First Amended and Restated PILOT Agreement

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 Griffiss Local Development Corporation
Street 584 Phoenix Drive
City Rome NY 13441
Telephone no. Day (3)5 338-0393
Evening ( )
Contact Marc Barraco
Title Authorized Representative

3. DESCRIPTION OF PARCEL

a. Assessment roll description (tax map no.,/roll year) 4.526± acre portion of 243.000-1-1.9; all of 243.000-1-1.9-3
b. Street address 725 Daedalian Drive, Griffiss Business and Technology Park
c. City, Town or Village Rome
d. School District Rome City School District
e. County Oneida
f. Current assessment $2,220,840
g. Deed to IDA (date recorded; liber and page) 01/07/2002 at Book 3032, Page 319

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

a. Brief description (include property use) 46,792± square foot commercial building on a 4.526± acre parcel of land, leased to tenants that support the Griffiss Business and Technology Park
b. Type of construction N/A
c. Square footage 46,792±
d. Total cost 0
e. Date construction commenced N/A
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) June 30, 2036

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 2010 PILOT is being amended to provide that during years 11 - 25 GLDC will pay 75% of taxes for any portion of the building occupied by a for-profit tenant, and will pay no taxes ~~f~~ for any portion of the building that is vacant or occupied by a not-for-profit entity. First Amended and Restated PILOT Agreement is attached hereto.

b. Projected expiration date of agreement June 30, 2036

c. Municipal corporations to which payments will be made

	Yes	No
County	☑	☐
Town/City	☑	☐
Village	☐	☑
School District	☑	☐

d. Person or entity responsible for payment

Name Griffiss Local Development Corp
Title
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.

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 GML §854 assessment roll year 2010

7. A copy of this application, including all attachments, has been mailed or delivered on 7/28/25 (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 (Name), Chairman (Title) of Oneida County Industrial Development Agency (Organization) hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

July 25, 2025
Date

Signature

FOR USE BY ASSESSOR

1. Date application filed 7/28/2025
2. Applicable taxable status date 7/29/2025
3a. Agreement (or extract) date 7/25/2025
3b. Projected exemption expiration (year) 6/30/2036
4. Assessed valuation of parcel in first year of exemption $ 2,220,840
5. Special assessments and special as valorem levies for which the parcel is liable:

7/29/25
Date

J. Surace Jr.
Assessor's signature

GRIFFISS LOCAL DEVELOPMENT CORPORATION

and

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

FIRST AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Oneida County Industrial Development Agency
2025 Real Estate Lease Amendment

(GRIFFISS LOCAL DEVELOPMENT CORPORATION/
BUILDING 796/798 FACILITY)

County of Oneida

and

City of Rome

and

Rome City School District

Tax Account Number: 4.526± acre portion of 243.000-1-1.9
and all of 243.000-1-1.9-3

FIRST AMENDED AND RESTATED
PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS FIRST AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of July 1, 2025, is by and between **GRIFFISS LOCAL DEVELOPMENT CORPORATION**, a not-for-profit local development corporation duly organized and validly existing under the laws of the State of New York, having its principal office at 584 Phoenix Drive, Rome, New York 13441 ("GLDC") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, an industrial development agency and a public benefit corporation of the State of New York having its principal office at 584 Phoenix Drive, Rome, New York 13441 (the "Agency").

W I T N E S S E T H:

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

WHEREAS, GLDC previously requested the Agency provide financial assistance in connection with renovations to a 46,792± gross square foot building known as Building 796/798 (which included the construction of a 24,563± gross square foot addition thereto) (collectively, the "Improvements") situated on a 4.526± acre parcel of land located at 725 Daedalian Drive, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment") all to be used for the coordination of redevelopment efforts for the realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility" and the renovation and equipping of the Facility as the "2010 Project"); and

WHEREAS, the Agency owns the Facility and leases it to GLDC pursuant to a Lease Agreement dated as of April 1, 2010 between the Agency and GLDC (the "Lease Agreement") such that title will remain in the Agency throughout the Lease Term (as such term is defined in the Lease Agreement); and

WHEREAS, GLDC subleases (a) to BAE Systems Technology Solutions and Services, Inc. ("BAE Technology Sublessee") the first floor of Building 798 comprised of 12,114± square feet (the "BAE Technology Facility") pursuant to a Sublease Agreement dated June 15, 2010, as amended (collectively, the "BAE Technology Sublease"); and (b) to BAE Systems Information & Electronics Systems Integration, Inc. ("BAE Information") the second floor of Building 798 comprised of 12,518± square feet (the "BAE Information Facility" and together with the BAE Technology Facility, "Building 798") pursuant to a Sublease Agreement dated February 11, 2009, as amended (collectively, the "BAE Information Sublease"); and

WHEREAS, the Company further subleases a 4,623± square foot portion of the Facility to CUBRC, Inc. (the "CUBRC Sublessee") for its operation upon the terms and conditions set forth in a Sublease Agreement dated as of February 1, 2025 (the "CUBRC Sublease Agreement"); and

WHEREAS, the remaining 17,537± square feet in the Facility is either vacant or occupied by the Company; and

WHEREAS, each of the BAE Technology Sublease and the BAE Information Sublease includes three three-year options for renewal, and the Company continues to actively market the vacant portions of the Facility to end users; and

WHEREAS, GLDC and the Agency entered into a Payment-In-Lieu-of-Tax Agreement dated as of April 1, 2010 (the "2010 PILOT") providing for payments in lieu of taxes relating to the Facility; and

WHEREAS, GLDC submitted a letter to the Agency dated April 25, 2025 describing certain challenges with leasing the Facility and requested the Agency extend the term of the 2010 PILOT Agreement for an additional ten years in continued support of the 2010 Project and as an inducement for BAE Information and BAE Technology to exercise the options to renew their respective subleases, to continue to maintain their presences and to retain employment in the Griffiss Business and Technology Park (collectively, the "Project"); and

WHEREAS, the Agency by resolution duly adopted on June 20, 2025 (the "Authorizing Resolution") decided to proceed under the provisions of the Act to extend the 2010 Lease Agreement and the 2010 PILOT Agreement; and

WHEREAS, the Agency and GLDC have entered into a First Amended and Restated Lease Agreement dated of even date herewith (the 'First Amended and Restated Lease Agreement") amending the 2010 Lease Agreement; and

WHEREAS, the Facility has been exempt from, among other things, real property taxes, general property taxes, general school district taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Facility or the interest therein of GLDC or the occupancy thereof by GLDC (the "Exempt Taxes") since July 2010, because the Facility has been under the jurisdiction, supervision and/or control of the Agency and has been used for a purpose within the meaning of the applicable Constitutional and statutory provisions, including the Enabling Act, provided, however, such exemption does not extend to special assessments or ad valorem levies; and

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

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

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

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

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

1. GLDC shall pay to each Taxing Authority:

(a) all taxes that are due with respect to the Facility prior to the Exemption Term, no later than the last day during which such payments may be made without penalty; and

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

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

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

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

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

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

(iv) one hundred percent of the Exempt Taxes after the twenty-fifth Exemption Year.

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

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

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

Anything herein to the contrary, notwithstanding, this Agreement shall terminate on the date on which the First Amended and Restated Lease Agreement shall terminate and the Agency shall convey title to the Facility to GLDC pursuant to the First Amended and Restated Lease Agreement. The benefits under this Agreement are subject to amendment, termination and/or recapture in accordance with terms and conditions contained in the First Amended and Restated Lease Agreement.

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

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

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

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

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

7. It is the intent of the parties that GLDC will have all the rights and remedies of a taxpayer with respect to any real property or other tax, service charge, special benefit, ad valorem levy, assessment or special assessment because of which, or in lieu of which, GLDC is obligated to make a payment hereunder, as if and to the same extent as if GLDC were the owner of the Facility. It is the further intent of the

parties that GLDC will have all of the rights and remedies of a taxpayer as if and to the same extent as if GLDC were the owner of the Facility with respect to any proposed assessment or change in assessment concerning the property, or any portion thereof, whether through an assessor, board of assessment review, court of law, or otherwise and likewise will be entitled to protest before and be heard by such assessor, board of assessment review, court of law or otherwise and will be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any taxes that would have been payable but for the provisions hereof. In the event, however, that a court of competent jurisdiction shall enter an order or judgment determining or declaring that, by reason of the Agency's ownership of the Facility, GLDC does not have the right to bring a proceeding to review such assessment under the Real Property Tax Law or any other law, then GLDC shall have the right to contest such assessment in the name and as the agent of the Agency, and the Agency agrees to cooperate with GLDC in all respects in any such proceeding. Notwithstanding anything herein to the contrary, for so long as this Agreement is in effect, GLDC hereby unconditionally and irrevocably waives its right, if any, to apply for and/or receive the benefit of any other real property tax exemption with respect to the Facility, including, without limitation, any real property tax exemption that may be available under Section 420, Section 485-b and Section 485-e of the Real Property Tax Law. If the Company intends to file a petition to change the assessment of the Facility it must first provide at least forty-five (45) days advance written notice to the Agency in accordance with Section 561-a of the New York State Real Property Tax Law. The Company shall notify the Agency of the outcome of any such proceedings and the Agency reserves the right, in its sole discretion, to determine whether it is appropriate to amend the PILOT Agreement to preserve the original intention of the provision of financial assistance.

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

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

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

(c) All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when received or upon refusal of receipt by United States registered or certified mail, postage prepaid, return receipt requested, to the Agency or GLDC, as the case may be, addressed as follows:

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

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

To GLDC:
Griffiss Local Development Corporation
584 Phoenix Drive
Rome, New York 13441
Attn: Marc Barraco, Authorized Representative

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

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

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

(e) This Agreement is intended to amend and restate in its entirety the 2010 PILOT, and is effective immediately.

[signature pages follow]

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

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: ______________________________
Stephen R. Zogby
Its Chairman

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

On the 25 day of July 2025, 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.

LAURA S. RUBERTO
COMMISSION EXPIRES
Oneida County
NOTARY
PUBLIC
01RU5031396
AUG. 1, 2026
STATE OF NEW YORK

____
Notary Public

**SECOND SIGNATURE PAGE TO
FIRST AMENDED AND RESTATED PILOT AGREEMENT
(GRIFFISS LOCAL DEVELOPMENT CORPORATION AND
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
BUILDING 796/798 FACILITY)**

GRIFFISS LOCAL DEVELOPMENT
CORPORATION

By: ______________________
Marc Barraco
Its Authorized Representative

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

On the 28th day of July 2025 before me, the undersigned a notary public in and for said state, personally appeared **Marc Barraco**, 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

12248443.v2-7/23/25

SCHEDULE A

COUNTY OF ONEIDA
Receiver of Taxes
800 Park Avenue
Utica, NY New York 13501

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

ROME CITY SCHOOL DISTRICT
Receiver of Taxes
Rome City School District
409 Bell Street
Rome, New York 13440
Attn.: District Treasurer

SCHEDULE B

EXEMPTION YEARS

Exemption Year (Assessment Roll Year)	County/City Taxes	School Taxes
Year One (2010)	01/01/2011 – 12/31/2011	07/01/2011 – 06/30/2012
Year Two (2011)	01/01/2012 – 12/31/2012	07/01/2012 – 06/30/2013
Year Three (2012)	01/01/2013 – 12/31/2013	07/01/2013 – 06/30/2014
Year Four (2013)	01/01/2014 – 12/31/2014	07/01/2014 – 06/30/2015
Year Five (2014)	01/01/2015 – 12/31/2015	07/01/2015 – 06/30/2016
Year Six (2015)	01/01/2016 – 12/31/2016	07/01/2016 – 06/30/2017
Year Seven (2016)	01/01/2017 – 12/31/2017	07/01/2017 – 06/30/2018
Year Eight (2017)	01/01/2018 – 12/31/2018	07/01/2018 – 06/30/2019
Year Nine (2018)	01/01/2019 – 12/31/2019	07/01/2019 – 06/30/2020
Year Ten (2019)	01/01/2020 – 12/31/2020	07/01/2020 – 06/30/2021
Year Eleven (2020)	01/01/2021 – 12/31/2021	07/01/2021 – 06/30/2022
Year Twelve (2021)	01/01/2022 – 12/31/2022	07/01/2022 – 06/30/2023
Year Thirteen (2022)	01/01/2023 – 12/31/2023	07/01/2023 – 06/30/2024
Year Fourteen (2023)	01/01/2024 – 12/31/2024	07/01/2024 – 06/30/2025
Year Fifteen (2024)	01/01/2025 – 12/31/2025	07/01/2025 – 06/30/2026
Year Sixteen (2025)	01/01/2026 – 12/31/2026	07/01/2026 – 06/30/2027
Year Seventeen (2026)	01/01/2027 – 12/31/2027	07/01/2027 – 06/30/2028
Year Eighteen (2027)	01/01/2028 – 12/31/2028	07/01/2028 – 06/30/2029
Year Nineteen (2028)	01/01/2029 – 12/31/2029	07/01/2029 – 06/30/2030
Year Twenty (2029)	01/01/2030 – 12/31/2030	07/01/2030 – 06/30/2031

Year Twenty-One (2030)	01/01/2031 – 12/31/2031	07/01/2031 – 06/30/2032
Year Twenty-Two (2031)	01/01/2032 – 12/31/2032	07/01/2032 – 06/30/2033
Year Twenty-Three (2032)	01/01/2033 – 12/31/2033	07/01/2033 – 06/30/2034
Year Twenty-Four (2033)	01/01/2034 – 12/31/2034	07/01/2034 – 06/30/2035
Year Twenty-Five (2034)	01/01/2035 – 12/31/2035	07/01/2035 – 06/30/2036