

Steel G Tax Deviation Resolution

A regular meeting of the Nassau County Industrial Development Agency (the "Agency") was convened in public session at the offices of the Agency at 1550 Franklin Avenue, Mineola, Nassau County, New York, on February 11, 2015, at 5:00 p.m. local time.

The meeting was called to order by the Chairman and, upon roll being called, the following members of the Agency were:

PRESENT:

| | |
|-------------------|-----------------|
| Timothy Williams | Chairman |
| John Coumatos | Vice Chairman |
| Christopher Fusco | Asst. Secretary |

ABSENT:

| | |
|---------------|-----------|
| Gary Weiss | Secretary |
| Michael Rodin | |

THE FOLLOWING ADDITIONAL PERSONS WERE PRESENT:

| | |
|------------------------|----------------------------------|
| Joseph J. Kearney | Executive Director |
| Joseph Foarile | Chief Financial Officer |
| Colleen Pereira | Administrative Director |
| Nicholas Terzulli | Director of Business Development |
| Edward Ambrosino, Esq. | General Counsel |
| Paul O'Brien, Esq. | Bond/Transaction Counsel |

The attached resolution no. 2015-05 was offered by J. Coumatos, seconded by C. Fusco:

Resolution No. 2015-05

RESOLUTION AUTHORIZING A DEVIATION FROM THE UNIFORM
TAX EXEMPTION POLICY OF THE NASSAU COUNTY
INDUSTRIAL DEVELOPMENT AGENCY WITH RESPECT
TO A PROJECT FOR STEEL G, LLC

WHEREAS, the Nassau County Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title I 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 674 of the 1975 Laws of New York, as amended, constituting Section 922 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 manufacturing, industrial and commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry 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, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act), or to cause said projects to be acquired, constructed, reconstructed and installed and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, Steel G, LLC, a limited liability company organized and existing under the laws of the State of Delaware and qualified to do business in the State of New York as a foreign limited liability company (the "Applicant") has submitted an application (the "Application") to the Agency requesting that the Agency consider undertaking a project (the "Project") consisting of the following: (A)(1) the acquisition of an interest in an approximately 16 acre parcel of land located at 201 Grumman Road West, Bethpage, Town of Oyster Bay, Nassau County, New York (Section: 46; Block: 323; Lot: 247) (the "Land"), (2) the renovation of the existing approximately 161,000 square foot building located on the Land (the "Existing Building"), (3) the construction of an approximately 39,000 square foot building on the Land (the "New Building" and together with the Existing Building, collectively, the "Building"), together with related improvements to the Land, and (4) the acquisition of certain furniture, fixtures, machinery and equipment necessary for the completion thereof (the "Equipment"), all of the foregoing for use as a multi-tenant office, warehouse and industrial facility (collectively, the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing, in the form of potential exemptions or partial exemptions from real

property taxes, mortgage recording taxes and sales and use taxes (collectively, the "Financial Assistance"); (C) the lease (with an obligation to purchase), license or sale of the Project Facility to the Applicant or such other entity(ies) as may be designated by the Applicant and agreed upon by the Agency; and (D) the sublease of the New Building and certain portions of the Land to FedEx Freight, Inc. or such other entity(ies) as may be designated by the Applicant and agreed upon by the Agency; and

WHEREAS, the Application states that the Applicant is seeking an exemption from real property taxes with respect to the Project Facility that constitutes a deviation from the Agency's Uniform Tax Exemption Policy (the "Tax Exemption Policy"); and

WHEREAS, pursuant to Section 874(4) of the Act, the Executive Director of the Agency (A) caused a letter dated January 26, 2015 (the "Pilot Deviation Notice Letter") to be mailed to the chief executive officer of each affected tax jurisdiction, informing said individuals that the Agency would, at its meeting on February 11, 2015 (the "IDA Meeting"), consider a proposed deviation from the Tax Exemption Policy with respect to the payment in lieu of taxes agreement to be entered into by the Agency with respect to the Project Facility; and (B) conducted the IDA Meeting on the date hereof and reviewed any comments and correspondence received from the affected tax jurisdictions with respect to the proposed deviation from the Tax Exemption Policy; and

WHEREAS, the Agency desires to provide for compliance with the provisions of Section 874(4) of the Act with respect to the proposed deviation from the Tax Exemption Policy;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency hereby determines that the Agency has fully complied with the requirements of Section 874(4) of the Act relating to the proposed deviation from the Tax Exemption Policy.

Section 2. Having reviewed all comments and correspondence received at or prior to the IDA Meeting from the affected tax jurisdictions, the Agency hereby approves the proposed deviation from the Tax Exemption Policy as described in the Pilot Deviation Notice Letter (a copy of which is attached hereto as Exhibit A) because (i) the proposed property tax exemption is necessary to induce the Applicant to undertake the Project, and (ii) the PILOT payments would not be lower than the real property taxes that would otherwise apply with respect to the Land and the existing improvements thereon as of the Closing Date.

Section 3. The Chairman, Vice Chairman, Administrative Director and Executive Director of the Agency are each hereby authorized and directed, acting individually or jointly, to distribute copies of this Resolution to the Applicant and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution. If the Agency hereafter adopts appropriate final approving

resolutions with respect to the proposed straight-lease transaction with the Applicant (the "Transaction"), the Chairman, Vice Chairman, Executive Director and Administrative Director of the Agency are each hereby authorized and directed, acting individually or jointly, to cause the Agency to (A) enter into a Payment in Lieu of Taxes Agreement with the Applicant providing, among other things, that the Applicant shall make payments in lieu of taxes consistent with the formula set forth in the Pilot Deviation Notice Letter, and (B) file an application for real property tax exemption with the appropriate assessor(s) with respect to the Project Facility.

Section 4. This Resolution shall take effect immediately, but is subject to and conditioned upon the closing of the Transaction.

ADOPTED: February 11, 2015

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

| | | |
|-------------------|--------|-----|
| Timothy Williams | VOTING | Aye |
| John Coumatos | VOTING | Aye |
| Gary Weiss | ABSENT | |
| Christopher Fusco | VOTING | Aye |
| Michael Rodin | ABSENT | |

The foregoing Resolution was thereupon declared duly adopted.

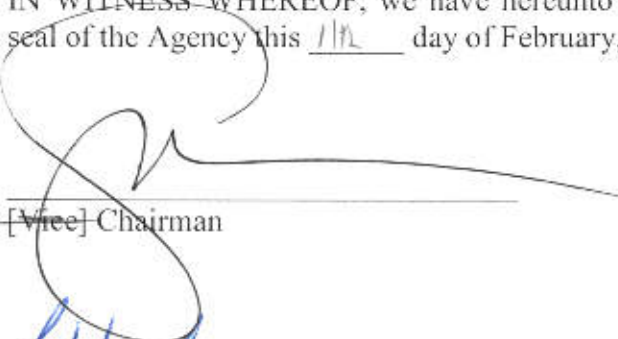
STATE OF NEW YORK)
) SS.:
COUNTY OF NASSAU)

We, the undersigned [Assistant] Secretary and ~~[Vice]~~ Chairman of the Nassau County Industrial Development Agency (the "Agency"), do hereby certify that we have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on February 11, 2015, with the original thereof on file in our office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.


WE FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

WE FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, we have hereunto set our respective hands and affixed the seal of the Agency this 11th day of February, 2015.



~~[Vice]~~ Chairman



[Assistant] Secretary

(SEAL)

EXHIBIT A

Pilot Deviation Notice Letter

See Attached

EDWARD P. MANGANO
COUNTY EXECUTIVE



JOSEPH J. KEARNEY
EXECUTIVE DIRECTOR

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY
THEODORE ROOSEVELT COUNTY EXECUTIVE & LEGISLATIVE BLDG.
1550 FRANKLIN AVENUE, SUITE 235
MINEOLA, NY 11501
TELEPHONE (516) 571-1945 FAX (516) 571-1076
www.nassaida.org

January 26, 2015

**CERTIFIED MAIL, RETURN
RECEIPT REQUESTED and
FIRST CLASS MAIL**

Supervisor John Venditto
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, NY 11771

**NOTICE OF PROPOSED DEVIATION FROM
UNIFORM TAX EXEMPTION POLICY**

Dear Supervisor Venditto:

Notice is hereby given that at a meeting of the Nassau County Industrial Development Agency (the "Agency") to be held on February 11, 2015 at 5:00 p.m. local time at the offices of the Agency at 1550 Franklin Avenue, Suite 235, Mineola, New York, the Agency will consider whether to approve the application of STEEL G, LLC, a limited liability company organized and existing under the laws of the State of Delaware and qualified to do business in the State of New York as a foreign limited liability company (the "Applicant"), for certain "financial assistance" which, if granted, would deviate from the Agency's Uniform Tax Exemption Policy (the "Policy") with respect to the payment of real property taxes. The meeting of the Agency will be open to the public.

The Applicant has submitted an application (the "Application") to the Agency requesting that the Agency consider undertaking a project (the "Project") consisting of the following: (A)(1) the acquisition of an interest in an approximately 16 acre parcel of land located at 201 Grumman Road West, Bethpage, Town of Oyster Bay, Nassau County, New York (Section: 46; Block: 323; Lot: 247) (the "Land"), (2) the renovation of the existing approximately 161,000 square foot building located on the Land (the "Existing Building"), (3) the construction of an approximately 44,000 square foot building on the Land (the "New Building" and together with the Existing

Building, collectively, the "Building")), together with related improvements to the Land, and (4) the acquisition of certain furniture, fixtures, machinery and equipment necessary for the completion thereof (the "Equipment"), all of the foregoing for use as a multi-tenant office, warehouse and industrial facility (collectively, the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing, in the form of potential exemptions or partial exemptions from real property taxes, mortgage recording taxes and sales and use taxes (collectively, the "Financial Assistance"); (C) the lease (with an obligation to purchase), license or sale of the Project Facility to the Applicant or such other entity(ies) as may be designated by the Applicant and agreed upon by the Agency; and (D) the sublease of the New Building and certain portions of the Land to FedEx Freight, Inc. or such other entity(ies) as may be designated by the Applicant and agreed upon by the Agency.

The Application states that the Applicant is seeking an abatement of real property taxes. However, based upon preliminary negotiations between representatives of the Applicant and the Agency, the parties contemplate that the Agency may agree to grant a real property tax exemption (the "Property Tax Exemption") with respect to the Project Facility as follows:

(i) for the period commencing on the date of the closing of the Project transaction (the "Closing Date") to and including the day prior to the Effective Date, payments shall be equal to one hundred percent (100%) of the real property taxes and assessments that would be levied annually upon the Project Facility without taking into consideration the transfer of ownership, jurisdiction, supervision or control of the Project Facility to the Agency; and

(ii) for the period commencing on the Effective Date and continuing for twenty (20) full fiscal tax years thereafter, fixed payments equal to the sum of the BASE PILOT and the IMPROVEMENT PILOT.

Thereafter, and through the end of the term of the lease or installment sale agreement with respect to the Project Facility, the payments would be equal to the real property taxes and assessments that would be payable as if the Project Facility were returned to the tax rolls as taxable property and subject to taxation at its then current, full assessed value, as the same may be reassessed from time to time, and subject to tax rate increases imposed by the affected tax jurisdictions.

For the purposes of the foregoing, the following terms shall have the following meanings:

(a) "BASE PILOT" shall be deemed to mean the amount of all real property taxes and assessments payable on the Land and the existing improvements thereon as of the Closing Date, which amount shall be increased by 1.66% per year (compounded) after the third (3rd) fiscal tax year. Except as set forth in the immediately preceding sentence, the BASE PILOT shall not increase or decrease during the term of the PILOT Agreement to be entered into with respect to the proposed Project. The BASE PILOT shall be reduced by any special taxes, assessments or levies that the Applicant is required to pay separately to the affected tax jurisdictions. In calculating the Base PILOT, the Agency shall take into account the most recent assessment data

(i.e., assessed value and tax rates) available as of the Closing Date including any applicable approved tax certiorari stipulation or other settlement or arrangement with the applicable tax assessor(s).

(b) "IMPROVEMENT PILOT" shall be deemed to mean the product of the following amounts, as determined by the Agency: (i) the Assessed Value of the Improvement, (ii) the PILOT Rate, and (iii) the number 0.01, as phased in and adjusted pursuant to Exhibit A attached hereto. The term "Assessed Value of the Improvement" shall be deemed to mean the product of (y) the fair market value of the Project Facility (less the market value used in the calculation of the BASE PILOT) for real property tax valuation purposes, computed as of the estimated date of completion, as determined by the Agency using a methodology reasonably selected by the Agency, and (z) the level of assessment used by the Nassau County Assessor as of the year in which the Closing Date occurs. The PILOT Rate shall be evidenced by School Tax Bills and General Tax Bills based on the most recent assessment data available to the Agency as of the year in which the Closing Date occurs. The IMPROVEMENT PILOT shall be reduced by any special taxes, assessments or levies that the Applicant is required to pay separately to the affected tax jurisdictions.

(c) "Effective Date" shall be deemed to mean for each affected tax jurisdiction the first day of the first fiscal tax year following the first taxable status date occurring subsequent to the last to occur of (i) the Agency acquiring an interest in the Project Facility, (ii) the filing by the Agency of the appropriate application for tax exemption with the Nassau County Tax Assessor (and any other applicable tax assessors), and (iii) the acceptance of such Application by such assessor(s).

The Property Tax Exemption, if approved by the Agency, would constitute a deviation from the Policy.

The reasons for the deviation are that (i) the Property Tax Exemption, if approved by the Agency, is necessary to induce the Applicant to undertake the Project, and (ii) the PILOT payments would not be lower than the real property taxes that would otherwise apply with respect to the Land and the existing improvements thereon as of the Closing Date.

Sincerely,

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By:


Joseph J. Kearney
Executive Director

Exhibit A

| Period | Begin | End | Assessed Value of Improvement ("AV") | PILOT RATE |
|-------------|--|--------------------------------------|--------------------------------------|---|
| 1 | Closing Date | 1 day prior to Effective Date | N/A | N/A |
| 2 | Effective Date | 1 yr Anniversary of Effective Date | .00 * AV | SUM OF TAX RATES AS OF YEAR OF CLOSING ("RATE") |
| 3 | 1 yr Anniversary of Effective Date | 2 yr Anniversary of Effective Date | .05 * AV | RATE |
| 4 | 2 yr Anniversary of Effective Date | 3 yr Anniversary of Effective Date | .10 * AV | RATE * 1.0186 |
| 5 | 3 yr Anniversary of Effective Date | 4 yr Anniversary of Effective Date | .15 * AV | RATE * 1.0335 |
| 6 | 4 yr Anniversary of Effective Date | 5 yr Anniversary of Effective Date | .20 * AV | RATE * 1.0506 |
| 7 | 5 yr Anniversary of Effective Date | 6 yr Anniversary of Effective Date | .25 * AV | RATE * 1.0681 |
| 8 | 6 yr Anniversary of Effective Date | 7 yr Anniversary of Effective Date | .30 * AV | RATE * 1.0858 |
| 9 | 7 yr Anniversary of Effective Date | 8 yr Anniversary of Effective Date | .35 * AV | RATE * 1.1038 |
| 10 | 8 yr Anniversary of Effective Date | 9 yr Anniversary of Effective Date | .40 * AV | RATE * 1.1221 |
| 11 | 9 yr Anniversary of Effective Date | 10 yr Anniversary of Effective Date | .45 * AV | RATE * 1.1408 |
| 12 | 10 yr Anniversary of Effective Date | 11 yr Anniversary of Effective Date | .50 * AV | RATE * 1.1597 |
| 13 | 11 yr Anniversary of Effective Date | 12 yr Anniversary of Effective Date | .55 * AV | RATE * 1.1790 |
| 14 | 12 yr Anniversary of Effective Date | 13 yr Anniversary of Effective Date | .60 * AV | RATE * 1.1985 |
| 15 | 13 yr Anniversary of Effective Date | 14 yr Anniversary of Effective Date | .65 * AV | RATE * 1.2184 |
| 16 | 14 yr Anniversary of Effective Date | 15 yr Anniversary of Effective Date | .70 * AV | RATE * 1.2387 |
| 17 | 15 yr Anniversary of Effective Date | 16 yr Anniversary of Effective Date | .75 * AV | RATE * 1.2592 |
| 18 | 16 yr Anniversary of Effective Date | 17 yr Anniversary of Effective Date | .80 * AV | RATE * 1.2801 |
| 19 | 17 yr Anniversary of Effective Date | 18 yr Anniversary of Effective Date | .85 * AV | RATE * 1.3014 |
| 20 | 18 yr Anniversary of Effective Date | 19 yr Anniversary of Effective Date | .90 * AV | RATE * 1.3230 |
| 21 | 19 yr Anniversary of Effective Date | 20 yr Anniversary of Effective Date | .95 * AV | |
| TOTAL PILOT | | | | |
| Period | BASE PILOT | IMPROVEMENT PILOT | | |
| 1 | 100 % of taxes as of year of Closing | 100 % of taxes as of year of Closing | BASE PILOT + IMPROVEMENT PILOT | |
| 2 | 100% of taxes as of year of Closing | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 3 | 100% of taxes as of year of Closing | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 4 | 100% of taxes as of year of Closing | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 5 | 100% of taxes as of year of Closing * 1.0186 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 6 | 100% of taxes as of year of Closing * 1.0335 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 7 | 100% of taxes as of year of Closing * 1.0506 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 8 | 100% of taxes as of year of Closing * 1.0681 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 9 | 100% of taxes as of year of Closing * 1.0858 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 10 | 100% of taxes as of year of Closing * 1.1038 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 11 | 100% of taxes as of year of Closing * 1.1221 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 12 | 100% of taxes as of year of Closing * 1.1408 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 13 | 100% of taxes as of year of Closing * 1.1597 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 14 | 100% of taxes as of year of Closing * 1.1790 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |

| | | | | |
|----|-------------------------------------|----------|---------------|--------------------------------|
| 15 | 100% of taxes as of year of Closing | * 1,1985 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT |
| 16 | 100% of taxes as of year of Closing | * 1,2184 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT |
| 17 | 100% of taxes as of year of Closing | * 1,2387 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT |
| 18 | 100% of taxes as of year of Closing | * 1,2592 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT |
| 19 | 100% of taxes as of year of Closing | * 1,2801 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT |
| 20 | 100% of taxes as of year of Closing | * 1,3014 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT |
| 21 | 100% of taxes as of year of Closing | * 1,3230 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT |

EDWARD P. MANGANO
COUNTY EXECUTIVE



JOSEPH J. KEARNEY
EXECUTIVE DIRECTOR

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY
THEODORE ROOSEVELT COUNTY EXECUTIVE & LEGISLATIVE BLDG.
1550 FRANKLIN AVENUE, SUITE 235
MINEOLA, NY 11501
TELEPHONE (516) 571-1945 FAX (516) 571-1076
www.nassaida.org

January 26, 2015

CERTIFIED MAIL, RETURN
RECEIPT REQUESTED and
FIRST CLASS MAIL

Superintendent Terrence Clark
Bethpage Union Free School District
Administration Building
10 Cherry Avenue
Bethpage, NY 11714

NOTICE OF PROPOSED DEVIATION FROM
UNIFORM TAX EXEMPTION POLICY

Dear Superintendent Clark:

Notice is hereby given that at a meeting of the Nassau County Industrial Development Agency (the "Agency") to be held on February 11, 2015 at 5:00 p.m. local time at the offices of the Agency at 1550 Franklin Avenue, Suite 235, Mineola, New York, the Agency will consider whether to approve the application of STEEL G. LLC, a limited liability company organized and existing under the laws of the State of Delaware and qualified to do business in the State of New York as a foreign limited liability company (the "Applicant"), for certain "financial assistance" which, if granted, would deviate from the Agency's Uniform Tax Exemption Policy (the "Policy") with respect to the payment of real property taxes. The meeting of the Agency will be open to the public.

The Applicant has submitted an application (the "Application") to the Agency requesting that the Agency consider undertaking a project (the "Project") consisting of the following: (A)(1)

the acquisition of an interest in an approximately 16 acre parcel of land located at 201 Grumman Road West, Bethpage, Town of Oyster Bay, Nassau County, New York (Section: 46; Block: 323; Lot: 247) (the "Land"), (2) the renovation of the existing approximately 161,000 square foot building located on the Land (the "Existing Building"), (3) the construction of an approximately 44,000 square foot building on the Land (the "New Building" and together with the Existing Building, collectively, the "Building")), together with related improvements to the Land, and (4) the acquisition of certain furniture, fixtures, machinery and equipment necessary for the completion thereof (the "Equipment"), all of the foregoing for use as a multi-tenant office, warehouse and industrial facility (collectively, the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing, in the form of potential exemptions or partial exemptions from real property taxes, mortgage recording taxes and sales and use taxes (collectively, the "Financial Assistance"); (C) the lease (with an obligation to purchase), license or sale of the Project Facility to the Applicant or such other entity(ies) as may be designated by the Applicant and agreed upon by the Agency; and (D) the sublease of the New Building and certain portions of the Land to FedEx Freight, Inc. or such other entity(ies) as may be designated by the Applicant and agreed upon by the Agency.

The Application states that the Applicant is seeking an abatement of real property taxes. However, based upon preliminary negotiations between representatives of the Applicant and the Agency, the parties contemplate that the Agency may agree to grant a real property tax exemption (the "Property Tax Exemption") with respect to the Project Facility as follows:

(i) for the period commencing on the date of the closing of the Project transaction (the "Closing Date") to and including the day prior to the Effective Date, payments shall be equal to one hundred percent (100%) of the real property taxes and assessments that would be levied annually upon the Project Facility without taking into consideration the transfer of ownership, jurisdiction, supervision or control of the Project Facility to the Agency; and

(ii) for the period commencing on the Effective Date and continuing for twenty (20) full fiscal tax years thereafter, fixed payments equal to the sum of the BASE PILOT and the IMPROVEMENT PILOT.

Thereafter, and through the end of the term of the lease or installment sale agreement with respect to the Project Facility, the payments would be equal to the real property taxes and assessments that would be payable as if the Project Facility were returned to the tax rolls as taxable property and subject to taxation at its then current, full assessed value, as the same may be reassessed from time to time, and subject to tax rate increases imposed by the affected tax jurisdictions.

For the purposes of the foregoing, the following terms shall have the following meanings:

(a) "BASE PILOT" shall be deemed to mean the amount of all real property taxes and assessments payable on the Land and the existing improvements thereon as of the Closing Date, which amount shall be increased by 1.66% per year (compounded) after the third (3rd) fiscal tax year. Except as set forth in the immediately preceding sentence, the BASE PILOT shall not

increase or decrease during the term of the PILOT Agreement to be entered into with respect to the proposed Project. The BASE PILOT shall be reduced by any special taxes, assessments or levies that the Applicant is required to pay separately to the affected tax jurisdictions. In calculating the Base PILOT, the Agency shall take into account the most recent assessment data (i.e., assessed value and tax rates) available as of the Closing Date including any applicable approved tax certiorari stipulation or other settlement or arrangement with the applicable tax assessor(s).

(b) "IMPROVEMENT PILOT" shall be deemed to mean the product of the following amounts, as determined by the Agency: (i) the Assessed Value of the Improvement, (ii) the PILOT Rate, and (iii) the number 0.01, as phased in and adjusted pursuant to Exhibit A attached hereto. The term "Assessed Value of the Improvement" shall be deemed to mean the product of (y) the fair market value of the Project Facility (less the market value used in the calculation of the BASE PILOT) for real property tax valuation purposes, computed as of the estimated date of completion, as determined by the Agency using a methodology reasonably selected by the Agency, and (z) the level of assessment used by the Nassau County Assessor as of the year in which the Closing Date occurs. The PILOT Rate shall be evidenced by School Tax Bills and General Tax Bills based on the most recent assessment data available to the Agency as of the year in which the Closing Date occurs. The IMPROVEMENT PILOT shall be reduced by any special taxes, assessments or levies that the Applicant is required to pay separately to the affected tax jurisdictions.

(c) "Effective Date" shall be deemed to mean for each affected tax jurisdiction the first day of the first fiscal tax year following the first taxable status date occurring subsequent to the last to occur of (i) the Agency acquiring an interest in the Project Facility, (ii) the filing by the Agency of the appropriate application for tax exemption with the Nassau County Tax Assessor (and any other applicable tax assessors), and (iii) the acceptance of such Application by such assessor(s).

The Property Tax Exemption, if approved by the Agency, would constitute a deviation from the Policy.

The reasons for the deviation are that (i) the Property Tax Exemption, if approved by the Agency, is necessary to induce the Applicant to undertake the Project, and (ii) the PILOT payments would not be lower than the real property taxes that would otherwise apply with respect to the Land and the existing improvements thereon as of the Closing Date.

Sincerely,

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Joseph J. Kearney
Executive Director

Exhibit A

| Period | Begin | End | Assessed Value of Improvement ("AV") | PILOT RATE |
|-------------|--|--------------------------------------|--------------------------------------|---|
| 1 | Closing Date | 1 day prior to Effective Date | N/A | N/A |
| 2 | Effective Date | 1 yr Anniversary of Effective Date | .00 * AV | SUM OF TAX RATES AS OF YEAR OF CLOSING ("RATE") |
| 3 | 1 yr Anniversary of Effective Date | 2 yr Anniversary of Effective Date | .05 * AV | RATE |
| 4 | 2 yr Anniversary of Effective Date | 3 yr Anniversary of Effective Date | .10 * AV | RATE * 1.0166 |
| 5 | 3 yr Anniversary of Effective Date | 4 yr Anniversary of Effective Date | .15 * AV | RATE * 1.0335 |
| 6 | 4 yr Anniversary of Effective Date | 5 yr Anniversary of Effective Date | .20 * AV | RATE * 1.0506 |
| 7 | 5 yr Anniversary of Effective Date | 6 yr Anniversary of Effective Date | .25 * AV | RATE * 1.0681 |
| 8 | 6 yr Anniversary of Effective Date | 7 yr Anniversary of Effective Date | .30 * AV | RATE * 1.0855 |
| 9 | 7 yr Anniversary of Effective Date | 8 yr Anniversary of Effective Date | .35 * AV | RATE * 1.1038 |
| 10 | 8 yr Anniversary of Effective Date | 9 yr Anniversary of Effective Date | .40 * AV | RATE * 1.1221 |
| 11 | 9 yr Anniversary of Effective Date | 10 yr Anniversary of Effective Date | .45 * AV | RATE * 1.1408 |
| 12 | 10 yr Anniversary of Effective Date | 11 yr Anniversary of Effective Date | .50 * AV | RATE * 1.1597 |
| 13 | 11 yr Anniversary of Effective Date | 12 yr Anniversary of Effective Date | .55 * AV | RATE * 1.1790 |
| 14 | 12 yr Anniversary of Effective Date | 13 yr Anniversary of Effective Date | .60 * AV | RATE * 1.1985 |
| 15 | 13 yr Anniversary of Effective Date | 14 yr Anniversary of Effective Date | .65 * AV | RATE * 1.2184 |
| 16 | 14 yr Anniversary of Effective Date | 15 yr Anniversary of Effective Date | .70 * AV | RATE * 1.2387 |
| 17 | 15 yr Anniversary of Effective Date | 16 yr Anniversary of Effective Date | .75 * AV | RATE * 1.2592 |
| 18 | 16 yr Anniversary of Effective Date | 17 yr Anniversary of Effective Date | .80 * AV | RATE * 1.2801 |
| 19 | 17 yr Anniversary of Effective Date | 18 yr Anniversary of Effective Date | .85 * AV | RATE * 1.3014 |
| 20 | 18 yr Anniversary of Effective Date | 19 yr Anniversary of Effective Date | .90 * AV | RATE * 1.3230 |
| 21 | 19 yr Anniversary of Effective Date | 20 yr Anniversary of Effective Date | .95 * AV | |
| TOTAL PILOT | | | | |
| Period | BASE PILOT | IMPROVEMENT PILOT | TOTAL PILOT | |
| 1 | 100 % of taxes as of year of Closing | 100 % of taxes as of year of Closing | BASE PILOT + IMPROVEMENT PILOT | |
| 2 | 100% of taxes as of year of Closing | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 3 | 100% of taxes as of year of Closing | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 4 | 100% of taxes as of year of Closing | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 5 | 100% of taxes as of year of Closing * 1.0166 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 6 | 100% of taxes as of year of Closing * 1.0335 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 7 | 100% of taxes as of year of Closing * 1.0506 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 8 | 100% of taxes as of year of Closing * 1.0681 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 9 | 100% of taxes as of year of Closing * 1.0858 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 10 | 100% of taxes as of year of Closing * 1.1038 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 11 | 100% of taxes as of year of Closing * 1.1221 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 12 | 100% of taxes as of year of Closing * 1.1408 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 13 | 100% of taxes as of year of Closing * 1.1597 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 14 | 100% of taxes as of year of Closing * 1.1790 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |

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|----|--|---------------|--------------------------------|--|
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| 16 | 100% of taxes as of year of Closing * 1.2184 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
| 17 | 100% of taxes as of year of Closing * 1.2387 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |
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| 21 | 100% of taxes as of year of Closing * 1.3230 | AV*PILOT RATE | BASE PILOT + IMPROVEMENT PILOT | |

EDWARD P. MANGANO
COUNTY EXECUTIVE



JOSEPH J. KEARNEY
EXECUTIVE DIRECTOR

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY
THEODORE ROOSEVELT COUNTY EXECUTIVE & LEGISLATIVE BLDG.
1550 FRANKLIN AVENUE, SUITE 235
MINEOLA, NY 11501
TELEPHONE (516) 571-1945 FAX (516) 571-1076
www.nassaidia.org

January 26, 2015

**CERTIFIED MAIL, RETURN
RECEIPT REQUESTED and
FIRST CLASS MAIL**

County Executive Edward P. Mangano
County of Nassau
1550 Franklin Avenue
Mineola, NY 11501

**NOTICE OF PROPOSED DEVIATION FROM
UNIFORM TAX EXEMPTION POLICY**

Dear County Executive Mangano:

Notice is hereby given that at a meeting of the Nassau County Industrial Development Agency (the "Agency") to be held on February 11, 2015 at 5:00 p.m. local time at the offices of the Agency at 1550 Franklin Avenue, Suite 235, Mineola, New York, the Agency will consider whether to approve the application of STEEL G, LLC, a limited liability company organized and existing under the laws of the State of Delaware and qualified to do business in the State of New York as a foreign limited liability company (the "Applicant"), for certain "financial assistance" which, if granted, would deviate from the Agency's Uniform Tax Exemption Policy (the "Policy") with respect to the payment of real property taxes. The meeting of the Agency will be open to the public.

The Applicant has submitted an application (the "Application") to the Agency requesting that the Agency consider undertaking a project (the "Project") consisting of the following: (A)(1) the acquisition of an interest in an approximately 16 acre parcel of land located at 201 Grumman Road West, Bethpage, Town of Oyster Bay, Nassau County, New York (Section: 46; Block: 323;

Lot: 247) (the "Land"), (2) the renovation of the existing approximately 161,000 square foot building located on the Land (the "Existing Building"), (3) the construction of an approximately 44,000 square foot building on the Land (the "New Building" and together with the Existing Building, collectively, the "Building"), together with related improvements to the Land, and (4) the acquisition of certain furniture, fixtures, machinery and equipment necessary for the completion thereof (the "Equipment"), all of the foregoing for use as a multi-tenant office, warehouse and industrial facility (collectively, the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing, in the form of potential exemptions or partial exemptions from real property taxes, mortgage recording taxes and sales and use taxes (collectively, the "Financial Assistance"); (C) the lease (with an obligation to purchase), license or sale of the Project Facility to the Applicant or such other entity(ies) as may be designated by the Applicant and agreed upon by the Agency; and (D) the sublease of the New Building and certain portions of the Land to FedEx Freight, Inc. or such other entity(ies) as may be designated by the Applicant and agreed upon by the Agency.

The Application states that the Applicant is seeking an abatement of real property taxes. However, based upon preliminary negotiations between representatives of the Applicant and the Agency, the parties contemplate that the Agency may agree to grant a real property tax exemption (the "Property Tax Exemption") with respect to the Project Facility as follows:

(i) for the period commencing on the date of the closing of the Project transaction (the "Closing Date") to and including the day prior to the Effective Date, payments shall be equal to one hundred percent (100%) of the real property taxes and assessments that would be levied annually upon the Project Facility without taking into consideration the transfer of ownership, jurisdiction, supervision or control of the Project Facility to the Agency; and

(ii) for the period commencing on the Effective Date and continuing for twenty (20) full fiscal tax years thereafter, fixed payments equal to the sum of the BASE PILOT and the IMPROVEMENT PILOT.

Thereafter, and through the end of the term of the lease or installment sale agreement with respect to the Project Facility, the payments would be equal to the real property taxes and assessments that would be payable as if the Project Facility were returned to the tax rolls as taxable property and subject to taxation at its then current, full assessed value, as the same may be reassessed from time to time, and subject to tax rate increases imposed by the affected tax jurisdictions.

For the purposes of the foregoing, the following terms shall have the following meanings:

(a) "BASE PILOT" shall be deemed to mean the amount of all real property taxes and assessments payable on the Land and the existing improvements thereon as of the Closing Date, which amount shall be increased by 1.66% per year (compounded) after the third (3rd) fiscal tax year. Except as set forth in the immediately preceding sentence, the BASE PILOT shall not increase or decrease during the term of the PILOT Agreement to be entered into with respect to the proposed Project. The BASE PILOT shall be reduced by any special taxes, assessments or

levies that the Applicant is required to pay separately to the affected tax jurisdictions. In calculating the Base PILOT, the Agency shall take into account the most recent assessment data (i.e., assessed value and tax rates) available as of the Closing Date including any applicable approved tax certiorari stipulation or other settlement or arrangement with the applicable tax assessor(s).

(b) "IMPROVEMENT PILOT" shall be deemed to mean the product of the following amounts, as determined by the Agency: (i) the Assessed Value of the Improvement, (ii) the PILOT Rate, and (iii) the number 0.01, as phased in and adjusted pursuant to Exhibit A attached hereto. The term "Assessed Value of the Improvement" shall be deemed to mean the product of (y) the fair market value of the Project Facility (less the market value used in the calculation of the BASE PILOT) for real property tax valuation purposes, computed as of the estimated date of completion, as determined by the Agency using a methodology reasonably selected by the Agency, and (z) the level of assessment used by the Nassau County Assessor as of the year in which the Closing Date occurs. The PILOT Rate shall be evidenced by School Tax Bills and General Tax Bills based on the most recent assessment data available to the Agency as of the year in which the Closing Date occurs. The IMPROVEMENT PILOT shall be reduced by any special taxes, assessments or levies that the Applicant is required to pay separately to the affected tax jurisdictions.

(c) "Effective Date" shall be deemed to mean for each affected tax jurisdiction the first day of the first fiscal tax year following the first taxable status date occurring subsequent to the last to occur of (i) the Agency acquiring an interest in the Project Facility, (ii) the filing by the Agency of the appropriate application for tax exemption with the Nassau County Tax Assessor (and any other applicable tax assessors), and (iii) the acceptance of such Application by such assessor(s).

The Property Tax Exemption, if approved by the Agency, would constitute a deviation from the Policy.

The reasons for the deviation are that (i) the Property Tax Exemption, if approved by the Agency, is necessary to induce the Applicant to undertake the Project, and (ii) the PILOT payments would not be lower than the real property taxes that would otherwise apply with respect to the Land and the existing improvements thereon as of the Closing Date.

Sincerely,

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY


By: 
Joseph J. Kearney
Executive Director

Exhibit A

| Period | Begin | End | Assessed Value of Improvement ("AV") | Pilot Rate |
|--------|--|--------------------------------------|--------------------------------------|---|
| 1 | Closing Date | 1 day prior to Effective Date | N/A | N/A |
| 2 | Effective Date | 1 yr Anniversary of Effective Date | .00 * AV | SUM OF TAX RATES AS OF YEAR OF CLOSING ("RATE") |
| 3 | 1 yr Anniversary of Effective Date | 2 yr Anniversary of Effective Date | .05 * AV | RATE |
| 4 | 2 yr Anniversary of Effective Date | 3 yr Anniversary of Effective Date | .10 * AV | RATE * 1.0166 |
| 5 | 3 yr Anniversary of Effective Date | 4 yr Anniversary of Effective Date | .15 * AV | RATE * 1.0335 |
| 6 | 4 yr Anniversary of Effective Date | 5 yr Anniversary of Effective Date | .20 * AV | RATE * 1.0506 |
| 7 | 5 yr Anniversary of Effective Date | 6 yr Anniversary of Effective Date | .25 * AV | RATE * 1.0681 |
| 8 | 6 yr Anniversary of Effective Date | 7 yr Anniversary of Effective Date | .30 * AV | RATE * 1.0858 |
| 9 | 7 yr Anniversary of Effective Date | 8 yr Anniversary of Effective Date | .35 * AV | RATE * 1.1038 |
| 10 | 8 yr Anniversary of Effective Date | 9 yr Anniversary of Effective Date | .40 * AV | RATE * 1.1221 |
| 11 | 9 yr Anniversary of Effective Date | 10 yr Anniversary of Effective Date | .45 * AV | RATE * 1.1406 |
| 12 | 10 yr Anniversary of Effective Date | 11 yr Anniversary of Effective Date | .50 * AV | RATE * 1.1597 |
| 13 | 11 yr Anniversary of Effective Date | 12 yr Anniversary of Effective Date | .55 * AV | RATE * 1.1790 |
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