

Transcript Document No. []

**Final Authorizing Resolution
BG Warehouse LLC Facility**

Date: February 5, 2025

At a meeting of the City of Utica Industrial Development Agency, Utica, New York (the "Agency"), held at Urban and Economic Development Conference Room, One Kennedy Plaza, Utica, New York on February 5, 2025, the following members of the Agency were:

PRESENT: Vin Gilroy
John Buffa
John Zegarelli

ALSO PRESENT: Jack Spaeth, Executive Director

ALSO PRESENT: Linda E. Romano, Esq. (Bond, Schoeneck & King)
(WEBEX) Laura Ruberto (Bond, Schoeneck & King)

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to extension of a leasehold interest in, and renovation and equipping of, a certain industrial development facility more particularly described below (BG Warehouse LLC Facility) and the continued leasing of the facility to BG Warehouse LLC

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

Vin Gilroy voting aye
John Buffa voting aye
John Zegarelli voting aye

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE LEASE AGREEMENT, LEASEBACK AGREEMENT, PILOT AGREEMENT, ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT AND RELATED DOCUMENTS AND AUTHORIZING FINANCIAL ASSISTANCE WITH RESPECT TO THE BG WAREHOUSE LLC FACILITY LOCATED AT 2007 BEECHGROVE PLACE IN THE CITY OF UTICA, ONEIDA COUNTY.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 710 of the Laws of 1981 of the State of New York (collectively, the "Act"), the Agency was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, BG Warehouse LLC (the "Company") has requested the Agency assist in the renovation of an existing 371,000± square foot industrial building (the "Improvements") located on a 21.81± acre parcel of land situated at 2007 Beechgrove Place, City of Utica, Oneida County, New York (the "Land") and the acquisition and installation of machinery and equipment in the Improvements (the "Equipment"), all for the purpose of upgrading and developing the Improvements for lease to manufacturing tenants, and to allow the primary tenant, Trenton Technology, Inc. ("Trenton") to expand and upgrade its operations for the purpose of providing high-end manufacturing, design, assembly, delivery and distribution of computer boards for high tech manufacturers (the Land, the Improvements and the Equipment referred to collectively as the "Facility" and the renovation and equipping of the Improvements referred to collectively as the "Project"); and

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

WHEREAS, the Agency leases the Facility back to the Company pursuant to Article 18-A of the General Municipal Law of the State of New York and Chapter 710 of the Laws of 1981 of the State of New York, as may be amended from time to time (collectively, the "Act") under a Leaseback Agreement dated as of July 1, 2015 for a term that is scheduled to expire on June 30, 2026 (the "Existing Leaseback Agreement"); and

WHEREAS, the Company subleases a 206,295± square foot portion of the Facility to Trenton; a 41,500± square foot portion of the Facility to Precise Kit

Company, Inc. and a 62,942± square foot portion of the Facility to International Paper (each a “Sublessee” and collectively, the “Sublessees”); and

WHEREAS, the Company will amend the sublease with Trenton such that Trenton will occupy an additional 60,000± square feet of the Facility as a result of the Project; and

WHEREAS, the Facility is the subject of a PILOT Agreement dated as of July 1, 2015 (the “Existing PILOT Agreement”) pursuant to which the Company makes fixed annual PILOT Payments of \$75,000; and

WHEREAS, the Company will continue to lease the Facility to the Agency pursuant to an amended Lease Agreement and the Agency will continue to lease the Facility back to the Company pursuant to an amended Leaseback Agreement; and

WHEREAS, the Agency by resolution duly adopted on January 15, 2025 (the “Resolution”) decided to proceed under the provisions of the Act to extend its leasehold interest in the Facility and directed that a public hearing be held so that all persons with views in favor of or opposed to either the financial assistance contemplated by the Agency, or the location or nature of the Facility, could be heard; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company (the “Financial Assistance”) in the form of:

- Exemptions from sales and use taxes on materials and equipment purchased in connection with the Project, the value of which is estimated at \$131,250; and
- Abatement of real property taxes, the value of which is estimated at \$687,002; and

WHEREAS, the proposed financial assistance represents a deviation from the Agency’s Uniform Tax Exemption Policy (the “Policy”) in the following respects: the Agency will extend the Existing PILOT Agreement such that the Company will make a fixed annual PILOT Payment of \$125,000 during years 11 - 15; and

WHEREAS, on January 16, 2025 the Agency delivered notices to all affected taxing jurisdictions describing the Financial Assistance and the Agency’s reasons for deviating from its Policy, and also providing the location, date and time of the public hearing and this meeting so that each may comment on the Financial Assistance; and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities which may arise in connection with the transaction contemplated by the lease of the land and the transfer of a leasehold interest in the Facility.

NOW, THEREFORE, BE IT RESOLVED by the City of Utica Industrial Development Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Agency hereby finds and determines:

(a) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(b) The Facility constitutes a “project”, as such term is defined in the Act; and

(c) The renovation and equipping of the Facility, the Financial Assistance in furtherance of the Facility and the leasing of the Facility to the Company will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the City of Utica and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The renovation and equipping of the Facility is reasonably necessary to induce the Company to maintain and expand its business operation in the State of New York; and

(e) Based upon representations of the Company and the Company's Counsel, the Facility conforms with the local zoning laws and planning regulations of the City of Utica and all regional and local land use plans for the area in which the Facility is located; and

(f) It is desirable and in the public interest for the Agency to extend its leasehold interest in the Facility and continue to lease the Facility to the Company; and

(g) The SEQRA findings adopted by the Agency on January 15, 2025, encompassed the actions to be undertaken by this resolution and no changes have been made since that time to the proposed action that would create new or increased adverse environmental impacts; and

(h) The First Amended and Restated Lease Agreement (the "Lease Agreement") will be an effective instrument whereby the Company extends its leasehold interest in the Facility to the Agency; and

(i) the First Amended and Restated Leaseback Agreement (the "Leaseback Agreement") will be an effective instrument whereby the Agency continues to lease the Facility back to the Company pursuant to amended terms and conditions; and

(j) the First Amended and Restated Payment-In-Lieu-of-Tax Agreement by and between the Agency and the Company (the "PILOT Agreement"), in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency and the Company amend the Existing PILOT Agreement to set forth the terms and conditions of their agreement regarding the Company's payments in lieu of real property taxes relating to the Project; and

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

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) maintain and extend its leasehold interest in the Facility from the Company pursuant to the Lease Agreement; (ii) execute, deliver and perform the Lease Agreement; (iii) extend the lease of the Facility back to the Company pursuant to the Leaseback Agreement, (iv) execute, deliver and perform the Leaseback Agreement, (v) execute, deliver and perform the PILOT Agreement, (vi) execute, deliver and perform the Environmental Compliance and Indemnification Agreement and (vii) deviate from its Policy by granting the Financial Assistance.

Section 3. The Agency is hereby authorized to extend its leasehold interest in the real property described in Exhibit A to the Lease Agreement and to acquire a leasehold interest in the personal property described in Exhibit B to the Lease Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 4. The form and substance of the Lease Agreement, the Leaseback Agreement, the PILOT Agreement and the Environmental Compliance and Indemnification Agreement (each in substantially the forms presented to the

Agency and which, prior to the execution and delivery thereof, may be redated) are hereby approved.

Section 5.

(a) The Chairman, Vice Chairman, Secretary or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Lease Agreement, the Leaseback Agreement, the PILOT Agreement and the Environmental Compliance and Indemnification Agreement, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Secretary or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "Closing Documents"). The execution thereof by the Chairman, Vice Chairman, or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, Secretary or member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Leaseback Agreement).

Section 6. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Closing Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Closing Documents binding upon the Agency.

Section 7. This resolution shall take effect immediately.

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

I, the undersigned Assistant Secretary of the City of Utica Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the City of Utica Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on February 5, 2025 with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

That the Lease Agreement, the Leaseback Agreement, the PILOT Agreement and the Environmental Compliance and Indemnification Agreement contained in this transcript of proceedings are each in substantially the form presented to the Agency and/or approved by said meeting.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, (ii) pursuant to Sections 103a and 104 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout.

IN WITNESS WHEREOF, I have hereunto set my hand as of February 5, 2025.

CITY OF UTICA INDUSTRIAL
DEVELOPMENT AGENCY

By:



Jack N. Spaeth
Assistant Secretary