency, a New York public benefit corporation, having an office at 584 Phoenix Drive, Rome, New York 13441.

“Agency Project” shall have the meaning ascribed to such term in Recital P(i) above.

“Agency Project Buildings and Related Improvements” shall have the meaning ascribed to such term in Recital P(i)(a)(2) above.

“Agency Project Equipment” shall have the meaning ascribed to such term in Recital P(i)(a)(3) above.

“Agency Project Facility” shall have the meaning ascribed to such term in Recital P(i)(a)(3) above.

“Agency Project PILOT Agreement” shall have the meaning ascribed to such term in Recital Q above.

“Agency Project PILOT Party” shall have the meaning ascribed to such term in Recital Q above.

“Agency Project PILOT Payments” shall have the meaning ascribed to such term in Recital Q above.

“Aggregate Annual PILOT Payment Allocation” means, with respect to the PILOT Year in question, the aggregate amount of all PILOT Payments allocated to an Affected Tax Jurisdiction under all of the PILOT Agreements. In any instance where the Affected Tax Jurisdiction in question is the Town, the Aggregate Annual PILOT Payment Allocation of the Town for the PILOT Year in question shall be the aggregate amount of all PILOT Payments allocated to the Town out of (a) the Affected Tax Jurisdictions’ Funds established under all of the PILOT Agreements and (b) the Community Host Payment Funds established under all of the PILOT Agreements. In any instance where the Affected Tax Jurisdiction in question is one other than the Town, the Aggregate Annual PILOT Payment Allocation of such Affect Tax Jurisdiction for the PILOT Year in question shall be aggregate amount of all PILOT Payments allocated to such Affected Tax Jurisdiction out of the Affected Tax Jurisdictions’ Funds established under all of the PILOT Agreements.

“Agreement” means this Agreement Approving PILOT Terms and Allocating PILOT Payments.

“Authorizing Legislation” shall have the meaning ascribed to such term in Recital C above.

“Community Host” means the Town, acting in its capacity as “community host” for the Project.

“Community Host Payment Fund” means that certain fund to be established and administered by the Agency for the benefit of the Town (acting in its capacity as “community host” for the Project). The Community Host Payment Fund is more particularly described in Section 3 SECOND hereof.

“Completion Date” means, with respect to each New Facility, the earlier of (i) the taxable status date that such New Facility is reflected on the annual assessment roll or property record card as having a Certificate of Occupancy or (ii) the date that is two (2) years after the Construction Commencement Date for such New Facility.

“Construction Commencement Date” shall mean, with respect to each New Facility, the applicable taxable status date of the Town following the date of the issuance of a building permit for such New Facility.

“Construction PILOT Payment Period Commencement Date” means, with respect to each New Facility, January 1 of the first year following the Construction Commencement Date for such New Facility.

“Construction PILOT Payment Period” means, with respect to each New Facility, the period of time (not to exceed two (2) years) beginning on the Construction PILOT Payment Period Commencement Date and continuing through and including the date immediately preceding the Permanent PILOT Payment Period Commencement Date.

“Construction PILOT Payment Period PILOT Year” means, with respect to each New Facility, (a) the first calendar year occurring during said Construction PILOT Payment Period and (b) if the Completion Date has not yet occurred, the second calendar year occurring during said Construction PILOT Payment Period.

“County” means the County of Oneida, a New York municipal corporation having an office at the County Office Building, 800 Park Avenue, Utica, New York 13501.

“Early Termination Charge” shall have the meaning ascribed to such term in Section 4(b) hereof.

“Declaration” means any instrument whereby common area maintenance charges are levied, assessed or imposed by the State, SUNY, FSMC, EDGE or a landowners/tenants association against or upon the End User(s) for the maintenance, landscaping, signage or the provision of other amenities within any common or similar areas located on the Land.

“EDGE” means Economic Development Growth Enterprises Corporation, a New York not-for-profit corporation, having an office at 584 Phoenix Drive, Rome, New York 13441.

“EDGE Land” shall have the meaning ascribed to such term in Recital G above. The EDGE Land is more particularly described in Schedule 2 attached hereto and made a part hereof. If EDGE acquires or transfers any EDGE Land after the date hereof, the Parties shall amend Schedule 2 and Exhibit A accordingly.

“EDGE Lenders” means those lenders to whom EDGE is obligated with respect to the EDGE Project-Related Debt.

“EDGE Project-Related Debt” means any debt incurred by EDGE for the purposes of financing and/or refinancing the hard and soft costs of making Project-Related Improvements and paying for other Project-Related Development costs including, without limitation, the costs of the following: on-site and off-site wetlands mitigation, site development and infrastructure improvements, construction of access roads and parking improvements, the construction of an electric substation and extension of a redundant power feed to the Land, the relocation of electric transmission and other utility lines, the construction of a gas yard, incentive financing to help offset the construction costs of clean room manufacturing space, administrative offices, R & D facilities, warehousing and related semiconductor facilities, the purchase of real property in fee and other interests therein (e.g., easements), incentive financing to help offset the costs of constructing a neutralization plant for direct discharges in the NYS Barge Canal and upgrades to MVWA’s water distribution system necessary to support End User requirements, and all legal, accounting, design, engineering, planning, consulting, professional, permitting and governmental fees, lender closing costs and fees, and interest charges and other necessary capital expenditures for the Project. EDGE Project-Related Debt shall include any monies which EDGE is obligated to set aside in order to maintain a minimum debt service coverage ratio of 1.15 to 1.0. Notwithstanding anything to the contrary contained herein, in order for any indebtedness incurred by EDGE to qualify as “EDGE Project-Related Debt”, the same must first be approved by the Agency (after it first consults with EDGE), which approval shall not be unreasonably withheld, conditioned or delayed.

“EDGE Project-Related Debt Service Fund” means that certain fund to be established and administered by EDGE for the purpose of paying, prepaying and/or otherwise servicing EDGE Project-Related Debt (and to enable EDGE to maintain a minimum debt service coverage ratio of 1.15 to 1.0). The EDGE Project-Related Debt Service Fund is more particularly described in Section 3 FOURTH hereof.

“Effective Date” shall have the meaning ascribed to such term in Section 16 hereof.

“End User” shall have the meaning ascribed to such term in Recital F above.

“Excess SID Credit” shall have the meaning ascribed to such term in Section 2(c)(ii) hereof.

“Execution Date” means the date first set forth above.

“Fire District” means the Maynard Fire District, a New York fire district, having an address of 9500 Maynard Drive, Marcy, New York 13403.

“First PILOT Year of the Construction PILOT Payment Period” means, with respect to each New Facility (regardless of whether such New Facility is situate on the EDGE Land or the State Land), the PILOT Year which commences on the Construction Period PILOT Payment Commencement Date.

“First PILOT Year of the Permanent PILOT Payment Period” means, with respect to each New Facility (regardless of whether such New Facility is situate on the EDGE Land or the State Land), the PILOT Year which commences on the Permanent PILOT Payment Commencement Date.

“FSMC” means Fort Schuyler Management Corporation, a New York not-for-profit corporation, having an address of 100 Seymour Road, Utica, New York 13502.

“Funds” means the Affected Tax Jurisdictions’ Fund, the Community Host Payment Fund, the NYS Refundable Equity Investment Fund, the EDGE Project-Related Debt Service Payment Fund and the Marcy Nanocenter at SUNYIT Project Development Fund.

“Ground Lease” means the Amended and Restated Ground Lease between SUNY, as ground lessor, and FSMC, as ground lessee, dated as of May 1, 2010.

“Ground Leased Premises” shall have the meaning ascribed to such term in Recital L above.

“Ground Sublease” means the Amended and Restated Ground Sublease between FSMC, a ground sublessor, and EDGE, as ground sublessee, dated as of May 1, 2010.

“Land” shall have the meaning ascribed to such term in Recital I above. The Land is more particularly described in Exhibit A attached hereto and made a part hereof. If the State acquires or transfers any State Land after the date hereof or if EDGE acquires or transfers any EDGE Land after the date hereof, the Parties shall amend Exhibit A accordingly, if necessary.

“Library” means the Dunham Public Library, a New York school district public library, having an address of 76 Main Street, Whitesboro, New York 13492.

“Marcy Nanocenter at SUNYIT Project” shall have the meaning ascribed to such term in Recital F above.

“Marcy Nanocenter at SUNYIT Project Development Fund” means that certain fund to be established and administered by EDGE for the general purposes of financing, refinancing and/or otherwise funding various Project-Related Development Costs which are not financed, refinanced and/or otherwise funded by EDGE Project-Related Debt including, without limitation, (a) all costs associated with the acquisition of EDGE Land or other interests in real property, (b) all costs associated with the design, engineering, installation and/or construction of Project-Related Improvements, (c) the costs of financing, refinancing and/or otherwise funding Project-Related Job-Training/Recruitment, (d) the costs of capitalizing and/or replenishing the Oneida

County, STEM Education Fund, and (e) the costs of capitalizing and/or replenishing the OCSD Sewer Improvements Fund. The Marcy Nanocenter at SUNYIT Project Development Fund is more particularly described in Section 3 FIFTH hereof.

“Marcy-SUNYIT Parkway” shall have the meaning ascribed to such term in Recital M above.

“MVCC” means Mohawk Valley Community College, a community college affiliated with SUNY, having an office at 1101 Sherman Drive, Utica, New York 13501.

“MVWA” means Mohawk Valley Water Authority, a New York public benefit corporation, having an office at 1 Kennedy Plaza, Utica, New York 13502.

“National Grid” means Niagara Mohawk Power Corporation d/b/a National Grid, a New York corporation, having an office at 300 Erie Boulevard West, Syracuse, New York 13202.

“New Facility” means each building or group of buildings and related improvements constructed either on the EDGE Land or on the State Land by an End User for which the Construction Commencement Date is after the date of this Agreement. Each New Facility shall include that portion of the EDGE Land or the State Land upon which such building or group of buildings and related improvements have been constructed.

“NYS Refundable Equity Investment” means that certain equity investment to be made by the State in the Project after the Effective Date for the purpose of funding various Project-Related Improvements, which equity investment is to be refunded to the State. The amount of the NYS Refundable Equity Investment shall be determined by the Agency (after it first consults with the State and EDGE) and may be increased at any time and from time to time.

“NYS Refundable Equity Investment Fund” means that certain fund to be established and administered by EDGE for the purposes of refunding the NYS Refundable Equity Investment to the State. The NYS Refundable Equity Investment Fund is more particularly described in Section 3 THIRD hereof.

“OCSD Sewer Improvements Fund” means that certain fund to be established and administered by the Oneida County Sewer District for the purposes of constructing, reconstructing, operating, maintaining and repairing such sewer improvements within the boundaries of said Oneida County Sewer District as the latter deems necessary or desirable in order to facilitate the Project or development generated thereby and/or related thereto.

“Oneida County Sewer District” means the Oneida County Sewer District, a County Sewer District established by the Oneida County Board of Supervisors under Article 5A of the County Law, as amended, having an address of 51 Leland Avenue, Utica, New York 13503.

“Oneida County STEM Education Fund” means that certain fund to be jointly established and administered by the County, MVCC, SUNYIT, and Oneida-Herkimer-Madison BOCES for

the purposes of facilitating the Project by providing STEM Education throughout Oneida County, New York.

“Oneida-Herkimer-Madison BOCES” means the Oneida-Herkimer-Madison Board of Cooperative Educational Services, a New York board of cooperative educational services, having an office at 4747 Middle Settlement Road, New Hartford, New York 13413.

“PDA” means the Amended and Restated Project Development Agreement, dated as of May 1, 2010, by and among EDGE, SUNY and SUNY RF (and joined in by the SUNYIT Foundation and FSMC).

“Permanent PILOT Payment Period Commencement Date” means, with respect to each New Facility (regardless of whether such New Facility is situate on the EDGE Land or the State Land), the January 1 date immediately following the Completion Date.

“Permanent PILOT Payment Period” means, with respect to each New Facility (regardless of whether such New Facility is situate on the EDGE Land or the State Land), that period of time of up to forty-seven (47) years beginning on the Permanent PILOT Payment Period Commencement Date.

“Permanent PILOT Payment Period PILOT Year” means, with respect to each New Facility, (a) each calendar year occurring during said Permanent PILOT Payment Period up to, but not including, the last calendar year (or portion thereof) occurring during said Permanent PILOT Payment Period and (b) the last calendar year (or portion thereof) occurring during said Permanent PILOT Payment Period.

“PILOT Agreement” means each Agency Project PILOT Agreement and State Land Project PILOT Agreement.

“PILOT Allocation Agreement” means this Agreement.

“PILOT Extension Term” shall have the meaning ascribed to such term in Section 2(c)(iii) hereof.

“PILOT Party” means (a) an Agency Project PILOT Party and (b) a State Land Project PILOT Party. A PILOT Party may be EDGE, FSMC and/or one or more End Users or its or their assignees approved by the Agency.

“PILOT Payments” shall mean (a) payments in lieu of real property taxes on a New Facility pursuant to an Agency Project PILOT Agreement and (b) payments in lieu of real property taxes or other contractual payments on a New Facility pursuant to a State Land Project PILOT Agreement.

“PILOT Year” means, with respect to each New Facility (regardless of whether such New Facility is situate on the EDGE Land or the State Land), each Construction PILOT Payment Period PILOT Year and each Permanent PILOT Payment Period PILOT Year.

“Project” shall have the meaning ascribed to such term in Recital F above.

“Project-Related Development Costs” means any costs relate to the development of the Project including, without limitation, the costs of making Project-Related Improvements.

“Project-Related Improvements” shall have the meaning ascribed to such term in Recital N above.

“Project-Related Job Training/Recruitment” means any job training and education, and recruitment, made available by or through EDGE or others to the End User(s) in order to facilitate the Project. Notwithstanding anything to the contrary contained herein, in order to be deemed “Project-Related Job Training/Recruitment Funds”, the same shall be approved by the Agency (after it first consults with EDGE), which approval shall not be unreasonably withheld, conditioned or delayed.

“School District” means the Whitesboro Central School District, a New York school district, having an office at 67 Whitesboro Street, Yorkville, New York 13495.

“SID Charges” means any special ad valorem levies, special assessments or other special district or improvement district or area charges.

“SID Credit” shall have the meaning ascribed to such term in Section 2(c)(i) hereof.

“SID Credit Amount” shall have the meaning ascribed to such term in Section 2(c)(i) hereof.

“SID Taxing Entity” means the Affected Tax Jurisdiction that levies SID Charges against all or any portion of the Land or any property abutting or adjoining the Land.

“State” means the State of New York, and its departments and agencies and public benefit corporations.

“State Land” shall have the meaning ascribed to such term in Recital A above. The State Land is more particularly described in **Schedule 1** attached hereto and made a part hereof. If the State acquires or transfers any State Land after the date hereof, the Parties shall amend **Schedule 1** and **Exhibit A** accordingly.

“State Land Project” shall have the meaning ascribed to such term in Recital P(ii) above.

“State Land Project Buildings and Improvements” shall have the meaning ascribed to such term in Recital P(ii)(a)(2) above.

“State Land Project Equipment” shall have the meaning ascribed to such term in Recital P(ii)(a)(3) above.

“State Land Project Facility” shall have the meaning ascribed to such term in Recital P(ii)(a)(3) above.

“State Land Project PILOT Agreement” shall have the meaning ascribed in to such term in Recital R above.

“State Land Project PILOT Party” shall have the meaning ascribed to such term in Recital R above.

“State Land Project PILOT Payments” shall have the meaning ascribed to such term in Recital R above.

“STEM Education” means science technology, engineering and math education.

“SUNY” means the State University of New York, a New York education corporation, having an office at State University Plaza, Albany, New York 12246.

“SUNYIT” means the SUNY Institute of Technology of Utica/Rome, a State-operated institution which comprises part of SUNY, having an address of 100 Seymour Road, Utica, New York 13502.

“SUNYIT Campus” shall have the meaning ascribed to such term in Recital A above.

“SUNYIT Foundation” means the Institute of Technology Foundation of Utica/Rome, Inc., a New York not-for-profit corporation, having an office at 100 Seymour Road, Utica, New York 13502.

“SUNY RF” means The Research Foundation of State University of New York, a New York not-for-profit corporation, having an office at 35 State Street, Albany, New York 12207.

“Third-Party Consents” shall have the meaning ascribed to such term in Section 9 hereof.

“Town” means the Town of Marcy, a New York municipal corporation, having an office at Marcy Town Hall, 8881 Paul Becker Road, Marcy, New York 13403.

“User Charges” means contractual charges imposed on a person or entity based on such person or entity’s actual use of services or facilities (e.g., water rents and sewer rents).

2. Approval of and Consent to PILOT Agreement(s); Special Districts, Special Assessments/Credit for SID Charges.

(a) (i) Each of the Affected Tax Jurisdictions hereby approves of and consents to one or more PILOT Agreements between the Agency and each PILOT Party approved by the Agency, which PILOT Agreements shall include terms and conditions approved by the Agency, provided the PILOT Agreements shall comply with the essential terms described in **Exhibit B** attached hereto and made a part hereof.

(ii) Each of the Parties acknowledges and agrees:

(A) that as long as the State Land is exempt from taxation, such State Land is not liable for special ad valorem levies, but special assessments imposed against such State Land on a benefit basis may be collectible if the requirements of Section 19 of the Public Lands Law are met.

(B) that as long as the EDGE Land is exempt from taxation, such EDGE Land is also exempt from special ad valorem levies to the extent provided in Section 490 of the Real Property Tax Law.

(C) User Charges are not taxes, special ad valorem levies or special assessments.

(b) After the Execution Date, neither the Town nor the County shall (i) create a special district or improvement district or area which abuts or adjoins the Land or which includes all or any portion of the Land within its territorial boundaries or (ii) amend an existing special district or special improvement district or area to change the assessment method from and ad valorem basis to a benefit basis, without the prior written consent of the Agency, EDGE and any End User(s) who would be obligated to pay any SID Charges associated therewith.

(c) (i) If for any reason a New Facility (regardless of whether such New Facility is situate on the EDGE Land or the State Land) shall be subject to any SID Charges, notwithstanding the Town and County's agreement set forth in Section 2(b) above, then the amount of SID Charges assessed against such New Facility each year shall be applied as a dollar for dollar credit (the "SID Credit") that shall reduce the PILOT Payments due from the End User with respect to such New Facility for the PILOT Year in which the SID Charges are due and payable. An amount equal to the SID Credit (the "SID Credit Amount") shall be subtracted from the Aggregate Annual PILOT Payment Allocation of the Affected Tax Jurisdiction that levied the SID Charges (the "SID Taxing Entity"). Once the SID Credit Amount has been subtracted from the Aggregate Annual PILOT Payment Allocation of the SID Taxing Entity in question, the Agency shall then re-allocate said subtracted amount in the manner necessary to place the Affected Tax Jurisdictions (other than the SID Taxing Entity in question) and the Funds (other than the Affected Tax Jurisdictions' Fund and, if applicable, the Community Host Payment Funds) in the same position that they would have been in had there been no SID Credit in the first place (or as nearly so as is possible). The provisions of this paragraph will not apply for any SID Charges or assessments requested by the End User and does not cover the imposition of any common area charges that may be levied, assessed or imposed by means of a Declaration.

(ii) If the SID Credit Amount for any year exceeds the Aggregate Annual PILOT Payment Allocation of the SID Taxing Entity in question, the excess amount (the "Excess SID Credit") shall be carried forward to subsequent years and applied each year to reduce the annual PILOT Payments due from the End User in question, and shall be subtracted from the Aggregate Annual PILOT Payment Allocation of the SID Taxing Entity in question, until the entire amount of the Excess SID Credit has been fully used.

(iii) If necessary, the term of the applicable PILOT Agreement(s) shall be extended for such period of time necessary for the entire Excess SID Credit to be applied to reduce PILOT Payments due from the End User in question (the "PILOT Extension Term"). During the PILOT Extension Term, such End User shall make annual PILOT Payments to the Agency in amounts equal to the real property taxes that would be due if the New Facility in question were owned by such End User and the Agency had no interest therein. The PILOT Payments during the PILOT Extension Term shall be allocated pro rata among the Affected Tax Jurisdictions in proportion to the amount of real property taxes that each Affected Tax Jurisdiction would receive if such New Facility was subject to normal taxation and will not be subject to the fixed allocation set forth in Section 3 of this Agreement. The Excess SID Credit shall be applied to reduce the SID Taxing Entity's share of PILOT Payments during the PILOT Extension Term until the entire remaining Excess SID Credit has been fully used.

3. Allocation of PILOT Payments by Agency. Each of the Affected Tax Jurisdictions acknowledges and agrees that, without the funding provided by the NYS Refundable Equity Investment Fund and the EDGE Project-Related Debt, there would not be a Project capable of making the payments under the PILOT Agreement(s). Accordingly, each of the Affected Tax Jurisdictions agrees that the Agency shall allocate the PILOT Payments received from each PILOT Party among the Affected Tax Jurisdictions' Fund, the Community Host Payment Fund, the NYS Refundable Equity Investment Fund, the EDGE Project-Related Debt Service Fund and the Marcy Nanocenter at SUNYIT Project Development Fund in the following order of priority and amounts:

FIRST: During each PILOT Year (beginning with the First PILOT Year of the Construction Period) during the term of each PILOT Agreement and any renewal term thereof, the Agency shall (a) deposit into the Affected Tax Jurisdictions' Fund an amount equal to the PILOT Payments received by it multiplied by the percentage corresponding to such PILOT Year as set forth in **Column 2 of Exhibit C** attached hereto and made a part hereof and (b) then, within thirty (30) days from the Agency's receipt of the annual payment under the PILOT Agreement, pay over and distribute the Affected Tax Jurisdictions from the Affected Tax Jurisdictions' Fund the following proportional amounts thereof:

- 17.65 % thereof to the County;
- 65.27% thereof to the School District;
- 9.99 % thereof to the Town;
- 5.01 % thereof to the Fire District; and
- 2.08 % thereof to the Library.

By way of illustration, if during the first (1<sup>st</sup>) PILOT Year of the Construction PILOT Payment Period the Agency received \$1,500,000.00 in PILOT Payments from an End User with respect to a New Facility, the Agency would be obligated

to deposit the sum of \$150,000.00 into the Affected Tax Jurisdictions' Fund ( $\$1,500,000.00 \times 10\% = \$150,000.00$ ). By way of further illustration, if during the fourteenth (14<sup>th</sup>) PILOT Year of the Permanent PILOT Payment Period the Agency received \$4,000,000.00 in PILOT Payments from an End User with respect to a New Facility, the Agency would be obligated to deposit the sum of \$920,000.00 into the Affected Tax Jurisdictions' Fund ( $\$4,000,000.00 \times 23\% = \$920,000.00$ ).

SECOND: During each PILOT Year (beginning with the First PILOT Year of the Construction PILOT Payment Period) during the term of each PILOT Agreement and any renewal term thereof, the Agency shall deposit into the Community Host Payment Fund an amount equal to two percent (2%) of the total PILOT Payments received by it as is more particularly set forth in **Column 3 of Exhibit C** attached hereto and made a part hereof (at the same time that it deposits the required amount into the Affected Tax Jurisdictions' Fund pursuant to paragraph FIRST above) and (b) then, within thirty (30) days from the Agency's receipt of the annual payment under the PILOT Agreement, pay over and distribute to the Town (acting in its capacity as "community host" for the Project) all of the monies on deposit therein on the conditions that (x) the Town shall use such monies for one or more of the following purposes (i) to make repairs to existing Town improvements which are necessitated by the Project, (ii) to help defray the cost of capital expenditures required to be made by the Town due to the additional burdens and demands placed on Town services by virtue of the Project, and (iii) to upgrade and/or construct new infrastructure improvements necessitated by the development of the Marcy Site and/or the other development in the Town resulting from the Project and (y) upon EDGE's request, the Town shall accept the dedication of the "ring road", or any portions thereof, as and for a public road or public roads; provided, however, that such "ring road", or portion thereof, meets applicable Town specifications.

THIRD: During each PILOT Year (beginning with the First PILOT Year of the Construction PILOT Payment Period) during the term of each PILOT Agreement and any renewal term thereof, the Agency shall deposit into the NYS Refundable Equity Investment Fund such proportion of the PILOT Payments received by it as are then remaining (after it has deposited (a) the required amount into the Affected Tax Jurisdictions' Fund pursuant to the paragraph FIRST above and (b) the required amount into the Community Host Payment Fund pursuant to paragraph SECOND above) as is necessary to fully fund that portion of the NYS Refundable Equity Investment which is scheduled to be refunded by EDGE to the State during such PILOT Year, if any.

FOURTH: During each PILOT Year (beginning with the First PILOT Year of the Construction PILOT Payment Period) during the term of each PILOT Agreement and any renewal term thereof, the Agency shall deposit into the EDGE Project-Related Debt Service Fund such proportion of the PILOT Payments received by it as are then remaining (after it has deposited (a) the required amount

into the Affected Tax Jurisdictions' Fund pursuant to paragraph FIRST above, (b) the required amount into the Community Host Payment Fund pursuant to paragraph SECOND and (c) the required amount, if any, into the NYS Refundable Equity Investment Fund pursuant to paragraph THIRD above) as is necessary to enable EDGE to pay, prepay and/or otherwise service the EDGE Project-Related Debt (and maintain a minimum debt service coverage ratio of 1.15 to 1.0).

FIFTH: During each PILOT Year (beginning with the First PILOT Year of the Construction PILOT Payment Period) during the term of each PILOT Agreement and any renewal term thereof, the Agency shall deposit into the Marcy Nanocenter at SUNYIT Project Development Fund all of the PILOT Payments received by it as are then remaining (after it has deposited (a) the required amount into the Affected Tax Jurisdictions' Fund pursuant to the paragraph FIRST above, (b) the required amount into the Community Host Payment Fund pursuant to paragraph SECOND above, (c) the required amount, if any, into the NYS Refundable Equity Investment Fund pursuant to paragraph THIRD above, and (d) the required amount, if any, into the EDGE Project-Related Debt Service Fund pursuant to paragraph FOURTH above).

EDGE shall then allocate and distribute from the Marcy Nanocenter at SUNYIT Project Development Fund all of such monies (but in such proportions as it deems necessary or advisable, in its sole discretion), to do any one or more of the following:

(a) finance, refinance and/or otherwise fund all costs associated with the acquisition of the EDGE Land and any Additional Project Property;

(b) finance, refinance and/or otherwise fund all costs associated with the design, engineering, installation and/or construction of Project-Related Improvements;

(c) finance, refinance and/or otherwise fund all costs associated with Project-Related Job Training/Recruitment;

(d) capitalize and/or replenish the Oneida County STEM Education Fund;

(e) capitalize and/or replenish the OCSD Sewer Improvements Fund; and

(f) finance, refinance and/or otherwise fund any other Project-Related Development Costs.

4. PILOT Agreement Provisions for the Benefit of EDGE Lenders.

(a) In addition to the essential terms described in Exhibit B, and other terms approved by the Agency, each PILOT Agreement shall contain such provisions as may be

requested by EDGE in order to provide EDGE, and the EDGE Lenders, with assurances satisfactory to them, in their sole discretion, that such PILOT Agreement, the guarantees thereof and/or security instruments relating thereto, if any, may not be amended or modified without the written approval of the EDGE Lenders and will be enforceable against each End User (and other applicable obligors) at all times until the NYS Refundable Equity Investment allocable to such End User has been fully refunded to the State and the EDGE Project-Related Debt allocable to such End User has been indefeasibly paid in full to the EDGE Lenders.

(b) Without limiting the generality of the foregoing, if EDGE so requests, the PILOT Agreement shall provide that if, prior to the date that the NYS Refundable Equity Investment allocable to an End User has been fully refunded to the State and the EDGE Project-Related Debt allocable to an End User has been indefeasibly paid in full to the EDGE Lenders, the PILOT Agreement is set aside, invalidated or otherwise terminates or is terminated with respect to such End User then, and in any such event, and regardless of the reason therefor, the NYS Refundable Equity Investment allocable to such End User and the EDGE Project-Related Debt allocable to such End User shall be deemed (for the purposes of the PILOT Agreement) to have been "accelerated" thereby becoming immediately due and payable, in full, and such End User shall pay an early termination charge (the "Early Termination Charge") to the Agency in an amount equal to that portion of the NYS Refundable Equity Investment allocable to such End User which then remains to be refunded to the State plus the then unpaid and outstanding combined principal balances of the "accelerated" the EDGE Project-Related Debt (including all interest and other sums due pursuant thereto or in connection therewith, e.g., prepayment penalties, hedge agreement "breakage" fees, etc.) allocable to such End User and that upon the Agency's receipt of such Early Termination Charge, it shall immediately deposit the same into the NYS Refundable Equity Investment Fund and/or the EDGE Project-Related Debt Service Fund, as applicable, whereupon EDGE shall disburse the same proportionately in such amounts as are necessary to fully refund the NYS Refundable Equity investment to the State allocable to such End User and pay the unpaid and outstanding balance of the EDGE Project-Related Debt allocable to such End User to the EDGE Lenders, in full. The Early Termination Charge shall be deemed to be a PILOT Payment.

5. Assignment of PILOT Agreement(s) and Related Documents. As collateral security for the payment of the EDGE Project-Related Debt, the Agency agrees to assign its rights under each PILOT Agreement (as to each End User and/or New Facility), the payments due to the Agency under such PILOT Agreement except for the payments due to the Affected Taxing Jurisdictions under Section 3 hereof, the guarantees thereof and/or security instruments relating thereto, if any, and this Agreement to the EDGE Lenders to the extent necessary to enable said EDGE Lenders to enforce and fully collect upon their security for the EDGE Project-Related Debt applicable to such End User and/or New Facility. Each such assignment shall be in form and content satisfactory to the Agency, EDGE and the EDGE Lenders, in their sole discretion. Each of the Affected Tax Jurisdictions hereby acknowledges and consents to each of such assignments. The Parties to this Agreement acknowledge and agree that the Parties shall be obligated to execute and deliver such other documents and/or agreements to confirm the terms, covenants and conditions of this Agreement and the PILOT Agreements and the priority of the allocation of the payments under the PILOT Agreements.

6. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To the Agency: Oneida County Industrial Development Agency  
153 Brooks Road  
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 Town: Town of Marcy  
Marcy Town Hall  
8881 Paul Becker Road  
Marcy, New York 13403  
Attn.: Town Supervisor

With a Copy To: William P. Schmitt, Esq.  
Gorman, Waszkiewicz, Gorman & Schmitt  
1508 Genesee Street  
Utica, New York 13502

To the County: County of Oneida  
County Office Building  
800 Park Avenue  
Utica, New York 13501  
Attn: Commissioner of Finance

With a Copy To: Gregory J. Amoroso, Esq.  
County Attorney  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

To the School District: Whitesboro Central School District  
67 Whitesboro Street  
Yorkville, New York 13495  
Attn.: District Superintendent

With a Copy To: Richard A. Frye, Esq.  
Frye and Carbone  
2219 Genesee Street  
Utica, New York 13501

To Fire District: Maynard Fire District  
9500 Maynard Drive  
Marcy, New York 13403  
Attn: President

With a Copy To: Gregory A. Mattacola, Esq.  
Mattacola Law Firm  
217 N. Washington Street  
Rome, New York 13440

To the Library: Dunham Public Library  
76 Main St.  
Whitesboro, New York 13492

With a Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To EDGE: Economic Development Growth Enterprises Corporation  
584 Phoenix Drive  
Rome, New York 13441  
Attn.: President

With a Copy To: Saunders Kahler, L.L.P.  
185 Genesee Street, Suite 1400  
Utica, New York 13501  
Attn.: Joseph E. Saunders, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

7. Special Obligation of Agency. (a) The obligations and agreements of the Agency contained herein and in any other instrument or document executed in connection herewith or therewith, and any instrument or document supplemental hereto or thereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent or employee of the Agency in his individual capacity, and the members, officers, agents and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby. The obligations and agreements of the Agency contained herein or therein shall not constitute or give rise to an obligation of the State of New York or of the County of Oneida, and neither the State of New York nor the County of Oneida shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues (if any) of the Agency derived and to be derived from the lease, sale or other disposition of

the Agency Project Facility and the State Land Project Facility. The limitations on the obligations of the Agency contained in this Section 7 by virtue of any lack of assurance required by Section 7(b) hereof shall not be deemed to prevent the occurrence and full force and effect of any event of default pursuant hereto.

(b) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder or thereunder shall be sought or enforced against the Agency unless (A) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, and (B) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses, and (C) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents or employees shall be subject to potential liability, the party seeking such order or decree shall (1) agree to indemnify and hold harmless the Agency and its members, officers, agents and employees against any liability incurred as a result of its compliance with such demand, and (2) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents and employees against all liability expected to be incurred as a result of compliance with such request.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

9. Consents. Each Party represents and warrants to the other Parties that it has obtained all of the corporate and/or governing board approvals, consents and/or authorizations necessary for it to enter into this Agreement and that, with the exception of any Third-Party Consents (as hereinafter defined), it knows of no other approvals, consents and/or authorizations which would be needed in order for this Agreement to take effect. The Parties shall use their best efforts to obtain all third-party approvals, consents and/or authorizations, if any, required in order for this Agreement to take effect (collectively, the "Third-Party Consents"). The Third-Party Consents may, but do not necessarily, include those of SUNY, SUNY RF and FSMC. The Parties hereby designate EDGE to determine which Third-Party Consents, if any, are required in order for this Agreement to take effect and to take the lead in obtaining any such Third-Party Consents.

10. Release of Land. If requested by the Agency and EDGE, the parties shall release all or any one or more portions of the Land from the operation of this Agreement.

11. Section Headings. The section headings contained in this Agreement are for convenience and reference only and shall not be used to interpret or construe provisions.

12. Further Assurances. The parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as may be reasonably necessary to give effect to the purposes of this Agreement and the Parties' agreements hereunder.

13. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Recitals. The Recitals set forth above are hereby incorporated into and made a part of this Agreement as if set forth in full herein.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

16. Effective Date. The effective date (the "Effective Date") of this Agreement shall be on the earlier of (a) the date on which EDGE determines and certifies to the other Parties, in writing, that all of the Third-Party Consents required in order for this Agreement to take effect have been obtained or (b) the date on which EDGE determines and certifies to the other Parties, in writing, that no Third Party Consents are required in order for this Agreement to take effect. Notwithstanding the preceding sentence, Section 2(b) and Section 9 of this Agreement shall be effective as of the Execution Date.

17. Entire Agreement; Amendments; Waivers. This Agreement (including the exhibits and schedules hereto) contains the entire agreement of the Parties with respect to the subject matter hereof and no oral statement or written matter prior to the date of this Agreement shall have any effect or force. This Agreement may not be changed, modified, amended, waived, superseded, renewed, extended or terminated orally, but only by an agreement in writing signed by the Parties or, in the case of a waiver, by the Party waiving compliance.

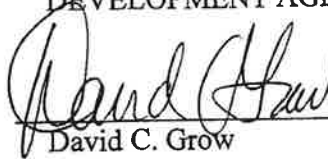
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**IN WITNESS WHEREOF**, the Parties have caused this Agreement Approving PILOT Terms and Allocating PILOT Payments to be executed and delivered by their duly authorized officers as of the Execution Date.

**AGENCY:**

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: \_\_\_\_\_



David C. Grow  
Chairman

**COUNTY:**

COUNTY OF ONEIDA

By: \_\_\_\_\_

Anthony J. Picente, Jr.  
County Executive

**SCHOOL DISTRICT:**

WHITESBORO CENTRAL  
SCHOOL DISTRICT

By: \_\_\_\_\_

David Langone  
Superintendent of Schools

**TOWN:**

TOWN OF MARCY

By: \_\_\_\_\_

Brian Scala  
Town Supervisor

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ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

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David C. Grow  
Chairman

**COUNTY:**

COUNTY OF ONEIDA

By:  \_\_\_\_\_  
Anthony J. Picente, Jr.  
County Executive

**SCHOOL DISTRICT:**

WHITESBORO CENTRAL  
SCHOOL DISTRICT

By: \_\_\_\_\_  
David Langone  
Superintendent of Schools

**TOWN:**

TOWN OF MARCY

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Brian Scala  
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David C. Grow  
Chairman

COUNTY:

COUNTY OF ONEIDA

By: \_\_\_\_\_  
Anthony J. Picente, Jr.  
County Executive

SCHOOL DISTRICT:

WHITESBORO CENTRAL  
SCHOOL DISTRICT

By: David Langone  
David Langone  
Superintendent of Schools

TOWN:

TOWN OF MARCY

By: \_\_\_\_\_  
Brian Scala  
Town Supervisor

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DEVELOPMENT AGENCY

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David C. Grow  
Chairman

**COUNTY:**

COUNTY OF ONEIDA

By: \_\_\_\_\_  
Anthony J. Picente, Jr.  
County Executive

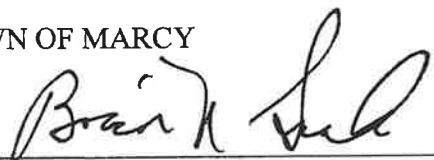
**SCHOOL DISTRICT:**

WHITESBORO CENTRAL  
SCHOOL DISTRICT

By: \_\_\_\_\_  
David Langone  
Superintendent of Schools

**TOWN:**

TOWN OF MARCY

By:  \_\_\_\_\_  
Brian Scala  
Town Supervisor

28.

**LIBRARY:**

DUNHAM PUBLIC LIBRARY

By: John H. Levitas  
Name: John H. Levitas  
Title: President - Board of Trustees

**FIRE DISTRICT:**

MAYNARD FIRE DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EDGE:**

ECONOMIC DEVELOPMENT GROWTH  
ENTERPRISES CORPORATION

By: \_\_\_\_\_  
Steven J. DiMeo  
President

**LIBRARY:**

DUNHAM PUBLIC LIBRARY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FIRE DISTRICT:**

MAYNARD FIRE DISTRICT

By: Theodore S. Rogut  
Name: Theodore S. Rogut  
Title: Chairman of Fire Comm.

**EDGE:**

ECONOMIC DEVELOPMENT GROWTH  
ENTERPRISES CORPORATION

By: \_\_\_\_\_  
Steven J. DiMeo  
President

**LIBRARY:**

DUNHAM PUBLIC LIBRARY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

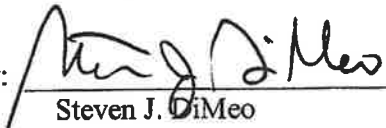
**FIRE DISTRICT:**

MAYNARD FIRE DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

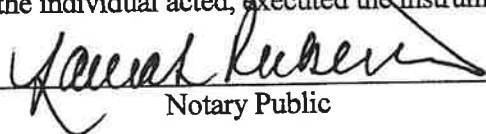
**EDGE:**

ECONOMIC DEVELOPMENT GROWTH  
ENTERPRISES CORPORATION

By:  \_\_\_\_\_  
Steven J. DiMeo  
President

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

On this 20<sup>th</sup> day of September, 2013, before me, the undersigned, 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

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 ONEIDA         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, personally appeared **ANTHONY J. PICENTE, JR.**, 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 ONEIDA         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, personally appeared **DAVID LANGONE**, 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 ONEIDA )

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, 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

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

On this 13<sup>th</sup> day of September, 2013, before me, the undersigned, personally appeared **ANTHONY J. PICENTE, JR.**, 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.

AMANDA DANIELS CARROLL  
Commissioner of Deeds  
City of Utica, New York  
Commission Expires Dec. 31, 2014

  
\_\_\_\_\_  
Notary Public

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

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, personally appeared **DAVID LANGONE**, 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 ONEIDA )

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, 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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, personally appeared **ANTHONY J. PICENTE, JR.**, 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 ONEIDA )

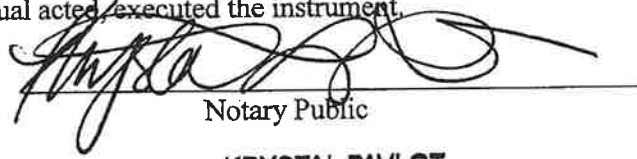
On this 7 day of August, 2013, before me, the undersigned, personally appeared **DAVID LANGONE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Brenda C. Waters  
Notary Public

**BRENDA C. WATERS**  
Notary Public in the State of New York  
Qualified in Oneida County  
Reg. #01WA478200  
My commission expires 8-2-14

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

On this 27th day of August, 2013, before me, the undersigned, personally appeared **BRIAN SCALA**, 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

**KRYSTAL PAVLOT**  
Commissioner of Deeds  
City of Utica, New York  
Commission Expires Dec. 31, 20 14

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, personally appeared \_\_\_\_\_, 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 ONEIDA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, personally appeared \_\_\_\_\_, 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

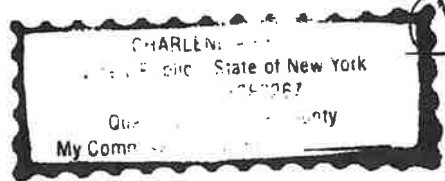
STATE OF NEW YORK )  
 ) ss.:  
COUNTY ONEIDA )

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, personally appeared **BRIAN SCALA**, 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.

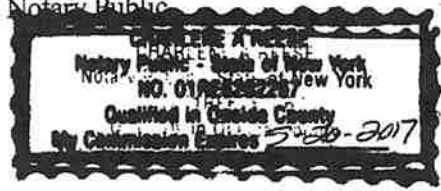
\_\_\_\_\_  
Notary Public

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

On this 10 day of September, 2013, before me, the undersigned, personally appeared John H. Levitas, 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.



Charles A. Rese  
\_\_\_\_\_  
Notary Public



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

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, personally appeared \_\_\_\_\_, 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 ONEIDA         )

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, personally appeared **BRIAN SCALA**, 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 ONEIDA         )

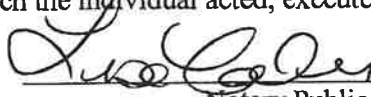
On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in 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 ONEIDA         )

On this 1<sup>st</sup> day of October, 2013, before me, the undersigned, personally appeared Theodore S. Kogut, 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.

**Lisa Taber, Notary Public**  
**Oneida County, State of New York**  
**Commission Expires March 11, 2017**  
**#02TA6277629**

  
\_\_\_\_\_  
Notary Public



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**SCHEDULE 1**

**LEGAL DESCRIPTION OF STATE LAND**

**SCHEDULE 1**

**LEGAL DESCRIPTION OF STATE LAND**

The State Land consists of the following tracts or parcels of land situate in the Town of Marcy, County of Oneida and State of New York:

**MARCY SITE PARCEL A –  
POST EDIC ROAD BYPASS CORRIDOR DEDICATION  
249.18 ACRES**

ALL THAT TRACT OR PARCEL OF LAND being part of Lots 1, 2, 3 & 4 of Cosby's Manor, Town of Marcy, County of Oneida, State of New York, and shown as "Parcel A" on a map entitled, "ALTA/ACSM Land Title Survey, Marcy Site, Lands of the People of The State of New York, Town of Marcy, Oneida County, State of New York", prepared by Lafave White & McGivern, L.S., P.C., dated April 30, 2010, and filed in the Oneida County Clerk's Office on May 10, 2010, as Instrument No. M2010-000071, which tract or parcel of land is more particularly bounded and described as follows:

Beginning at a concrete monument situate on the westerly boundary line of County Rte. No. 34 (Edic Road) at its intersection with the division line between the lands of The People of the State of New York (L. 1941 P. 391 – Parcel 1) to the north and the lands of John A. Prumo and Maureen A. Prumo (L. 2483 P. 229) to the south (which concrete monument is designated on the aforesaid map as "P.O.B. Parcel A"), thence N 59 Degrees 47 Minutes 41 Seconds W, 1107.89 feet along the division line between the aforesaid lands of Prumo and the lands of Joseph Edic, Francis Edic and Peter Edic (Instr # 2006-013171) to the south and the aforesaid lands of The People of the State of New York to the north to a set 5/8" rebar with cap, thence N 60 Degrees 01 Minutes 00 Seconds W, 553.46 feet along the division line between the aforesaid lands of Edic to the south and the lands of The People of the State of New York (L. 1926 P. 680) to the north to a set 5/8" rebar with cap, thence N 64 Degrees 19 Minutes 05 Seconds W, 2462.86 feet along the division line between the aforesaid lands of Edic, and the lands of Robert G. Comenale and Rose Mary Comenale (Instr # 2002-011183) to the south and the lands of The People of the State of New York (L. 1939 P. 568, L. 1922 P. 105 – Parcel 2 and L. 1922 P. 99 – Parcel 3) to the north to a concrete monument at the intersection of the lands of Comenale to the south, the lands of The People of the State of New York (L. 1922 P.99 – Parcel

3) to the northeast and the lands of Stephen M. Buda (L. 2885 P. 435) to the northwest, thence N 30 Degrees 19 Minutes 57 Seconds E, 400.25 feet along the division line between the lands of The People of the State of New York (L. 1922 P. 99 – Parcel 3) to the east and the aforesaid lands of Buda, and the lands of Adele Ann (Warzala) Gaglianese and Kathleen Marie (Warzala) Zakrezwski (Instr # 2004-025216), John H. Service (L. 1905 P. 49) and Linda S. Haley (L. 2916 P. 494) to the west to a concrete monument, thence N 30 Degrees 19 Minutes 38 Seconds E, 400.04 feet along the division line between the lands of The People of the State of New York (L. 1922 P. 99 – Parcel 3) to the east and the lands of Burlin Living Trust (L. 2887 P. 593), Daniel R. Lafferty and Deana L. Lafferty (L. 2394 P. 167), Clarence E. Blair and Helen Joan Blair (L. 1842 P. 559) and Robert D. Hughes and Ann M. Hughes Trust (L. 3030 P. 45) to the west to a concrete monument, thence N 30 Degrees 15 Minutes 55 Seconds E, 319.91 feet along the division line between the lands of The People of the State of New York (L. 1922 P. 99 – Parcel 3) to the east and the lands of Kazimiera E. Piejko, Alexander Piejko and Mary Beth Piejko (L. 2660 P. 183), Michael C. Sullivan and Loretta M. Sullivan (L. 2765 P. 558), and Stanley S. Sobolewski and Phyllis F. Sobolewski (L. 1859 P. 55) to the west to a concrete monument, thence N 59 Degrees 51 Minutes 46 Seconds W, 200.24 feet along the division line between the lands of The People of the State of New York (L. 1922 P. 99 – Parcel 3) to the north and the aforesaid lands of Sobolewski to the south to a concrete monument on the east boundary line of Morris Road, thence N 30 Degrees 00 Minutes 59 Seconds E, 63.14 feet along said road boundary line to a set 5/8" rebar with cap on the southerly boundary line of the lands now or formerly owned by National Grid, thence N 84 Degrees 44 Minutes 33 Seconds E, 1262.38 feet continuing along the boundary line between the lands of The People of the State of New York (L. 1922 P. 99 – Parcel 3 and L. 1922 P. 105 – Parcel 2) to the south and the lands of National Grid to the north to a set 5/8" rebar with cap on the division line between Cosby Manor Lot 1 to the west and Lot 2 to the east, which division line is also the division line between the lands of The Farmer Living Trust (Instr # 2004-009065) to the east, north and west and the lands of The People of the State of New York (L. 1922 P. 105 – Parcel 2, L. 1939 P. 568 and L. 1914 P. 981) to the west, south and east thence along said division line between the lands of The People of the State of New York and the lands of The Farmer Living Trust for the following five courses and distances: 1) S 27 Degrees 21 Minutes 44 Seconds W, 116.78 feet to a set 5/8" rebar with cap; 2) S 59 Degrees 36 Minutes 34 Seconds E, 503.58 feet to a set 5/8" rebar with

cap; 3) S 60 Degrees 06 Minutes 33 Seconds E, 567.15 feet to a set 5/8" rebar with cap on the division line between Cosby Manor Lot 2 to the west and Lot 3 to the east; 4) N 30 Degrees 23 Minutes 02 Seconds E, 484.27 feet to a set 5/8" rebar with cap; 5) N 30 Degrees 04 Minutes 25 Seconds E, 865.52 feet to a set 5/8" rebar with cap on the southeast boundary line of the lands of National Grid, thence N 62 Degrees 04 Minutes 11 Seconds E, 1038.79 feet along the division line between the lands of The People of the State of New York (L. 1923 P. 376 – Parcel 2) to the southeast and the lands of National Grid to the northwest to a set 5/8" rebar with cap on the division line of the lands of now or formerly Ludwik J. Kubinski and Mary Kubinski (L. 1607 P. 507) to the north and the lands of The People of the State of New York (L. 1923 P. 376 – Parcel 2) to the south, thence S 64 Degrees 36 Minutes 43 Seconds E, 120.97 feet along the division line between the aforesaid lands of Kubinski (L. 1607 P. 507) to the north and the lands of The People of the State of New York (L. 1923 P. 376 – Parcel 2) to the south to a set 5/8" rebar with cap on the division line of the lands of the Loin Family Irrevocable Trust (Instr # 2007-004907) to the east and north and the lands of The People of the State of New York (L. 923 P. 376 – Parcel 2) to the west and south; thence along the lands of the Loin Family Irrevocable Trust to the east and north and the lands of The People of the State of New York (L. 1923 P. 376 – Parcel 2, L. 1914 P. 981 and L. 1924 P. 616) to the west and south for the following three courses and distances: 1) S 29 Degrees 39 Minutes 09 Seconds W, 342.60 feet to a set 5/8" rebar with cap; 2) S 63 Degrees 32 Minutes 21 Seconds E, 427.30 feet to a set 5/8" rebar with cap at the division line of Cosby Manor Lot 3 to the west and Lot 4 to the east; 3) S 60 Degrees 22 Minutes 46 Seconds E, 1060.67 feet to a set 5/8" rebar with cap on the west boundary line of County Rte. No. 34 (Edic Road), thence S 29 Degrees 02 Minutes 27 Seconds W 1206.59 feet along said road boundary line to a point, thence S 29 Degrees 27 Minutes 35 Seconds W, 595.61 feet along said road boundary line to a point, thence S 28 Degrees 13 Minutes 14 Seconds W, 866.69 feet to a point, thence S 31 Degrees 01 Minutes 20 Seconds W 404.16 feet along said road boundary line to a point, thence S 30 Degrees 49 Minutes 36 Seconds W, 470.15 feet along said road boundary line to the Point of Beginning, containing 249.85 acres of land.

LESS AND EXCEPTING THEREFROM all that tract or parcel of land shown as the "Edic Road Bypass Corridor in Parcel A" on a map entitled "ALTA/ACSM Land Title Survey, Edic Road Bypass Cooridor, Lands of the People of the State of New York & Economic

Development Growth Enterprises Corporation, Town of Marcy, Oneida County, State of New York” prepared by LaFave, White & McGivern, L.S., P.C., dated April 30, 2010, and filed in the Oneida County Clerk’s Office on May 10, 2010, as Instrument No. M2010-000070, which tract or parcel of land is more particularly bounded and described as follows:

Beginning at a point on the westerly boundary line of County Rte. No. 34 (Edic Road), at its intersection with the south boundary line of the Edic Road Bypass Corridor, being located the following four courses and distances from a concrete monument situate on the westerly boundary line of County Rte. No. 34 (Edic Road) at its intersection with the division line between the aforesaid lands of The People of the State of New York (L. 1941 P.391 - Parcel 1) to the north and the aforesaid lands of Prumo (L. 2483 P. 229) to the south: 1) N 30 degrees 49 minutes 36 seconds E, 470.15 feet to a point; 2) N 31 degrees 01 minutes 20 seconds E, 404.16 feet to a point; 3) N 28 degrees 13 minutes 14 seconds E, 866.69 feet to a point; 4) N 29 degrees 27 minutes 35 seconds E, 104.20 feet to a point; thence through the lands of State of New York for the following seven courses and distances: 1) N 50 degrees 14 minutes 02 seconds W, 97.43 feet to a point; 2) N 29 degrees 57 minutes 34 seconds E, 165.51 feet to a point; 3) N 87 degrees 46 minutes 07 seconds E, 90.17 feet to a point; 5) N 29 degrees 31 minutes 54 seconds E, 516.53 feet to a point; 6) N 29 degrees 09 minutes 55 seconds E, 79.93 feet to a point; 7) S 60 degrees 50 minutes 05 seconds E, 15.00 feet to a point on the west boundary of Edic Road; thence along said west boundary line of Edic Road for the following two courses and distances: 1) S 29 degrees 02 minutes 27 seconds W, 335.43 feet to a point; 2) S 29 degrees 27 minutes 35 seconds W, 491.41 feet to the Point of Beginning, containing 0.67 acres of land.

**MARCY SITE PARCEL B**  
**44.22 ACRES**

ALL THAT TRACT OR PARCEL OF LAND being part of Lot 1 of Cosby’s Manor, Town of Marcy, County of Oneida, State of New York, and shown as “Parcel B” on a map entitled, “ALTA/ACSM Land Title Survey, Marcy Site, Lands of The People of the State of New York, Town of Marcy, Oneida County, State of New York”, prepared by Lafave White & McGivern, L.S., P.C., dated April 30, 2010 and filed in the Oneida County Clerk’s Office on May 10, 2010, as Instrument No. M2010-000071, which tract or parcel of land is more particularly bounded and described as follows:

Beginning at a concrete monument situate on the easterly boundary line of Morris Road at its intersection with the division line between the lands of The People of the State of New York (L. 1924 P. 612) to the south, and the southwest corner of the lands of Harold L. Anderson, Jr. and Ruth M. Anderson (Instr. # 2005-022426) (which concrete monument is designated on the aforesaid map as "P.O.B. Parcel B"), thence S 62 Degrees 13 Minutes 18 Seconds E, 174.72 feet, along said division line to a concrete monument, thence N 30 Degrees 39 Minutes 30 Seconds E, 791.52 feet along the division line between the aforesaid lands of The People of the State of New York to the east and the aforesaid lands of Anderson, and the lands of Frank Andrello and Kathleen A. Cook (Instr# 2002-020330), Mark Gadek and Renata Gadek (L. 2868 P. 671), John R. Delahunt and Rebecca A. Delahunt (L. 2800 P.140) Albert F. Petronio Jr. and Barbara Petronio (L. 2083 P. 841), John E. Young and Mariann Young (L. 3012 P. 273), Janice Ransier and Jeffrey Michocki (L. 2811 P. 263) to the west, to a concrete monument at the intersection of the aforesaid lands of Ransier and Michocki and the lands of Randall L. Wehrung and Louann Wehrung (L. 2878 P. 569), Bettie M. Smith (L. 2849 P. 286) and the aforesaid lands of The People of the State of New York, thence S 64 Degrees 41 Minutes 50 Seconds E, 850.62 feet, along the division line between the aforesaid lands of The People of the State of New York to the south and the aforesaid lands of Smith and the lands of Walter H. Jandke and Diana L. Jandke (L. 2098 P.901), James S. Bellinger and Lorine F. Bellinger (L. 2843 P. 649), Stephen W. Gotte and Deanna M.Gotte (L. 2749 P. 40), Richard D. Wynn and Florence I. Wynn (L. 2100 P. 470), Gregory Warchal and Marisa Mancini (Instr # 2006-016257) and Christiana B. Foster (L. 2651 P. 44) to the north to a set 5/8" rebar with cap on the division line between Cosby Manor Lot 1 to the west and Lot 2 to the east, which division line is also the division line between the lands of The Farmer Living Trust (Instr # 2004-009065) to the east and the aforesaid lands of The People of the State of New York to the west, thence along said division line S 30 Degrees 22 Minutes 56 Seconds W, 1857.71 feet to a set 5/8" rebar with cap on the northerly boundary line of the lands now or formerly owned by National Grid, thence along said northerly boundary line S 84 Degrees 44 Minutes 33 Seconds W, 1017.63 feet to set 5/8" rebar with cap on the easterly boundary line of the lands of Robert Kennedy Jr. and Mary A. Kennedy (L. 2527 P. 75), thence N 29 Degrees 49 Minutes 22 Seconds E, 174.69 feet along the easterly boundary lines of the aforesaid lands of Kennedy and the lands of Jeffrey R. Jones, Adolph J. Cieplenski III, Margaret V. Zastawny, Wiley R. Jones II (L. 2861 P. 126) to a concrete

monument, thence N 59 Degrees 25 Minutes 19 Seconds W, 199.79 feet along the northerly boundary line of the last mentioned lands to a concrete monument in the easterly boundary line of Morris Road, thence N 30 Degrees 05 Minutes 50 Seconds E, 58.73 feet to a concrete monument, on the easterly boundary line of Morris Road and southerly boundary line of the lands of The Wallace A. Taylor and Dolores Taylor Trust (L. 2709 P. 399), thence S 59 Degrees 50 Minutes 48 Seconds E, 199.60 feet along the southerly boundary line of the last mentioned lands to a concrete monument, thence N 30 Degrees 20 Minutes 54 Seconds E, 398.71 feet along the easterly boundary lines of the aforesaid lands of The Wallace A. Taylor and Dolores Taylor Trust, and the lands of Judith M. Pawloski and Mark Andrew Giehl (L. 2710 P. 150), Jouana Huston and Christopher Huston (Instr # 2007-019800) to a concrete monument, thence N 59 Degrees 32 Minutes 31 Seconds W, 199.90 feet along the northerly boundary line of the last mentioned lands to a concrete monument in the easterly boundary line of Morris Road, thence N 30 Degrees 34 Minutes 35 Seconds E, 60.06 feet to a concrete monument, on the easterly boundary line of Morris Road and southerly boundary line of the lands of The John Malinowski and Sophie Malinowski 2006 First Trust (Instr # 2006-002377), thence S 59 Degrees 36 Minutes 44 Seconds E 199.70 feet along the southerly boundary line of the last mentioned lands to a concrete monument, thence N 30 Degrees 38 Minutes 17 Seconds E, 229.38 feet along the easterly boundary lines of the aforesaid lands of The John Malinowski and Sophie Malinowski 2006 First Trust and the lands of Hedy Anselman-Nichols and Frances Borruso (Instr # 2006-003309) to a concrete monument, thence N 59 Degrees 28 Minutes 25 Seconds W, 200.85 feet along the northerly boundary line of the last mentioned lands to a concrete monument in the easterly boundary line of Morris Road, thence N 30 Degrees 42 Minutes 10 Seconds E, 652.13 feet along the easterly boundary line of Morris Road to the Point of Beginning, containing 44.22 acres of land.

**MARCY SITE PARCEL C**  
**3.16 ACRES**

ALL THAT TRACT OR PARCEL OF LAND being part of Lot 3 of Cosby's Manor, Town of Marcy, County of Oneida, State of New York, and shown as "Parcel C" on a map entitled, "ALTA/ACSM Land Title Survey, Marcy Site, Lands of The People of the State of New York, Town of Marcy, Oneida County, State of New York", prepared by Lafave White &

McGivern, L.S., P.C., dated April 30, 2010, and filed in the Oneida County Clerk's Office on May 10, 2010, as Instrument No. M2010-000071, which tract or parcel of land is more particularly bounded and described as follows:

Beginning at a set 5/8" rebar with cap situate at the intersection of the division line between the lands of The People of the State of New York (L. 1923 P. 376 – Parcel 1) on the southeast, the lands of Chad Bogan and Karen Bogan (Instr # 2003-008916) on the northeast, and the lands of The Farmer Living Trust (Instr # 2004-009065) on the west (which rebar with cap is designated on the aforementioned map as "P.O.B. Parcel C"), thence S 64 degrees 36 minutes 43 seconds E, 426.80 feet along the division line between the aforesaid lands of Bogan, and the lands now or formerly of Ludwik J. Kubinski and Mary Kubinski (L. 1607 P. 507) to the north and the aforesaid lands of The People of the State of New York to the south to a set 5/8" rebar with a cap, at its intersection with the division line between the aforesaid lands of The People of the State of New York to the northwest and the lands of National Grid (reputed owner) to the southeast; thence S 62 degrees 04 minutes 08 seconds W, 803.92 feet along said division line to a set 5/8" rebar with a cap at its intersection with the easterly boundary of the aforesaid lands of The Farmer Living Trust, thence N 30 degrees 07 minutes 30 seconds E, 646.93 feet along the division line between the aforesaid lands of The Farmer Living Trust to the west and the aforesaid lands of The People of the State of New York to the east to the Point of Beginning, containing 3.16 acres of land.

**MARCY SITE PARCEL D  
0.07 ACRES**

ALL THAT TRACT OR PARCEL OF LAND being part of Lot 1 of Cosby's Manor, Town of Marcy, County of Oneida, State of New York, and shown as "Parcel D" on a map entitled, "ALTA/ACSM Land Title Survey, Marcy Site, Lands of The People of the State of New York, Town of Marcy, Oneida County, State of New York", prepared by Lafave White & McGivern, L.S., P.C., dated April 30, 2010, and filed in the Oneida County Clerk's Office on May 10, 2010, as Instrument No. M2010-000071, which tract or parcel of land is more particularly bounded and described as follows:

Beginning at a concrete monument situate on the easterly boundary line of Morris Road at its intersection with the division line between the lands of The People of the State of New

York (L. 1922 P. 99 – Parcel 2) to the south and the lands of Robert Kennedy Jr. and Mary A. Kennedy (L. 2527 P.75) to the north (which concrete monument is designated on the aforesaid map as “P.O.B. Parcel D”), thence S 60 degrees 03 minutes 37 seconds E, 94.59 feet along said division line to a set 5/8” rebar with a cap, at its intersection with the division line between the aforesaid lands of The People of the State of New York to the north and the lands of National Grid (reputed owner) to the south; thence S 84 degrees 30 minutes 19 seconds W, 115.83 feet along said division line to a concrete monument at its intersection with the easterly boundary of Morris Road; thence N 29 degrees 45 minutes 20 seconds E, a distance of 67.16 feet along said road boundary line to the Point of Beginning, containing 0.07 acres of land.

**MARCY SITE PARCEL E -  
POST EDIC ROAD BYPASS CORRIDOR DEDICATION  
25.93 ACRES**

ALL THAT TRACT OR PARCEL OF LAND being part of Lot 5 of Cosby’s Manor, Town of Marcy, County of Oneida, State of New York, and shown as “Parcel E”, less and except the "Edic Road Bypass Corridor in Parcel E", on a map entitled, “ALTA/ACSM Land Title Survey, Edic Road Bypass Corridor, Lands of the People of the State of New York & Economic Development Growth Enterprises Corporation, Town of Marcy, Oneida County, State of New York”, prepared by Lafave White & McGivern, L.S., P.C., dated April 30, 2010, and filed in the Oneida County Clerk’s Office on May 10, 2010, as Instrument No. M2010-000070, which tract or parcel of land is more particularly bounded and described as follows:

Beginning at a point on the east boundary line of County Rte No. 34 (Edic Road) being located N 30 degrees 54 minutes 51 seconds E, 380.35 feet from a found rebar with cap (stamped “CHA”) on the east boundary line of County Road No. 34 (Edic Road) and the northwest corner of the lands of Economic Development Growth Enterprises Corporation (Instr. # 2007-0022099) also being the southwest corner of lands acquired by The People of the State of New York (Property 19 Map 15 - Parcel 2, L. 1941 P. 391) (which point is designated on the aforementioned map as “P.O.B. Parcel E”); thence along the east highway boundary of Edic Road for the following six courses and distances: 1) N 30 degrees 54 minutes 51 seconds E, 85.39 feet to a point; 2) N 31 degrees 01 minutes 33 seconds E, 404.35 feet to a point; 3) N 28 degrees 13 minutes 16 seconds E, 867.69 feet to a point; 4) N 29 degrees 27 minutes 34 seconds

E, 595.01 feet to a point; 5) N 29 degrees 06 minutes 14 seconds E, 335.84 feet to a point; 6) N 29 degrees 06 minutes 14 seconds E, 100 feet to a point; thence through the lands of The People of the State of New York for the following three courses and distances: 1) S 60 degrees 40 minutes 28 seconds E, 716.57 feet to a point; 2) S 29 degrees 19 minutes 32 seconds W, 2353.16 feet to a point, 3) N 63 degrees 27 minutes 40 seconds W, 714.75 feet to the Point of Beginning, containing 38.69 acres of land.

LESS AND EXCEPTING THEREFROM all that tract or parcel of land more particularly bounded and described as follows: commencing on the east boundary line of County Rte No. 34 (Edic Road) at the point designated on the aforementioned map as "P.O.B. Parcel E"; thence S 63 degrees 27 minutes 40 seconds E, 366.52 feet to a point being the Point of Beginning of the herein described parcel; thence through the lands of The People of the State of New York for the following five courses and distances: 1) N 16 degrees 53 minutes 45 seconds E, 142.24 feet to a point; 2) on a curve to the right with a radius of 2157.00 feet, an arc length of 491.80 feet, having a chord of N 23 degrees 25 minutes 40 seconds E, 490.74 feet to a point; 3) N 29 degrees 57 minutes 34 seconds E, 538.97 feet to a point; 4) on a curve to the left with a radius of 250.00 feet, an arc length of 349.91 feet, having a chord of N 10 degrees 08 minutes 14 seconds W, 322.04 feet to a point; 5) N 50 degrees 14 minutes 02 seconds W, 89.97 feet to a point on the east highway boundary of Edic Road, thence along the east highway boundary of Edic Road for the following three courses and distances: 1) N 29 degrees 27 minutes 34 seconds E, 503.34 feet to a point; 2) N 29 degrees 06 minutes 14 seconds E, 335.84 feet to a point; 3) N 29 degrees 06 minutes 14 seconds E, 60.96 feet to a point; thence through the lands of The People of the State of New York for the following eight courses and distances: 1) S 60 degrees 50 minutes 05 seconds E, 24.07 feet to a point; 2) S 23 degrees 54 minutes 28 seconds W, 248.05 feet to a point; 3) S 11 degrees 24 minutes 31 seconds W, 177.21 feet to a point 4) S 21 degrees 52 minutes 31 seconds W, 216.97 feet to a point; 5) S 23 degrees 35 minutes 34 seconds E, 395.32 feet to a point; 6) S 02 degrees 09 minutes 52 seconds W, 246.00 feet to a point; 7) S 25 degrees 13 minutes 41 seconds W, 1232.84 feet to a point; 8) N 63 degrees 27 minutes 40 seconds W, 277.63 feet to the Point of Beginning, containing 12.76 acres of land.

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**SCHEDULE 2**

**LEGAL DESCRIPTION OF EDGE LAND**

**SCHEDULE 2**

**LEGAL DESCRIPTION OF EDGE LAND**

The EDGE Land consists of the following tracts or parcels of land situate in the Town of Marcy, County of Oneida and State of New York:

**LOIN FAMILY IRREVOCABLE TRUST PROPERTY (EAST AND WEST)  
18.38 ACRES**

ALL THAT TRACT OR PARCEL OF LAND being part of Lots 4 and 5 of Cosby's Manor, Town of Marcy, County of Oneida, State of New York, shown on a map entitled "Survey Map Lands of Loin Family Irrevocable Trust, Town of Marcy, Oneida County, New York", prepared by LaFave White & McGivern L.S. P.C., dated December 4, 2012, and filed in the Oneida County Clerk's Office on January 22, 2013 as Instrument No. M2013-000016, which transfer or parcel, of land is more particularly bounded and described as follows:

Beginning at a point in the centerline of the existing pavement of Edic Road (County Route No. 34) on the north boundary line of the lands now or formerly of The People of the State of New York (Prop. 24 Map 11; L.1924 P.616) and the south and west boundary lines of the lands of Michael F. Loin and Melissa Anne Campbell, as Trustees of the Loin Irrevocable Family Trust (Instr. No. 2007-004907); thence the following three (3) courses and distances: 1) N 60 degrees 22 minutes 46 seconds W, passing through a set 5/8" rebar and cap at 38.99 feet, continuing 1060.67 feet, for a total distance of 1099.66 feet to a set 5/8" rebar and cap; 2) N 63 degrees 32 minutes 21 seconds W, 427.30 feet to a set 5/8" rebar and cap; 3) N 29 degrees 39 minutes 09 seconds E, 342.60 feet to a set 5/8" rebar and cap at the southeast corner of the lands now or formerly of Ludwik J. Kubinski and Mary Kubinski (L.1607 P.507); thence along the east boundary line of Kubinski N 29 degrees 39 minutes 09 seconds E, 182.30 feet to a set 5/8" rebar and cap on the southeast boundary line of the lands now of Niagara Mohawk Power Corporation d/b/a National Grid, formerly of Adirondack Power and Light Corporation (L.855 P.127); thence along said boundary N 62 degrees 04 minutes 09 seconds E, 85.61 feet to a set 5/8" rebar and cap, thence continuing N 62 degrees 04 minutes 09 seconds E, 30.83 feet to a point in the existing centerline of Hazard Road; thence along said centerline S 64 degrees 36 minutes 37 seconds E, 325.96 feet to a point at the northwest corner of the lands now or formerly

of Richard F. Wishart (Instr. No. 2007-012254); thence along the west boundary line of the lands of Wishart S 28 degrees 58 minutes 15 seconds W, 24.70 feet to a set 5/8" rebar and cap; continuing 125.24 feet, for a total distance of 149.94 feet to a found 3/4" iron pipe at the northwest corner of the lands now or formerly of Murad J. Mimassi (L.2021 P.895); thence along said west boundary line of the lands of Mimassi S 31 degrees 17 minutes 03 seconds W, 127.51 feet to a found 3/4" iron pipe at the northwest corner of the lands now or formerly of The People of the State of New York (Prop. 38 Map 10; L. 1918 P. 503); thence along the lands of The People of the State of New York the following three (3) courses and distances: 1) S 31 degrees 48 minutes 32 seconds W, 81.83 feet to a set 5/8" rebar and cap; 2) S 60 degrees 20 minutes 35 seconds E, 628.00 feet to a set 5/8" rebar and cap; 3) N 29 degrees 34 minutes 22 seconds E, 128.82 feet to a found concrete monument at the southeast corner of the lands of Mimassi; thence along the east boundary line of the lands of Mimassi N 29 degrees 34 minutes 22 seconds E, 79.18 feet to a found concrete monument on the south boundary line of the lands now or formerly Mary Ann Zabko (L.2641 P.415); thence along said boundary line S 60 degrees 02 minutes 01 seconds E, 145.47 feet to a found 1" iron pipe at the southwest corner of the lands of Matthew Mazur and Kathleen Mazur (L.2140 P.1061); thence along the south boundary line of the lands of Mazur S 60 degrees 14 minutes 29 seconds E, 303.05 feet to a found broken concrete highway monument on the west side of the Hazard Road and Edic Road intersection; thence along the boundary line of said intersection the following seven (7) courses and distances: 1) S 13 degrees 01 minutes 13 seconds W, 134.23 feet to a point; 2) S 60 degrees 01 minutes 27 seconds E, 25.0 feet; 3) S 29 degrees 58 minutes 33 seconds W, 42.17 feet to a point; 4) S 60 degrees 08 minutes 08 seconds E, 27.21 feet to a point; 5) N 28 degrees 22 minutes 50 seconds E, 66.94 feet to a point; 6) N 47 degrees 03 minutes 15 seconds E, 154.38 feet to a found broken concrete highway monument; 7) N 20 degrees 10 minutes 43 seconds E, 100.24 feet to a set 5/8" rebar and cap on the south boundary line of the lands now or formerly of The People of the State of New York ( Prop. 6 Map 23; L.1925 P.273); thence along said boundary line the following five (5) courses and distances: 1) S 76 degrees 52 minutes 08 seconds E, 34.40 feet to a set 5/8" rebar and cap; 2) S 20 degrees 18 minutes 08 seconds E, 142.70 feet to a set 5/8" rebar and cap; 3) S 52 degrees 46 minutes 08 seconds E, 170.60 feet to a found 1/2" iron pipe; 4) S 23 degrees 20 minutes 52 seconds W, 237.70 feet to a set 5/8" rebar and cap; 5) S 36 degrees 34 minutes 52 seconds W, passing through a found 1/2" iron pipe at 178.94 feet, continuing 3.12 feet, for a total distance of

182.06 feet to a set 5/8" rebar and cap on the north boundary line of the lands new or formerly of The People of the State of New York (Prop 26 Map 22; L. 1918 P. 904); thence along said boundary line N 60 degrees 21 minutes 27 seconds W, passing through a set 5/8" rebar and cap at 338.43 feet, continuing 27.03 feet, for a total distance of 366.06 feet to a point in the centerline of the existing pavement of Edic Road (County Route No. 34); thence along said centerline S 29 degrees 57 minutes 06 seconds W, 90.95 feet to the Point of Beginning, containing 18.38 acres of land.

SUBJECT TO the rights of others to use the lands within the right-of-way of Edic Road (County Route No. 34) for highway purposes.

**KUBINSKI PROPERTY**  
**0.25 ACRES**

ALL THAT TRACT OR PARCEL OF LAND being part of Lot 3 Cosby's Manor, Town of Marcy, County of Oneida, and State of New York, shown on a map entitled "Boundary Line Adjustment Lands of Theodore C. Kubinski, Town of Marcy, Oneida County, New York", made by Lafave, White & McGivern, L.S., P.C., dated September 20, 2013, and filed in the Oneida County Clerk's Office on October 8, 2013 as Instrument No. M2013-000185, which tract or parcel of land is more particularly bounded and described as follows:

Beginning at a set 5/8" rebar and cap on the southeast boundary line of lands of Niagara Mohawk Power Corporation, formerly of Adirondack Power and Light Corporation (L.855 P.127), and the northwest corner of the lands of The People of the State of New York (Parcel No. 2 of L.1923 P.376); and being on the south boundary line of the lands of Theodore C. Kubinski (L.2453 P.1); thence along the southeast boundary line of the lands of Niagara Mohawk Power Corporation, formerly of Adirondack Power and Light Corporation, N 62 degrees 04 minutes 11 seconds E, 226.16 feet to a set 5/8" rebar and cap on the west boundary line of the lands of Economic Development Growth Enterprises Corporation (Instr. No. 2013-001101); thence along said boundary line S 29 degrees 39 minutes 09 seconds W, 182.30 feet to a set 5/8" rebar and cap on the boundary line between the lands of Kubinski to the north and the lands of The People of the State of New York to the south; thence along said boundary line N 64 degrees 36 minutes 43 seconds W, 120.97 feet the Point of Beginning, containing 0.25 acres of land.

**FARMER PROPERTY- PARCEL 1**  
**40.45 ACRES**

ALL THAT TRACT OR PARCEL OF LAND being in Lot 2 of Cosby Manor and shown as "Farmer- Parcel 1, 40.45 Acres" on a map entitled "Survey Map Lands of Margaret L. Farmer & Debra E. Boatman, as Co-Trustees of the Farmer Family Irrevocable Trust, Dated 9/11/2007, and Margaret L. Farmer, Individually to be acquired by Economic Development Growth Enterprises Corporation, Town of Marcy, Oneida County, New York", prepared by LaFave White & McGivern L.S. P.C., dated June 3, 2011, last revised October 18, 2011, and filed in the Oneida County Clerk's Office on January 4, 2012 as Instrument No. M2012-000002, which tract or parcel of land is more particularly bounded and described as follows:

Beginning at a point in the centerline of Hazard Road at the northwest corner of the lands of Chad Bogan and Karen Bogan (Instr. No. 2003-008916); thence along the west boundary line of the lands of Bogan S 30 degrees 07 minutes 30 seconds W, 272.90 feet to a set 5/8" rebar and cap at the northwest corner of the lands formerly of Kubinski, now the lands of The People of the State of New York (L.1923 P.376); thence along the west boundary line of the lands of The People of the State of New York S 30 degrees 07 minutes 30 seconds W, 646.93 feet to a set 5/8" rebar and cap on the north boundary line of the lands now or formerly of the Adirondack Power and Light Corporation; thence along said boundary line the following three (3) courses and distances: 1) S 62 degrees 04 minutes 09 seconds W, 1052.33 feet to a point; 2) S 62 degrees 04 minutes 09 seconds W, 77.18 feet to a point; 3) S 84 degrees 44 minutes 33 seconds W, 588.75 feet to a 5/8" rebar and cap on the east boundary line of the lands formerly of Gumenski, now the lands of The People of State of New York (L.1924 P.612); thence along said boundary line N 30 degrees 22 minutes 56 seconds E, 1857.71 feet to a set 5/8" rebar and cap at the southwest corner of the lands of Christiana B. Foster (L.2651 P.44); thence along the east boundary line of the lands of Foster N 30 degrees 22 minutes 56 seconds E, 284.21 feet to a point in the centerline of Hazard Road; thence along said centerline the following three (3) courses and distances: 1) S 63 degrees 12 minutes 35 seconds E, 373.58 feet to a point; 2) S 63 degrees 09 minutes 26 seconds E, 299.67 feet to a point; 3) S 65 degrees 24 minutes 58 seconds E, 397.76 feet to the Point of Beginning, containing 40.45 acres of land.

**SUBJECT TO** the rights of others to use the lands within the right-of-way of Hazard Road for highway purposes.

**FARMER PROPERTY- PARCEL 2**  
**15.19 ACRES**

ALL THAT TRACT OR PARCEL OF LAND being in Lot 2 of Cosby Manor and shown as "Farmer- Parcel 2, 15.19 Acres" on a map entitled "Survey Map Lands of Margaret L. Farmer & Debra E. Boatman, as Co-Trustees of the Farmer Family Irrevocable Trust, Dated 9/11/2007, and Margaret L. Farmer, Individually to be acquired by Economic Development Growth Enterprises Corporation, Town of Marcy, Oneida County, New York", prepared by LaFave White & McGivern L.S. P.C., dated June 3, 2011, last revised October 18, 2011, and filed in the Oneida County Clerk's Office on January 4, 2012 as Instrument No. M2012-000002, which tract or parcel of land is more particularly bounded and described as follows:

Beginning at a set 5/8" rebar and cap on the west boundary line of the lands formerly of Hanlon, now the lands of The People of the State of New York (L.1914 P.981), said 5/8" rebar and cap being located the following two (2) courses and distances from a point in the centerline of Hazard Road at the northwest corner of the lands of Chad Bogan and Karen Bogan (Instr. No. 2003-008916): 1) S 30 degrees 07 minutes 30 seconds W, 919.83 feet; 2) S 30 degrees 07 minutes 32 seconds W, 189.01 feet; thence along the west boundary line of the lands of The People of the State of New York S 30 degrees 04 minutes 25 seconds W, 865.52 feet to a set 5/8" rebar and cap at the northwest corner of the lands formerly of Edic, now the lands of The People of the State of New York (L.1939 P.568); thence along the west and north boundary line of the lands of The People of the State of New York the following two (2) courses and distances: 1) S 30 degrees 23 minutes 02 seconds W, 484.27 feet to a set 5/8" rebar and cap; 2) N 60 degrees 06 minutes 33 seconds W, 567.15 feet to a set 5/8" rebar and cap at the northeast corner of the lands formerly of Insalaco, now the lands of The People of the State of New York (L.1922 P.105); thence along the lands of the People of the State of New York the following two (2) courses and distances: 1) N 59 degrees 36 minutes 34 seconds W, 503.58 feet to a set 5/8" rebar and cap; 2) N 27 degrees 21 minutes 44 seconds E, 116.78 feet to a set 5/8" rebar and cap on the south boundary line of the lands now or formerly of Adirondack Power and Light Corporation; thence along said boundary line the following three (3) courses and distances: 1) N 84 degrees 44 minutes 32 seconds E, 635.42 feet to a point; 2) N 84 degrees 44 minutes 33 seconds E, 44.57 feet to a point; 3) N 62 degrees 04 minutes 09 seconds E, 989.19 feet to the Point of Beginning, containing 15.19 acres of land.

**DISCONTINUED PORTION OF EDIC ROAD- POST EDIC ROAD  
BYPASS CORRIDOR DEDICATION  
2.23 ACRES**

ALL THAT TRACT OR PARCEL OF LAND being part in Lots 4 and Lot 5 of Cosby's Manor, Town of Marcy, County of Oneida, State of New York, and shown as "Discontinued Portion of Edic Road" on a map entitled, "ALTA/ACSM Land Title Survey, Edic Road Bypass Corridor, Lands of The People of the State of New York & Economic Development Growth Enterprises Corporation, Town of Marcy, Oneida County, State of New York", prepared by Lafave White & McGivern, L.S., P.C., dated April 30, 2010 and filed in the Oneida County Clerk's Office on May 10, 2010, as Instrument No. M2010-000070, which tract or parcel of land is more particularly bounded and described as follows:

Beginning at a point on the northwest boundary line of Edic Road, being located N 30 degrees 49 minutes 36 seconds E, 373.13 feet from a concrete monument at the most southerly corner of the lands acquired by The People of the State of New York acting by and through The State University of New York from William J. Grace and Anna G. Meyer (Property 19 Map 15 - Parcel 1, L.1941 P.391); thence along the northwest boundary line of Edic Road also being the southeast boundary of several parcels acquired by The People of the State of New York for the following five courses and distances: 1) N 30 degrees 49 minutes 36 seconds E, 97.03 feet to a point; 2) N 31 degrees 01 minutes 20 seconds E, 404.16 feet to a point; 3) N 28 degrees 13 minutes 14 seconds E, 866.69 feet to a point; 4) N 29 degrees 27 minutes 35 seconds E, 595.61 feet to a point; 5) N 29 degrees 02 minutes 27 seconds E, 335.43 feet to a point; thence across the existing Edic Road S 60 degrees 50 minutes 05 seconds E, 66.39 feet to a point on the southeast highway boundary of Edic Road, also being the northwest boundary of several parcels acquired by The People of the State of New York; thence along said highway boundary line for the following five courses and distances: 1) S 29 degrees 06 minutes 14 seconds W, 335.84 feet to a point; 2) S 29 degrees 27 minutes 34 seconds W, 595.01 feet to a point; 3) S 28 degrees 13 minutes 16 seconds W, 867.69 feet to a point; 4) S 31 degrees 01 minutes 33 seconds W, 404.35 feet to a point; 5) S 30 degrees 54 minutes 51 seconds W, 97.93 feet to a point; thence across the existing Edic Road N 59 degrees 10 minutes 24 seconds W, 65.87 feet to the Point of Beginning, containing 3.49 acres of land.

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LESS AND EXCEPTING THEREFROM all that tract or parcel of land more particularly bounded and described as follows:

Beginning at a point on the northwest boundary line of Edic Road, at its intersection with the south boundary line of the Edic Road Bypass Corridor, being located the following four courses and distances from a concrete monument at the most southeast corner of the lands acquired by The People of the State of New York, acting by and through the Trustees of The State University of New York from William J. Grace and Anna G. Meyer (Property 19 Map 15 - Parcel 1, L. 1941 P. 391): 1) N 30 degrees 49 minutes 36 seconds E, 470.15 feet to a point; 2) N 31 degrees 01 minutes 20 seconds E, 404.16 feet to a point; 3) N 28 degrees 13 minutes 14 seconds E, 866.69 feet to a point; 4) N 29 degrees 27 minutes 35 seconds E, 104.20 feet to a point; thence along the existing northwest highway boundary line of Edic Road N 29 degrees 27 minutes 35 seconds E, 491.41 feet to a point; N 29 degrees 02 minutes 27 seconds E, 335.43 feet to a point; thence across Edic Road S 60 degrees 50 minutes 05 seconds E, 66.39 feet to a point; thence along the southeast highway boundary line of Edic Road S 29 degrees 06 minutes 14 seconds W, 335.84 feet to a point; S 29 degrees 27 minutes 34 seconds W, 503.34 feet to a point; thence across Edic Road N 50 degrees 14 minutes 02 seconds W, 67.12 feet to The Point of Beginning, containing 1.26 acres of land.

**INSTITUTE OF TECHNOLOGY FOUNDATION AT UTICA/ROME, INC. PROPERTY  
37.58 ACRES**

ALL THOSE TRACTS OR PARCELS OF LAND being in Lot 3 and Lot 4 of Cosby Manor and designated as "Parcel A" and "Parcel B" on a map entitled "Survey Map Lands of Institute of Technology Foundation at Utica/Rome, Inc. to be Conveyed to Economic Development Growth Enterprises Corporation, Town of Marcy, Oneida County, State of New York", prepared Lafave White & McGivern, L.S., P.C., dated September 19, 2013, and filed on the Oneida County Clerk's Office on October 22, 2013 as Instrument No. 2013-000200, which tracts or parcels of land are more particularly bounded and described as follows:

### **Parcel A**

Beginning at a found 5/8" rebar and cap stamped "Edwards" at the southwest corner of the lands of Joseph Edic, Francis Edic and Peter Edic (Instr. No. 2006-013171) and the southeast corner of the lands of Institute of Technology Foundation at Utica/Rome, Inc. (L.2699 P.49), said point being on the north boundary line of the Mohawk, Adirondack & Northern Railroad Corporation (formerly of Penn Central Railroad); thence along said railroad boundary line the following three (3) courses and distances: 1) N 23 degrees 00 minutes 14 seconds W, 5.09 feet to a found 5/8" rebar and cap stamped "Edwards"; 2) along a curve to the left with a radius of 5769.64 feet, an arc length of 1602.48 feet, and a chord of N 30 degrees 59 minutes 09 seconds W, 1597.33 feet to a found 5/8" rebar and cap stamped "Edwards" being located N 29 degrees 40 minutes 45 seconds E, 42.99 feet from railroad centerline station Sta 13+701; 3) N 29 degrees 40 minutes 45 seconds E, 274.95 feet to a found 5/8" rebar and cap stamped "Edwards" being located at a point on the southeast boundary line of the lands of Edic (Instr. No. 2006-013171); thence along said boundary line the following four (4) courses and distances: 1) S 51 degrees 47 minutes 12 seconds E, 301.37 feet to a found 5/8" rebar and cap stamped "Edwards"; 2) N 29 degrees 19 minutes 33 seconds E, 735.32 feet to a found 5/8" rebar and cap stamped "Edwards", said rebar and cap being located S 29 degrees 12 minutes 29 seconds W, 49.97 feet from a set 5/8" rebar and cap on the southwest boundary line of the lands of The People of the State of New York; 3) S 59 degrees 51 minutes 59 seconds E, 1111.56 feet to a 5/8" rebar and cap stamped "Edwards"; 4) S 29 degrees 57 minutes 27 seconds W, 1742.38 feet to the Point of Beginning, containing 37.40 acres of land.

### **Parcel B**

Beginning at a set 5/8" rebar and cap on the northeast boundary line of Maynard Drive at the its intersection with the southeast boundary line of the lands of Jennifer Faulkner (Instr. No. 2007-018041); thence along said boundary line N 30 degrees 18 minutes 47 seconds E, 368.44 feet to a set 5/8" rebar and cap on the southwest boundary line of the lands Mohawk, Adirondack & Northern Railroad Corporation (formerly of Penn Central Railroad), said rebar being located S 23 degrees 33 minutes 07 seconds E, 336.27 feet from the most southwest corner of Parcel A described above; thence along said boundary line on a radius to the right of 5689.64 feet, and arc

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length of 21.74 feet, and a chord of S 35 degrees 34 minutes 00 seconds E, 21.74 feet to a found ½" iron pipe at the northwest corner of the lands of Michael P. Decarlis (Instr. No. 2004-020377); thence along the northwest boundary line of the lands of Decarlis S 30 degrees 20 minutes 37 seconds W, passing through a set 5/8" rebar and cap at 365.55 feet on the northeast boundary line of Maynard Drive, and continuing 25.87 feet, for a total distance of 391.42 feet to a point in the centerline of Maynard Drive; thence along said centerline N 42 degrees 43 minutes 45 seconds W, 20.52 feet to a point; thence N 30 degrees 18 minutes 47 seconds E, 25.88 feet to the Point of Beginning, containing 0.18 acres of land.

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**EXHIBIT A**

**LEGAL DESCRIPTION OF LAND**

**EXHIBIT A**

**LEGAL DESCRIPTION OF LAND**

The Land consists of the following tracts or parcels of land situate in the Town of Marcy, County of Oneida and State of New York:

**MARCY SITE PARCEL A –  
POST EDIC ROAD BYPASS CORRIDOR DEDICATION  
249.18 ACRES**

ALL THAT TRACT OR PARCEL OF LAND being part of Lots 1, 2, 3 & 4 of Cosby's Manor, Town of Marcy, County of Oneida, State of New York, and shown as "Parcel A" on a map entitled, "ALTA/ACSM Land Title Survey, Marcy Site, Lands of the People of The State of New York, Town of Marcy, Oneida County, State of New York", prepared by Lafave White & McGivern, L.S., P.C., dated April 30, 2010, and filed in the Oneida County Clerk's Office on May 10, 2010, as Instrument No. M2010-000071, which tract or parcel of land is more particularly bounded and described as follows:

Beginning at a concrete monument situate on the westerly boundary line of County Rte. No. 34 (Edic Road) at its intersection with the division line between the lands of The People of the State of New York (L. 1941 P. 391 – Parcel 1) to the north and the lands of John A. Prumo and Maureen A. Prumo (L. 2483 P. 229) to the south (which concrete monument is designated on the aforesaid map as "P.O.B. Parcel A"), thence N 59 Degrees 47 Minutes 41 Seconds W, 1107.89 feet along the division line between the aforesaid lands of Prumo and the lands of Joseph Edic, Francis Edic and Peter Edic (Instr # 2006-013171) to the south and the aforesaid lands of The People of the State of New York to the north to a set 5/8" rebar with cap, thence N 60 Degrees 01 Minutes 00 Seconds W, 553.46 feet along the division line between the aforesaid lands of Edic to the south and the lands of The People of the State of New York (L. 1926 P. 680) to the north to a set 5/8" rebar with cap, thence N 64 Degrees 19 Minutes 05 Seconds W, 2462.86 feet along the division line between the aforesaid lands of Edic, and the lands of Robert G. Comenale and Rose Mary Comenale (Instr # 2002-011183) to the south and the lands of The People of the State of New York (L. 1939 P. 568, L. 1922 P. 105 – Parcel 2 and L. 1922 P. 99 – Parcel 3) to the north to a concrete monument at the intersection of the lands of Comenale to the south, the lands of The People of the State of New York (L. 1922 P.99 – Parcel 3) to the

northeast and the lands of Stephen M. Buda (L. 2885 P. 435) to the northwest, thence N 30 Degrees 19 Minutes 57 Seconds E, 400.25 feet along the division line between the lands of The People of the State of New York (L. 1922 P. 99 – Parcel 3) to the east and the aforesaid lands of Buda, and the lands of Adele Ann (Warzala) Gaglianese and Kathleen Marie (Warzala) Zakrezwski (Instr # 2004-025216), John H. Service (L. 1905 P. 49) and Linda S. Haley (L. 2916 P. 494) to the west to a concrete monument, thence N 30 Degrees 19 Minutes 38 Seconds E, 400.04 feet along the division line between the lands of The People of the State of New York (L. 1922 P. 99 – Parcel 3) to the east and the lands of Burlin Living Trust (L. 2887 P. 593), Daniel R. Lafferty and Deana L. Lafferty (L. 2394 P. 167), Clarence E. Blair and Helen Joan Blair (L. 1842 P. 559) and Robert D. Hughes and Ann M. Hughes Trust (L. 3030 P. 45) to the west to a concrete monument, thence N 30 Degrees 15 Minutes 55 Seconds E, 319.91 feet along the division line between the lands of The People of the State of New York (L. 1922 P. 99 – Parcel 3) to the east and the lands of Kazimiera E. Piejko, Alexander Piejko and Mary Beth Piejko (L. 2660 P. 183), Michael C. Sullivan and Loretta M. Sullivan (L. 2765 P. 558), and Stanley S. Sobolewski and Phyllis F. Sobolewski (L. 1859 P. 55) to the west to a concrete monument, thence N 59 Degrees 51 Minutes 46 Seconds W, 200.24 feet along the division line between the lands of The People of the State of New York (L. 1922 P. 99 – Parcel 3) to the north and the aforesaid lands of Sobolewski to the south to a concrete monument on the east boundary line of Morris Road, thence N 30 Degrees 00 Minutes 59 Seconds E, 63.14 feet along said road boundary line to a set 5/8" rebar with cap on the southerly boundary line of the lands now or formerly owned by National Grid, thence N 84 Degrees 44 Minutes 33 Seconds E, 1262.38 feet continuing along the boundary line between the lands of The People of the State of New York (L. 1922 P. 99 – Parcel 3 and L. 1922 P. 105 – Parcel 2) to the south and the lands of National Grid to the north to a set 5/8" rebar with cap on the division line between Cosby Manor Lot 1 to the west and Lot 2 to the east, which division line is also the division line between the lands of The Farmer Living Trust (Instr # 2004-009065) to the east, north and west and the lands of The People of the State of New York (L. 1922 P. 105 – Parcel 2, L. 1939 P. 568 and L. 1914 P. 981) to the west, south and east thence along said division line between the lands of The People of the State of New York and the lands of The Farmer Living Trust for the following five courses and distances: 1) S 27 Degrees 21 Minutes 44 Seconds W, 116.78 feet to a set 5/8" rebar with cap; 2) S 59 Degrees 36 Minutes 34 Seconds E, 503.58 feet to a set 5/8" rebar with cap; 3) S 60

Degrees 06 Minutes 33 Seconds E, 567.15 feet to a set 5/8" rebar with cap on the division line between Cosby Manor Lot 2 to the west and Lot 3 to the east; 4) N 30 Degrees 23 Minutes 02 Seconds E, 484.27 feet to a set 5/8" rebar with cap; 5) N 30 Degrees 04 Minutes 25 Seconds E, 865.52 feet to a set 5/8" rebar with cap on the southeast boundary line of the lands of National Grid, thence N 62 Degrees 04 Minutes 11 Seconds E, 1038.79 feet along the division line between the lands of The People of the State of New York (L. 1923 P. 376 – Parcel 2) to the southeast and the lands of National Grid to the northwest to a set 5/8" rebar with cap on the division line of the lands of now or formerly Ludwik J. Kubinski and Mary Kubinski (L. 1607 P. 507) to the north and the lands of The People of the State of New York (L. 1923 P. 376 – Parcel 2) to the south, thence S 64 Degrees 36 Minutes 43 Seconds E, 120.97 feet along the division line between the aforesaid lands of Kubinski (L. 1607 P. 507) to the north and the lands of The People of the State of New York (L. 1923 P. 376 – Parcel 2) to the south to a set 5/8" rebar with cap on the division line of the lands of the Loin Family Irrevocable Trust (Instr # 2007-004907) to the east and north and the lands of The People of the State of New York (L. 923 P. 376 – Parcel 2) to the west and south; thence along the lands of the Loin Family Irrevocable Trust to the east and north and the lands of The People of the State of New York (L. 1923 P. 376 – Parcel 2, L. 1914 P. 981 and L. 1924 P. 616) to the west and south for the following three courses and distances: 1) S 29 Degrees 39 Minutes 09 Seconds W, 342.60 feet to a set 5/8" rebar with cap; 2) S 63 Degrees 32 Minutes 21 Seconds E, 427.30 feet to a set 5/8" rebar with cap at the division line of Cosby Manor Lot 3 to the west and Lot 4 to the east; 3) S 60 Degrees 22 Minutes 46 Seconds E, 1060.67 feet to a set 5/8" rebar with cap on the west boundary line of County Rte. No. 34 (Edic Road), thence S 29 Degrees 02 Minutes 27 Seconds W 1206.59 feet along said road boundary line to a point, thence S 29 Degrees 27 Minutes 35 Seconds W, 595.61 feet along said road boundary line to a point, thence S 28 Degrees 13 Minutes 14 Seconds W, 866.69 feet to a point, thence S 31 Degrees 01 Minutes 20 Seconds W 404.16 feet along said road boundary line to a point, thence S 30 Degrees 49 Minutes 36 Seconds W, 470.15 feet along said road boundary line to the Point of Beginning, containing 249.85 acres of land.

LESS AND EXCEPTING THEREFROM all that tract or parcel of land shown as the "Edic Road Bypass Corridor in Parcel A" on a map entitled "ALTA/ACSM Land Title Survey, Edic Road Bypass Corridor, Lands of the People of the State of New York & Economic Development Growth Enterprises Corporation, Town of Marcy, Oneida County, State of New

York” prepared by LaFave, White & McGivern, L.S., P.C., dated April 30, 2010, and filed in the Oneida County Clerk’s Office on May 10, 2010, as Instrument No. M2010-000070, which tract or parcel of land is more particularly bounded and described as follows:

Beginning at a point on the westerly boundary line of County Rte. No. 34 (Edic Road), at its intersection with the south boundary line of the Edic Road Bypass Corridor, being located the following four courses and distances from a concrete monument situate on the westerly boundary line of County Rte. No. 34 (Edic Road) at its intersection with the division line between the aforesaid lands of The People of the State of New York (L. 1941 P. 391 – Parcel 1) to the north and the aforesaid lands of Prumo (L. 2483 P. 229) to the south: 1) N 30 degrees 49 minutes 36 seconds E, 470.15 feet to a point; 2) N 31 degrees 01 minutes 20 seconds E, 404.16 feet to a point; 3) N 28 degrees 13 minutes 14 seconds E, 866.69 feet to a point; 4) N 29 degrees 27 minutes 35 seconds E, 104.20 feet to a point; thence through the lands of State of New York for the following seven courses and distances: 1) N 50 degrees 14 minutes 02 seconds W, 97.43 feet to a point; 2) N 29 degrees 57 minutes 34 seconds E, 165.51 feet to a point; 3) N 87 degrees 46 minutes 07 seconds E, 90.17 feet to a point; 5) N 29 degrees 31 minutes 54 seconds E, 516.53 feet to a point; 6) N 29 degrees 09 minutes 55 seconds E, 79.93 feet to a point; 7) S 60 degrees 50 minutes 05 seconds E, 15.00 feet to a point on the west boundary of Edic Road; thence along said west boundary line of Edic Road for the following two courses and distances: 1) S 29 degrees 02 minutes 27 seconds W, 335.43 feet to a point; 2) S 29 degrees 27 minutes 35 seconds W, 491.41 feet to the Point of Beginning, containing 0.67 acres of land.

**MARCY SITE PARCEL B  
44.22 ACRES**

ALL THAT TRACT OR PARCEL OF LAND being part of Lot 1 of Cosby’s Manor, Town of Marcy, County of Oneida, State of New York, and shown as “Parcel B” on a map entitled, “ALTA/ACSM Land Title Survey, Marcy Site, Lands of The People of the State of New York, Town of Marcy, Oneida County, State of New York”, prepared by Lafave White & McGivern, L.S., P.C., dated April 30, 2010, and filed in the Oneida County Clerk’s Office on May 10, 2010, as Instrument No. M2010-000071, which tract or parcel of land is more particularly bounded and described as follows:

Beginning at a concrete monument situate on the easterly boundary line of Morris Road at its intersection with the division line between the lands of The People of the State of New

York (L. 1924 P. 612) to the south, and the southwest corner of the lands of Harold L. Anderson, Jr. and Ruth M. Anderson (Instr. # 2005-022426) (which concrete monument is designated on the aforesaid map as "P.O.B. Parcel B"), thence S 62 Degrees 13 Minutes 18 Seconds E, 174.72 feet, along said division line to a concrete monument, thence N 30 Degrees 39 Minutes 30 Seconds E, 791.52 feet along the division line between the aforesaid lands of The People of the State of New York to the east and the aforesaid lands of Anderson, and the lands of Frank Andrello and Kathleen A. Cook (Instr# 2002-020330), Mark Gadek and Renata Gadek (L. 2868 P. 671), John R. Delahunt and Rebecca A. Delahunt (L. 2800 P.140) Albert F. Petronio Jr. and Barbara Petronio (L. 2083 P. 841), John E. Young and Mariann Young (L. 3012 P. 273), Janice Ransier and Jeffrey Michocki (L. 2811 P. 263) to the west, to a concrete monument at the intersection of the aforesaid lands of Ransier and Michocki and the lands of Randall L. Wehrung and Louann Wehrung (L. 2878 P. 569), Bettie M. Smith (L. 2849 P. 286) and the aforesaid lands of The People of the State of New York, thence S 64 Degrees 41 Minutes 50 Seconds E, 850.62 feet, along the division line between the aforesaid lands of The People of the State of New York to the south and the aforesaid lands of Smith and the lands of Walter H. Jandke and Diana L. Jandke (L. 2098 P.901), James S. Bellinger and Lorine F. Bellinger (L. 2843 P. 649), Stephen W. Gotte and Deanna M. Gotte (L. 2749 P. 40), Richard D. Wynn and Florence I. Wynn (L. 2100 P. 470), Gregory Warchal and Marisa Mancini (Instr # 2006-016257) and Christiana B. Foster (L. 2651 P. 44) to the north to a set 5/8" rebar with cap on the division line between Cosby Manor Lot 1 to the west and Lot 2 to the east, which division line is also the division line between the lands of The Farmer Living Trust (Instr # 2004-009065) to the east and the aforesaid lands of The People of the State of New York to the west, thence along said division line S 30 Degrees 22 Minutes 56 Seconds W, 1857.71 feet to a set 5/8" rebar with cap on the northerly boundary line of the lands now or formerly owned by National Grid, thence along said northerly boundary line S 84 Degrees 44 Minutes 33 Seconds W, 1017.63 feet to set 5/8" rebar with cap on the easterly boundary line of the lands of Robert Kennedy Jr. and Mary A. Kennedy (L. 2527 P. 75), thence N 29 Degrees 49 Minutes 22 Seconds E, 174.69 feet along the easterly boundary lines of the aforesaid lands of Kennedy and the lands of Jeffrey R. Jones, Adolph J. Cieplenski III, Margaret V. Zastawny, Wiley R. Jones II (L. 2861 P. 126) to a concrete monument, thence N 59 Degrees 25 Minutes 19 Seconds W, 199.79 feet along the northerly boundary line of the last mentioned lands to a concrete monument in the easterly boundary line of Morris Road,

thence N 30 Degrees 05 Minutes 50 Seconds E, 58.73 feet to a concrete monument, on the easterly boundary line of Morris Road and southerly boundary line of the lands of The Wallace A. Taylor and Dolores Taylor Trust (L. 2709 P. 399), thence S 59 Degrees 50 Minutes 48 Seconds E, 199.60 feet along the southerly boundary line of the last mentioned lands to a concrete monument, thence N 30 Degrees 20 Minutes 54 Seconds E, 398.71 feet along the easterly boundary lines of the aforesaid lands of The Wallace A. Taylor and Dolores Taylor Trust, and the lands of Judith M. Pawloski and Mark Andrew Giehl (L. 2710 P. 150), Jouana Huston and Christopher Huston (Instr # 2007-019800) to a concrete monument, thence N 59 Degrees 32 Minutes 31 Seconds W, 199.90 feet along the northerly boundary line of the last mentioned lands to a concrete monument in the easterly boundary line of Morris Road, thence N 30 Degrees 34 Minutes 35 Seconds E, 60.06 feet to a concrete monument, on the easterly boundary line of Morris Road and southerly boundary line of the lands of The John Malinowski and Sophie Malinowski 2006 First Trust (Instr # 2006-002377), thence S 59 Degrees 36 Minutes 44 Seconds E 199.70 feet along the southerly boundary line of the last mentioned lands to a concrete monument, thence N 30 Degrees 38 Minutes 17 Seconds E, 229.38 feet along the easterly boundary lines of the aforesaid lands of The John Malinowski and Sophie Malinowski 2006 First Trust and the lands of Hedy Anselman-Nichols and Frances Borruso (Instr # 2006-003309) to a concrete monument, thence N 59 Degrees 28 Minutes 25 Seconds W, 200.85 feet along the northerly boundary line of the last mentioned lands to a concrete monument in the easterly boundary line of Morris Road, thence N 30 Degrees 42 Minutes 10 Seconds E, 652.13 feet along the easterly boundary line of Morris Road to the Point of Beginning, containing 44.22 acres of land.

**MARCY SITE PARCEL C**  
**3.16 ACRES**

ALL THAT TRACT OR PARCEL OF LAND being part of Lot 3 of Cosby's Manor, Town of Marcy, County of Oneida, State of New York, and shown as "Parcel C" on a map entitled, "ALTA/ACSM Land Title Survey, Marcy Site, Lands of The People of the State of New York, Town of Marcy, Oneida County, State of New York", prepared by Lafave White & McGivern, L.S., P.C., dated April 30, 2010, and filed in the Oneida County Clerk's Office on

May 10, 2010, as Instrument No. M2010-000071, which tract or parcel of land is more particularly bounded and described as follows:

Beginning at a set 5/8" rebar with cap situate at the intersection of the division line between the lands of The People of the State of New York (L. 1923 P. 376 – Parcel 1) on the southeast, the lands of Chad Bogan and Karen Bogan (Instr # 2003-008916) on the northeast, and the lands of The Farmer Living Trust (Instr # 2004-009065) on the west (which rebar with cap is designated on the aforementioned map as "P.O.B. Parcel C"), thence S 64 degrees 36 minutes 43 seconds E, 426.80 feet along the division line between the aforesaid lands of Bogan, and the lands now or formerly of Ludwik J. Kubinski and Mary Kubinski (L. 1607 P. 507) to the north and the aforesaid lands of The People of the State of New York to the south to a set 5/8" rebar with a cap, at its intersection with the division line between the aforesaid lands of The People of the State of New York to the northwest and the lands of National Grid (reputed owner) to the southeast; thence S 62 degrees 04 minutes 08 seconds W, 803.92 feet along said division line to a set 5/8" rebar with a cap at its intersection with the easterly boundary of the aforesaid lands of The Farmer Living Trust, thence N 30 degrees 07 minutes 30 seconds E, 646.93 feet along the division line between the aforesaid lands of The Farmer Living Trust to the west and the aforesaid lands of The People of the State of New York to the east to the Point of Beginning, containing 3.16 acres of land.

**MARCY SITE PARCEL D**  
**0.07 ACRES**

ALL THAT TRACT OR PARCEL OF LAND being part of Lot 1 of Cosby's Manor, Town of Marcy, County of Oneida, State of New York, and shown as "Parcel D" on a map entitled, "ALTA/ACSM Land Title Survey, Marcy Site, Lands of The People of the State of New York, Town of Marcy, Oneida County, State of New York", prepared by Lafave White & McGivern, L.S., P.C., dated April 30, 2010, and filed in the Oneida County Clerk's Office on May 10, 2010, as Instrument No. M2010-000071, which tract or parcel of land is more particularly bounded and described as follows:

Beginning at a concrete monument situate on the easterly boundary line of Morris Road at its intersection with the division line between the lands of The People of the State of New York (L. 1922 P. 99 – Parcel 2) to the south and the lands of Robert Kennedy Jr. and Mary A.

Kennedy (L. 2527 P.75) to the north (which concrete monument is designated on the aforesaid map as "P.O.B. Parcel D"), thence S 60 degrees 03 minutes 37 seconds E, 94.59 feet along said division line to a set 5/8" rebar with a cap, at its intersection with the division line between the aforesaid lands of The People of the State of New York to the north and the lands of National Grid (reputed owner) to the south; thence S 84 degrees 30 minutes 19 seconds W, 115.83 feet along said division line to a concrete monument at its intersection with the easterly boundary of Morris Road; thence N 29 degrees 45 minutes 20 seconds E, a distance of 67.16 feet along said road boundary line to the Point of Beginning, containing 0.07 acres of land.

**MARCY SITE PARCEL E -  
POST EDIC ROAD BYPASS CORRIDOR DEDICATION  
25.93 ACRES**

ALL THAT TRACT OR PARCEL OF LAND being part of Lot 5 of Cosby's Manor, Town of Marcy, County of Oneida, State of New York, and shown as "Parcel E", less and except the "Edic Road Bypass Corridor in Parcel E", on a map entitled, "ALTA/ACSM Land Title Survey, Edic Road Bypass Corridor, Lands of the People of the State of New York & Economic Development Growth Enterprises Corporation, Town of Marcy, Oneida County, State of New York", prepared by Lafave White & McGivern, L.S., P.C., dated April 30, 2010, and filed in the Oneida County Clerk's Office on May 10, 2010, as Instrument No. M2010-000070, which tract or parcel of land is more particularly bounded and described as follows:

Beginning at a point on the east boundary line of County Rte No. 34 (Edic Road) being located N 30 degrees 54 minutes 51 seconds E, 380.35 feet from a found rebar with cap (stamped "CHA") on the east boundary line of County Road No. 34 (Edic Road) and the northwest corner of the lands of Economic Development Growth Enterprises Corporation (Instr. # 2007-0022099) also being the southwest corner of lands acquired by The People of the State of New York (Property 19 Map 15 - Parcel 2, L. 1941 P. 391) (which point is designated on the aforementioned map as "P.O.B. Parcel E"); thence along the east highway boundary of Edic Road for the following six courses and distances: 1) N 30 degrees 54 minutes 51 seconds E, 85.39 feet to a point; 2) N 31 degrees 01 minutes 33 seconds E, 404.35 feet to a point; 3) N 28 degrees 13 minutes 16 seconds E, 867.69 feet to a point; 4) N 29 degrees 27 minutes 34 seconds E, 595.01 feet to a point; 5) N 29 degrees 06 minutes 14 seconds E, 335.84 feet to a point; 6) N

29 degrees 06 minutes 14 seconds E, 100 feet to a point; thence through the lands of The People of the State of New York for the following three courses and distances: 1) S 60 degrees 40 minutes 28 seconds E, 716.57 feet to a point; 2) S 29 degrees 19 minutes 32 seconds W, 2353.16 feet to a point, 3) N 63 degrees 27 minutes 40 seconds W, 714.75 feet to the Point of Beginning, containing 38.69 acres of land.

LESS AND EXCEPTING THEREFROM all that tract or parcel of land more particularly bounded and described as follows: commencing on the east boundary line of County Rte No. 34 (Edic Road) at the point designated on the aforementioned map as "P.O.B. Parcel E"; thence S 63 degrees 27 minutes 40 seconds E, 366.52 feet to a point being the Point of Beginning of the herein described parcel; thence through the lands of The People of the State of New York for the following five courses and distances: 1) N 16 degrees 53 minutes 45 seconds E, 142.24 feet to a point; 2) on a curve to the right with a radius of 2157.00 feet, an arc length of 491.80 feet, having a chord of N 23 degrees 25 minutes 40 seconds E, 490.74 feet to a point; 3) N 29 degrees 57 minutes 34 seconds E, 538.97 feet to a point; 4) on a curve to the left with a radius of 250.00 feet, an arc length of 349.91 feet, having a chord of N 10 degrees 08 minutes 14 seconds W, 322.04 feet to a point; 5) N 50 degrees 14 minutes 02 seconds W, 89.97 feet to a point on the east highway boundary of Edic Road, thence along the east highway boundary of Edic Road for the following three courses and distances: 1) N 29 degrees 27 minutes 34 seconds E, 503.34 feet to a point; 2) N 29 degrees 06 minutes 14 seconds E, 335.84 feet to a point; 3) N 29 degrees 06 minutes 14 seconds E, 60.96 feet to a point; thence through the lands of The People of the State of New York for the following eight courses and distances: 1) S 60 degrees 50 minutes 05 seconds E, 24.07 feet to a point; 2) S 23 degrees 54 minutes 28 seconds W, 248.05 feet to a point; 3) S 11 degrees 24 minutes 31 seconds W, 177.21 feet to a point 4) S 21 degrees 52 minutes 31 seconds W, 216.97 feet to a point; 5) S 23 degrees 35 minutes 34 seconds E, 395.32 feet to a point; 6) S 02 degrees 09 minutes 52 seconds W, 246.00 feet to a point; 7) S 25 degrees 13 minutes 41 seconds W, 1232.84 feet to a point; 8) N 63 degrees 27 minutes 40 seconds W, 277.63 feet to the Point of Beginning, containing 12.76 acres of land.

**LOIN FAMILY IRREVOCABLE TRUST PROPERTY (EAST AND WEST)  
18.38 ACRES**

ALL THAT TRACT OR PARCEL OF LAND being part of Lots 4 and 5 of Cosby's Manor, Town of Marcy, County of Oneida, State of New York, shown on a map entitled "Survey Map Lands of Loin Family Irrevocable Trust, Town of Marcy, Oneida County, New York", prepared by LaFave White & McGivern L.S. P.C., dated December 4, 2012, and filed in the Oneida County Clerk's Office on January 22, 2013 as Instrument No. M2013-000016, which tract or parcel of land is more particularly bounded and described as follows:

Beginning at a point in the centerline of the existing pavement of Edic Road (County Route No. 34) on the north boundary line of the lands now or formerly of The People of the State of New York (Prop. 24 Map 11; L.1924 P.616) and the south and west boundary lines of the lands of Michael F. Loin and Melissa Anne Campbell, as Trustees of the Loin Irrevocable Family Trust (Instr. No. 2007-004907); thence the following three (3) courses and distances: 1) N 60 degrees 22 minutes 46 seconds W, passing through a set 5/8" rebar and cap at 38.99 feet, continuing 1060.67 feet, for a total distance of 1099.66 feet to a set 5/8" rebar and cap; 2) N 63 degrees 32 minutes 21 seconds W, 427.30 feet to a set 5/8" rebar and cap; 3) N 29 degrees 39 minutes 09 seconds E, 342.60 feet to a set 5/8" rebar and cap at the southeast corner of the lands now or formerly of Ludwik J. Kubinski and Mary Kubinski (L.1607 P.507); thence along the east boundary line of Kubinski N 29 degrees 39 minutes 09 seconds E, 182.30 feet to a set 5/8" rebar and cap on the southeast boundary line of the lands now of Niagara Mohawk Power Corporation d/b/a National Grid, formerly of Adirondack Power and Light Corporation (L.855 P.127); thence along said boundary N 62 degrees 04 minutes 09 seconds E, 85.61 feet to a set 5/8" rebar and cap, thence continuing N 62 degrees 04 minutes 09 seconds E, 30.83 feet to a point in the existing centerline of Hazard Road; thence along said centerline S 64 degrees 36 minutes 37 seconds E, 325.96 feet to a point at the northwest corner of the lands now or formerly of Richard F. Wishart (Instr. No. 2007-012254); thence along the west boundary line of the lands of Wishart S 28 degrees 58 minutes 15 seconds W, 24.70 feet to a set 5/8" rebar and cap; continuing 125.24 feet, for a total distance of 149.94 feet to a found 3/4" iron pipe at the northwest corner of the lands now or formerly of Murad J. Mimassi (L.2021 P.895); thence along said west boundary line of the lands of Mimassi S 31 degrees 17 minutes 03 seconds W, 127.51 feet to a found 3/4" iron pipe at the northwest corner of the lands now or formerly of The People of the

State of New York (Prop. 38 Map 10; L. 1918 P. 503); thence along the lands of The People of the State of New York the following three (3) courses and distances: 1) S 31 degrees 48 minutes 32 seconds W, 81.83 feet to a set 5/8" rebar and cap; 2) S 60 degrees 20 minutes 35 seconds E, 628.00 feet to a set 5/8" rebar and cap; 3) N 29 degrees 34 minutes 22 seconds E, 128.82 feet to a found concrete monument at the southeast corner of the lands of Mimassi; thence along the east boundary line of the lands of Mimassi N 29 degrees 34 minutes 22 seconds E, 79.18 feet to a found concrete monument on the south boundary line of the lands now or formerly Mary Ann Zabko (L.2641 P.415); thence along said boundary line S 60 degrees 02 minutes 01 seconds E, 145.47 feet to a found 1" iron pipe at the southwest corner of the lands of Matthew Mazur and Kathleen Mazur (L.2140 P.1061); thence along the south boundary line of the lands of Mazur S 60 degrees 14 minutes 29 seconds E, 303.05 feet to a found broken concrete highway monument on the west side of the Hazard Road and Edic Road intersection; thence along the boundary line of said intersection the following seven (7) courses and distances: 1) S 13 degrees 01 minutes 13 seconds W, 134.23 feet to a point; 2) S 60 degrees 01 minutes 27 seconds E, 25.0 feet; 3) S 29 degrees 58 minutes 33 seconds W, 42.17 feet to a point; 4) S 60 degrees 08 minutes 08 seconds E, 27.21 feet to a point; 5) N 28 degrees 22 minutes 50 seconds E, 66.94 feet to a point; 6) N 47 degrees 03 minutes 15 seconds E, 154.38 feet to a found broken concrete highway monument; 7) N 20 degrees 10 minutes 43 seconds E, 100.24 feet to a set 5/8" rebar and cap on the south boundary line of the lands now or formerly of The People of the State of New York ( Prop. 6 Map 23; L.1925 P.273); thence along said boundary line the following five (5) courses and distances: 1) S 76 degrees 52 minutes 08 seconds E, 34.40 feet to a set 5/8" rebar and cap; 2) S 20 degrees 18 minutes 08 seconds E, 142.70 feet to a set 5/8" rebar and cap; 3) S 52 degrees 46 minutes 08 seconds E, 170.60 feet to a found 1/2" iron pipe; 4) S 23 degrees 20 minutes 52 seconds W, 237.70 feet to a set 5/8" rebar and cap; 5) S 36 degrees 34 minutes 52 seconds W, passing through a found 1/2" iron pipe at 178.94 feet, continuing 3.12 feet, for a total distance of 182.06 feet to a set 5/8" rebar and cap on the north boundary line of the lands new or formerly of The People of the State of New York (Prop 26 Map 22; L. 1918 P. 904); thence along said boundary line N 60 degrees 21 minutes 27 seconds W, passing through a set 5/8" rebar and cap at 338.43 feet, continuing 27.03 feet, for a total distance of 366.06 feet to a point in the centerline of the existing pavement of Edic Road (County Route No. 34); thence along said centerline S 29

degrees 57 minutes 06 seconds W, 90.95 feet to the Point of Beginning, containing 18.38 acres of land.

SUBJECT TO the rights of others to use the lands within the right-of-way of Edic Road (County Route No. 34) for highway purposes.

**KUBINSKI PROPERTY  
0.25 ACRES**

ALL THAT TRACT OR PARCEL OF LAND being part of Lot 3 Cosby's Manor, Town of Marcy, County of Oneida, and State of New York, shown on a map entitled "Boundary Line Adjustment Lands of Theodore C. Kubinski, Town of Marcy, Oneida County, New York", made by Lafave, White & McGivern, L.S., P.C., dated September 20, 2013, and filed in the Oneida County Clerk's Office on October 8, 2013 as Instrument No. M2013-000185, which tract or parcel of land is more particularly bounded and described as follows:

Beginning at a set 5/8" rebar and cap on the southeast boundary line of lands of Niagara Mohawk Power Corporation, formerly of Adirondack Power and Light Corporation (L.855 P.127), and the northwest corner of the lands of The People of the State of New York (Parcel No. 2 of L.1923 P.376); and being on the south boundary line of the lands of Theodore C. Kubinski (L.2453 P.1); thence along the southeast boundary line of the lands of Niagara Mohawk Power Corporation, formerly of Adirondack Power and Light Corporation, N 62 degrees 04 minutes 11 seconds E, 226.16 feet to a set 5/8" rebar and cap on the west boundary line of the lands of Economic Development Growth Enterprises Corporation (Instr. No. 2013-001101); thence along said boundary line S 29 degrees 39 minutes 09 seconds W, 182.30 feet to a set 5/8" rebar and cap on the boundary line between the lands of Kubinski to the north and the lands of The People of the State of New York to the south; thence along said boundary line N 64 degrees 36 minutes 43 seconds W, 120.97 feet the Point of Beginning, containing 0.25 acres of land.

**FARMER PROPERTY- PARCEL 1  
40.45 ACRES**

ALL THAT TRACT OR PARCEL OF LAND being in Lot 2 of Cosby Manor and shown as "Farmer- Parcel 1, 40.45 Acres" on a map entitled "Survey Map Lands of Margaret L. Farmer & Debra E. Boatman, as Co-Trustees of the Farmer Family Irrevocable Trust, Dated 9/11/2007, and

Margaret L. Farmer, Individually to be acquired by Economic Development Growth Enterprises Corporation, Town of Marcy, Oneida County, New York”, prepared by LaFave White & McGivern L.S. P.C., dated June 3, 2011, last revised October 18, 2011, and filed in the Oneida County Clerk’s Office on January 4, 2012 as Instrument No. M2012-000002, which tract or parcel of land is more particularly bounded and described as follows:

Beginning at a point in the centerline of Hazard Road at the northwest corner of the lands of Chad Bogan and Karen Bogan (Instr. No. 2003-008916); thence along the west boundary line of the lands of Bogan S 30 degrees 07 minutes 30 seconds W, 272.90 feet to a set 5/8” rebar and cap at the northwest corner of the lands formerly of Kubinski, now the lands of The People of the State of New York (L.1923 P.376); thence along the west boundary line of the lands of The People of the State of New York S 30 degrees 07 minutes 30 seconds W, 646.93 feet to a set 5/8” rebar and cap on the north boundary line of the lands now or formerly of the Adirondack Power and Light Corporation; thence along said boundary line the following three (3) courses and distances: 1) S 62 degrees 04 minutes 09 seconds W, 1052.33 feet to a point; 2) S 62 degrees 04 minutes 09 seconds W, 77.18 feet to a point; 3) S 84 degrees 44 minutes 33 seconds W, 588.75 feet to a 5/8” rebar and cap on the east boundary line of the lands formerly of Gumenski, now the lands of The People of State of New York (L.1924 P.612); thence along said boundary line N 30 degrees 22 minutes 56 seconds E, 1857.71 feet to a set 5/8” rebar and cap at the southwest corner of the lands of Christiana B. Foster (L.2651 P.44); thence along the east boundary line of the lands of Foster N 30 degrees 22 minutes 56 seconds E, 284.21 feet to a point in the centerline of Hazard Road; thence along said centerline the following three (3) courses and distances: 1) S 63 degrees 12 minutes 35 seconds E, 373.58 feet to a point; 2) S 63 degrees 09 minutes 26 seconds E, 299.67 feet to a point; 3) S 65 degrees 24 minutes 58 seconds E, 397.76 feet to the Point of Beginning, containing 40.45 acres of land.

**SUBJECT TO** the rights of others to use the lands within the right-of-way of Hazard Road for highway purposes.

**FARMER PROPERTY- PARCEL 2  
15.19 ACRES**

ALL THAT TRACT OR PARCEL OF LAND being in Lot 2 of Cosby Manor and shown as “Farmer- Parcel 2, 15.19 Acres” on a map entitled “Survey Map Lands of Margaret L. Farmer &

Debra E. Boatman, as Co-Trustees of the Farmer Family Irrevocable Trust, Dated 9/11/2007, and Margaret L. Farmer, Individually to be acquired by Economic Development Growth Enterprises Corporation, Town of Marcy, Oneida County, New York”, prepared by LaFave White & McGivern L.S. P.C., dated June 3, 2011, last revised October 18, 2011, and filed in the Oneida County Clerk’s Office on January 4, 2012 as Instrument No. M2012-000002, which tract or parcel of land is more particularly bounded and described as follows:

Beginning at a set 5/8” rebar and cap on the west boundary line of the lands formerly of Hanlon, now the lands of The People of the State of New York (L.1914 P.981), said 5/8” rebar and cap being located the following two (2) courses and distances from a point in the centerline of Hazard Road at the northwest corner of the lands of Chad Bogan and Karen Bogan (Instr. No. 2003-008916): 1) S 30 degrees 07 minutes 30 seconds W, 919.83 feet; 2) S 30 degrees 07 minutes 32 seconds W, 189.01 feet; thence along the west boundary line of the lands of The People of the State of New York S 30 degrees 04 minutes 25 seconds W, 865.52 feet to a set 5/8” rebar and cap at the northwest corner of the lands formerly of Edic, now the lands of The People of the State of New York (L.1939 P.568); thence along the west and north boundary line of the lands of The People of the State of New York the following two (2) courses and distances: 1) S 30 degrees 23 minutes 02 seconds W, 484.27 feet to a set 5/8” rebar and cap; 2) N 60 degrees 06 minutes 33 seconds W, 567.15 feet to a set 5/8” rebar and cap at the northeast corner of the lands formerly of Insalaco, now the lands of The People of the State of New York (L.1922 P.105); thence along the lands of the People of the State of New York the following two (2) courses and distances: 1) N 59 degrees 36 minutes 34 seconds W, 503.58 feet to a set 5/8” rebar and cap; 2) N 27 degrees 21 minutes 44 seconds E, 116.78 feet to a set 5/8” rebar and cap on the south boundary line of the lands now or formerly of Adirondack Power and Light Corporation; thence along said boundary line the following three (3) courses and distances: 1) N 84 degrees 44 minutes 32 seconds E, 635.42 feet to a point; 2) N 84 degrees 44 minutes 33 seconds E, 44.57 feet to a point; 3) N 62 degrees 04 minutes 09 seconds E, 989.19 feet to the Point of Beginning, containing 15.19 acres of land.

**DISCONTINUED PORTION OF EDIC ROAD- POST EDIC ROAD  
BYPASS CORRIDOR DEDICATION  
2.23 ACRES**

ALL THAT TRACT OR PARCEL OF LAND being part in Lots 4 and Lot 5 of Cosby's Manor, Town of Marcy, County of Oneida, State of New York, and shown as "Discontinued Portion of Edic Road" on a map entitled, "ALTA/ACSM Land Title Survey, Edic Road Bypass Corridor, Lands of The People of the State of New York & Economic Development Growth Enterprises Corporation, Town of Marcy, Oneida County, State of New York", prepared by Lafave White & McGivern, L.S., P.C., dated April 30, 2010, and filed in the Oneida County Clerk's Office on May 10, 2010, as Instrument No. M2010-000070, which tract or parcel of land is more particularly bounded and described as follows:

Beginning at a point on the northwest boundary line of Edic Road, being located N 30 degrees 49 minutes 36 seconds E, 373.13 feet from a concrete monument at the most southerly corner of the lands acquired by The People of the State of New York acting by and through The State University of New York from William J. Grace and Anna G. Meyer (Property 19 Map 15 - Parcel 1, L.1941 P.391); thence along the northwest boundary line of Edic Road also being the southeast boundary of several parcels acquired by The People of the State of New York for the following five courses and distances: 1) N 30 degrees 49 minutes 36 seconds E, 97.03 feet to a point; 2) N 31 degrees 01 minutes 20 seconds E, 404.16 feet to a point; 3) N 28 degrees 13 minutes 14 seconds E, 866.69 feet to a point; 4) N 29 degrees 27 minutes 35 seconds E, 595.61 feet to a point; 5) N 29 degrees 02 minutes 27 seconds E, 335.43 feet to a point; thence across the existing Edic Road S 60 degrees 50 minutes 05 seconds E, 66.39 feet to a point on the southeast highway boundary of Edic Road, also being the northwest boundary of several parcels acquired by The People of the State of New York; thence along said highway boundary line for the following five courses and distances: 1) S 29 degrees 06 minutes 14 seconds W, 335.84 feet to a point; 2) S 29 degrees 27 minutes 34 seconds W, 595.01 feet to a point; 3) S 28 degrees 13 minutes 16 seconds W, 867.69 feet to a point; 4) S 31 degrees 01 minutes 33 seconds W, 404.35 feet to a point; 5) S 30 degrees 54 minutes 51 seconds W, 97.93 feet to a point; thence across the existing Edic Road N 59 degrees 10 minutes 24 seconds W, 65.87 feet to the Point of Beginning, containing 3.49 acres of land.

LESS AND EXCEPTING THEREFROM all that tract or parcel of land more particularly bounded and described as follows:

Beginning at a point on the northwest boundary line of Edic Road, at its intersection with the south boundary line of the Edic Road Bypass Corridor, being located the following four courses and distances from a concrete monument at the most southeast corner of the lands acquired by The People of the State of New York, acting by and through the Trustees of The State University of New York from William J. Grace and Anna G. Meyer (Property 19 Map 15 - Parcel 1, L. 1941 P. 391): 1) N 30 degrees 49 minutes 36 seconds E, 470.15 feet to a point; 2) N 31 degrees 01 minutes 20 seconds E, 404.16 feet to a point; 3) N 28 degrees 13 minutes 14 seconds E, 866.69 feet to a point; 4) N 29 degrees 27 minutes 35 seconds E, 104.20 feet to a point; thence along the existing northwest highway boundary line of Edic Road N 29 degrees 27 minutes 35 seconds E, 491.41 feet to a point; N 29 degrees 02 minutes 27 seconds E, 335.43 feet to a point; thence across Edic Road S 60 degrees 50 minutes 05 seconds E, 66.39 feet to a point; thence along the southeast highway boundary line of Edic Road S 29 degrees 06 minutes 14 seconds W, 335.84 feet to a point; S 29 degrees 27 minutes 34 seconds W, 503.34 feet to a point; thence across Edic Road N 50 degrees 14 minutes 02 seconds W, 67.12 feet to The Point of Beginning, containing 1.26 acres of land.

**INSTITUTE OF TECHNOLOGY FOUNDATION AT UTICA/ROME, INC. PROPERTY  
37.58 ACRES**

ALL THOSE TRACTS OR PARCELS OF LAND being in Lot 3 and Lot 4 of Cosby Manor and designated as "Parcel A" and "Parcel B" on a map entitled "Survey Map Lands of Institute of Technology Foundation at Utica/Rome, Inc. to be Conveyed to Economic Development Growth Enterprises Corporation, Town of Marcy, Oneida County, State of New York", prepared Lafave White & McGivern, L.S., P.C., dated September 19, 2013, and filed in the Oneida County Clerk's Office on October 22, 2013 as Instrument No. M2013-000200, which tracts or parcels of land are more particularly bounded and described as follows:

### Parcel A

Beginning at a found 5/8" rebar and cap stamped "Edwards" at the southwest corner of the lands of Joseph Edic, Francis Edic and Peter Edic (Instr. No. 2006-013171) and the southeast corner of the lands of Institute of Technology Foundation at Utica/Rome, Inc. (L.2699 P.49), said point being on the north boundary line of the Mohawk, Adirondack & Northern Railroad Corporation (formerly of Penn Central Railroad); thence along said railroad boundary line the following three (3) courses and distances: 1) N 23 degrees 00 minutes 14 seconds W, 5.09 feet to a found 5/8" rebar and cap stamped "Edwards"; 2) along a curve to the left with a radius of 5769.64 feet, an arc length of 1602.48 feet, and a chord of N 30 degrees 59 minutes 09 seconds W, 1597.33 feet to a found 5/8" rebar and cap stamped "Edwards" being located N 29 degrees 40 minutes 45 seconds E, 42.99 feet from railroad centerline station Sta 13+701; 3) N 29 degrees 40 minutes 45 seconds E, 274.95 feet to a found 5/8" rebar and cap stamped "Edwards" being located at a point on the southeast boundary line of the lands of Edic (Instr. No. 2006-013171); thence along said boundary line the following four (4) courses and distances: 1) S 51 degrees 47 minutes 12 seconds E, 301.37 feet to a found 5/8" rebar and cap stamped "Edwards"; 2) N 29 degrees 19 minutes 33 seconds E, 735.32 feet to a found 5/8" rebar and cap stamped "Edwards", said rebar and cap being located S 29 degrees 12 minutes 29 seconds W, 49.97 feet from a set 5/8" rebar and cap on the southwest boundary line of the lands of The People of the State of New York; 3) S 59 degrees 51 minutes 59 seconds E, 1111.56 feet to a 5/8" rebar and cap stamped "Edwards"; 4) S 29 degrees 57 minutes 27 seconds W, 1742.38 feet to the Point of Beginning, containing 37.40 acres of land.

### Parcel B

Beginning at a set 5/8" rebar and cap on the northeast boundary line of Maynard Drive at the its intersection with the southeast boundary line of the lands of Jennifer Faulkner (Instr. No. 2007-018041); thence along said boundary line N 30 degrees 18 minutes 47 seconds E, 368.44 feet to a set 5/8" rebar and cap on the southwest boundary line of the lands Mohawk, Adirondack & Northern Railroad Corporation (formerly of Penn Central Railroad), said rebar being located S 23 degrees 33 minutes 07 seconds E, 336.27 feet from the most southwest corner of Parcel A described above; thence along said boundary line on a radius to the right of 5689.64 feet, and arc

length of 21.74 feet, and a chord of S 35 degrees 34 minutes 00 seconds E, 21.74 feet to a found ½" iron pipe at the northwest corner of the lands of Michael P. Decarlis (Instr. No. 2004-020377); thence along the northwest boundary line of the lands of Decarlis S 30 degrees 20 minutes 37 seconds W, passing through a set 5/8" rebar and cap at 365.55 feet on the northeast boundary line of Maynard Drive, and continuing 25.87 feet, for a total distance of 391.42 feet to a point in the centerline of Maynard Drive; thence along said centerline N 42 degrees 43 minutes 45 seconds W, 20.52 feet to a point; thence N 30 degrees 18 minutes 47 seconds E, 25.88 feet to the Point of Beginning, containing 0.18 acres of land.

**EXHIBIT B**

**ESSENTIAL PAYMENT IN LIEU OF TAX (PILOT) AGREEMENT TERMS**

## EXHIBIT B

### ESSENTIAL PILOT AGREEMENT TERMS

All PILOT Agreements entered into by the Agency with respect to an Agency Project Facility or a State Land Project Facility shall contain such terms as the Agency deems necessary or appropriate, provided such PILOT Agreements shall comply with the terms described in this Exhibit B.

A. Definitions. Capitalized terms used in this Exhibit B not otherwise defined in this Exhibit B shall have the meaning set forth in Section 1 of the Agreement Approving PILOT Terms and Allocating PILOT Payments to which this Exhibit B is attached (the "PILOT Allocation Agreement"). For purposes of this Exhibit B, the following terms shall have the meaning set forth opposite them:

*"Aggregate Annual PILOT Payment Allocation"* means, with respect to the PILOT Year in question, the aggregate amount of all PILOT Payments allocated to an Affected Tax Jurisdiction under all of the PILOT Agreements. In any instance where the Affected Tax Jurisdiction in question is the Town, the Aggregate Annual PILOT Payment Allocation of the Town for the PILOT Year in question shall be the aggregate amount of all PILOT Payments allocated to the Town out of (a) the Affected Tax Jurisdictions' Funds established under all of the PILOT Agreements and (b) the Community Host Payment Funds established under all of the PILOT Agreements. In any instance where the Affected Tax Jurisdiction in question is one other than the Town, the Aggregate Annual PILOT Payment Allocation of such Affect Tax Jurisdiction for the PILOT Year in question shall be aggregate amount of all PILOT Payments allocated to such Affected Tax Jurisdiction out of the Affected Tax Jurisdictions' Funds established under all of the PILOT Agreements.

*"Ancillary Warehousing Space"* means a building, or space within a building, that is used for the storage of materials, chemicals, and equipment and/or tooling or to maintain equipment and/or tooling to support semiconductor manufacturing or other related use.

*"Applicable Square Footage"* means the square footage of a building or space within a building, as the case may be, to be taken into account for purposes of calculating the PILOT Payments for that building. The Agency shall determine the Applicable Square Footage for each different types of New Facility (regardless of whether such New Facility is situate on the EDGE Land or the State Land) in the manner described in this Exhibit B.

*"Cleanroom"* means that portion of a building constructed with one or more highly purified and regulated rooms used for production, research and/or testing equipment, sensitive to contamination, and which includes in its design, systems for the minimization of airborne pollutants or other contaminants.

*"Completion Date"* means, with respect to each New Facility (regardless of whether such New Facility is situate on the EDGE Land or the State Land), the earlier of (a) the taxable status date that such New Facility is reflected on the annual assessment roll or property

record card as having a Certificate of Occupancy, or (b) the date that is two (2) years after the Construction Commencement Date for such New Facility.

*"Construction Commencement Date"* means, with respect to each New Facility (regardless of whether such New Facility is situate on the EDGE Land or the State Land), the applicable taxable status date of the Town following the date of the issuance of a building permit for such New Facility.

*"Construction PILOT Payment Period"* means, with respect to each New Facility (regardless of whether such New Facility is situate on the EDGE Land or the State Land), the period of time (not to exceed two (2) years) beginning on the Construction PILOT Payment Period Commencement Date and continuing through and including the date immediately preceding the Permanent PILOT Payment Period Commencement Date.

*"Construction PILOT Payment Period Commencement Date"* means, with respect to each New Facility (regardless of whether such New Facility is situate on the EDGE Land or the State Land), January 1 of the first year following the Construction Commencement Date for such New Facility.

*"Construction PILOT Payment Period PILOT Year"* means, with respect to each New Facility (regardless of whether such New Facility is situate on the EDGE Land or the State Land), (a) the first calendar year occurring during said Construction PILOT Payment Period and (b) if the Completion Date has not yet occurred, the second calendar year occurring during said Construction PILOT Payment Period.

*"Declaration"* means any instrument whereby common area maintenance charges are levied, assessed or imposed by the State, SUNY, FSMC, EDGE or a landowners/tenants association against or upon the End User(s) for the maintenance, landscaping, signage or the provision of other amenities within any common or similar areas located on the Land.

*"Excess SID Credit"* shall have the meaning ascribed to such term in Paragraph E.2. hereof.

*"New Facility"* means each building or group of buildings and related improvements constructed on either the EDGE Land or the State Land for which the Construction Commencement Date is after the date of this Agreement. Each New Facility shall include that portion of the EDGE Land or the State Land upon which such building or group of buildings and related improvements have been constructed.

*"Office Space"* means a building, or space within a building, that is used primarily as administrative offices and support space (e.g., cafeteria, rest rooms, health facilities, training and education space, security-information room/counter, network/computer rooms, meeting and conference rooms, corridors and lobby area) .

*"Other Facilities"* means buildings located on either the EDGE Land or the State Land other than a Semiconductor Manufacturing Building, Office Space, Ancillary Warehousing Space, a Technology Development Building or a Technology Manufacturing Building. Other Facilities shall not include standalone Support Facilities.

*"Permanent PILOT Payment Period Commencement Date"* means, with respect to each New Facility (regardless of whether such New Facility is situate on the EDGE Land or the State Land), the January 1 date immediately following the Completion Date.

*"Permanent PILOT Payment Period"* means, with respect to each New Facility (regardless of whether such New Facility is situate on the EDGE Land or the State Land), that period of time of up to forty-seven (47) years beginning on the Permanent PILOT Payment Period Commencement Date.

*"Permanent PILOT Payment Period PILOT Year"* means, with respect to each New Facility (regardless of whether such New Facility is situate on the EDGE Land or the State Land), (a) each calendar year occurring during said Permanent PILOT Payment Period up to, but not including, the last calendar year (or portion thereof) occurring during said Permanent PILOT Payment Period and (b) the last calendar year (or portion thereof) occurring during said Permanent PILOT Payment Period.

*"PILOT Extension Term"* shall have the meaning ascribed to such term in Paragraph E.3. hereof.

*"PILOT Rate Adjustment Date"* shall have the meaning ascribed to such term in Paragraph D.1. hereof.

*"PILOT Value"* means the value of a New Facility or space within a New Facility, as the case may be, (regardless of whether such New Facility is situate on the EDGE Land or the State Land) determined in the manner described in this Exhibit B by multiplying the Applicable Square Footage of such New Facility or space within a New Facility times the PILOT Value Per Square Foot Rate.

*"PILOT Value Per Square Foot Rate"* means the value per square foot that shall be used to calculate the PILOT Value for each New Facility or space within a New Facility, as the case may be, (regardless of whether such New Facility is situate on the EDGE Land or the State Land) in the manner described in this Exhibit B. The PILOT Value Per Square Foot Rates for each such New Facility, or space within each such New Facility, as the case may be, are as set forth in Schedule 1 to this Exhibit B. The PILOT Value Per Square Foot Rates shall be adjusted on the dates and in the manner described in Paragraph D of this Exhibit B.

*"PILOT Year"* means, with respect to each New Facility (regardless of whether such New Facility is situate on the EDGE Land or the State Land), each Construction PILOT Payment Period PILOT Year and each Permanent PILOT Payment Period PILOT Year.

*"Proprietary Sublease"* shall have the meaning ascribed to such term in Paragraph B.4. hereof.

*"Semiconductor Manufacturing Building"* means a building (which may have pedestrian connections to other buildings) to be used primarily for semiconductor fabrication or flat panel display manufacturing (provided, however, any glass plant associated with flat panel display manufacturing shall be considered a Technology Manufacturing Building). The

definition of a Semiconductor Manufacturing Building will include those buildings normally associated with a semiconductor manufacturing or flat panel display manufacturing facility, such as a main fab, a spine, a central utility building, private utility building, gas yard, and an electrical services building. If a building has primarily Cleanroom space but includes ancillary space used solely for general office purposes, such ancillary space shall not be deemed Office Space nor shall it require a separate PILOT Payment.

“*SID Charges*” means any special ad valorem levies, special assessments or other special district or improvement district or area charges.

“*SID Credit*” shall have the meaning ascribed to such term in Paragraph E.1. hereof.

“*SID Credit Amount*” shall have the meaning ascribed to such term in Paragraph E.1. hereof.

“*SID Taxing Entity*” shall have the meaning ascribed to such term in Paragraph E.1. hereof.

“*Support Facilities*” means standalone utility buildings, gas yards, electrical service buildings, electrical sub-stations, generators and co-gen facilities, guard or security stations, water and wastewater treatment facilities, parking structures, construction management buildings, and similar facilities that support the construction and operation of Semiconductor Manufacturing Buildings, Technology Development Buildings, Technology Manufacturing Buildings, Office Space, and Ancillary Warehousing Space.

“*Technology Development Building*” means a building (which may have pedestrian connections to other buildings) consisting of Cleanroom, laboratory, and testing facilities for the testing and development of semiconductor manufacturing processes and related uses, office space and other support space.

“*Technology Manufacturing Building*” means a building (which may have pedestrian connections to other buildings) exclusive of a Semiconductor Manufacturing Building, that is used primarily for manufacturing and assembly of advanced technologies in modern industries such as energy, communications, information and computing technologies, microtechnology, electronics, and nanotechnology, companies that supply and support the semiconductor, flat panel display, and/or photo voltaic industry, or other related uses. If a flat panel display manufacturing facility is built, the portion of the flat panel display manufacturing facility that is a glass plant shall be classified as a Technology Manufacturing Building.

B. Obligation to Make PILOT Payments - General

1. Prior to Construction Commencement Date. No PILOT Payments shall be required prior to the Construction Commencement Date for each New Facility.

2. Duration of PILOT Payments Beginning on the Construction PILOT Payment Period Commencement Date for each New Facility (regardless of whether such New Facility is

situate on the EDGE Land or the State Land) and continuing thereafter for up to forty-nine (49) years, the End User shall pay the Agency annual PILOT Payments with respect to such New Facility, in the amounts determined as described in this Exhibit B. With respect to each such New Facility situate on the EDGE Land, such New Facility shall, upon the expiration or termination of the Permanent PILOT Payment Period, become subject to real property taxation or the End User of that New Facility shall be required to make PILOT Payments in an amount equal to 100% of real property taxes that would be due if the Agency had no interest in that New Facility.

3. Payments During Construction PILOT Payment Period. PILOT Payments during the Construction PILOT Payment Period for each New Facility (regardless of whether such New Facility is situate on the EDGE Land or the State Land) shall equal the payment amount calculated in the manner described in Paragraph C below, based on the expected nature and use of such New Facility as described in the plans and specifications for such New Facility, multiplied by the percentage of completion as of the taxable status date used by the Town for its annual assessment rolls. The End User shall certify the percentage of completion based on construction requisitions and other construction documents.

4. Exempt Uses. Notwithstanding anything herein to the contrary, in any year in which a New Facility (regardless of whether such New Facility is situate on the EDGE Land or the State Land), or portion thereof, is leased or occupied by education or other tax-exempt organizations described in New York Real Property Tax Law Section 420-a, and is not used for non-exempt uses, no PILOT Payment shall be required for such New Facility, or portion thereof. If, however, a New Facility is leased or occupied by education or other tax-exempt organization described in New York Real Property Tax Law Section 420-a and is being subleased to a proprietary or taxable entity having exclusive use and/or possession of such New Facility or portion thereof (a "Proprietary Sublease"), then PILOT Payments shall be required for such New Facility, or portion thereof that is the subject of a Proprietary Sublease.

C. Calculation of Annual PILOT Payment due during Permanent PILOT Payment Period.

1. Classification and Measurement of New Facilities for PILOT Purposes. During the Permanent PILOT Payment Period, the PILOT Payments for each New Facility (regardless of whether such New Facility is situate on the EDGE Land or the State Land), or space within each New Facility, shall be based on the classification of the building or space as a Semiconductor Manufacturing Building, Technology Development Building, Technology Manufacturing Building, Office Space or Ancillary Warehousing Space. The Agency shall classify each New Facility, or space within such New Facility, as the case may be, and determine the appropriate measurement of the Applicable Square Footage within each New Facility, or space within such New Facility, as the case may be, based on plans and specifications and other information provided by the End User.

2. Formula for Calculating PILOT Payments. In general, subject to the specific terms described herein, during the Permanent PILOT Payment Period the annual PILOT Payment for each New Facility (regardless of whether such New Facility is situate on the EDGE Land or the State Land) or space within such New Facility, as the case may be, shall be calculated as follows:

Applicable Square Footage x PILOT Value Per Square Foot Rate = PILOT Value

PILOT Value x current property tax rates determined from the assessment roll = PILOT Payment

3. PILOT Value of Semiconductor Manufacturing Building. The PILOT Value of a Semiconductor Manufacturing Building shall equal the gross square footage of each floor level that includes Cleanroom space multiplied by the PILOT Value Per Square Foot Rate for a Semiconductor Manufacturing Building set forth in Schedule 1. The Applicable Square Footage of a Semiconductor Manufacturing Building shall include the Cleanroom floor level only and shall not include other space or facilities such as the subfab space, Office Space or Ancillary Warehousing Space in the Semiconductor Manufacturing Building, or central utility buildings and other Support Facilities.

For example, if the gross square footage of the Cleanroom level of a Semiconductor Manufacturing Facility is 520,000 square feet and the Cleanroom area itself is 400,000 square feet, the PILOT Value shall be computed by multiplying 520,000 (the Applicable Square Footage) by the PILOT Value Per Square Foot Rate for a Semiconductor Manufacturing Building as set forth in Column A of Schedule 1 for each year of the PILOT Agreement.

4. PILOT Value of Technology Development Building. The Applicable Square Footage of a Technology Development Building shall be comprised of the Cleanroom space, laboratory, testing and manufacturing space, Office Space and any Ancillary Warehousing Space in that building. The PILOT Value of a Technology Development Building shall equal the sum of:

- (a) gross square footage of Cleanroom space multiplied by the PILOT Value Per Square Foot for Cleanroom space set forth in Column E of Schedule 1;
- (b) gross square footage of laboratory, testing and manufacturing space (excluding Cleanroom space) multiplied by the PILOT Value Per Square Foot Rate for a Technology Manufacturing Building set forth in Column D of Schedule 1;
- (c) gross square footage of Office Space multiplied by the PILOT Value Per Square Foot for Office Space set forth in Column B of Schedule 1; and
- (d) gross square footage of Ancillary Warehousing Space multiplied by the PILOT Value Per Square Foot for Ancillary Warehousing Space set forth in Column C of Schedule 1.

5. PILOT Value of Technology Manufacturing Building. The Applicable Square Footage of a Technology Manufacturing Building shall be comprised of the total gross square footage of the building, excluding Support Facilities. The PILOT Value of a Technology Manufacturing Building shall equal the gross square footage of the building, excluding Support Facilities, multiplied by the PILOT Value Per Square Foot Rate for Technology Manufacturing Buildings set forth in Column D of Schedule 1.

6. PILOT Value of Office Space. The Applicable Square Footage of Office Space in a standalone office building (which may have pedestrian connections to other buildings) shall be comprised of the total gross square footage of the building. Office Space located in a Semiconductor Manufacturing Building, Technology Development Building, Technology Manufacturing Building, Ancillary Warehousing Space or in Other Facilities shall be taken into account in the manner and to the extent (if any) provided for determining the PILOT Value of those other buildings and facilities.

The PILOT Value for Office Space shall equal the Applicable Square Footage of Office Space multiplied by the PILOT Value Per Square Foot Rate for Office Space set forth in Column B of Schedule 1.

7. PILOT Value of Ancillary Warehousing Space. The Applicable Square Footage of Ancillary of Warehousing Space in a standalone warehouse building (which may have pedestrian connections to other buildings) shall be comprised of the total gross square footage of the building. Ancillary Warehousing Space located in a Semiconductor Manufacturing Building, Technology Development Building, Technology Manufacturing Building, Office Space or Other Facilities shall be taken into account in the manner and to the extent (if any) provided for determining the PILOT Value of those other buildings and facilities.

The PILOT Value for Ancillary Warehousing Space shall equal the Applicable Square Footage of Ancillary Warehousing Space multiplied by the PILOT Value Per Square Foot Rate for Ancillary Warehousing Space set forth in Column C of Schedule 1.

8. PILOT Value of Other Facilities. If Other Facilities are constructed on either the EDGE Land or the State Land, the PILOT Value of those facilities shall be determined by the Agency in its reasonable discretion based on comparable data from sources deemed to be reflective of the industry.

9. Support Facilities. Notwithstanding anything herein to the contrary, no separate PILOT Value shall be assigned to Support Facilities, which Support Facilities shall be assigned a separate tax parcel identification number by the Town on the annual assessment rolls. The value of Support Facilities is included in the PILOT Value of the other buildings and improvements located on the Land.

D. Adjustment of PILOT Value Per Square Foot Rates for Improvements Commenced On or After January 1, 2020.

1. For improvements having a Construction Commencement Date on or after January 1, 2020, PILOT Payments shall be calculated in the manner described herein except the PILOT Value Per Square Foot Rates shall be adjusted effective January 1, 2020, and on January 1 every ten (10) years thereafter (each, a "PILOT Rate Adjustment Date"), as agreed upon by the Agency and the End User pursuant to the guidelines described in this Paragraph D. The new PILOT Value Per Square Foot Rates shall apply to all improvements having a Construction Commencement Date on or after the PILOT Rate Adjustment Date. The new PILOT Value Per Square Foot Rates shall decrease annually at a rate consistent with the rate of annual decrease in the PILOT Value Per Square Foot Rates set forth in Schedule 1 to this Exhibit B.

2. The PILOT Value Per Square Foot Rate for Semiconductor Manufacturing Facilities shall be adjusted (increased or decreased) in proportion to the percentage increase or decrease in the median sale price per square foot of Cleanroom space in sales of semiconductor manufacturing facilities in the United States, which sales did not include equipment or tool sets and that were not coupled with continuing production or delivery agreements. The initial PILOT Value Per Square Foot Rate for Semiconductor Manufacturing Facilities set forth in Schedule 1 hereto was modeled in large part on the Amended and Restated PILOT Agreement between Global Foundries and Saratoga County Industrial Development Agency to resolve a tax certiorari proceeding relating to Global Foundries' fab 8.1. The aforesaid Amended and Restated PILOT Agreement established a pre-agreed formula that would apply to all future semiconductor and related facilities constructed by Global Foundries at the Luther Forest Technology Campus. The PILOT Value Per Square Foot Rate for Cleanroom space was based on sales data obtained from Advanced Technology Research Group (ATREG) and was set at approximately one hundred seventy five percent (175%) of the value per square foot of Cleanroom space as calculated by ATREG from seventeen (17) comparables over a ten (10) year period ending in 2010 (the median per square foot sale price for such sales was two hundred fifty eight dollars (\$258)). If updated sales information is not available from ATREG after 2020, then the information shall be obtained from a comparable source with knowledge and experience in the field of the sale of semiconductor manufacturing facilities.

In Column A of Schedule 1, the PILOT Per Value Per Square Foot Rate is based on 81% of the PILOT Value Per Square Foot Rate for Clean Room space and multiplied by the Gross Square Footage of the building floor plate to determine the Assessed Valuation for a Semiconductor Manufacturing Plant and/or Flat Panel Display Facility.

3. The PILOT Value Per Square Foot Rate for Cleanroom space shall be adjusted (increased or decreased) in proportion to the percentage increase or decrease in the median sale price per square foot of Cleanroom space in sales of semiconductor manufacturing facilities in the United States, which sales did not include equipment or tool sets and that were not coupled with continuing production or delivery agreements. In the event that updated sales information is not available from ATREG after 2020, then the information shall be obtained from a comparable source with knowledge and experience in the Cleanroom facility sales.

4. The PILOT Value Per Square Foot Rates for Technology Manufacturing Buildings, Technology Development Buildings, Office Space and Ancillary Warehousing Space shall be adjusted (increased or decreased) in proportion to the percentage increase or decrease in the applicable Consumer Price (CPI) Index as determined by the Agency.

E. Special Assessments/Credit for SID Charges.

1. If for any reason a New Facility (regardless of whether such New Facility is situate on the EDGE Land or the State Land) shall be subject to any SID Charges, notwithstanding the Town and County's agreement set forth in Section 2(b) of the PILOT Allocation Agreement, then the amount of SID Charges assessed against the New Facility each year shall be applied as a dollar for dollar credit (the "SID Credit") that shall reduce the PILOT Payments due from the End User with respect to such New Facility for the PILOT Year in which the SID Charges are due and payable. An amount equal to the SID Credit (the "SID

Credit Amount”) shall be subtracted from the Aggregate Annual PILOT Payment Allocation the Affected Tax Jurisdiction that levied the SID Charges (the “SID Taxing Entity”). Once the SID Credit Amount has been subtracted from the Aggregate Annual PILOT Payment Allocation of the SID Taxing Entity in question, the Agency shall then re-allocate said subtracted amount in the manner necessary to place the Affected Tax Jurisdictions (other than the SID Taxing Entity in question) and the Funds (other than the Affected Tax Jurisdictions’ Fund and, if applicable, the Community Host Payment Fund) in the same position that they would have been in had there been no SID Credit (or as nearly so as is possible). The provisions of this paragraph will not apply for any SID Charges or assessments requested by the End User and does not cover the imposition of any common area or similar charges that may be levied, assessed or imposed against or on the End User(s) by means of a Declaration.

2. If the SID Credit Amount for any year exceeds the Aggregate Annual PILOT Payment Allocation of the SID Taxing Entity in question, the excess amount (the “Excess SID Credit”) shall be carried forward to subsequent years and applied each year to reduce the annual PILOT Payment due from the End User in question, and shall be subtracted from the Aggregate Annual PILOT Payment Allocation of the SID Taxing Entity in question, until the entire amount of the Excess SID Credit has been fully used.

3. If necessary, the term of the applicable PILOT Agreement(s) shall be extended for such period of time necessary for the entire Excess SID Credit to be applied to reduce PILOT Payments due from the End User in question (the “PILOT Extension Term”). During the PILOT Extension Term, such End User shall make annual PILOT Payments to the Agency in amounts equal to the real property taxes that would be due if the New Facility in question were owned by such End User and the Agency had no interest therein. The PILOT Payments during the PILOT Extension Term shall be allocated pro rata among the Affected Tax Jurisdictions in proportion to the amount of real property taxes that each Affected Tax Jurisdiction would receive if such New Facility was subject to normal taxation and will not be subject to the fixed allocation set forth in Section 3 of the PILOT Allocation Agreement. The Excess SID Credit shall be applied to reduce the SID Taxing Entity’s share of PILOT Payments during the PILOT Extension Term until the entire remaining Excess SID Credit has been fully used.

F. Challenges to Assessed Value.

If for any reason a New Facility (regardless of whether such Facility is situate on the EDGE Land or the State Land) shall be subject to any SID Charges, notwithstanding the Town and County’s agreement set forth in Section 2(B) of the PILOT Allocation Agreement, but excluding SID Charges or assessments requested by the End User and/or common area charges levied, assessed or imposed against or on the End User(s) pursuant to a Declaration, the End User may pursue review of the New Facility’s assessed value under Article 7 of the New York State Real Property Tax Law or any other law or ordinance then in effect relating to disputes over assessed valuation of real property in the State of New York, and may take any and all other action available to it at law or in equity. If an Article 7 challenge is brought by an End User, the challenge to the assessment may only be utilized to reduce the SID Charges payable by the End User and may not be used to modify or reduce PILOT Payments.

G. Waiver of Right to Other Real Property Tax Exemptions.

The End User will unconditionally and irrevocably waive its right, if any, to apply for and/or receive the benefit of, any other real property tax exemption including, without limitation, any real property tax exemptions that may be available under Section 485-b and Section 485-e of the Real Property Tax Law for so long as the PILOT Agreement is in effect.

H. Nonrecourse to EDGE and FSMC Lessee.

Neither the Agency nor the Affected Tax Jurisdictions shall have any remedies against or seek recourse against EDGE or FSMC and the sole recourse of the Agency and the Affected Taxing Jurisdictions shall be against the End Users, and the Agency and the Affected Taxing Jurisdictions shall look only to the End Users for the complete and sole satisfaction of any remedies for unpaid sums due under the PILOT Agreement.

I. PILOT Mortgage.

At the Agency's election, each End User's obligations under the PILOT Agreement shall be secured by a mortgage on the End User's interest in the New Facility, which mortgage shall contain such terms as the Agency deems necessary or appropriate.

J. Agency's Right to Modify Terms.

The PILOT Agreement terms described in this Exhibit B may be modified by the Agency, in its discretion, provided such modifications do not materially reduce the total amount of PILOT Payments payable over the term of each PILOT Agreement.

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SCHEDULE 1 TO EXHIBIT B

**PILOT Value  
Per Square Foot Rates**

	A	B	C	D	E	F
Year	Semiconductor Manufacturing Building (GSF Clean Room Levels Only)	Office Space (GSF)	Ancillary Warehousing Space (GSF)	Technology Manufacturing Building (GSF)	Cleanroom Space (NSF within Technology Development Building)	Other Facilities
1	\$365	\$100	\$60	\$125	\$450	*
2	348	98	58	123	430	*
3	332	96	56	121	410	*
4	316	94	54	119	390	*
5	300	92	52	117	370	*
6	284	90	50	115	350	*
7	267	88	48	113	330	*
8	251	86	46	111	310	*
9	235	84	44	109	290	*
10	219	82	42	107	270	*
11	203	80	40	105	250	*
12	186	78	38	103	230	*
13	170	76	36	101	210	*
14	154	74	34	99	190	*
15	146	72	32	97	180	*
16-49	146	72	32	97	180	*

Note: For improvements commenced on or after January 1, 2020, the PILOT Value Per Square Foot Rates shall be adjusted in the manner described in Paragraph D of Exhibit B.

\* The PILOT Value Per Square Foot Rate of Other Facilities shall be determined based on comparable data from sources deemed reflective of the industry.

**EXHIBIT C**

**Percentage of PILOT Payments Received by Agency from each End User with respect to each New Facility of such End User to be Allocated to Affected Tax Jurisdictions' Fund and the Community Host Payment Fund During each PILOT Year of the Construction PILOT Payment Period and the Permanent PILOT Payment Period**

<b>1</b>	<b>2</b>	<b>3</b>
<b>PILOT Year of Construction PILOT Payment Period</b>	<b>Percentage of PILOT Payments Received by Agency Allocated to Affected Tax Jurisdictions' Fund</b>	<b>Percentage of PILOT Payments Received by Agency Allocated to Community Host Payment Fund</b>
1	10%	2%
2	10%	2%
<b>PILOT Year of Permanent PILOT Payment Period</b>	<b>Percentage of PILOT Payments Received by Agency Allocated to Affected Tax Jurisdictions' Fund</b>	<b>Percentage of PILOT Payments Received by Agency Allocated to Community Host Payment Fund</b>
1	10%	2%
2	11%	2%
3	12%	2%
4	13%	2%
5	14%	2%
6	15%	2%
7	16%	2%
8	17%	2%
9	18%	2%
10	19%	2%
11	20%	2%
12	21%	2%
13	22%	2%
14	23%	2%
15	24%	2%
16	25%	2%
17	25%	2%
18-20	25%	2%
21-25	25%	2%
26-30	30%	2%
31-35	35%	2%
36-40	40%	2%
41-47	45%	2%

2 3 2

**Schedule 3**

Form of PILOT Invoice

(See attached)

# Oneida County IDA

584 Phoenix Drive  
 Rome, NY 13441  
 Email: accounting@mvedge.org

# Invoice

**Invoice #:** 00000  
**Invoice Date:** 4/15/202X  
**Due Date:** 5/31/202X

**To:**

Economic Development Growth Enterprises  
 Corporation  
 584 Phoenix Drive  
 Rome, NY 13441

<b>Contact Name:</b>	Maureen Carney	<b>Client PO:</b>	
<b>Payment Term:</b>	Annual	<b>Payment Ref:</b>	
<b>Memo:</b>	Annual Flex Space at Marcy Nanocenter Facility PILOT Obligation		

Item	Description	Date	Assessed Value	Rate Per Thousand		Total
Oneida County Tax Rate	Oneida County Tax Rate					
Whitesboro School Tax Rate	Whitesboro School Tax Rate					
Town of Marcy/ General Sewer	Town of Marcy/ General Sewer					
Maynard Fire District	Maynard Fire District					
Dunham Library	Dunham Library					
<b>Total Tax Rate</b>	<b>Total Tax Rate</b>					
Assessed Valuation Flex Space Facility	Assessed Valuation- Flex Space Facility		\$ X,XXX,XXX			
PILOT Obligation	Flex Space at Marcy Nanocenter Facility	5/31/202X				\$

**Annual Flex Space at Marcy Nanocenter Facility PILOT Obligation \$XXX,XXX.00**