

**Agenda**  
**Griffiss Local Development Corporation**  
**584 Phoenix Dr.**  
**Rome, NY 13441**  
**Thursday, March 26, 2026**  
**4:00 PM**

[GLDC March Meeting | Meeting-Join | Microsoft Teams](#)

1. Call Meeting to Order
2. Approval of Minutes: 2/5/26 **(Action)**
3. Finance & Administration Report
  - a. Authorize Additional Bank Representative **(Action)**
4. Committee Reports:
  - a. Executive Committee
  - b. Ethics Committee
  - c. Governance Committee
  - d. Audit Committee
    - i. 2025 Audit Report Approval **(Action)**
  - e. Finance Committee
  - f. Nominating Committee
5. New Business:
  - a. Authorize to ratify and Confirm PAAA Submissions **(Action)**
  - b. Authority Mission Statement and Performance Measures **(Action)**
  - c. Atlantic Testing Laboratories Lease Extension **(Action)**
  - d. Coleman Spohn Sublease Extension **(Action)**
  - e. Chobani Project Matters **(Action)**
    - i. A. EASEMENTS TO NATIONAL GRID and GUSC
    - ii. B. LICENSE TO NATIONAL GRID (Laydown/Staging Area)
    - iii. C. LICENSE TO CHOBANI LLC
  - f. Griffiss Institute **(Action)**
    - i. Memorandum for the GLDC Board.
    - ii. GLDC Resolution authorizing the execution of the two Unanimous Written Consents attached thereto; and
    - iii. Secretary's Certificate relating to the GLDC Exclusion Resolution.
6. Old Business
7. Executive Session
8. Adjourn Meeting

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**Minutes**  
**Griffiss Local Development Corporation**  
**584 Phoenix Dr.**  
**Rome, NY 13441**  
**Thursday, February 5, 2026**  
**4:00 PM**

**Members Present:** Jim Cusack, Frank Vetrone, Elis DeLia, Kevin Martin, Mike Manuele, Evan Degennaro (Teams), Eric Macdiarmid Chad Lawrence, Deb Grogan

**Staff Present:** Frank Sanzone, Marc Barraco, Rachel Hadden, Shawna Papale, CJ Hanrahan, Zach Joyce, Julie Daskiewich, Jeff Reher, Jordan Swalgin, Lauren DiMaggio

**Guests Present:** Jef Saunders

**Absent:** Erin Weiman

1. **Call to Order:** The meeting was called to order at **3:59PM**.
2. Approval of Minutes: 12/18/25  
**A motion to approve the December 18, 2025, minutes was made by Kevin Martin and seconded by Chad Lawrence. The directors were all in favor, none opposed. Motion carried.**
3. Finance/Administration Report
  - I. Financial Reports

The financials from 12/31/2025 were presented by Rachel Hadden and reviewed.

### Highlights

- **Year-over-year cash decreased ~37%** due to insurance proceeds having been spent, and costs related to the EDA gas conversion project.
- **Accounts Receivable:**
  - AR booked for gas conversion project requisition (pending billing).
  - AR booked for the Sovena City School PILOT payment due in December; payment was collected in January.
- **Current Liabilities:** Increased by **\$417,000**, largely due to the Ritter contract for 13212, which will be repaid with EPA RLF grant funding loan.

### Revenue & Expenses

- **Revenue:** 21% exceeded budget, due to collecting unbudgeted CGR revenue.
- **Expenses 18% Over Budget:**
  - Grounds & snow removal slightly over, attributed to a harsh prior winter.
  - CGR expenses are still incurred that were not budgeted for.

### Depreciation Discussion

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Board members questioned the appearance of a **~\$453,000 net loss**, which was clarified to be primarily depreciation—a non-cash accounting impact. Staff will follow up with non-depreciation-adjusted figures.

### **Cash Position**

Management confirmed that the organization currently has adequate cash to cover expenses. No further questions were raised. No motion was made.

No official motion was made.

## 4. New Business

### I. First Amendment to REPSA between GLDC and Indus Premises: Corner of Geiger Road and Griffiss Parkway – **Action**

- Indus Group is purchasing **just under 5.8 acres** at the first traffic circle near Geiger.
- They requested a **3-month extension** to complete due-diligence and preparatory work due to water supply line adjustments being undertaken by the city.
- The project includes a **hotel**, with potential small retail or coffee shop pad site.
- Site has been staked out and borings completed.
- Anticipated project timeline:
  - **Shovel in the ground:** April–May
  - **Estimated completion:** ~12 months; aim to enclose structure before winter.

**A motion was made by James Cusack to approve the First Amendment extension and seconded by Frank Veterone. The board voted all in favor, none opposed. Motion carried.**

### II. Frank Sanzone: **GLDC Plowing and Mowing Presentation**

Frank Sanzone and Jordan Swalgin presented an overview of GLDC's extensive grounds and snow operations, noting the large service area, heavy workload, and reliance on aging equipment. They highlighted challenges from delayed equipment approvals, including dependence on decades-old loaders and rising replacement costs. Frank requested approval and authorization to purchase a new loader. The board expressed support for the request.

**A motion was made by James Cusack to approve \$220,000.00 in spending towards a new loader for GLDC operations, Mike Manuele seconded the motion. The board voted all in favor, none opposed. Motion carried.**

Draft

### III. License Agreement Miron (Chobani) - **Action**

Jef Saunders reported that the County requested the license be issued directly to Chobani, not their contractor. Insurance requirements will match IDA standards.

**A motion to approve the updated license agreement was made by Kevin Martin and seconded by Chad Lawrence. The board voted all in favor, none opposed. Motion carried.**

#### 5. Old Business/Other

Upcoming Easement Request (Chobani Electrical Service)

- The County informed staff of a need for an easement to install electrical equipment providing service to Chobani.
- Location to be determined, may require survey work.
- Board will review a formal request once submitted.

#### 6. Executive Session

No executive session was held.

#### 7. Adjourn Meeting

**With no further business, the meeting was adjourned at 4:40.**

Respectfully submitted,  
CJ Hanrahan  
GLDC Secretary

**Griffiss Local Development Corporation**  
**Notes to the Financial Statements**  
**February 28, 2026**

**Balance Sheet**

1. Cash decreased by approximately \$508K compared to the prior year, mainly due to spending insurance proceeds towards roof repair on Bldg 776 and spending down on the EDA award for gas conversion.
2. AR is up from last year, there is \$474K of grant funds receivable from the EDA and Gas Conversion project.
3. Capital purchases in 2026 include a Bobcat and Loader; land improvements increased due to the demo of building 212. This will be reversed once the land has been sold to Bonacio.
4. Current liabilities have increased by approximately \$770K; this is primarily due to the increase in accounts payable from last year for the payment to Ritter regarding Bldg 212 demolition, and an Ontario HVAC invoice for the gas conversion project.
5. Long-Term liabilities have decreased due to the normal debt amortization
6. Fund balance has decreased 2%

**Statement of Revenue and Expense**

1. Total year to date revenue has exceeded the budget by \$45K. Mostly related to CGR activity and timing on receiving the Sovena TIF revenue.
2. Expenses are over budget due to overtime with winter storms and the associated costs, increased electrical bills.
3. Year to date net loss on operations is \$10K, this is directly due to the purchase of the loader and bobcat which were capitalized. These purchases flow through the Income Statement to track capital expenditures as needed by GLDC throughout the year.

**Consolidated Statement of Revenue and Expense**

1. Net income (loss) as of **02/28/26**:
  - a. GLDC net loss \$(37,575)
  - b. CGR net income \$112,154
  - c. 99 Otis Street net loss \$(8,634)

**Griffiss Local Development Corporation**  
**Balance Sheet**  
**February 28, 2026 and 2025**

	Current Year	Prior Year
<b>Assets</b>		
<b>Current Assets</b>		
Cash and Cash Equivalents	1,146,705	1,821,126 <sup>1</sup>
Cash- Capital Reserves	426,428	403,051
Cash- Skyline Redevelopment Fund	339,872	197,442
Accounts Receivable-Net	373,175	290,017
Accounts Receivable-Grants	474,038	0 <sup>2</sup>
Prepaid Expenses	3,149	6,571
<b>Total Current Assets</b>	<b>2,763,367</b>	<b>2,718,207</b>
<b>Fixed Assets</b>		
Land & Land Improvements	2,646,958	2,180,129
Vehicles & Automotive Equip	303,576	303,576
Roadways & Improvements	5,203,440	5,203,440
Railways & Improvements	1,686,767	1,686,767
Buildings & Improvements	26,764,368	26,226,990
Signage	255,066	255,066
Site Improvements	516,470	516,470
Utility Improvements	582,831	582,831
Furniture Fix & Equip	1,268,336	966,089
Construction in Progress	0	0
Goodwill TJL Enterprises	132,000	132,000
Accumulated Depreciation	(29,920,737)	(29,114,943)
<b>Total Fixed Assets</b>	<b>9,439,074</b>	<b>8,938,414 <sup>3</sup></b>
<b>Other Assets</b>		
Capitalized Costs- Sovena-Net	1,101,442	1,262,629
Lease Receivable	53,228	54,258
Loan Receivable Orgill Inc.- GLDC	119,259	127,059
Loan Receivable Orgill Inc.- Net	2,859,166	3,102,499
Loan Receivable Cardinal Griffiss Realty LLC	4,191,545	4,227,588
Lease Acquisition Costs-Net	92,429	138,394
Investment in Subsidiaries CGR	1,278,800	1,278,800
Investment in 99 Otis Street LLC	1,934,000	1,934,000
<b>Total Other Assets</b>	<b>11,629,868</b>	<b>12,125,228</b>
<b>Total Assets</b>	<b>23,832,309</b>	<b>23,781,849</b>

**Griffiss Local Development Corporation  
Balance Sheet  
February 28, 2026 and 2025**

Liabilities

Current Liabilities

Accounts Payable	936,841	34,450
Accrued Expenses	104,398	168,189
Deferred Revenue	53,952	73,718
Refundable Deposits Withholdings and Other	29,395	29,513
Current Maturities of Long Term Debt	461,328	509,488
<b>Total Current Liabilities</b>	<u>1,585,915</u>	<u>815,357</u> <sup>4</sup>

Long Term Liabilities

Loan Payabl ADK Bank GLDC Refinancing	945,164	1,134,803
Loan Payable First Source- Loader	22,201	22,052
Loan Payable M&T Bank-Sovena	342,435	402,435
Loan Payable MORECO - Cares Act	0	(0)
Loan Payable- Orgill UIDC Participation	503,432	540,189
Loan Payable- Orgill Adirondack Bank	2,308,367	2,476,599
GBTP Capital Reserve Loan	120,582	128,960
GBTP Capital Improvmnt Reserve	303,928	295,551
Rail Improvement Reserve	122,500	107,500
Capital Reserve- Equipment	4,167	4,531
GLDC Project Related Debt Service Fund- Orgill	114,200	81,863
Skyline Gateway Site Redevelopment Fund	225,672	197,442
<b>Total Long Term Liabilities</b>	<u>5,012,649</u>	<u>5,391,924</u> <sup>5</sup>

Total Liabilities

<u>6,598,564</u>	<u>6,207,281</u>
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Net Assets

Fund Balance Unrestricted-GF	15,954,946	16,295,768
Fund Balance Cardinal Griffiss	1,278,800	1,278,800
<b>Total Net Assets</b>	<u>17,233,746</u>	<u>17,574,568</u> <sup>6</sup>

Total Liabilities & Net Assets

<u><u>23,832,310</u></u>	<u><u>23,781,849</u></u>
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Griffiss Local Development Corporation & Cardinal Griffiss Realty LLC						
Statement of Revenue and Expense - Operating Actual to Budget						
For the period ending February 28, 2026						
	Current	Current	YTD	YTD	Yearly	Remaining
	Actual	Budget	Actual	Budget	Budget	Budget
Revenues:						
Reimbursement and Refunds/Miscellaneous	200	708	1,051	1,417	8,500	7,449
GLDC Services MV EDGE & Marcy Nano	11,282	10,550	20,471	21,101	126,604	106,134
GLDC Services CGR	2,934	-	4,853	-	-	(4,853)
GLDC Services 99 Otis	1,547	417	2,979	833	5,000	2,021
Interest Income Banks	4,178	4,154	8,319	8,309	49,852	41,533
PILOT TIF Revenues Sovena	15,143	15,143	158,908	30,286	181,719	22,811
PILOT TIF Sovena Transportation Rail Improvements Fund Escrow	1,250	1,250	2,500	2,500	15,000	12,500
PILOT TIF Sovena Transportation Rebate Fund	3,333	3,333	6,667	6,667	40,000	33,333
PILOT TIF Orgill	26,948	26,948	53,896	53,896	323,376	269,480
GUSC Economic Development Payments (Millage Payment)	-	10,592	14,132	21,183	127,100	112,968
Lease Payments -Landside	136,017	135,156	272,034	270,312	1,621,870	1,349,836
Lease Payments -AIS to CGR	87,272	89,007	174,545	267,022	267,022	92,477
Lease Payments PILOTS	13,565	15,108	27,131	30,216	181,299	154,168
Lease Payments Common Area Maintenance	5,598	4,054	11,197	8,107	48,643	37,446
Griffiss Landowners Association Service Fee	846	846	1,692	1,692	10,150	8,458
Reimbursement of GLDC 780	2,940	2,262	6,005	4,524	27,143	21,138
Skid Steer Lease	-	-	867	-	-	(867)
Ground Maintenance	42,907	38,050	84,715	76,100	456,601	371,886
Total Revenue	355,962	357,579	851,960	804,165	3,489,879	2,637,918
Expenses:						
Salaries- Facilities	24,626	39,871	46,887	79,743	478,457	431,570
Salaries-Ground Maintenance	34,170	23,609	60,866	47,218	283,308	267,355
Overtime, Operations & Ground Maintenance	7,123	625	25,943	1,250	7,500	7,500
Employee Benefits Facilities	10,740	14,161	32,425	28,322	169,932	137,507
Employee Benefits Ground Maintenance	9,138	9,608	17,323	19,217	115,301	157,497
Automobiles Expense	1,915	2,083	4,131	4,167	25,000	20,869
Capital Improvements-Griffiss Park	-	-	-	-	-	-
Consultant Services	4,271	1,767	4,342	3,533	21,200	16,858
Contracted Services Accounting	2,563	2,631	5,125	5,261	31,566	26,441
Contracted Services Legal	3,758	6,250	9,661	12,500	75,000	65,339
Contracted Services -Marketing	-	417	1,542	833	5,000	3,458
Facility Maintenance	5,850	15,750	289,119	31,500	189,000	(100,119)
Facility Maintenance -Supplies	584	1,667	2,575	3,333	20,000	17,425
Furniture/Fix/Equip/Vehicles	959	2,042	1,458	4,083	24,500	23,042
Common Area Maintenance Expense	6,970	5,135	13,940	10,271	61,626	47,686
Grounds & Snow removal /Other non-Cam Related Expenses	22,686	12,614	50,019	25,228	151,365	101,347
Insurance General	1,303	8,500	23,852	17,000	102,000	78,148
Principal Repayments	37,991	26,701	75,530	53,402	320,410	244,881
Interest Expense	21,695	12,227	44,039	24,453	146,720	102,681
Office Supplies and Expense	716	1,042	2,314	2,084	12,505	10,191
Telephone	892	997	1,783	1,994	11,962	10,178
Service Fees-GLDC-EDGE	40,537	40,537	81,075	81,075	486,447	405,373
Service Fees-CGR- EDGE	2,917	-	5,833	-	-	(5,833)
Occupancy Cost GLDC 440	5,887	1,905	9,832	3,810	22,860	13,028
GLDC PILOT Payments (GLDC/CGR Owned Buildings)	(47,734)	15,108	(47,734)	30,216	181,299	229,033
Lease Building Janitorial Cost	11,114	11,004	27,031	22,008	132,047	105,015
Lease Building Waste Removal	2,014	1,754	4,027	3,508	21,050	17,023
Lease Utilities Electric	12,862	7,054	26,273	14,108	84,650	58,377
Lease Utilities Gas	8,354	1,749	15,667	3,497	20,983	5,316
Lease Utilities Water And Sewer	-	895	-	1,789	10,734	10,734
Railroad Imp Escrow for Sovena	1,250	1,250	2,500	2,500	15,000	12,500
Transportation Rebate to Sovena	(6,667)	3,333	6,666	6,667	40,000	33,334
Depreciation and Amortization	9,085	9,085	18,171	18,171	109,025	90,854
Total Expenses	237,569	281,371	862,216	562,741	3,376,448	2,514,231
Excess Revenue over Expenses	118,393	76,208	(10,256)	241,424	113,431	123,687

**Griffiss Local Development Corporation**  
**Statement of Cash Flows**  
**February 28, 2026**

**Cash Flows From Operating Activities**

Increase (Decrease) in Net Assets	\$ (340,822)
Depreciation and Amortization	1,012,947
Sale of Land	-
Increase (Decrease) in Allowance for Uncollectibles	(10,070)
(Increase) Decrease in Assets	
Grants Receivable	(474,038)
Other Receivables	(72,058)
Prepaid Expenses	3,422
Increase (Decrease) in Liabilities	
Accounts Payable and Accrued Liabilities	838,601
Refundable Advances	(118)
Deferred Revenue	(19,766)
Due to Related Organizations	0
Net Cash From Operating Activities	<u>938,099</u>

**Cash Flows From Investing Activities**

Deposits Held With Trustees	0
Capital Expenditures	(1,306,454)
Disbursements of Loans to Businesses	0
Collections of Loans to Businesses	287,177
Investment in Cardinal Griffiss Realty	0
Investment in 99 Otis Street	0
Net Cash From Investing Activities	<u>(1,019,277)</u>

**Cash Flows From Financing Activities**

Net Borrowing (Repayments) under Line of Credit	0
Railroad Improvement Fund	15,000
Equipment Capital Reserve	(365)
GBTP Capital Improvmnt Reserve	8,377
Skyline Gateway Site Redevelopment Fund	52,190
Proceeds of Long-Term Debt	0
Repayments of Long-Term Debt	(502,638)
Net Cash (Used by) Financing Activities	<u>(427,435)</u>

**Net Increase (Decrease) in Cash and Cash Equivalents** (508,613)

**Cash and Cash Equivalents, Beginning Balance** 2,421,619

**Cash and Cash Equivalents, Ending Balance** \$ 1,913,005

**Griffiss Local Development Corporation, Cardinal Griffiss Realty & 99 Otis Street LLC**  
**Consolidating Statement of Financial Position**  
**February 28, 2026**

	GLDC	CGR	99 Otis	Combined Balance	Eliminations	Final Balance
<b>Assets</b>						
<b>Current Assets</b>						
Cash and Cash Equivalents	1,913,005	1,283,998	727,055	3,924,058	0	3,924,058
Accounts Receivable- NET	373,175	0	5,558	378,733	0	378,733
Grants Receivable	474,038	0	0	474,038	0	474,038
Asset Held for Sale	0	4,190,229	0	4,190,229	0	4,190,229
Prepaid Expenses	3,149	0	26,376	29,526	0	29,526
<b>Total Current Assets</b>	<b>2,763,367</b>	<b>5,474,227</b>	<b>758,989</b>	<b>8,996,584</b>	<b>0</b>	<b>8,996,584</b>
<b>Capital Related Assets</b>						
Lease and Loan Acquisition Costs, Net	1,313,129	0	69,090	1,382,219	0	1,382,219
Land, Property, and Equipment, Net	9,439,074	0	6,105,190	15,544,264	0	15,544,264
<b>Total Capital Related Assets</b>	<b>10,752,203</b>	<b>0</b>	<b>6,174,280</b>	<b>16,926,483</b>	<b>0</b>	<b>16,926,483</b>
<b>Other Assets</b>						
Notes Receivable- NET	7,050,711	0	0	7,050,711	0	7,050,711
Lease Receivable	53,228	23,135	239,340	315,703	0	315,703
Investment	3,212,800	0	0	3,212,800	(3,212,800)	0
<b>Total Other Assets</b>	<b>10,316,739</b>	<b>23,135</b>	<b>239,340</b>	<b>10,579,214</b>	<b>(3,212,800)</b>	<b>7,366,414</b>
<b>Total Assets</b>	<b>23,832,309</b>	<b>5,497,362</b>	<b>7,172,609</b>	<b>36,502,281</b>	<b>(3,212,800)</b>	<b>33,289,481</b>
<b>Liabilities &amp; Net Assets</b>						
<b>Current Liabilities</b>						
Accounts Payable	936,841	5,254	6,676	948,772	0	948,772
Accrued Expenses	104,398	0	0	104,398	0	104,398
Due to Related Organizations	0	0	0	0	0	0
Deferred Revenue & Other Refundable Deposits	83,348	0	56,455	139,803	0	139,803
Line of Credit	0	0	0	0	0	0
Current Portion Long Term Debt	461,328	163,453	204,326	829,107	0	829,107
<b>Total Current Liabilities</b>	<b>1,585,915</b>	<b>168,707</b>	<b>267,457</b>	<b>2,022,079</b>	<b>0</b>	<b>2,022,079</b>
<b>Long Term Liabilities</b>						
Long Term Debt	4,356,382	6,078,359	2,965,411	13,400,153	0	13,400,153
Capital Reserve	656,267	0	0	656,267	0	656,267
<b>Total Long Term Liabilities</b>	<b>5,012,649</b>	<b>6,078,359</b>	<b>2,965,411</b>	<b>14,056,419</b>	<b>0</b>	<b>14,056,419</b>
<b>Total Liabilities</b>	<b>6,598,564</b>	<b>6,247,066</b>	<b>3,232,868</b>	<b>16,078,498</b>	<b>0</b>	<b>16,078,498</b>
<b>Net Assets</b>						
Unrestricted	17,233,746	0	0	17,233,746	(3,212,800)	14,020,946
Member's Retained Earnings	0	(749,704)	0	(749,704)	0	(749,704)
Fund Balance 99 Otis Street LLC	0	0	3,939,741	3,939,741	0	3,939,741
<b>Total Net Assets</b>	<b>17,233,746</b>	<b>(749,704)</b>	<b>3,939,741</b>	<b>20,423,783</b>	<b>(3,212,800)</b>	<b>17,210,983</b>
<b>Total Liabilities &amp; Net Assets</b>	<b>23,832,310</b>	<b>5,497,362</b>	<b>7,172,609</b>	<b>36,502,281</b>	<b>(3,212,800)</b>	<b>33,289,481</b>

**Griffiss Local Development Corporation, Cardinal Griffiss Realty & 99 Otis Street LLC**  
**Consolidating Statement of Revenue and Expenses**  
**February 28, 2026**

	GLDC	CGR	99 Otis	Combined Balance	Eliminations	Final Balance
<b>Support and Revenue</b>						
Building Lease Income	307,759	174,545	112,910	595,214	0	595,214
GLDC Maintenance Services	28,302	3,470	0	31,772	(7,832)	23,940
Sale of Land and Property	0	0	0	0	0	0
Federal, State and Local Grants	0	0	0	0	0	0
PILOT TIF Revenues	221,971	0	0	221,971	0	221,971
GUSC Payments (Millage)	14,132	0	0	14,132	0	14,132
Interest Income	4,843	4,275	429	9,547	0	9,547
Project Development Fees	0	0	0	0	0	0
Reimbursements and Refunds	7,056	0	0	7,056	0	7,056
Snowplowing and Lawn Maintenance	84,715	0	0	84,715	(5,873)	78,843
Griffiss Landowners Association Fees	1,692	0	0	1,692	0	1,692
<b>Total Support and Revenue</b>	<b>670,470</b>	<b>182,290</b>	<b>113,339</b>	<b>966,099</b>	<b>(13,704)</b>	<b>952,395</b>
<b>Expenses</b>						
Salaries and Fringe	164,798	0	0	164,798	0	164,798
Operating Expenses	294,400	55,866	48,044	398,310	(13,704)	384,606
Interest Expense/Fees	30,087	13,988	17,488	61,563	0	61,563
Depreciation & Amortization Expense	218,760	282	56,441	275,483	0	275,483
<b>Total Expenses</b>	<b>708,045</b>	<b>70,136</b>	<b>121,973</b>	<b>900,154</b>	<b>(13,704)</b>	<b>886,450</b>
<b>Increase (Decrease) in Net Assets</b>	<b>(37,575)</b>	<b>112,154</b>	<b>(8,634)</b>	<b>65,945</b>	<b>0</b>	<b>65,945</b>
<b>Net Assets (Deficit), Beginning of Year</b>	<b>17,271,320</b>	<b>(861,857)</b>	<b>3,948,375</b>	<b>20,357,838</b>	<b>(3,212,800)</b>	<b>17,145,038</b>
<b>Net Assets (Deficit), End of Period</b>	<b>17,233,745</b>	<b>(749,703)</b>	<b>3,939,741</b>	<b>20,423,783</b>	<b>(3,212,800)</b>	<b>17,210,983</b>



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## MEMORANDUM

To: GLDC Board of Directors

From: Rachel Hadden

Date: March 25, 2026

Subject: 2025 Audited Financial Statements – Audit Result & Key Variances

### **Audit Result**

D'Arcangelo & Co., LLP issued a clean (unmodified) audit opinion on GLDC's 2025 consolidated financial statements. This is the highest level of assurance an organization can receive from an audit. The financial statements present fairly, in all material respects, the financial position of GLDC and Subsidiaries as of December 31, 2025 and 2024.

### **Key Variances: 2025 vs. 2024**

#### 1. Statement of Financial Position

- Total Assets decreased by \$3.18M, primarily due to the CGR-related property reclassified as held for sale and the loss from impairment on the building the sale.
- Grants Receivable increased by roughly \$514K. This is directly due to the Gas Conversion Project grant dollars to be received.
- Assets Held for Sale increased by \$4.19M due to the AIS building classification.
- Net Property decreased by approximately \$7.38M due to the reclassification of the AIS property.
- Accounts Payable balance increased \$740K mainly caused by a payable to Ritter Construction for the Parachute Shop demolition, and an Ontario payable related to the HVAC Gas Conversion Project. The funds to pay Ritter were paid out from EDGE's EPA RLF Loan Funding program in March 2026. This loan is 1% interest and interest only payments start 12 months from the closing date.
- Long-term debt decreased from \$9.89M to \$9.06M due to scheduled principal payments and the repayment of the two Adirondack Bank loans relating to the sale of the CGR assets which totaled \$3,237,512.



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- Net Assets decreased by \$3.10M, driven largely by the impairment loss.

## **2. Statement of Activities**

- Total Revenue increased by \$436K, primarily due to insurance reimbursements from the snow damage that occurred to Building 776.
- Federal grants decreased by approximately \$135K.
- Building lease income decreased by about \$72K.
- Redevelopment and Leasing expenses increased \$666K due to repairs from snow damage. Management and General increased due to training new staff on GLDC lease protocols, existing tenants, procedures and professional services fees related to land surveying.
- Depreciation decreased by \$171K due to asset reclassification and fully depreciated assets.
- Overall, net assets decreased by \$3,104,645, which is due to a loss on the AIS property and depreciation expense.

## **3. Statement of Cash Flows**

- The impact from the sale of the AIS building brought cash operating activities down about \$1.07 million compared to 2024.
- Capital Expenditures include the Parachute Shop Demo and HVAC project
- Year ending 12/31/2025 GLDC had a net decrease in cash of \$93,465.

## **4. Notes to the Financial Statements (Special Highlights)**

- Note 10 discloses all related parties to GLDC. These entities include CGR, 99 Otis and GUSC
- Note 14 summarizes subsequent events. The sale of CGR and related debt, the Parachute Shop demolition and purchase agreement, as well as the EPA RLF loan.

GRIFFISS LOCAL  
DEVELOPMENT  
CORPORATION AND  
SUBSIDIARIES

For the Year Ended  
December 31, 2025

CONSOLIDATED FINANCIAL  
STATEMENTS AND  
CONSOLIDATING SCHEDULES

DRAFT

# GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES

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**D'Arcangelo & Co., LLP**  
**Certified Public Accountants & Consultants**

200 E. Garden St., P.O. Box 4300, Rome, N.Y. 13442-4300  
315-336-9220 Fax: 315-336-0836

**Independent Auditor's Report**

Board of Directors

Griffiss Local Development Corporation and Subsidiaries

**Report on the Audit of the Financial Statements**

***Opinion***

We have audited the accompanying consolidated financial statements of Griffiss Local Development Corporation (a nonprofit organization) and subsidiaries, Cardinal Griffiss Realty, LLC, and 99 Otis Street, LLC, which comprise the consolidated statements of financial position as of December 31, 2025 and 2024, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Griffiss Local Development Corporation and subsidiaries as of December 31, 2025 and 2024, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

***Basis for Opinion***

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Griffiss Local Development Corporation and subsidiaries and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Griffiss Local Development Corporation and subsidiaries ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include

examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Griffiss Local Development Corporation and subsidiaries internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Griffiss Local Development Corporation and subsidiaries ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### **Report on Consolidating Information**

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating schedules, as described in the table of contents, are presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position results of operations, and cash flows of the individual companies, and it is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

March 26, 2026

Rome, New York

**GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**

**December 31, 2025 and 2024**

	<u>2025</u>	<u>2024</u>
<b>Assets</b>		
<b>Current Assets</b>		
Cash and Cash Equivalents	\$ 4,011,268	\$ 4,104,733
Accounts Receivable, Net	227,976	127,741
Due from Related Organization	51,430	52,393
Grants Receivable	565,957	52,066
Loan Participation Note - Current	8,061	7,746
Prepaid Assets	22,669	25,117
Lease Receivable - Current	45,473	49,051
Assets Held for Sale	<u>4,190,229</u>	<u>0</u>
Total Current Assets	<u>9,123,063</u>	<u>4,418,847</u>
<b>Property</b>		
Land	2,283,023	2,845,523
Construction in Progress	11,250	0
Building and Site Improvements	35,508,301	44,301,583
Roadways and Improvements	5,203,440	5,203,440
Railways and Improvements	1,686,767	1,686,767
Utility Improvements	582,831	582,831
Signage	250,266	257,662
Furniture, Fixtures, and Equipment	1,029,425	1,122,709
Vehicles and Automotive Equipment	<u>303,576</u>	<u>303,576</u>
Total Property	46,858,879	56,304,091
Accumulated Depreciation	<u>(31,530,875)</u>	<u>(33,591,749)</u>
Net Property	<u>15,328,004</u>	<u>22,712,342</u>
<b>Other Long-Term Assets</b>		
Lease Receivable	270,229	291,198
Loan Participation Note	112,521	121,214
Lease Acquisition Costs, Net	133,617	201,013
Project Costs, Net	4,028,028	4,432,549
Goodwill	<u>132,000</u>	<u>132,000</u>
Total Other Long-Term Assets	<u>4,676,395</u>	<u>5,177,974</u>
<b>Total Assets</b>	<u>\$ 29,127,462</u>	<u>\$ 32,309,163</u>

(Continued)

The Accompanying Notes are an Integral Part of These Consolidated Financial Statements.

**GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**

**December 31, 2025 and 2024**

**(Continued)**

	<u>2025</u>	<u>2024</u>
<b>Liabilities and Net Assets</b>		
<b>Current Liabilities</b>		
Accounts Payable and Accrued Expenses	\$ 987,050	\$ 247,256
Due to Related Organization	14,389	14,028
Deferred Revenue	90,071	135,221
Current Maturities of Long-Term Debt	<u>834,608</u>	<u>850,175</u>
Total Current Liabilities	<u>1,926,118</u>	<u>1,246,680</u>
<b>Long-Term Liabilities</b>		
Capital Improvement Reserve	424,510	424,511
Railroad Improvement Fund	120,000	105,000
Skyline Gateway Redevelopment Fund	393,769	333,201
Compensated Absences	62,906	59,379
Long-Term Debt	<u>9,055,121</u>	<u>9,890,709</u>
Total Long-Term Liabilities	<u>10,056,306</u>	<u>10,812,800</u>
<b>Net Assets</b>		
Net Assets without Donor Restrictions		
Controlling Interests	15,380,569	18,493,742
Noncontrolling Interests	<u>1,764,469</u>	<u>1,755,941</u>
Total Net Assets	<u>17,145,038</u>	<u>20,249,683</u>
<b>Total Liabilities and Net Assets</b>	<u>\$ 29,127,462</u>	<u>\$ 32,309,163</u>

The Accompanying Notes are an Integral Part of These Consolidated Financial Statements.

**GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF ACTIVITIES**

**For the Years Ended December 31, 2025 and 2024**

	<u>2025</u>	<u>2024</u>
<b>Revenue and Support</b>		
Building Lease Income	\$ 3,333,535	\$ 3,405,182
Other Lease Related Income	385,835	383,003
Federal Grants	383,061	517,880
New York State Grants	95,765	37,620
Snowplowing and Lawn Maintenance	402,585	393,723
Payments In Lieu of Taxes	505,095	505,095
Reimbursements and Refunds	821,494	219,018
Interest Income	85,699	78,394
Other Income	<u>204,747</u>	<u>241,074</u>
Total Revenue and Support	<u>6,217,816</u>	<u>5,780,989</u>
<b>Expenses</b>		
Program Services		
Redevelopment and Leasing	4,130,240	3,556,883
Marketing and Promotion	19,446	27,807
Supporting Services		
Management and General	<u>465,927</u>	<u>292,180</u>
Total Expenses	<u>4,615,613</u>	<u>3,876,870</u>
<b>Increase in Net Assets Before Other Changes</b>	<u>1,602,203</u>	<u>1,904,119</u>
<b>Other Changes</b>		
Depreciation and Amortization Expense	(1,868,921)	(2,039,533)
Net (Loss) on Impairment of Property	<u>(2,837,927)</u>	<u>0</u>
Total Other Changes	<u>(4,706,848)</u>	<u>(2,039,533)</u>
<b>(Decrease) in Net Assets</b>	(3,104,645)	(135,414)
<b>Net Assets, Beginning of Year</b>	<u>20,249,683</u>	<u>20,385,097</u>
<b>Net Assets, End of Year</b>	<u>\$ 17,145,038</u>	<u>\$ 20,249,683</u>

The Accompanying Notes are an Integral Part of These Consolidated Financial Statements.

**GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**

**For the Year Ended December 31, 2025**

**(With Comparative Totals For the Year Ended December 31, 2024)**

	Program Services		Supporting Services	Total	
	Redevelopment and Leasing	Marketing and Promotion	Management and General	2025	2024
Salaries	\$ 720,566	\$ 0	\$ 25,432	\$ 745,998	\$ 708,461
Employee Benefits	203,278	0	7,360	210,638	194,052
Payroll Taxes	60,366	0	2,186	62,552	56,472
Professional Services	132,458	0	65,843	198,301	196,796
Outside Consultants	24,298	0	0	24,298	15,811
Occupancy	18,877	1,038	2,074	21,989	21,438
Contracted Services	0	0	0	0	14,002
Insurance	134,312	0	3,976	138,288	131,933
Office Expenses	0	0	25,166	25,166	25,986
Service Fees	203,306	10,401	327,729	541,436	540,701
Travel	77,992	0	0	77,992	62,658
Repairs and Maintenance	1,271,388	0	0	1,271,388	605,234
Lease Related Expenses	805,033	0	0	805,033	754,722
Minor Equipment	32,229	0	0	32,229	55,187
Depreciation and Amortization	1,868,921	0	0	1,868,921	2,039,533
Interest Expense	404,472	0	0	404,472	439,087
Marketing and Advertising	0	8,007	0	8,007	5,668
Transportation Rebate	40,000	0	0	40,000	40,000
Other Expenses	1,665	0	6,161	7,826	8,662
<b>Total Functional Expenses</b>	<b>\$ 5,999,161</b>	<b>\$ 19,446</b>	<b>\$ 465,927</b>	<b>\$ 6,484,534</b>	<b>\$ 5,916,403</b>

The Accompanying Notes are an Integral Part of These Consolidated Financial Statements.

**GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**

**For the Year Ended December 31, 2024**

	Program Services		Supporting Services	Total
	Redevelopment and Leasing	Marketing and Promotion	Management and General	
Salaries	\$ 683,149	\$ 0	\$ 25,312	\$ 708,461
Employee Benefits	187,026	0	7,026	194,052
Payroll Taxes	54,427	0	2,045	56,472
Professional Services	133,360	0	63,436	196,796
Outside Consultants	15,811	0	0	15,811
Occupancy	18,410	1,009	2,019	21,438
Contracted Services	14,002	0	0	14,002
Insurance	128,106	0	3,827	131,933
Office Expenses	0	0	25,986	25,986
Service Fees	362,299	21,130	157,272	540,701
Travel	62,658	0	0	62,658
Repairs and Maintenance	605,234	0	0	605,234
Lease Related Expenses	754,722	0	0	754,722
Minor Equipment	55,187	0	0	55,187
Depreciation and Amortization	2,039,533	0	0	2,039,533
Interest Expense	439,087	0	0	439,087
Marketing and Advertising	0	5,668	0	5,668
Transportation Rebate	40,000	0	0	40,000
Other Expenses	3,405	0	5,257	8,662
<b>Total Functional Expenses</b>	<b>\$ 5,596,416</b>	<b>\$ 27,807</b>	<b>\$ 292,180</b>	<b>\$ 5,916,403</b>

The Accompanying Notes are an Integral Part of These Consolidated Financial Statements

**GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

**For the Years Ended December 31, 2025 and 2024**

	<u>2025</u>	<u>2024</u>
<b>Cash Flows from Operating Activities</b>		
(Decrease) in Net Assets	\$ (3,104,645)	\$ (135,414)
Adjustments for Noncash Transactions		
Depreciation and Amortization	1,868,921	2,039,533
Net Loss on Impairment of Property	2,837,927	0
Non-Cash Interest	15,079	15,078
(Increase) Decrease in Assets		
Accounts Receivable	(100,235)	(45,630)
Due from Related Organizations	963	(32,626)
Grants Receivable	(513,891)	2,636,436
Lease Receivable	24,547	(5,499)
Prepaid and Other Assets	2,448	92,431
Increase (Decrease) in Liabilities		
Accounts Payable and Accrued Expenses	739,794	(1,873,434)
Due to Related Organization	361	4,908
Deferred Revenue	(45,150)	96,099
Compensated Absences	3,527	12,872
Net Cash Provided by Operating Activities	<u>1,729,646</u>	<u>2,804,754</u>
<b>Cash Flows from (Used) by Investing Activities</b>		
Collections on Loans	8,378	6,811
Capital Expenditures	(1,028,338)	(673,920)
Lease Acquisition Costs	(12,483)	(54,945)
Net Cash (Used) by Investing Activities	<u>(1,032,443)</u>	<u>(722,054)</u>
<b>Cash Flows from (Used) by Financing Activities</b>		
Railroad Improvement Fund	15,000	15,000
Skyline Gateway Redevelopment Fund	60,568	28,230
Payment of Long-Term Debt	(866,236)	(837,093)
Net Cash (Used) by Financing Activities	<u>(790,668)</u>	<u>(793,863)</u>
<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	(93,465)	1,288,837
<b>Cash and Cash Equivalents, Beginning of Year</b>	<u>4,104,733</u>	<u>2,815,896</u>
<b>Cash and Cash Equivalents, End of Year</b>	<u>\$ 4,011,268</u>	<u>\$ 4,104,733</u>

**Supplemental Cash Flow Disclosures**

Cash Paid During the Year For:

Interest	<u>\$ 404,472</u>	<u>\$ 439,087</u>
Income Taxes	<u>\$ 0</u>	<u>\$ 0</u>

The Accompanying Notes are an Integral Part of These Consolidated Financial Statements.

# GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### **Operations**

Griffiss Local Development Corporation (GLDC) is a nonprofit organization whose primary purpose is to redevelop the former Griffiss Air Force Base in Rome, New York, and, among other things, develop the Griffiss Business and Technology Park. To accomplish this objective, GLDC maintains contact with the U.S. Air Force, Department of Defense, related Federal agencies, and other agencies of state and local government, and encourages community input for redevelopment plans, borrows funds and may buy, sell, improve, maintain, and lease former base property. A significant portion of GLDC's activities are funded by revenues derived from the leasing and sale of property and related income. In addition, GLDC receives Federal, New York State and local grants. These grants are generally earmarked for capital improvements and economic development activities within the Griffiss Business and Technology Park.

#### **Principles of Consolidation**

The consolidated financial statements include the accounts of GLDC and its subsidiaries, Cardinal Griffiss Realty, LLC (CGR) and 99 Otis Street, LLC (99 Otis St.). Intercompany transactions have been eliminated.

CGR was formed during 2010 with GLDC as the 99.99% owner. The primary purpose was to acquire certain property, construct a building, and to enter into a sublease agreement with Assured Information Security, Inc. Economic Development Growth Enterprises Corporation (EDGE) held the noncontrolling (.01%) interest in CGR. In 2025, EDGE assigned its interest to GLDC.

99 Otis St. was formed during 2018 with the primary purpose of facilitating and supporting the corporate purposes of GLDC (55% member) and New York State Technology Enterprise Corporation (NYSTEC) (45% member), both New York State not-for-profit corporations, and in particular maintaining, owning, operating, developing, financing, and leasing one or more properties for the purposes of providing facilities for the provision of services to maintain, strengthen, and expand the uses and viability of the former Griffiss Air Force Base in the City of Rome, NY.

#### **Basis of Presentation**

These consolidated financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. The focus is on the corporation as a whole and present balances and transactions according to the existence or absence of donor-imposed restrictions. This is accomplished by reporting information regarding financial position and activities according to two classes: net assets without donor restrictions or net assets with donor restrictions. At December 31, 2025 and 2024, GLDC only maintained net assets without donor restrictions.

# GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

#### Cash and Cash Equivalents

For purposes of the Consolidated Statements of Cash Flows, GLDC and its subsidiaries consider all unrestricted highly liquid investments with an initial maturity of three months or less to be cash equivalents.

#### Receivables

On January 1, 2023, GLDC adopted the Financial Accounting Standards Board Accounting Standards Update 2016-13 (ASU 2016-13), *Financial Instruments – Credit Losses (Topic 326) (CECL)*. Accounts receivable primarily consists of amounts billed to customers for rent and for facility and grounds maintenance services. The receivables are now presented net of an allowance for credit losses, which is an estimate of amounts that may not be collectible. GLDC separates accounts receivable into risk pools based on their aging. In determining the amount of the allowance as of the balance sheet date, GLDC develops a loss rate for each risk pool. This loss rate is based on management's historical collection experience, adjusted for management's expectations about current and future economic conditions. For each of the years presented, GLDC increased its historical loss rates for each category based on forward-looking information, such as inflation and other economic factors impacting customers, that are reasonable and supportable in determining expected credit losses. As a result of this, management believes an allowance for credit loss is not material.

Grants receivable and amounts due from related organizations have been deemed to be fully collectible, therefore, an allowance has not been established.

#### Loan Participation Note

The loan participation note represents GLDC's participation (investment) in the financing provided by GLDC to Utica Industrial Development Corporation as part of a \$650,000 loan to assist Orgill, Inc. with site and infrastructure work (referred to in these notes as the Orgill Project). No collateral was required. The note is carried at GLDC's share of unpaid principal balances on the related debt. Due to the type of instrument involved, management believes an allowance for loan loss is not material.

# GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### Property and Depreciation

GLDC capitalizes certain expenditures for land, building and site improvements, roadways and improvements, railways and improvements, utility improvements, signage, and vehicles and automotive equipment located in the Griffiss Business and Technology Park. GLDC also capitalizes expenditures for office equipment which exceed \$5,000. Expenditures for improvements to property used in the property rental program are capitalized and depreciated over the life of the lease. All other capitalized expenditures are depreciated over the useful life of the property and recorded at historical cost if purchased or fair value if contributed.

Depreciation is recorded using the straight-line method as follows:

	<u>Estimated Useful Lives</u>
Building and Site Improvements, Roadways and Improvements, Railways and Improvements, and Utility Improvements	3-39 Years
Signage, Office Equipment, and Vehicles and Automotive Equipment	3-7 Years

CGR has recorded the total costs incurred for construction of a building. These costs included interest costs on related debt, which were capitalized prior to the building being placed in service. The building was being depreciated over 39 years, the estimated useful life, using the straight-line method of depreciation. The building and related assets were reclassified as assets held for sale as of December 31, 2025.

99 Otis St. has also recorded the total costs incurred for construction of a building. These costs included interest costs on related debt, which were capitalized prior to the building being placed in service. The building is being depreciated over 39 years, the estimated useful life, using the straight-line method of depreciation.

Depreciation expense amounted to \$1,384,521 and \$1,555,439 for the years ended December 31, 2025 and 2024, respectively.

### Project Costs

#### *Sovena USA*

GLDC has developed and financed a portion of the infrastructure and site improvements necessary to support the Sovena USA Distribution Center (collectively the Sovena USA Project Costs) that opened in 2007 at the Griffiss Business and Technology Park. Sovena USA reimburses GLDC for these costs, which totaled \$4,029,689 when the project was completed, through a PILOT. The agreement is for 25 years ending in 2032. The PILOT agreement, between Oneida County Industrial Development Agency (OCIDA) and Sovena USA required Sovena USA to pay an annual PILOT amount directly to the OCIDA each year.

# GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Each year, OCIDA reimburses GLDC in the amount equal to GLDC's annual debt service on the Sovena USA Project Cost, and then pays to each taxing jurisdiction their share of the remaining PILOT payments in accordance with a separate allocation agreement. GLDC amortizes these costs over the same 25-year period of time as the PILOT. The net balance of these costs after amortization is \$1,128,306 and \$1,289,494 at December 31, 2025 and 2024, respectively. Amortization expense for each of the years ended December 31, 2025 and 2024 is \$161,188. The impact of the project on GLDC is revenue/expenditure neutral. Estimated amortization expense for each of the next five years is expected to be \$161,188.

#### *Orgill, Inc.*

GLDC assisted in financing the costs related to the Orgill Project, as noted above, which is located in the Griffiss Business and Technology Park. GLDC's financing of the costs was funded by two related debt agreements (See Note 7). These costs are being repaid by Orgill to OCIDA, which totaled \$3,650,000 when the project was completed, as part of a PILOT involving the County of Oneida, NY, Rome City School District, City of Rome, OCIDA, and GLDC. The agreement is collateralized by two letters of credit obtained by Orgill, Inc.

Each year, OCIDA is expected to reimburse GLDC in the amount equal to GLDC's annual debt service on the project, and then pays to each taxing jurisdiction their share of the remaining PILOT payments in accordance with a separate allocation agreement. GLDC is amortizing these costs over the same 15-year period of time as the debt service principal portion of the allocation agreement, which started in 2022. The net balance of these costs after amortization is \$2,899,722 and \$3,143,055 at each of the years ended December 31, 2025 and 2024, respectively. Amortization expense for the years ended December 31, 2025 and 2024 is \$243,334 and \$243,334, respectively. The impact of the project on GLDC is revenue/expenditure neutral. Estimated amortization expense for each of the next five years is expected to be \$243,333.

#### **Goodwill**

Intangible assets not subject to amortization consist of goodwill in the amount of \$132,000 obtained through acquisition of a business during 2011. Goodwill is tested for impairment annually. No adjustments were made for impairment losses for each of the years ended December 31, 2025 and 2024.

#### **Deferred Revenue**

Income from rental property received in advance is deferred and recognized in the period to which it relates.

# GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### **Capital Improvement Reserve**

GLDC has established a Capital Improvement Reserve Fund, which is funded with proceeds from the first sale of certain property within the Griffiss Business and Technology Park. A specific allocation of proceeds from those sales is deferred in accordance with an agreement in place. Amounts in the reserve will be used to help defray the cost of certain future capital improvements to be made to the premises and/or facilities located within the boundaries of the Business Park including capital improvements to the public infrastructure. Revenue will be recognized when these performance obligations have been met.

#### **Skyline Gateway Redevelopment Fund**

GLDC has also established a Skyline Gateway Redevelopment Fund, which is funded with certain proceeds of the Orgill, Inc. PILOT Allocation agreement mentioned above. Revenue from those certain proceeds received are deferred in accordance with the agreement in place. The fund is administered by GLDC and amounts in the reserve will be used to finance, refinance, or fund certain costs associated with the acquisition of certain project property, as well as the design, engineering, installation, and/or construction of certain improvements or development costs. Revenue will be recognized when these performance obligations have been met.

#### **Rail Improvement Reserve**

GLDC has also established a Rail Improvement Reserve, which is funded with certain proceeds of the Sovena USA PILOT Allocation agreement mentioned above. Revenue from those certain proceeds received are deferred in accordance with the agreement in place. The fund is administered by GLDC and amounts in the reserve are available to support maintenance of the rail line at Griffiss Business and Technology Park. Revenue will be recognized when these performance obligations have been met.

#### **Reclassifications**

Certain amounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year's financial statements.

#### **Lease Acquisition Costs**

Lease acquisition costs in the amount of \$686,640 and \$674,157 for the years ended December 31, 2025 and 2024, respectively, have been incurred as part of GLDC's and 99 Otis Street's activities as lessor. These costs have been capitalized and are being amortized over the original term of the related leases. Accumulated amortization on these costs is \$553,023 and \$473,144 at December 31, 2025 and 2024, respectively. Amortization expense for the years ended December 31, 2025 and 2024 is \$79,880 and \$79,572, respectively.

# GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Estimated amortization expense over the next 5 years is expected to be:

Year Ended December 31:

2026	\$ 60,764
2027	\$ 41,025
2028	\$ 27,918
2029	\$ 3,701
2030	\$ 209

#### Revenue Recognition

The following policies apply to major categories of revenue transactions with customers which include snowplowing, lawn maintenance, common area maintenance charges included in the lease agreements, payments in lieu of taxes, and sale of property:

- GLDC recognizes revenue based on a fixed monthly transaction price for snowplowing and lawn maintenance as they have satisfied a performance obligation by providing a service to the customer. Revenue is recognized as customers are billed monthly.
- GLDC bills and recognizes revenue on a monthly basis for common area maintenance charges and payments in lieu of taxes based on agreements in place with customers. These amounts are included in the same invoice as leases, but allocated and recognized separately.
- GLDC recognizes revenue from sales of property when full control of the property is transferred to the buyer at closing. Deposits may be required in advance and final payment or financing is due at closing. A gain or loss may be recognized for the difference between the consideration received and the asset's carrying amount, if applicable.
- Agreement terms with customers generally do not include any obligations to perform future services.
- There is currently no concentration of credit risk related to customers.
- Historically, impairment losses on accounts receivable have not been material relating to any of these revenue streams.

The timing of revenue recognition, billings, and cash collections noted above results in billed accounts receivable and deferred revenue (contract liabilities), excluding deferred lease revenue. GLDC, CGR, and 99 Otis Street all do not have unbilled receivables (contract assets). Amounts are billed upon completion of the service, generally at the time of revenue recognition.

**GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**  
**(Continued)**

The beginning and ending receivable and contract balances at December 31, were as follows:

	<u>2025</u>	<u>2024</u>	<u>2023</u>
<i>Accounts Receivable</i>			
Customer Accounts Receivable, Net	\$ 151,855	\$ 180,134	\$ 101,878
Sovena PILOT Receivable	<u>127,551</u>	<u>0</u>	<u>0</u>
Total Accounts Receivable	<u>\$ 279,406</u>	<u>\$ 180,134</u>	<u>\$ 101,878</u>
<i>Deferred Revenues</i>			
Property Purchase Deposits	\$ 28,889	\$ 28,889	\$ 8,889
Deferred Revenue – CAM	743	2,034	997
Deferred Revenue – PILOT	3,081	4,854	684
Insurance Payment	<u>307</u>	<u>0</u>	<u>0</u>
Total Deferred Revenues	<u>\$ 33,020</u>	<u>\$ 35,777</u>	<u>\$ 10,570</u>

A portion of GLDC’s revenue is derived from cost-reimbursable federal, state, and local grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when GLDC has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the statement of financial position.

**Advertising**

All advertising costs are expensed as incurred. For the years ended December 31, 2025 and 2024, amounts expensed to advertising and promotion totaled \$8,007 and \$5,668, respectively.

**Expense Allocation**

Certain categories of expenses are attributable to more than one program or supporting function and are allocated on a reasonable basis that is consistently applied. The expenses that are allocated are compensation, payroll taxes, employee benefits and service fees, which are allocated on the basis of estimates of time and effort. Other expenses are directly classified among the following program and supporting services:

Redevelopment and Leasing - All expenses necessary for the planning and implementation of the redevelopment of real estate within the Griffiss Business and Technology Park.

Marketing and Promotion - All expenses attributable to the marketing and promotion of the Griffiss Business and Technology Park facilities.

Management and General - All administrative expenses necessary to operate GLDC which are not specifically identifiable to program services.

# GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### NOTE 2 INCOME TAXES

GLDC qualifies as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and utilizes December 31 as its year end. GLDC has also been determined to be other than a private foundation, as it is an organization described in Section 509(a)(1) of the Internal Revenue Code. As such, no provision for income taxes is reflected in the financial statements.

Cardinal Griffiss Realty, LLC is considered a disregarded entity and is not subject to income taxes. Consequently, no provision for income taxes is required in the accompanying consolidated financial statements.

99 Otis Street, LLC is a New York State limited liability company and has elected to be treated as a partnership for income tax purposes. Any taxable income would flow through to the members. Consequently, no provision for income taxes is required in the accompanying consolidated financial statements.

### NOTE 3 LIQUIDITY AND AVAILABILITY OF FUNDS

At December 31, 2025, GLDC and its subsidiaries had \$4,040,614 of financial assets available within one year of the statement of financial position date to meet cash needs for general operating expenditures, consisting of cash of \$4,011,268, less amounts for the capital improvement reserve of \$424,510, the railroad improvement fund of \$120,000, and the skyline gateway redevelopment fund of \$279,568, and receivables of \$853,424. At December 31, 2024, GLDC and its subsidiaries had \$3,563,830 of financial assets available within one year of the statement of financial position date to meet cash needs for general operating expenditures, consisting of cash of \$4,104,733, less amounts for the capital improvement reserve of \$424,511 and the railroad improvement fund of \$105,000, and the skyline gateway redevelopment fund of \$251,338, and receivables of \$239,946. There are no other financial assets that are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the balance sheet dates. For each year, the receivables are subject to time restrictions but are expected to be collected within one year.

GLDC has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. In addition, as part of its liquidity management, GLDC invests cash in excess of daily requirements in various short-term investments including certificate of deposits and money market accounts. As more fully described in Note 6, GLDC also has a line of credit in the amount of \$1.5 million, of which the full amount is available on December 31, 2025, and which it could draw upon in the event of an unanticipated liquidity need.

### NOTE 4 CONCENTRATION OF CREDIT RISK

Financial instruments which potentially subject GLDC and its subsidiaries to a concentration of credit risk consist principally of cash and notes receivable. GLDC maintained bank accounts at three financial institutions which were in excess of Federal Deposit Insurance Corporation (FDIC) coverage limits at December 31, 2025 and 2024; however management considers this to be a normal business risk.

# GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### NOTE 4 CONCENTRATION OF CREDIT RISK (Continued)

Concentrations of credit risk with respect to notes receivable arise from the fact that all notes receivable pertain to companies operating in the local community and, therefore, may be adversely affected by changes in the local economy. GLDC requires collateral on all notes to the fullest extent possible.

### NOTE 5 PROPERTY/BUILDING LEASES

The United States Air Force (USAF) conveyed various buildings and property located in the Griffiss Business and Technology Park to OCIDA. GLDC leases back this property from OCIDA pursuant to various leases at de minimis amounts. GLDC also has the right to obtain the fee title to the leased property at any time for nominal consideration and to sublease these parcels.

GLDC subleases the commercial space to several third parties under noncancelable operating leases. The terms of the leases range from 1 to 55 years with various renewal options with lease payments ranging from \$3,325 to \$366,300 annually over the terms of the leases. There are no variable lease payments. Leases do not transfer ownership of the underlying assets to the lessee. Total lease income received for the years ended December 31, 2025 and 2024 was \$1,646,352 and \$1,717,997, respectively.

The determination of whether an arrangement is a lease is made at the lease's inception. GLDC will only reassess if the terms and conditions of the contract are changed. Many of the lease contracts contain separate fee requirements for common area maintenance and other service fees. Under FASB ASC 842, these services are considered a nonlease component which GLDC recognizes and accounts for separately under revenue recognition standards (See Note 1).

It is management's policy to calculate depreciation and residual value annually. To minimize risk, management continually monitors the market, as well as other economic and industry factors that may have an impact on the residual values of leased assets. The assets are also covered by fire, liability, and property and casualty insurance and are subject to periodic inspection on an as needed basis.

The following is an analysis of the carrying amounts of the underlying buildings and building improvements relating to the operating leases at December 31:

<u>Category</u>	<u>2025</u>	<u>2024</u>
Buildings	\$ 5,830,489	\$ 5,830,489
Building Improvements	20,447,478	19,934,350
Accumulated Depreciation	<u>(20,467,956)</u>	<u>(19,845,836)</u>
	<u>\$ 5,810,011</u>	<u>\$ 5,919,003</u>

# GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### NOTE 5 PROPERTY/BUILDING LEASES (Continued)

The estimated future minimum sublease payments to be received by GLDC are as follows:

<u>Year</u>	<u>Lease Income</u>
2026	\$ 1,869,710
2027	1,779,830
2028	1,251,216
2029	814,997
2030	819,112
Thereafter	<u>1,341,055</u>
Total	<u>\$ 7,875,920</u>

CGR was sub-leasing space in a 46,305 square foot building constructed at 153 Brooks Road, Rome, NY to Assured Information Security, Inc. The operating lease, which was non-cancelable, was for an original term of 15 years and contained two options to renew the lease in 5-year increments.

During the year ended December 31, 2017, CGR commenced sub-leasing of additional space to the same company and in the same building. The original term of this additional sub-lease was through October 31, 2026 and contained 2 options to renew the lease in 5-year increments. On October 21, 2025, CGR entered into a purchasing agreement with Brooks Road Holding LLC to sell the building CGR currently subleases to AIS. The agreement is expected to close in March 2026. As a result of the purchasing agreement and other factors, in accordance with ASC 360, *Accounting for Long Lived Assets*, the assets have been reclassified to assets held for sale as of December 31, 2025, and shown as a current asset on the Consolidated Statement of Financial Position for 2025.

In addition, assets that are held for sale are required to be reported at the lower of the carrying amount or fair value less cost to sell. Accordingly, CGR recognized an impairment loss of \$2,837,927 in the Organization's Statement of Activities.

Lease income for each of the years ended December 31, 2025 and 2024 was \$1,019,509.

The estimated future minimum sublease payment to be received by CGR up to the date of the sale are as follows:

<u>Year</u>	<u>Lease Income</u>
2026	\$ 218,181

CGR, as tenant, is concurrently leasing the same location from OCIDA, as landlord, for \$500 per year.

On October 1, 2019, 99 Otis St. commenced subleasing the second floor of a 32,110 square foot building at 99 Otis St, Rome, NY to NYSTEC. The operating lease, which is non-cancelable, is for an original term of 10 years and contains two options to renew the lease in 5-year increments.

**GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 5 PROPERTY/BUILDING LEASES (Continued)**

On March 1, 2020, 99 Otis St. commenced subleasing the first floor of the same building to a tenant. This operating lease, which is non-cancelable, is for an original term of 7 years and 6 months and contains two options to renew the lease in 5-year increments.

Lease income for each of the years ended December 31, 2025 and 2024 was \$667,676.

The following is an analysis of the carrying amounts of the underlying building and building improvements relating to the operating lease at December 31:

<u>Category</u>	<u>2025</u>	<u>2024</u>
Building	\$ 6,888,084	\$ 6,888,084
Building Improvements	874,694	874,694
Accumulated Depreciation	<u>(1,739,867)</u>	<u>(1,430,037)</u>
	<u>\$ 6,022,911</u>	<u>\$ 6,332,741</u>

The estimated future minimum sublease payments to be received by 99 Otis St. are as follows:

<u>Year</u>	<u>Lease Income</u>
2026	\$ 670,601
2027	553,805
2028	309,908
2029	316,368
2030	309,908
Thereafter	<u>3,109,608</u>
Total	<u>\$ 5,270,198</u>

99 Otis St., as tenant, is concurrently leasing the same location from OCIDA, as landlord, for \$750 per year.

**NOTE 6 LINE OF CREDIT**

GLDC has a \$1.5 million unsecured line of credit with M&T Bank at a variable interest rate. The line of credit had a zero balance at each of the years ended December 31, 2025 and 2024.

**GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 7 LONG-TERM DEBT**

At December 31, 2025 and 2024, long-term debt consisted of the following:

	<u>2025</u>	<u>2024</u>
<b><u>GLDC</u></b>		
Loan payable to M&T Bank which is due January 9, 2027, for the purpose of site improvements, rail and roadway improvements, and certain other fees and expense related to the Sovena project. The loan is currently being repaid by monthly interest payments at 4.96% per annum and an annual principal payment of \$60,000. A final lump sum principal payment will be due at maturity. The note is collateralized by a first position in the proceeds of the Payment in Lieu of Tax/Tax Incentive Financing Agreements that pertain to the Sovena USA Project as described in Note 1.	\$ 402,435	\$ 462,435
Loan payable to Mohawk Valley Rehabilitation Corporation due December 29, 2025 which was used to provide working capital. The loan was unsecured and was repaid with monthly principal payments only \$3,502, including interest at 2.44% per annum. The loan was paid in full during the 2025 year.	0	41,474
Loan payable to First Source Federal Credit Union due November 19, 2026 to finance the purchase of business equipment which is collateralized by a security interest in the equipment itself. The loan is currently being repaid with monthly payments of \$2,455, including interest at 2.5% per annum, until maturity.	26,674	55,085
Participation Loan payable to Utica Industrial Development Corporation due November 8, 2031 to assist with financing the Orgill project. GLDC's share of the participation is \$143,500 and is recorded as a Note Receivable. (See Note 1). The loan is collateralized by a second in line security interest in a portion of the PILOT agreement, as defined by the debt service payments section of the PILOT allocation agreement. The loan is further secured by a letter of credit from Orgill guaranteeing payments on the PILOT. The loan is currently be repaid with monthly payments in the amount of \$4,808 until maturity, including interest at 4% per annum.	546,174	581,257

**GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 7 LONG-TERM DEBT (Continued)**

	<u>2025</u>	<u>2024</u>
<p>Loan payable to Adirondack Bank due November 8, 2032 to assist with financing the Orgill project. The loan is net of unamortized closing costs of \$15,658 and \$17,922 at December 31, 2025 and 2024, respectively. The loan is collateralized by a security interest in a portion of the PILOT agreement, as defined by the debt service payments section of the PILOT allocation agreement. The loan is further secured by a letter of credit from Orgill guaranteeing payments on the PILOT. The loan is currently being repaid with monthly payments in the amount of \$22,050 until maturity, including interest at 3.91% per annum.</p>	2,504,086	2,664,093
<p>Loan payable to Adirondack Bank due August 18, 2031 which was used to refinance various loans. The loan is net of unamortized closing costs of \$28,463 and \$33,485 at December 31, 2025 and 2024, respectively. The loan is collateralized by a security interest in certain property located on Daedalian Drive and Brooks Road, including assignment of leases and rents, equipment, fixtures and personal property, and certain deposit accounts. The loan is currently being repaid with monthly payments in the amount of \$19,426 until maturity, including interest at 3.51% per annum.</p>	1,171,804	1,353,476
<p><b><u>Cardinal Griffiss Realty, LLC</u></b></p>		
<p>Loan payable to Adirondack Bank due September 18, 2031 which was used to refinance loans originally used to finance construction and improvements to a building, as well as to refinance a portion of the intercompany loan with GLDC noted below. The loan is net of unamortized closing costs of \$9,573 and \$11,258 at December 31, 2025 and 2024, respectively. The loan is collateralized by a security interest in certain property located on Brooks Road, including assignment of leases and rents, equipment, fixtures and personal property, and certain deposit accounts. The loan is currently being repaid with monthly payments in the amount of \$19,505 until maturity, including interest at 3.51% per annum.</p>	2,076,427	2,231,447

**GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 7 LONG-TERM DEBT (Continued)**

	<u>2025</u>	<u>2024</u>
<b><u>99 Otis St, LLC</u></b>		
Loan payable to M&T Bank due November 20, 2030 to assist in financing the construction of a building on Otis Street located in Griffiss Business and Technology Park in Rome, NY. The loan is secured by a first lien mortgage on the fee simple estate to the premises located at 99 Otis Street, Rome, NY, a first position security interest in all fixtures, equipment and personal property affixed to, owned by 99 Otis St. and used in connection with or the operation of the premises, an assignment of leases and rents, and an assignment of contracts, plans, and permits relating to the construction. In addition, the loan is further secured by a guaranty from GLDC and NYSTEC. The loan is net of unamortized closing costs of \$19,324 and \$23,254 at December 31, 2025 and 2024, respectively. The loan is currently being repaid with monthly payments of \$15,058, including interest at 3.38% per annum.	2,088,402	2,190,956
Loan payable to EDGE due April 1, 2035 to assist in financing the construction of a building. The loan is net of closing costs of \$7,853 and \$8,695 at December 31, 2025 and 2024, respectively. It is secured by a mortgage interest in related land, building improvements, and equipment, as well as an assignment of leases and rents. It is further secured by a guaranty from GLDC and NYSTEC. The loan is currently being repaid with monthly principal and interest payments of \$3,883, including interest at 4% per annum.	354,623	385,198
Loan payable to Mohawk Valley Economic Development District, Inc. due April 1, 2035 to assist in financing the construction of a building. The loan is net of closing costs of \$4,872 and \$5,394 at December 31, 2025 and 2024, respectively. It is secured by a mortgage interest in related land, building improvements, and equipment, as well as an assignment of leases and rents. It is further secured by a guaranty from GLDC and NYSTEC. The loan is currently being repaid with monthly principal and interest payments of \$2,774, including interest at 4% per annum.	254,051	275,958

**GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 7 LONG-TERM DEBT (Continued)**

	<u>2025</u>	<u>2024</u>
Loan payable to M&T Bank due August 14, 2036 to assist in financing leasehold improvements for the buildout of space to a building on Otis Street located in Griffiss Business and Technology Park in Rome, NY. The loan is secured by a second lien mortgage on the fee simple estate to the premises located at 99 Otis Street, Rome, NY, a second position security interest in all fixtures, equipment and personal property affixed to, owned by 99 Otis St. and used in connection with or the operation of the premises, an assignment of leases and rents, and an assignment of contracts, plans, and permits relating to the construction. In addition, the loan is further secured by a guaranty from GLDC and NYSTEC. The loan is net of unamortized closing costs of \$8,568 and \$9,374 at December 31, 2025 and 2024, respectively. The loan is currently being repaid with monthly payments of \$4,516, including interest at 3.79% per annum.		
Total	465,054	499,505
Less: Current Maturities of Long-Term Debt	9,889,729	10,740,884
Total Long-Term Debt	<u>834,608</u>	<u>850,175</u>
	<u>\$ 9,065,121</u>	<u>\$ 9,890,709</u>

The following are maturities of long-term debt for the next five years and thereafter:

<u>Years</u>	<u>99 Otis St. Amount</u>	<u>CGR Amount</u>	<u>GLDC Amount</u>	<u>Total Amount</u>
2026	\$ 196,780	\$ 160,780	\$ 477,048	\$ 834,608
2027	204,333	166,657	748,064	1,119,054
2028	211,948	172,574	421,153	805,675
2029	220,290	179,051	437,910	837,251
2030	1,746,283	185,589	454,995	2,386,867
Thereafter	<u>582,496</u>	<u>1,211,776</u>	<u>2,112,002</u>	<u>3,906,274</u>
Total	<u>\$ 3,162,130</u>	<u>\$ 2,076,427</u>	<u>\$ 4,651,172</u>	<u>\$ 9,889,729</u>

Amortization of loan closing costs is reported in the statements of activities as interest expense.

Interest expense on the above debt for the years ended December 31, 2025 and 2024 was \$404,472 and \$439,087, respectively.

As a result of the unwind of tax credit financing on September 7, 2017, GLDC was assigned a \$6,622,200 note due from CGR which matures on August 31, 2040. The note was originally a portion of the financing for the Assured Information Security, Inc. project for construction of a building. The loan is secured by an assignment of mortgage, leases, and rents covering the land, building, and improvements. CGR is making monthly periodic payments on the loan. At December 31, 2025 and 2024, the balance of the loan is \$4,197,615 and \$4,233,411, respectively.

**GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 7 LONG-TERM DEBT (Continued)**

All intercompany loans have been eliminated through consolidation.

The Corporation's long-term debt agreements contain certain covenants, primarily various debt service coverage ratios with one financial institution. The Corporation was in compliance with the covenants for the years ended December 31, 2025 and 2024.

**NOTE 8 MEMBER'S EQUITY**

The change in GLDC's consolidated net assets without donor restrictions attributed to the controlling and noncontrolling interest in 99 Otis St. is as follows:

	Controlling Interest	Noncontrolling Interest	Total
Balance, January 1, 2024	\$ 2,169,572	\$ 1,752,741	\$ 3,922,313
Excess of Revenue over Expenses	<u>3,911</u>	<u>3,200</u>	<u>7,111</u>
Balance, December 31, 2024	\$ <u>2,173,483</u>	\$ <u>1,755,941</u>	\$ <u>3,929,424</u>
Excess of Revenue over Expenses	<u>10,423</u>	<u>8,528</u>	<u>18,951</u>
Balance, December 31, 2025	\$ <u>2,183,906</u>	\$ <u>1,764,469</u>	\$ <u>3,948,375</u>

The change in GLDC's member equity attributed to Cardinal Griffiss Realty, LLC is as follows:

Balance, January 1, 2024	\$ <u>1,680,045</u>
Excess of Revenue over Expenses	<u>153,252</u>
Balance, December 31, 2024	\$ <u>1,833,297</u>
Excess of Revenue over Expenses	<u>142,774</u>
Loss on Impairment of Property	<u>(2,837,927)</u>
Balance (Deficit), December 31, 2025	\$ <u>(861,856)</u>

**NOTE 9 PENSION PLAN**

GLDC contributes to a defined contribution pension plan for all of its employees. Employees are eligible for immediate membership in the plan but will not become fully vested until completion of 1 year of service. Contributions paid to the plan are based upon 10% of participants' compensation. The amount of contributions paid to the plan on behalf of the employees of GLDC for 2025 and 2024 amounted to \$73,762 and \$68,442, respectively. At December 31, 2025 and 2024, GLDC had unpaid contributions due to the plan in the amount of \$883 and \$3,018, respectively.

**NOTE 10 RELATED PARTY TRANSACTIONS**

Griffiss Utility Services Corporation (GUSC) is a 509(a)(3) supporting organization of GLDC, which by definition is considered a related party. GUSC reimburses GLDC for various costs incurred for operational work, which totaled \$135,374 and \$130,047, respectively, for the years ended December 31, 2025 and 2024. At December 31, 2025 and 2024, GLDC had amounts due from Griffiss Utility Services Corporation (GUSC) of \$51,430 and \$52,393, respectively.

**GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 10 RELATED PARTY TRANSACTIONS (Continued)**

GLDC, CGR, and 99 Otis St. pay GUSC for electric costs incurred for their leased properties. Utility expenses for the years ended December 31, 2025 and 2024 was \$163,888 and \$136,232, respectively. At December 31, 2025 and 2024, GLDC, CGR and 99 Otis St. had amounts due to GUSC of \$14,390 and \$14,028, respectively.

**NOTE 11 GRANT CONTINGENCIES**

Amounts received or receivable from grantor agencies are subject to audit and adjustment principally by the Federal and State governments. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable program. The amounts of expenditures which may be disallowed by the grantor cannot be determined at this time although GLDC expects such amounts, if any, to be immaterial.

**NOTE 12 OTHER CONTINGENCIES**

GLDC has entered into various commercial agreements including loan agreements, real property sales agreements, leases (as either a tenant or a landlord), and other agreements pursuant to which it has agreed to indemnify the other party or parties. For the most part, the indemnities granted by GLDC cover premises liability-related matters, including environmental matters, and are considered by GLDC to be either commercially required or commercially reasonable under the circumstances of the transaction in question. With respect to most, but not all, of these indemnities, GLDC has arranged for liability insurance, including environmental liability insurance, in an amount it deems adequate (less applicable deductibles) to cover its potential exposure under such indemnities.

**NOTE 13 CLASSIFICATION OF EXPENSES**

The statement of activities presents expenses by functional classification with depreciation (and other changes) presented separately. The classification of expenses by function with depreciation included as a program service, which reconciles to the statement of functional expenses, is as follows:

	<u>2025</u>	<u>2024</u>
Program Services		
Redevelopment and Leasing	\$ 5,999,161	\$ 5,596,416
Marketing and Promotion	19,446	27,807
Supporting Services		
Management and General	465,927	292,180
Total Expenses	<u>\$ 6,484,534</u>	<u>\$ 5,916,403</u>

**NOTE 14 SUBSEQUENT EVENTS**

Management has evaluated subsequent events through March \_\_, 2026, the date on which the consolidated financial statements were available to be issued.

On March 19, 2026, CGR closed on the sale of property identified as held for sale at December 31, 2025. See Note 5 for additional information. In addition, proceeds from the sale were used to pay off two Adirondack Bank loans outstanding totaling \$3,237,197 as of the date of the sale, which were related to construction and improvements on the property sold.

**GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 14 SUBSEQUENT EVENTS (Continued)**

On February 27, 2026, GLDC entered into a purchase and sale agreement, for approximately \$594,000, with a local business for purchase of property located within Griffiss Business and Technology Park. In addition, in March 2026, GLDC closed on a loan agreement with EDGE for \$500,000 related to demolition of a building which is located on this property to prepare it for sale.

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**GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES**

**CONSOLIDATING SCHEDULE OF FINANCIAL POSITION**

December 31, 2025

	GLDC	CGR	99 Otis St.	Combined Balance	Consolidation Elimination	Final Balance
<b>Assets</b>						
<b>Current Assets</b>						
Cash and Cash Equivalents	\$ 1,967,756	\$ 1,332,411	\$ 708,880	\$ 4,009,047	\$ 2,221	\$ 4,011,268
Accounts Receivable, Net	218,999	0	8,977	227,976	0	227,976
Due from Related Organizations	94,465	0	0	94,465	(43,035)	51,430
Grants Receivable	565,957	0	0	565,957	0	565,957
Loan Participation Note - Current	8,061	0	0	8,061	0	8,061
Prepaid Assets - Current	3,418	0	19,251	22,669	0	22,669
Lease Receivable - Current	5,065	23,135	17,273	45,473	0	45,473
Assets Held for Sale	0	4,190,229	0	4,190,229	0	4,190,229
Total Current Assets	<u>2,863,721</u>	<u>5,545,775</u>	<u>754,381</u>	<u>9,163,877</u>	<u>(40,814)</u>	<u>9,123,063</u>
<b>Property</b>						
Land	2,158,023	0	125,000	2,283,023	0	2,283,023
Construction in Progress	11,250	0	0	11,250	0	11,250
Buildings and Site Improvements	27,745,523	0	7,762,778	35,508,301	0	35,508,301
Roadways and Improvements	5,203,440	0	0	5,203,440	0	5,203,440
Railways and Improvements	1,686,767	0	0	1,686,767	0	1,686,767
Utility Improvements	582,831	0	0	582,831	0	582,831
Signage	250,266	0	0	250,266	0	250,266
Furniture, Fixtures, and Equipment	1,008,021	0	21,404	1,029,425	0	1,029,425
Vehicles and Automotive Equipment	303,576	0	0	303,576	0	303,576
Total Property	38,949,697	0	7,909,182	46,858,879	0	46,858,879
Accumulated Depreciation	<u>(29,779,031)</u>	<u>0</u>	<u>(1,751,841)</u>	<u>(31,530,875)</u>	<u>0</u>	<u>(31,530,875)</u>
Net Property	<u>9,170,666</u>	<u>0</u>	<u>6,157,338</u>	<u>15,328,004</u>	<u>0</u>	<u>15,328,004</u>
<b>Other Long-Term Assets</b>						
Investment in Subsidiaries	3,212,800	0	0	3,212,800	(3,212,800)	0
Note Receivable from Related Organization	4,197,614	0	0	4,197,614	(4,197,614)	0
Lease Receivable	48,163	0	222,066	270,229	0	270,229
Loan Participation Note	112,521	0	0	112,521	0	112,521
Lease Acquisition Costs, Net	100,850	0	32,767	133,617	0	133,617
Project Costs, Net	4,028,028	0	0	4,028,028	0	4,028,028
Goodwill	132,000	0	0	132,000	0	132,000
Total Other Long-Term Assets	<u>13,831,976</u>	<u>0</u>	<u>254,833</u>	<u>12,086,809</u>	<u>(7,410,414)</u>	<u>4,676,395</u>
<b>Total Assets</b>	<b>\$ 23,866,363</b>	<b>\$ 5,545,775</b>	<b>\$ 7,166,552</b>	<b>\$ 36,578,690</b>	<b>\$ (7,451,228)</b>	<b>\$ 29,127,462</b>
<b>Liabilities and Net Assets</b>						
<b>Current Liabilities</b>						
Accounts Payable and Accrued Expenses	\$ 871,157	\$ 99,211	\$ 16,682	\$ 987,050	\$ 0	\$ 987,050
Due to Related Organization	11,807	34,379	9,017	55,203	(40,814)	14,389
Deferred Revenue	59,721	0	30,350	90,071	0	90,071
Current Maturities of Long-Term Debt	477,048	160,780	196,780	834,608	0	834,608
Total Current Liabilities	<u>1,419,733</u>	<u>294,370</u>	<u>252,829</u>	<u>1,966,932</u>	<u>(40,814)</u>	<u>1,926,118</u>
<b>Long-Term Liabilities</b>						
Capital Improvement Reserve	424,510	0	0	424,510	0	424,510
Railroad Improvement Fund	120,000	0	0	120,000	0	120,000
Skyline Gateway Redevelopment Fund	393,769	0	0	393,769	0	393,769
Compensated Absences	62,906	0	0	62,906	0	62,906
Long-Term Debt	4,174,125	6,113,261	2,965,349	13,252,735	(4,197,614)	9,055,121
Total Long-Term Liabilities	<u>5,175,310</u>	<u>6,113,261</u>	<u>2,965,349</u>	<u>14,253,920</u>	<u>(4,197,614)</u>	<u>10,056,306</u>
<b>Net Assets</b>						
Members' Equity	0	(861,856)	3,948,374	3,086,518	(3,212,800)	(126,282)
Net Assets without Donor Restrictions	17,271,320	0	0	17,271,320	0	17,271,320
Total Net Assets (Deficit)	<u>17,271,320</u>	<u>(861,856)</u>	<u>3,948,374</u>	<u>20,357,838</u>	<u>(3,212,800)</u>	<u>17,145,038</u>
<b>Total Liabilities and Net Assets</b>	<b>\$ 23,866,363</b>	<b>\$ 5,545,775</b>	<b>\$ 7,166,552</b>	<b>\$ 36,578,690</b>	<b>\$ (7,451,228)</b>	<b>\$ 29,127,462</b>

**GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES**  
**CONSOLIDATING SCHEDULE OF ACTIVITIES**  
**For the Year Ended December 31, 2025**

	<u>GLDC</u>	<u>CGR</u>	<u>99 Otis St.</u>	<u>Combined Balance</u>	<u>Consolidation Elimination</u>	<u>Final Balance</u>
<b>Revenue and Support</b>						
Building Lease Income	\$ 1,646,352	\$ 1,019,509	\$ 667,674	\$ 3,333,535	\$ 0	\$ 3,333,535
Other Lease Related Income	355,132	20,820	9,883	385,835	0	385,835
Federal Grants	383,061	0	0	383,061	0	383,061
New York State Grants	95,765	0	0	95,765	0	95,765
Interest Income	54,903	18,450	12,346	85,699	0	85,699
Payments In Lieu of Taxes	505,095	0	0	505,095	0	505,095
Project Development Fees	105,853	0	0	105,853	(105,853)	0
Reimbursements and Refunds	817,896	0	3,598	821,494	0	821,494
Snowplowing and Lawn Maintenance	459,496	0	0	459,496	(56,911)	402,585
Other Income	244,738	0	0	244,738	(39,991)	204,747
Total Revenue and Support	<u>4,668,291</u>	<u>1,058,779</u>	<u>693,501</u>	<u>6,420,571</u>	<u>(202,755)</u>	<u>6,217,816</u>
<b>Expenses</b>						
Program Services						
Redevelopment and Leasing	3,396,211	615,556	321,228	4,332,995	(202,755)	4,130,240
Marketing and Promotion	19,446	0	0	19,446	0	19,446
Supporting Services						
Management and General	419,616	25,535	20,776	465,927	0	465,927
Total Expenses	<u>3,835,273</u>	<u>641,091</u>	<u>342,004</u>	<u>4,818,368</u>	<u>(202,755)</u>	<u>4,615,613</u>
<b>Increase in Net Assets Before Other Changes</b>	<u>833,018</u>	<u>417,688</u>	<u>351,497</u>	<u>1,602,203</u>	<u>0</u>	<u>1,602,203</u>
<b>Other Changes</b>						
Depreciation and Amortization Expense	(1,261,460)	(274,914)	(332,547)	(1,868,921)	0	(1,868,921)
Net (Loss) on Impairment of Property	0	(2,837,927)	0	(2,837,927)	0	(2,837,927)
Total Other Changes	<u>(1,261,460)</u>	<u>(3,112,841)</u>	<u>(332,547)</u>	<u>(4,706,848)</u>	<u>0</u>	<u>(4,706,848)</u>
<b>Increase (Decrease) in Net Assets</b>	<u>(428,442)</u>	<u>(2,695,153)</u>	<u>18,950</u>	<u>(3,104,645)</u>	<u>0</u>	<u>(3,104,645)</u>
<b>Net Assets, Beginning of Year</b>	<u>17,699,762</u>	<u>1,833,297</u>	<u>3,929,424</u>	<u>23,462,483</u>	<u>(3,212,800)</u>	<u>20,249,683</u>
<b>Net Assets (Deficit), End of Year</b>	<u>\$ 17,271,320</u>	<u>\$ (861,856)</u>	<u>\$ 3,948,374</u>	<u>\$ 20,357,838</u>	<u>\$ (3,212,800)</u>	<u>\$ 17,145,038</u>

See Independent Auditor's Report.

**GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES**

**CONSOLIDATING SCHEDULE OF FINANCIAL POSITION**

December 31, 2024

	<u>GLDC</u>	<u>CGR</u>	<u>99 Otis St.</u>	<u>Combined Balance</u>	<u>Consolidation Elimination</u>	<u>Final Balance</u>
<b>Assets</b>						
<b>Current Assets</b>						
Cash and Cash Equivalents	\$ 2,485,478	\$ 1,011,407	\$ 599,082	\$ 4,095,967	\$ 8,766	\$ 4,104,733
Accounts Receivable, Net	120,898	0	6,843	127,741	0	127,741
Due from Related Organizations	117,058	0	0	117,058	(64,665)	52,393
Grants Receivable	52,066	0	0	52,066	0	52,066
Loan Participation Note - Current	7,746	0	0	7,746	0	7,746
Prepaid Assets - Current	6,685	0	18,432	25,117	0	25,117
Lease Receivable - Current	11,189	27,760	10,102	49,051	0	49,051
Total Current Assets	<u>2,801,120</u>	<u>1,039,167</u>	<u>634,459</u>	<u>4,474,746</u>	<u>(55,899)</u>	<u>4,418,847</u>
<b>Property</b>						
Land	2,158,023	562,500	125,000	2,845,523	0	2,845,523
Building and Site Improvements	26,765,566	9,773,239	7,762,778	44,301,583	0	44,301,583
Roadways and Improvements	5,203,440	0	0	5,203,440	0	5,203,440
Railways and Improvements	1,686,767	0	0	1,686,767	0	1,686,767
Utility Improvements	582,831	0	0	582,831	0	582,831
Signage	250,266	7,396	0	257,662	0	257,662
Furniture, Fixtures, and Equipment	970,889	130,416	21,404	1,122,709	0	1,122,709
Vehicles and Automotive Equipment	303,576	0	0	303,576	0	303,576
Total Property	37,921,358	10,473,551	7,909,182	56,304,091	0	56,304,091
Accumulated Depreciation	<u>(28,982,312)</u>	<u>(3,170,481)</u>	<u>(1,438,956)</u>	<u>(33,591,749)</u>	<u>0</u>	<u>(33,591,749)</u>
Net Property	<u>8,939,046</u>	<u>7,303,070</u>	<u>6,470,226</u>	<u>22,712,342</u>	<u>0</u>	<u>22,712,342</u>
<b>Other Long-Term Assets</b>						
Investment in Subsidiary	3,212,800	0	0	3,212,800	(3,212,800)	0
Note Receivable from Related Organization	4,233,441	0	0	4,233,441	(4,233,441)	0
Lease Receivable	43,069	23,135	224,994	291,198	0	291,198
Loan Participation Note	121,214	0	0	121,214	0	121,214
Lease Acquisition Costs, Net	148,587	0	52,426	201,013	0	201,013
Project Costs, Net	4,432,549	0	0	4,432,549	0	4,432,549
Goodwill	132,000	0	0	132,000	0	132,000
Total Other Long-Term Assets	<u>12,323,660</u>	<u>23,135</u>	<u>277,420</u>	<u>12,624,215</u>	<u>(7,446,241)</u>	<u>5,177,974</u>
<b>Total Assets</b>	<b>\$ 34,063,826</b>	<b>\$ 8,365,372</b>	<b>\$ 7,382,105</b>	<b>\$ 39,811,303</b>	<b>\$ (7,502,140)</b>	<b>\$ 32,309,163</b>
<b>Liabilities and Net Assets</b>						
<b>Current Liabilities</b>						
Accounts Payable and Accrued Expenses	\$ 196,144	\$ 15,105	\$ 36,007	\$ 247,256	\$ 0	\$ 247,256
Due to Related Organization	9,165	52,082	8,680	69,927	(55,899)	14,028
Deferred Revenue	78,844	0	56,377	135,221	0	135,221
Current Maturities of Long-Term Debt	505,567	155,108	189,500	850,175	0	850,175
Total Current Liabilities	<u>789,720</u>	<u>222,295</u>	<u>290,564</u>	<u>1,302,579</u>	<u>(55,899)</u>	<u>1,246,680</u>
<b>Long-Term Liabilities</b>						
Capital Improvement Reserve	424,511	0	0	424,511	0	424,511
Railroad Improvement Fund	105,000	0	0	105,000	0	105,000
Skyline Gateway Redevelopment Fund	333,201	0	0	333,201	0	333,201
Compensated Absences	59,379	0	0	59,379	0	59,379
Long-Term Debt	4,652,253	6,309,780	3,162,117	14,124,150	(4,233,441)	9,890,709
Total Long-Term Liabilities	<u>5,574,344</u>	<u>6,309,780</u>	<u>3,162,117</u>	<u>15,046,241</u>	<u>(4,233,441)</u>	<u>10,812,800</u>
<b>Net Assets</b>						
Member's Equity	0	1,833,297	3,929,424	5,762,721	(3,212,800)	2,549,921
Net Assets without Donor Restrictions	17,699,762	0	0	17,699,762	0	17,699,762
Total Net Assets	<u>17,699,762</u>	<u>1,833,297</u>	<u>3,929,424</u>	<u>23,462,483</u>	<u>(3,212,800)</u>	<u>20,249,683</u>
<b>Total Liabilities and Net Assets</b>	<b>\$ 24,063,826</b>	<b>\$ 8,365,372</b>	<b>\$ 7,382,105</b>	<b>\$ 39,811,303</b>	<b>\$ (7,502,140)</b>	<b>\$ 32,309,163</b>

See Independent Auditor's Report.

**GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES**  
**CONSOLIDATING SCHEDULE OF ACTIVITIES**  
**For the Year Ended December 31, 2024**

	<u>GLDC</u>	<u>CGR</u>	<u>99 Otis St.</u>	<u>Combined Balance</u>	<u>Consolidation Elimination</u>	<u>Final Balance</u>
<b>Revenue and Support</b>						
Building Lease Income	\$ 1,717,996	\$ 1,019,509	\$ 667,677	\$ 3,405,182	\$ 0	\$ 3,405,182
Other Lease Related Income	352,301	20,819	9,883	383,003	0	383,003
Federal Grants	517,880	0	0	517,880	0	517,880
New York State Grants	37,620	0	0	37,620	0	37,620
Interest Income	47,685	21,170	9,539	78,394	0	78,394
Payments In Lieu of Taxes	505,095	0	0	505,095	0	505,095
Project Development Fees	105,853	0	0	105,853	(105,853)	0
Reimbursements and Refunds	201,379	0	17,639	219,018	0	219,018
Snowplowing and Lawn Maintenance	450,634	0	0	450,634	(56,911)	393,723
Other Income	<u>278,704</u>	<u>0</u>	<u>0</u>	<u>278,704</u>	<u>(37,630)</u>	<u>241,074</u>
Total Revenue and Support	<u>4,215,147</u>	<u>1,061,498</u>	<u>704,738</u>	<u>5,981,383</u>	<u>(200,394)</u>	<u>5,780,989</u>
<b>Expenses</b>						
Program Services						
Redevelopment and Leasing	2,788,046	617,021	352,210	3,757,277	(200,394)	3,556,883
Marketing and Promotion	27,807	0	0	27,807	0	27,807
Supporting Services						
Management and General	<u>262,476</u>	<u>16,836</u>	<u>12,868</u>	<u>292,180</u>	<u>0</u>	<u>292,180</u>
Total Expenses	<u>3,078,329</u>	<u>633,857</u>	<u>365,078</u>	<u>4,077,264</u>	<u>(200,394)</u>	<u>3,876,870</u>
<b>Increase in Net Assets Before Other Changes</b>	1,136,818	427,641	339,660	1,904,119	0	1,904,119
<b>Other Changes</b>						
Depreciation and Amortization Expense	<u>(1,432,595)</u>	<u>(274,389)</u>	<u>(332,549)</u>	<u>(2,039,533)</u>	<u>0</u>	<u>(2,039,533)</u>
<b>Increase (Decrease) in Net Assets</b>	(295,777)	153,252	7,111	(135,414)	0	(135,414)
<b>Net Assets , Beginning of Year</b>	<u>17,995,539</u>	<u>1,680,045</u>	<u>3,922,313</u>	<u>23,597,897</u>	<u>(3,212,800)</u>	<u>20,385,097</u>
<b>Net Assets, End of Year</b>	<u>\$ 17,699,762</u>	<u>\$ 1,833,297</u>	<u>\$ 3,929,424</u>	<u>\$ 23,462,483</u>	<u>\$ (3,212,800)</u>	<u>\$ 20,249,683</u>

See Independent Auditor's Report.



**MEMORANDUM**

TO: GLDC Board of Directors  
FROM: Staff  
Date: 3/26/26  
RE: Ratify and Confirm Public Authority Accountability Act (PAAA) Documents

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The following PAAA Documents require your ratification and confirmation. Attached to this memo are the Authority Mission Statement and Performance Measurements for 2024 Report Year. The remainder of the documents can be viewed at <https://www.griffissldc.org/reports-policies/policies/> and include:

1. GLDC By-Laws
2. GLDC Procurement Policy
3. Board Member Compensation, Reimbursement, and Attendance Policy
4. Governance Committee Charter
5. Statement of Duties and Responsibilities
6. Audit Committee Charter
7. Finance Committee Charter
8. Whistleblower Policy
9. Real Policy Acquisition Guidelines
10. Property Disposition Guidelines
11. Code of Ethics
12. Defense and Indemnification Policy
13. Investment and Deposit Policy
14. Conflict of Interest and Confidentiality Policy

## **Authority Mission Statement and Performance Measurements**

**Name of Public Authority:** Griffiss Local Development Corporation

### **Griffiss Local Development Corporation's Mission Statement:**

Griffiss Local Development Corporation's mission is to promote, facilitate, and oversee the redevelopment of the former Griffiss Air Force Base, Rome, NY through the implementation of a comprehensive redevelopment strategy (Which includes the development of the Griffiss Business and Technology Park) and to maintain, strengthen, and expand the viability of the remaining Air Force and other Federal assets including the Air Force Research Laboratory, the Defense Finance and Accounting Service, and the Eastern Air Defense Sector.

**Date Adopted:** October 28, 1994, Reaffirmed by Board action & vote on **March 26, 2026**

### **List of Performance Goals (in bold) (If additional space is needed, please attach):**

- **Promote, facilitate, and oversee the redevelopment of the former Griffiss Air Force Base, Rome, NY**
- **Implementation of a comprehensive redevelopment strategy**
- **Maintain, strengthen, and expand the viability of the remaining Air Force and other Federal assets**

### **2025 Griffiss Business Park Performance:**

#### **GLDC's Featured Projects**

- **Installation of nine new disc golf baskets enhances recreational experience and community engagement.**
- **Significant landscaping upgrades improve visual appeal and ecological health at park entrances and trail locations.**

#### **Griffiss Institute**

- **Blueprint 2030 aims to support 25 startups annually and raise a \$25 million venture fund.**
- **Innovare Advancement Center fosters academic and industrial partnerships, opening new innovation pathways.**
- **450 interns placed across 40 companies, with some programs attracting over 1,000 applications for 50 positions.**

#### **Air Force Research Lab**

- **Developed a groundbreaking supercomputer using 1,763 PlayStation 3 consoles for neuromorphic computing.**
- **Designated as a national resource for counter-drone technologies, addressing evolving warfare challenges.**
- **Research in quantum computing includes plans for a quantum network across New York State.**

#### **Griffiss Trail Upgrades**

- **Extensive repairs to the blacktop path along Route 825 improve safety and accessibility for**

pedestrians and cyclists.

**212 Hangar Road Demo**

- **Demolition funded by the EPA Revolving Loan Fund began in fall 2025, with plans for a 102,000 SF office building.**

**Building 776**

- **Proposed sublease for 22,410± sq. ft. for ICAN daycare services, with 88 spots created and a tentative opening in fall 2026.**

**Additional questions:**

1. Have the board members acknowledged that they have read and understood the mission of the public authority? **GLDC reviewed the mission statement and reaffirmed it via resolution on March 26, 2026.**
2. Who has the power to appoint the management of the public authority? **The twelve-member Board of Directors annually reviews and adopts a budget that includes administrative services fees.**
3. If the Board appoints management, do you have a policy you follow when appointing the management of the public authority? **The Board of Directors decides through annual**

**consideration of the staff services agreement between GLDC and Mohawk Valley EDGE to contractually engage the professionals of EDGE to provide services. Mohawk Valley EDGE is a staff of economic development professionals that GLDC would otherwise have to retain through excess expenses, i.e. directly, it would have to retain an individual CFO and economic development expertise in carrying out its duties and functions.**

**4. Briefly describe the role of the Board and the role of management in the implementation of the mission. The Mission of the Griffiss Local Development Corporation (GLDC) was developed by the Board of Directors through much consideration and discussion. The GLDC board is an independent body of members who all take their roles and responsibilities as members very seriously. They consider the facts and implications when making determinations. They turn to the Authorized Representative to provide insight and recommendations. However, all final decisions reside with the voting members of the Corporation.**

**5. Has the Board acknowledged that they have read and understood the responses to each of these questions? All members participated in drafting, presenting for discussion, and appraising these responses.**



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**MEMORANDUM**

TO: GLDC Board of Directors  
FROM: Staff  
Date: 3/26/26  
RE: Atlantic Testing Laboratories Lease Extension

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Atlantic Testing Laboratories has requested a one-year extension of their existing lease. The extension would run from **March 1, 2026 through February 28, 2027**, under the current lease terms and conditions.

Staff presents this request for the Board's consideration.

**SUBLEASE MODIFICATION AND EXTENSION AGREEMENT NO. 3**

**THIS SUBLEASE MODIFICATION AND EXTENSION AGREEMENT NO. 3** (the "Sublease Modification No. 3") is dated as of January 11, 2024, and is by and between **GRIFFISS LOCAL DEVELOPMENT CORPORATION**, a New York local development corporation with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Sublessor"), and **ATLANTIC TESTING LABORATORIES LIMITED**, a New York corporation with offices at 6431 US Highway 11, Canton, New York 13617 (the "Sublessee").

**WITNESSETH:**

**WHEREAS**, Sublessor and Sublessee entered into a Sublease Agreement dated as of January 2020, commencing on February 1, 2020, and expiring on January 31, 2021 (the "Original Term"), a Sublease Agreement dated as of January 21, 2021, commencing on February 1, 2021 and expiring on January 31, 2022 (the "Second Term"), a Sublease Modification and Extension Agreement No. 1 dated as of January 10, 2022, commencing on February 1, 2022 and expiring on January 31, 2023 (the "Extension Term") and a Sublease Modification and Extension Agreement No. 2 on February 1, 2023 and expiring February 29, 2024 (the "Second Modification") (the Original Term, the Second Term, the Extension Term and the Second Modification collectively hereinafter referred to as the "Sublease"); and

**WHEREAS**, pursuant to the Sublease, the Sublessor now leases to Sublessee that office space known as Suite 104 in that certain building situate at 584 Phoenix Drive, Rome, New York, and known as Building No. 780; and

**WHEREAS**, Sublessor and Sublessee have agreed to extend the term of the Sublease for a period of one (1) year (the "Third Extension Term") upon the same terms and conditions as

contained in the Sublease, other than as specified herein.

**NOW, THEREFORE**, in consideration of the premises, and the mutual covenants and agreements herein contained, the Sublessor and Sublessee agree as follows:

1. *No Default.* The Sublessee warrants and represents to Sublessor that there exists no event of default or event which, with the giving of notice or the lapse of time, or both, would constitute an event of default under the Sublease, and that it is in full and complete compliance with all of the terms and duties under the Sublease on its part to be performed.

2. *Term.* Sublessee's Third Extension Term shall be for a period of one (1) year, to wit: March 1, 2024 through February 28, 2025.

3. *Demised Premises.* Sublessor hereby subleases to the Sublessee, and the Sublessee hereby takes and hires from the Sublessor, that certain 1,093 GSF of office space (known as Suite 104) in Building No, 780 located on 584 Phoenix Drive, Rome, New York (the "Demised Premises"). Sublessee shall also have the non-exclusive right to use the Conference Room, Kitchen, and Bathroom facilities located in the Building.


4. *Rent.* Annual minimum rent shall be the sum of Nineteen Thousand Nine Hundred Forty-Seven and 25/100 Dollars (\$19,947.25) (\$18.25 per gross square foot), which sum the Sublessee shall pay to the Sublessor in equal monthly installments of One Thousand Six Hundred Sixty-Two and 27/100 Dollars (\$1,662.27), commencing March 1, 2024, and paid on the same day of each successive month during the Term.

5. *Modification.* Except to the extent specifically modified herein, all other terms and conditions of the Sublease shall remain in full force and effect.

6. *Governing Law.* This Sublease Modification No. 3 shall be governed by and construed in accordance with the laws of the State of New York, without reference to its choice of

IN WITNESS WHEREOF, the Sublessor and the Sublessee have caused this Sublease Modification Agreement No. 3 to be executed by their respective duly authorized officers as of the day and year first above written.

**GRIFFISS LOCAL DEVELOPMENT CORPORATION**

By:  \_\_\_\_\_  
Steven J. DiMeo  
Executive Vice President  
*Authorized Representative*

**ATLANTIC TESTING LABORATORIES LIMITED**

By:  \_\_\_\_\_  
Marijean B. Remington  
Chief Executive Officer

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

On the 11 day of January, 2024, before me, the undersigned, personally appeared STEVEN J. DIMEO, 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.

DEBRA LAUGHINGHOUSE  
Notary Public, State of New York  
Registration No. 01LA6402362  
Qualified in Oneida County  
Commission Expires: 12/30/2027

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

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF ST. LAWRENCE )

On the 8 day of January, 2024, before me, the undersigned, personally appeared MARIJEAN B. REMINGTON, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

Janelle M. Salisbury  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01SA6337868  
Qualified in St. Lawrence County  
Commission Expires 02 29 2024





**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>NFP Property &amp; Casualty Services, Inc.</b>		NAMED INSURED <b>Atlantic Testing Laboratories Limited</b> 6431 US Highway 11 Canton, NY 13617	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**

**AICA59 (12/22) Commercial Automobile Extension Endorsement (includes Additional Insured, Waiver of subrogation and Primary Non-Contributory)**

**Umbrella:**

**CLCU2466 (09/16) Umbrella Expansion Endorsement - NY (includes Waiver of Subrogation)**  
**CLCU2455 (07/10) Other Insurance - Additional Insureds: Primary & NonContributory**

**Workers Compensation:**

**WC000313 (04/84) Waiver of our Right to Recover From Others Endorsement**

**Inland Marine:**

**IM7851 (04/04) Blanket Loss Payee**

**RE: Lease of office space located at 584 Phoenix Drive, Griffiss Building & Technology Park, Building 780, Suite 104, Rome, NY. Griffiss Local Development Corporation; Economic Development Growth Enterprises Corporation and Oneida County Industrial Development Agency are additional insured on above general liability as required by written contract, per forms noted.**



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**MEMORANDUM**

TO: GLDC Board of Directors  
FROM: Staff  
Date: 3/26/26  
RE: Coleman Spohn Lease Extension

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Coleman Spohn has requested a one-year extension of their existing lease. The extension would run from **April 1, 2026 through March 31, 2027**, under the current lease terms and conditions.

Staff presents this request for the Board's consideration.

**SUBLEASE**

**THIS SUBLEASE** (the "Sublease") dated as of March 1, 2026 is by and between **GRIFFISS LOCAL DEVELOPMENT CORPORATION**, a New York local development corporation with offices at 584 Phoenix Drive, Rome, New York 13441 (the "SUBLESSOR"), and **Coleman Spohn Corporation**, with offices at 1775 East 45th St, Cleveland, Ohio 44103 (the "SUBLESSEE").

**WITNESSETH:**

**WHEREAS**, the Oneida County Industrial Development Agency (the "Agency"), as Lessor, and the SUBLESSOR, as Lessee, entered into a lease agreement dated as of June 1, 2023 (the "Lease") pursuant to which the Agency leases a portion of the Griffiss Business & Technology Park, Rome, New York, to SUBLESSOR (the "Leased Premises"), including the Demised Premises (as hereinafter defined); and

**WHEREAS**, the SUBLESSOR desires to rent, demise and sublease a portion of the Leased Premises to the SUBLESSEE and SUBLESSEE desires to rent, take, hire and sublease said portion of the Leased Premises from the SUBLESSOR.

**NOW, THEREFORE**, in consideration of the premises, the sum of One Dollar and 00/100 (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Demised Premises. SUBLESSOR hereby subleases to the SUBLESSEE, and the SUBLESSEE hereby takes and hires from the SUBLESSOR, that certain 704 ± gross square feet of office space in Building No. 780 located on 584 Phoenix Drive, Rome, New York (the "Demised Premises"). The approximate location of the Demised Premises is more particularly shown on the sketch annexed hereto as **Exhibit A**.

2. Use. The Demised Premises shall be used and occupied only and solely for office purposes and not for any other purpose.

3. Term. The term of this Sublease shall be for a period of one (1) year commencing on March 1, 2026 (the "Commencement Date") and ending on February 28, 2027 (the "Expiration Date"). Notwithstanding the Term set forth herein, SUBLESSEE shall be entitled to terminate this sublease upon thirty (30) days prior written notice to SUBLESSOR.

4. Rent. Annual minimum rent shall be the sum of THIRTEEN THOUSAND TWENTY THREE Dollars and NINETY SIX Cents (\$13,023.96) (\$18.50 per gross square foot), which shall include all of SUBLESSEE'S expenses and payments, which sum the SUBLESSEE shall pay to the SUBLESSOR in equal monthly installments of ONE THOUSAND EIGHTY FIVE Dollars and THIRTY THREE Cents (\$1,085.33), in advance, on the first (1st) day of each and every month during the term of this Sublease beginning on March 1, 2026.

In the event Sublessee exercises its option to renew in accordance with Paragraph 5 hereof, annual minimum rent shall increase to \$18.75 per gross square foot in year one (1) of the renewal term and \$19.00 per gross square foot in year two (2) of the renewal term.

5. Option to Renew. Provided the SUBLESSEE is not in default of any of the terms and provisions hereof, it shall have the option to renew this lease for two (2) additional one (1) year terms (each, a "Renewal term") upon the same terms and conditions as set forth herein, other than as to rent. Notice of the exercise of such option shall be provided to SUBLESSOR three (3) months prior to the expiration of the term.

6. Repairs and Maintenance; Services.

SUBLESSEE shall make its own arrangements and pay for Security (beyond standard door-locks with keys) with respect to the Demised Premises:

(A) The SUBLESSEE shall take good care of the Demised Premises and shall, at its own cost and expense, maintain the interior of the Demised Premises, and make such repairs as are necessary due to alterations and improvements made by the SUBLESSEE or repairs due to or caused by the SUBLESSEE'S fault or negligent act or omission.

(B) Notwithstanding anything to the contrary set forth herein, SUBLESSOR shall be responsible for all structural repairs to the Demised Premises, including, but not limited to, the roof, building systems, driveways, and parking lot.

(C) The SUBLESSOR shall pay for all utility services (excluding telecommunications) used or consumed at the Demised Premises and shall provide custodial service, solid waste removal, and snow removal.

7. Insurance. At all times throughout the Sublease Term, the Sublessee shall, at its sole cost and expense, maintain or cause to be maintained, insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.

(A) Property Insurance: Insurance against loss or damage by fire, lightning and other casualties customarily insured against in an all-risk policy with special form perils, such insurance to be in an amount not less than the full replacement value of all Sublessee's business personal property.

(B) Workers' Compensation & Employers Liability Insurance: New York limits shall apply.

(C) General Liability Insurance: protecting the Sublessee and Sublessor against loss or losses from liability imposed by law or assumed in any written contract (including the contractual liability assumed by the Sublessee) and arising from personal injury, including bodily injury or death, or damage to the property of others, caused by an accident or occurrence with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

(D) *Comprehensive Automobile Liability Insurance*: including all owned, non-owned and hired autos with a limit of liability of not less than \$1,000,000 (combined single limit or equivalent for personal injury, including bodily injury or death, and property damage).

All policies evidencing the insurance required hereof shall provide for at least thirty (30) day's prior written notice of the restriction, cancellation or modification thereof to the Sublessor. The General Liability and Automobile policies shall name as additional insured on a primary and non-contributory basis the following: Griffiss Local Development Corporation, 584 Phoenix Drive, Rome, New York 13441; Economic Development Growth Enterprises Corporation, 584 Phoenix Drive, Rome, New York 13441; and the Oneida County Industrial Development Agency, 584 Phoenix Drive, Rome, New York 13441. All policies shall contain waivers of subrogation in favor of the additional insureds.

SUBLESSEE shall provide SUBLESSOR with written evidence that the required insurance coverage and limits are in full force and effect at the time that this Sublease is executed, and SUBLESSEE shall be responsible for maintaining the required levels of insurance coverage during the term of this Sublease.

8. Survival. Any obligations of the SUBLESSEE under this Sublease that could require performance after the termination or expiration of this Sublease shall survive such termination or expiration.

9. Notices. All notices which may be permitted or required hereunder shall be in writing and shall be addressed, if to the SUBLESSOR, at 584 Phoenix Drive, Rome, New York 13441, and if to the SUBLESSEE at 1775 East 45th St, Cleveland, Ohio 44103, or such other address or addresses as either party may hereafter designate by notice in writing to the other party.

10. Assignment. Notwithstanding any other term or condition hereof, or any term or condition contained in any instrument incorporated by reference herein, SUBLESSEE shall not assign this Sublease or sublease the Demised Premises in whole or in part and shall not permit SUBLESSEE'S interest in this Sublease to be vested in any other party by operation of law or otherwise.

11. Condition of Demised Premises. The Demised Premises are leased to SUBLESSEE in their "as is" "where is" condition and, except as may otherwise be provided by law, without any representation or warranty, express or implied, by SUBLESSOR.

12. Subordination. This Sublease shall be subject and subordinate to the lien of any mortgage or mortgages which now exist or may hereafter be placed against the Demised Premises by the SUBLESSOR.

13. Default and Remedies. If the SUBLESSEE fails to perform or observe any of his covenants under this Sublease within 10 days after the SUBLESSOR gives him notice of default, the SUBLESSOR may immediately: (a) terminate or cancel this Sublease by notifying the SUBLESSEE as provided above, and upon such termination or cancellation the SUBLESSEE shall be liable to the

SUBLESSOR for all damages sustained by it by reason of the SUBLESSEE'S breach of covenant and of the termination or cancellation; or (b) re-enter the Demised Premises without notice and upon reentry let all or any part thereof as agent for the SUBLESSEE. If the Demised Premises are let in accordance with the provisions of subsection (b), the SUBLESSOR may receive the rent, applying it first to the payment of any expense the SUBLESSOR incurs in entering and letting the Demised Premises, and then to the payment of the rent and the fulfillment of the SUBLESSEE'S covenants hereunder. If the SUBLESSEE defaults, it shall pay and be liable for the several installments of rent that would under this Sublease become due had no default occurred, regardless of whether the Demised Premises are re-let or remain vacant, and whether the vacancy is in whole or in part or for a period less than the whole or remainder of the term. The SUBLESSOR'S maintenance of any action or proceeding to recover possession of the Demised Premises or any installment or installments of rent or other moneys that may be due or become due from the SUBLESSEE shall not preclude the SUBLESSOR from also instituting and maintaining subsequent actions or proceedings to recover possession of the Demised Premises or of any subsequent payment or payments of rent or other moneys that may be due or become due from the SUBLESSEE.

14. Indemnification. SUBLESSEE shall neither do nor permit to be done, anything which would cause the Lease to be terminated or forfeited by reason of any right to termination or forfeiture reserved or vested in the SUBLESSOR under the Lease, and SUBLESSEE shall indemnify and hold SUBLESSOR harmless from and against any and all losses, costs, expenses and claims whatsoever resulting from any termination or forfeiture of the Lease caused by any breach or default of SUBLESSEE. SUBLESSEE hereby further indemnifies and agrees to hold SUBLESSOR harmless from and against any and all losses, costs, expenses and claims arising out of or relating to SUBLESSEE'S use of and occupancy of the Demised Premises, including, without limitation, its failure to observe the terms and conditions of this Sublease and/or of the Lease. This indemnity shall survive the expiration or termination of this Sublease.

SUBLESSEE hereby releases OCIDA from, agrees that OCIDA shall not be liable for, and agrees to defend, indemnify and hold OCIDA harmless from and against any and all liability for loss or damages to the Demised Premises or injury or death of any and all persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the Demised Premises or arising by reason of or in connection with the sublease, occupation or the use thereof or the presence of any person or property on, in or about the Demised Premises, including, without limitation, the generality of the foregoing, all claims arising from the exercise by SUBLESSEE of the authority conferred upon it pursuant to the Sublease and all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of OCIDA, or any of its members, agents or employees and irrespective of the breach of a statutory obligation or the application of any rules of comparative or apportioned liability.

15. Additional Rent. Any sum of money other than annual minimum rent due from the SUBLESSEE to the SUBLESSOR pursuant to this Sublease shall be deemed additional rent.

16. Non-Waiver. The receipt of rent by the SUBLESSOR with knowledge of any breach of this Sublease by the SUBLESSEE or of any default by the SUBLESSEE in the observance or

performance of any of the conditions or covenants of this Sublease shall not be deemed to be a waiver of any provisions of this Sublease or of any of the SUBLESSOR'S rights hereunder.

17. Binding Effect. The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of the successors and assigns, respectively, of SUBLESSOR and the heirs, distributees, executors, administrators, personal representatives, successors and permitted assigns of SUBLESSEE.

18. Attorneys' Fees. In the event of any dispute under this Sublease which results in a legal action or proceeding, the prevailing party in such legal action or proceeding shall be entitled to the payment by the non-prevailing party of the prevailing party's reasonable costs and expenses in such legal action or proceeding including, without limitation, the prevailing party's reasonable attorneys' fees.

19. Headings. Headings in this Sublease are for reference and convenience only and shall not be used to interpret or construe its provisions.

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

21. Fire Damage. If the Demised Premises are so damaged by fire, other casualty, or act of the public enemy so as to be substantially destroyed, this Sublease shall terminate and any unearned rent paid in advance by the SUBLESSEE shall be apportioned and refunded to it. However, if the Demised Premises are not substantially destroyed, the SUBLESSOR will endeavor to restore them, and a just proportion of the rent shall abate according to the extent to which the Demised Premises have been rendered untenable until they have been restored. The SUBLESSEE shall give the SUBLESSOR immediate notice of any damage to the Demised Premises. The determination as to whether the Demised Premises have been substantially destroyed shall be made by the SUBLESSOR.

22. Condemnation. If all or any part of the Demised Premises are taken or condemned for a temporary or permanent public or quasi-public use, the SUBLESSOR may terminate this Sublease. In that case, SUBLESSOR shall return to the SUBLESSEE all unearned rent paid in advance.

25. Waiver of Jury Trial. To the extent permitted by law, the SUBLESSOR and the SUBLESSEE both waive the right to a jury trial in any action or proceeding between the parties upon or connected with this Sublease, either directly or indirectly.

26. Waiver of Right to Assert Counterclaim. SUBLESSEE agrees that if the SUBLESSOR begins summary proceedings to evict the SUBLESSEE, the SUBLESSEE will not assert a counterclaim against the SUBLESSOR in such summary proceedings.

27. Invalidity or Illegality of Part of Sublease. If any part of this Sublease is invalid or illegal, then only that part shall be void and have no effect. All other parts of this Sublease shall remain in full force and effect.

28. Alterations. The SUBLESSEE shall not make any alterations, additions, or improvements to the Demised Premises without the prior written consent of the SUBLESSOR, which consent may be unreasonably withheld, delayed or conditioned.

29. Surrender of Premises. At the expiration or termination of this Sublease, the SUBLESSEE shall surrender the Demised Premises in as good state and condition as they were in at the Commencement Date, reasonable wear and tear excepted.

30. Entire Agreement. This Sublease constitutes the entire agreement between SUBLESSOR and SUBLESSEE with respect to the subject matter hereof and supersedes all prior agreements and understandings. This Sublease may be amended only by a writing signed by the parties hereto and consented to in writing by the Agency. This Sublease shall be governed by the law of the State of New York without reference to its choice of law rules or principles.

**IN WITNESS WHEREOF**, the parties have executed this Sublease as of the day and year first above written.

**GRIFFISS LOCAL DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Shawna Papale  
Authorized Representative

**COLEMAN SPOHN CORPORATION**

By: \_\_\_\_\_  
Lonnie Coleman  
President

**MEMORANDUM**

TO: GLDC Board of Directors  
FROM: Jef Saunders  
RE: Chobani Project Matters  
DATE: March 17, 2026

\*\*\*\*\*

**A. EASEMENTS TO NATIONAL GRID and GUSC**

1. Gas. Niagara Mohawk Power Corporation (“National Grid”) is requesting that the Oneida County Industrial Development Agency (“OCIDA”) and Griffiss Local Development Corporation (“GLDC”) grant it permanent and temporary construction easements over, across, upon and under certain lands they own or have an interest in situate in the Griffiss Business & Technology Park (the “Business Park Lands”) for the purposes of installing and operating the underground gas lines and associated facilities necessary to provide gas service to the Chobani facility (the “Gas Line Project”). The route that the permanent National Grid easement is scheduled to take is shaded in green on the utility plans attached hereto as **Exhibit A** (the “Utility Plans”). The route that the temporary National Grid easement is scheduled to take is shaded in purple on the Utility Plans. The Gas Line Project is expected to be completed in 2026, but could conceivably spill over into 2027.

2. Electric. Griffiss Utility Services Corporation (“GUSC”) is requesting that OCIDA and GLDC grant it a permanent easement over, across, upon and under the Business Park Lands for the purposes of installing and operating the underground electric lines and associated facilities necessary to provide electric service to the Chobani facility (the “Electric Line Project”). The route that the permanent GUSC easement is scheduled to take is shaded in rust on the Utility Plans. The Electric Line Project is expected to be completed in 2026, but could conceivably spill over into 2027.

3. Fiber Optic. It is anticipated that one or more telecommunications, internet and/or other service providers who utilize fiber optic lines (which provider or providers have not yet been identified) will request that OCIDA and GLDC grant it or them a permanent and/or temporary easement over, across, upon and under the Business Park Lands for the purposes of installing and operating a fiber optic line or lines and associated facilities necessary to provide communications, internet and/or other services which utilize fiber optic lines to the Chobani facility (the “Fiber Optic Project”). The route that the temporary/permanent fiber optic easement is scheduled to take is shaded in orange on the Utility Plans. The completion date for the Fiber Optic Project is currently unknown.

## **B. LICENSE TO NATIONAL GRID (Laydown/Staging Area)**

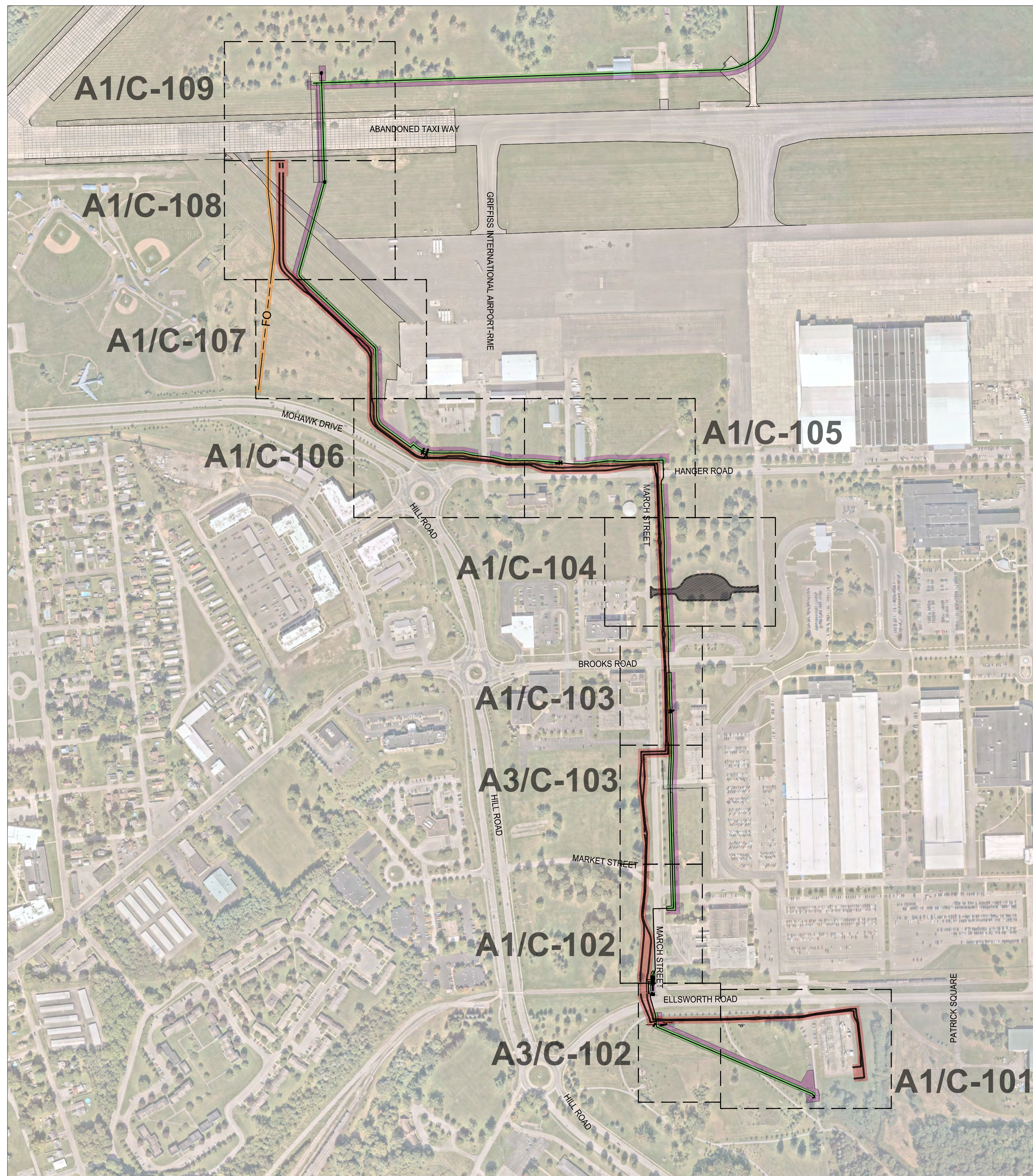
To facilitate the Gas Line Project, National Grid is also requesting that OCIDA and GLDC grant it a license to use and occupy that certain portion of the Parade Field parcel which is shaded in pink on the map attached hereto as **Exhibit B** for the purposes of establishing a laydown/staging area (also known as marshalling yard area) for its vehicles, machinery, equipment, materials and supplies.

## **C. LICENSE TO CHOBANI LLC**

To facilitate access by construction-related vehicular traffic to and from the Chobani facility site, the GLDC Board has previously approved the granting of a 3-year license to Chobani LLC over the parcel of land shaded in yellow on the map attached hereto as **Exhibit C** for the purpose of constructing and using a heavy-duty driveway between Hangar Road and the Griffiss International Airport. Chobani has indicated that its project will be constructed in phases and may take up to 5 years to complete. In view of the foregoing, Chobani has requested that the 3-year license be increased to a 5-year license.

\*\*\*The precise wording of the easement instruments and license agreements is subject to the approval of GLDC's legal counsel and GLDC's Authorized Representative.

Feb 23, 2026 - 10:22am  
 P:\Project\146-ONEIDA COUNTY\146157702 - Update Sanitary Map\Map\Design\CADD\Provided To Others\CUSCA-NC\_Utilities\Site Plans\A1\_Site Plans.dwg



**A1 OVERALL SITE PLAN**  
 SCALE: 1" = 30'



C&S Engineers, Inc.  
 499 Col. Eileen Collins Blvd.  
 Syracuse, New York 13212  
 Phone: 315-455-2000  
 Fax: 315-455-9667  
 www.cscos.com

**PRELIMINARY**  
 NOT FOR  
 CONSTRUCTION



**ONEIDA COUNTY  
 GRIFFIS UTILITIES SERVICE CORP.  
 ELECTRICAL DUCTBANK  
 AND NATURAL GAS EASEMENTS  
 ROME, NEW YORK**

MARK	DATE	DESCRIPTION
REVISIONS		
		PROJECT NO: 146.XXX.XXX
		DATE: FEBRUARY 2026
		DRAWN BY:
		DESIGNED BY:
		CHECKED BY:
<small>NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW</small>		

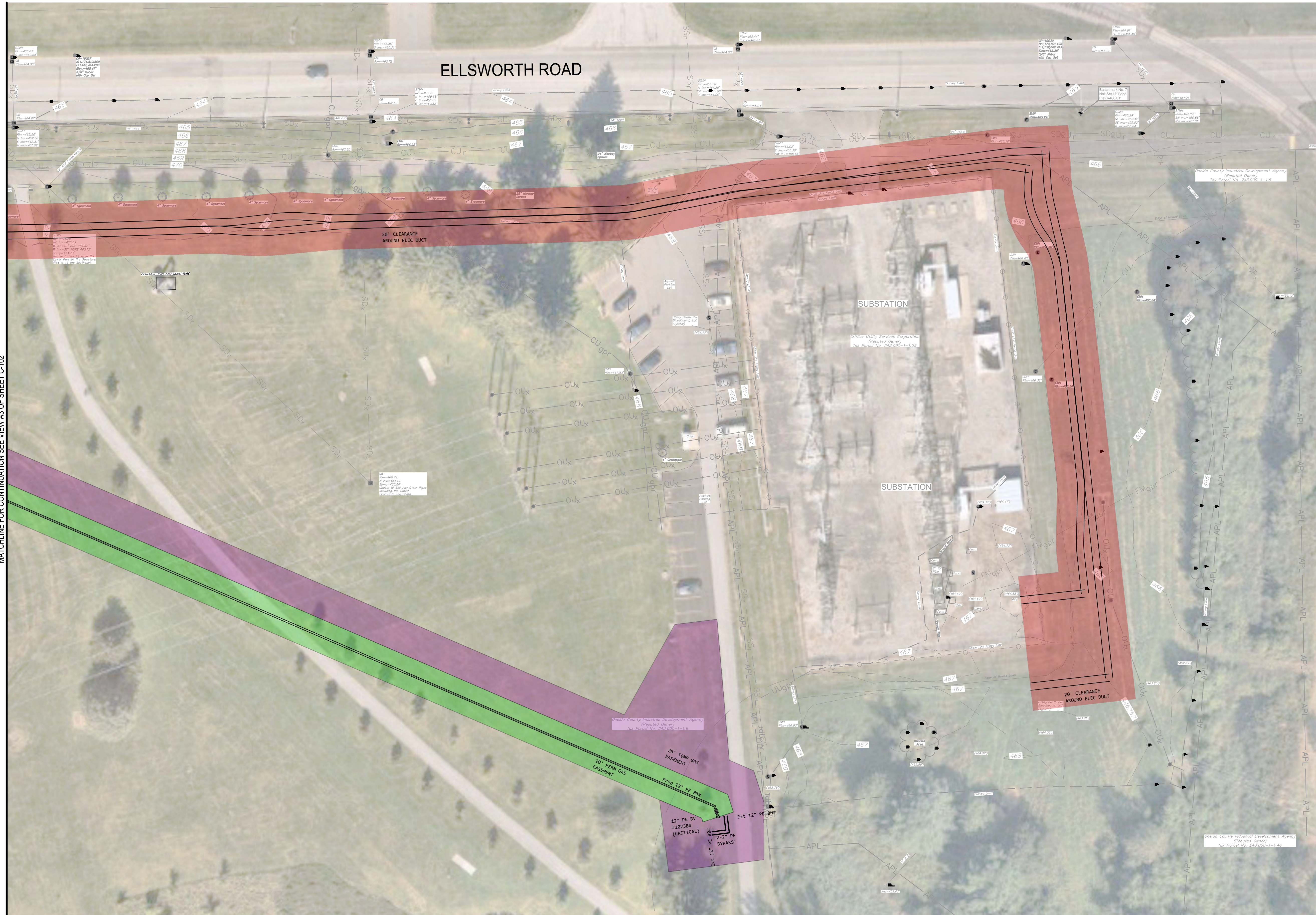
**OVERALL  
 SITE PLAN**

**C-100**

SHEET NO. 1 OF 10

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**A1** SITE PLAN  
 SCALE: 1"=30'



C&S Engineers, Inc.  
 499 Col. Eileen Collins Blvd.  
 Syracuse, New York 13212  
 Phone: 315-455-2000  
 Fax: 315-455-9667  
 www.cscos.com

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 NOT FOR  
 CONSTRUCTION



**ONEIDA COUNTY  
 GRIFFIS UTILITIES SERVICE CORP.  
 ELECTRICAL DUCTBANK  
 AND NATURAL GAS EASEMENTS  
 ROME, NEW YORK**

MARK	DATE	DESCRIPTION
REVISIONS		
		PROJECT NO: 146.XXX.XXX
		DATE: FEBRUARY 2026
		DRAWN BY:
		DESIGNED BY:
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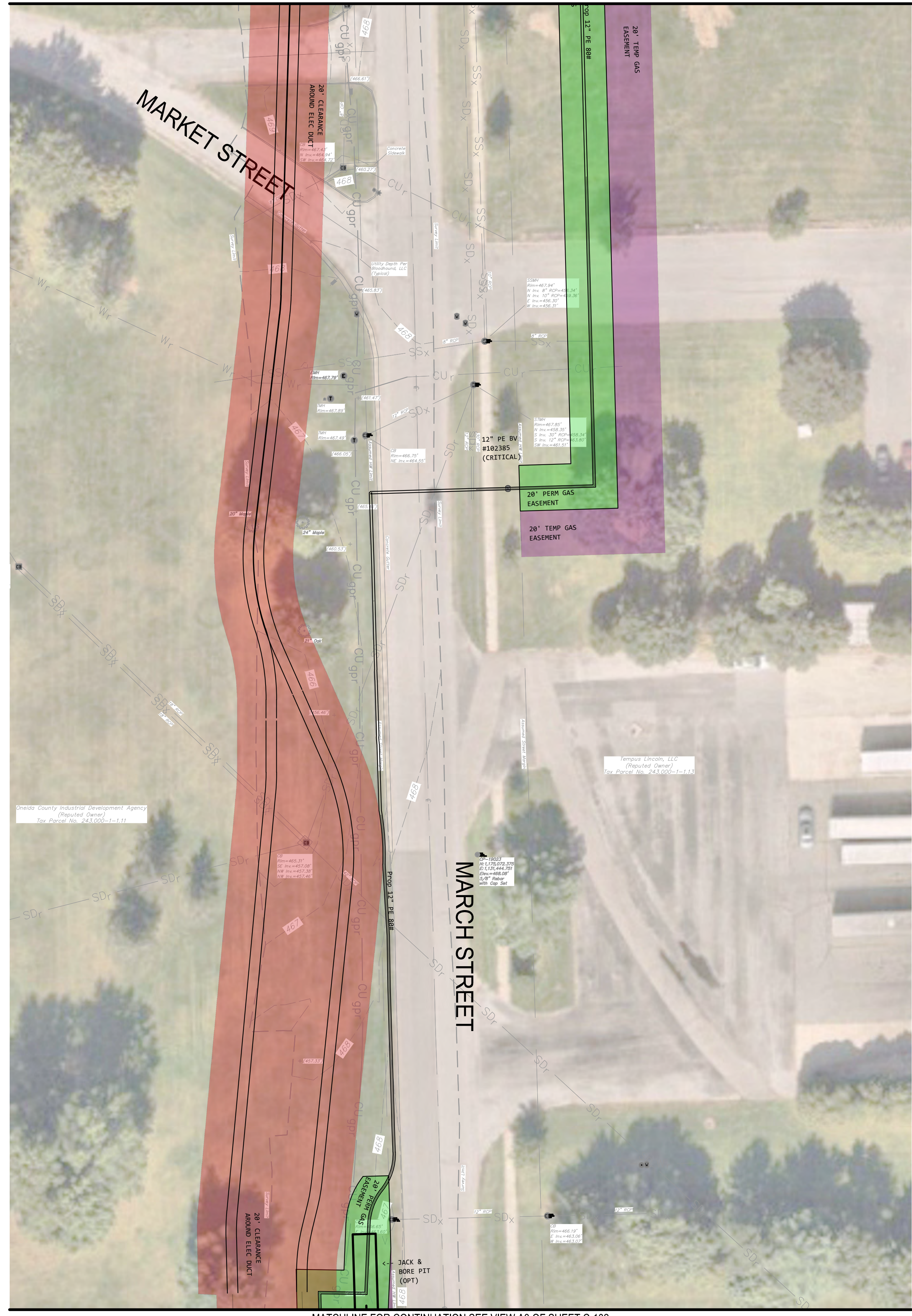
SITE PLAN

C-101

SHEET NO. 2 OF 10

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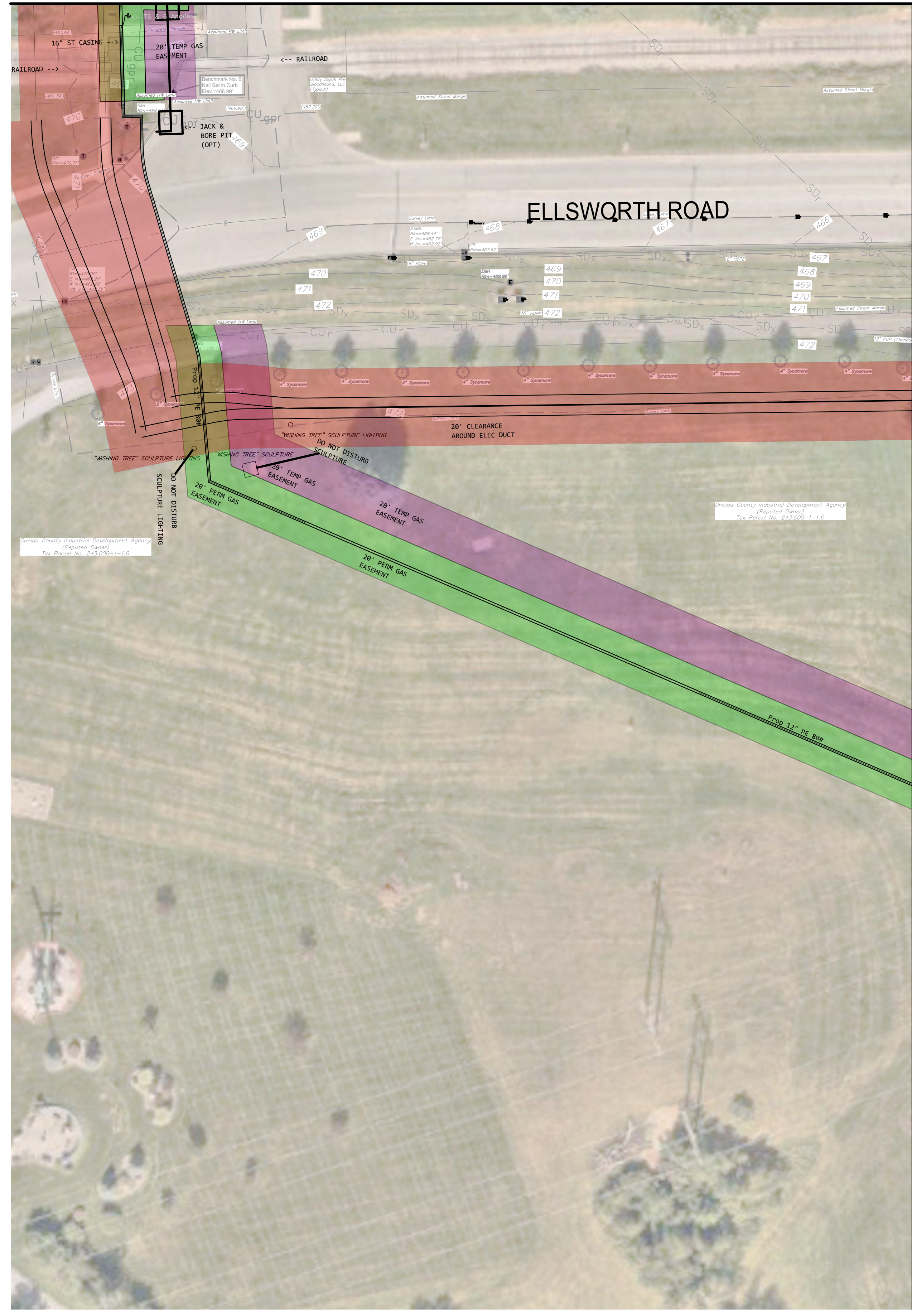
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MATCHLINE FOR CONTINUATION SEE VIEW A3 OF SHEET C-103

MATCHLINE FOR CONTINUATION SEE VIEW A3 OF SHEET C-102

**A1** SITE PLAN  
 SCALE: 1"=30'



MATCHLINE FOR CONTINUATION SEE VIEW A1 OF SHEET C-102

**A3** SITE PLAN  
 SCALE: 1"=30'



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**ROME, NEW YORK**

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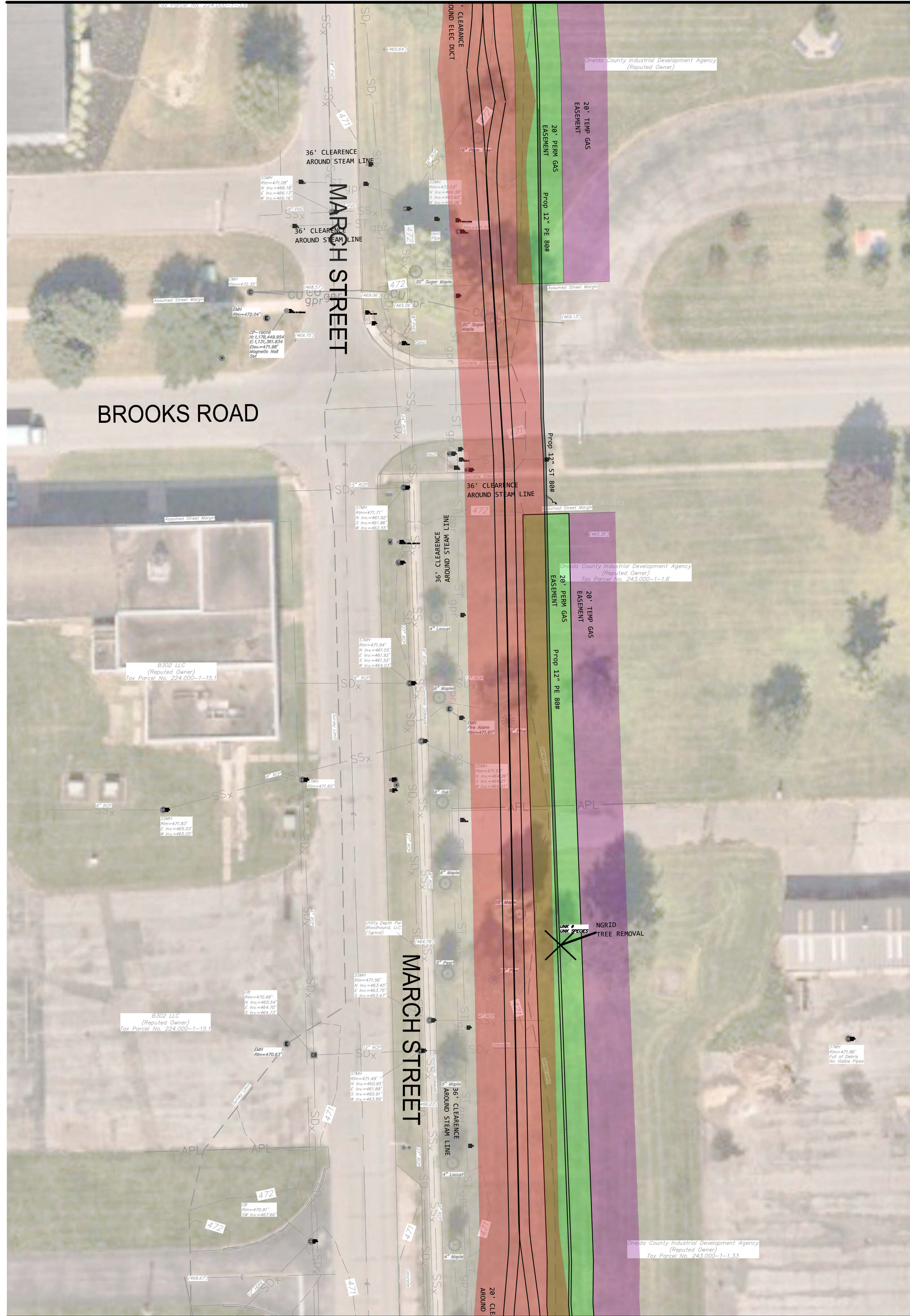
SITE PLAN

C-102

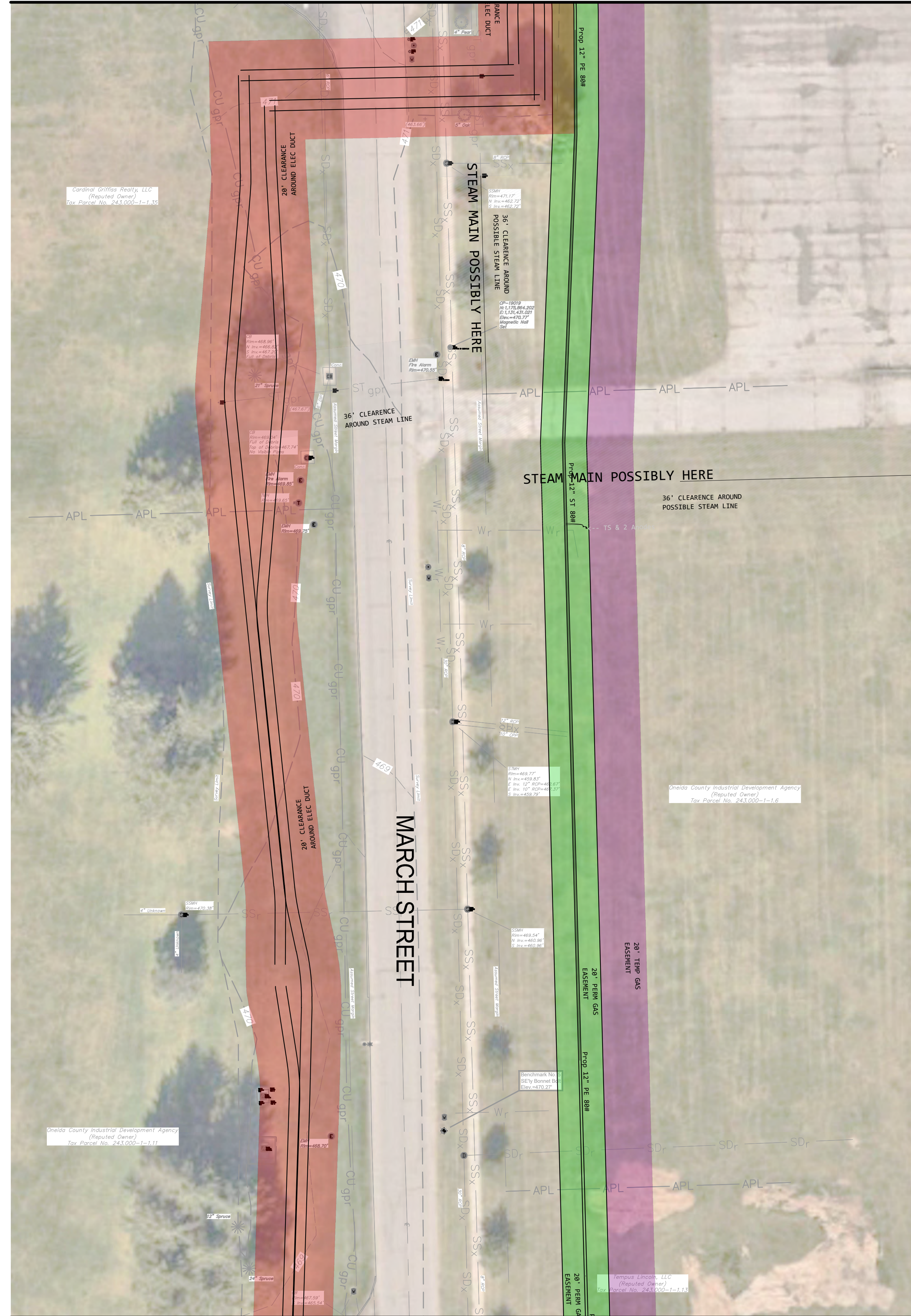
SHEET NO. 3 OF 10

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 Utilities\Site Plan.dwg



**A1** SITE PLAN  
 SCALE: 1"=30'



**A3** SITE PLAN  
 SCALE: 1"=30'



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 AND NATURAL GAS EASEMENTS  
 ROME, NEW YORK**

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		DATE: FEBRUARY 2026
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		CHECKED BY:
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SITE PLAN

C-103

SHEET NO. 4 OF 10

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1

2

3

4

MATCHLINE FOR CONTINUATION SEE VIEW A1 OF SHEET C-105



MATCHLINE FOR CONTINUATION SEE VIEW A1 OF SHEET C-103

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**A1** SITE PLAN  
SCALE: 1"=30'



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499 Col. Eileen Collins Blvd.  
Syracuse, New York 13212  
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AND NATURAL GAS EASEMENTS  
ROME, NEW YORK**

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**SITE PLAN**

**C-104**

SHEET NO. 5 OF 10

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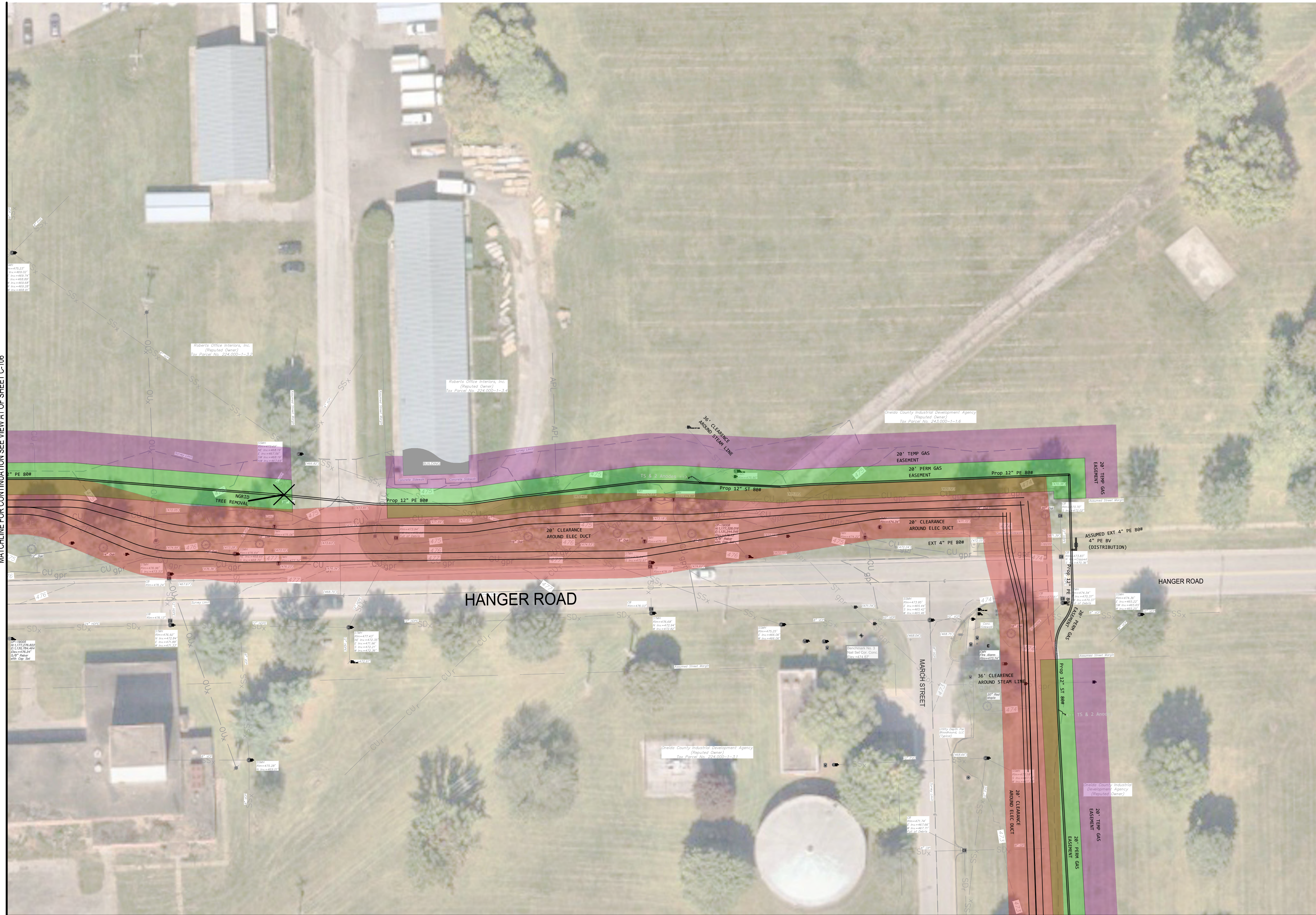
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MATCHLINE FOR CONTINUATION SEE VIEW A1 OF SHEET C-106

MATCHLINE FOR CONTINUATION SEE VIEW A1 OF SHEET C-104

**A1** SITE PLAN  
 SCALE: 1"=30'



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 ELECTRICAL DUCTBANK  
 AND NATURAL GAS EASEMENTS  
 ROME, NEW YORK**

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PROJECT NO: 146.XXX.XXX		
DATE: FEBRUARY 2026		
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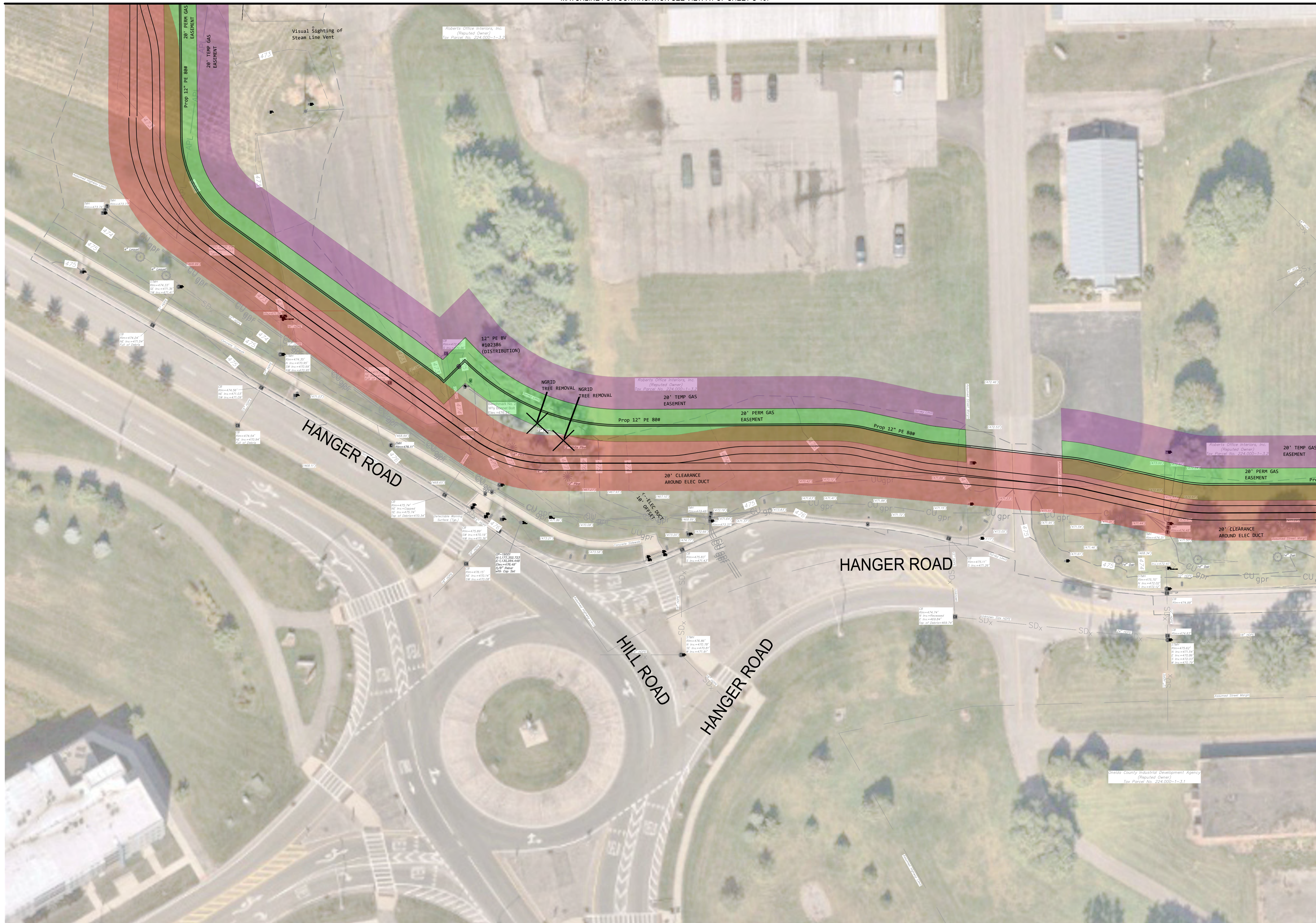
SITE PLAN

C-105

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MATCHLINE FOR CONTINUATION SEE VIEW A1 OF SHEET C-107



MATCHLINE FOR CONTINUATION SEE VIEW A1 OF SHEET C-105



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GRIFFIS UTILITIES SERVICE CORP.  
ELECTRICAL DUCTBANK  
AND NATURAL GAS EASEMENTS  
ROME, NEW YORK**

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DATE:	FEBRUARY 2026
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SITE PLAN

C-106

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**A1** SITE PLAN  
SCALE: 1"=30'

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MATCHLINE FOR CONTINUATION SEE VIEW A1 OF SHEET C-108



MATCHLINE FOR CONTINUATION SEE VIEW A1 OF SHEET C-106

**A1** SITE PLAN  
 SCALE: 1"=30'



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 499 Col. Eileen Collins Blvd.  
 Syracuse, New York 13212  
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 Fax: 315-455-9667  
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 AND NATURAL GAS EASEMENTS  
 ROME, NEW YORK**

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REVISIONS		

PROJECT NO:	146.XXX.XXX
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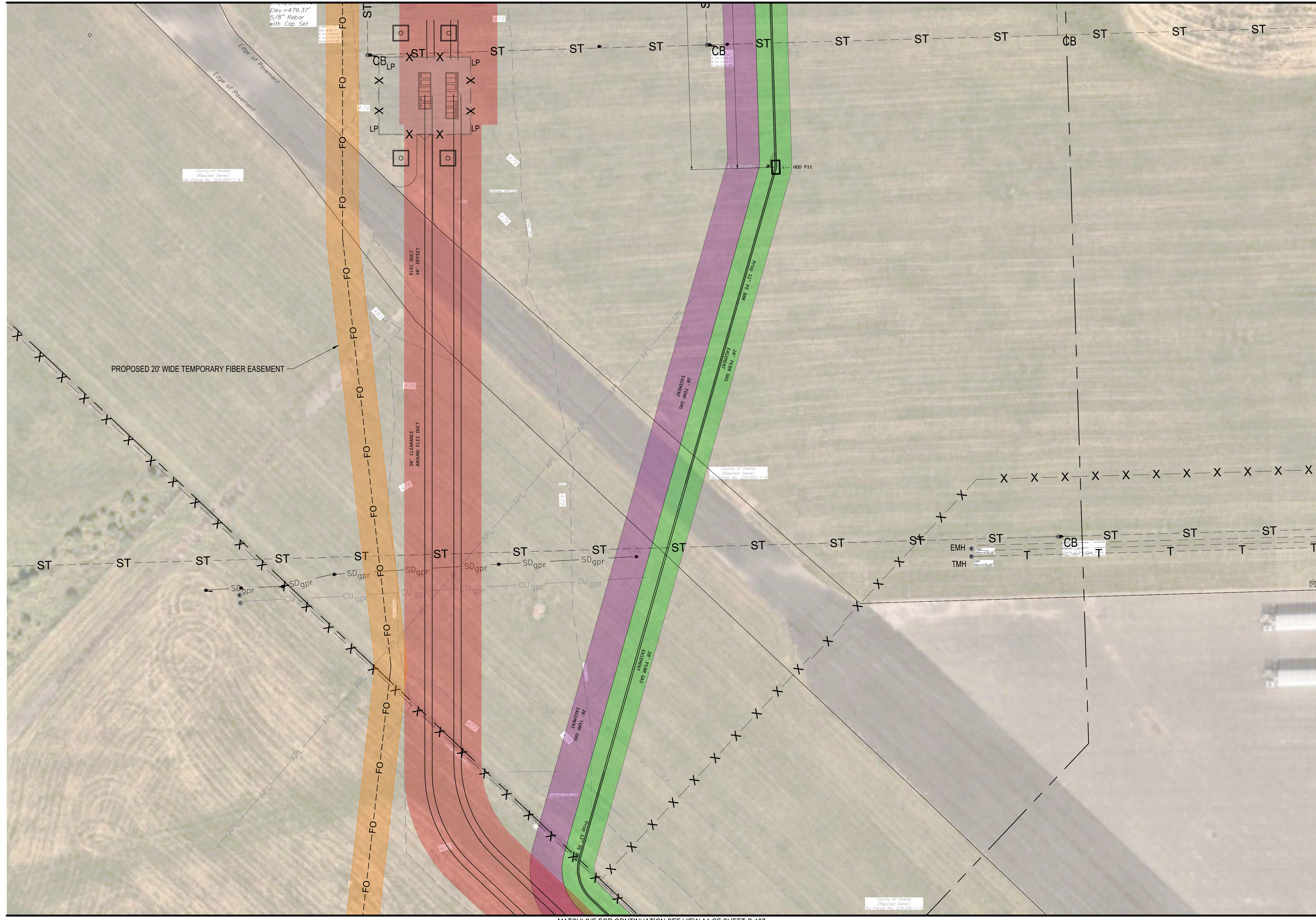
SITE PLAN

C-107

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MATCHLINE FOR CONTINUATION SEE VIEW A1 OF SHEET C-109

MATCHLINE FOR CONTINUATION SEE VIEW A1 OF SHEET C-107

**A1** SITE PLAN  
 SCALE: 1"=30'



**C&S Engineers, Inc.**  
 499 Col. Eileen Collins Blvd.  
 Syracuse, New York 13212  
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 Fax: 315-455-9667  
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**ELECTRICAL DUCTBANK**  
**AND NATURAL GAS EASEMENTS**  
**ROME, NEW YORK**

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SITE PLAN

C-108

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MATCHLINE FOR CONTINUATION SEE VIEW A1 OF SHEET C-108

**A1 SITE PLAN**  
SCALE: 1"=30'



**C&S Engineers, Inc.**  
499 Col. Eileen Collins Blvd.  
Syracuse, New York 13212  
Phone: 315-455-2000  
Fax: 315-455-9667  
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**ONEIDA COUNTY  
GRIFFIS UTILITIES SERVICE CORP.  
ELECTRICAL DUCTBANK  
AND NATURAL GAS EASEMENTS  
ROME, NEW YORK**

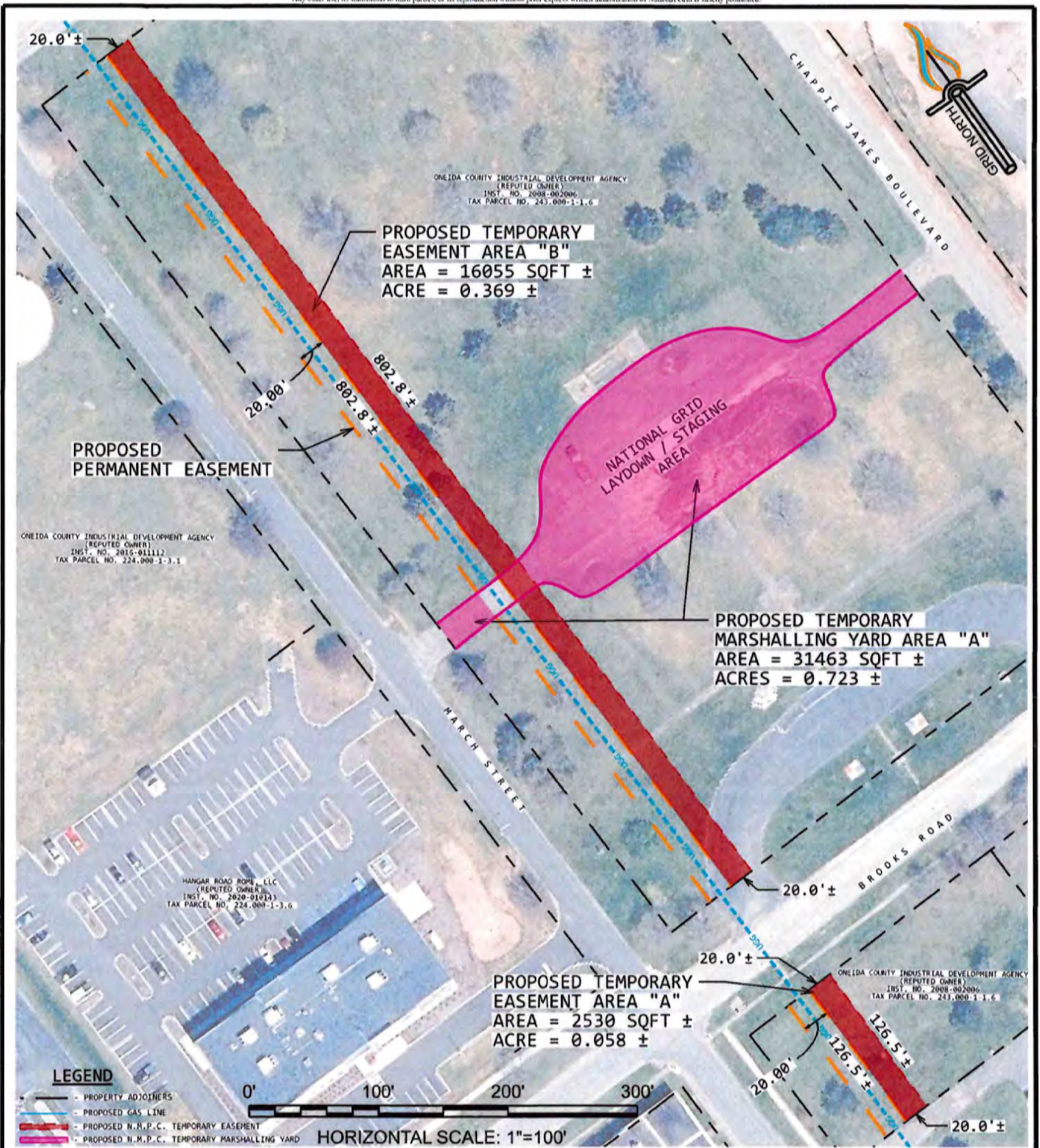
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PROJECT NO: 146.XXX.XXX		
DATE: FEBRUARY 2026		
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CHECKED BY:		
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SITE PLAN

C-109

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PREPARED BY



EXHIBIT "A" - TAX PARCEL NO. 243.000-1-1.6

TEMPORARY EASEMENT & MARSHALLING YARD TO BE OBTAINED FROM  
 ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY  
 CITY OF ROME, ONEIDA COUNTY, NEW YORK STATE

DES. RWM DR. JML CK. JDM 02/25/2026 SCALE: 1"= 100'

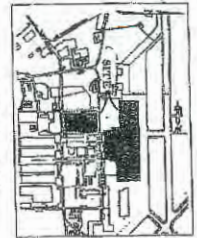
REV. 2 13.2 R1.0 -M49

REV. 1 NO. 89017

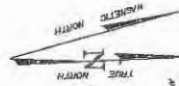
SURVEY PROJECT # 6224

W.O. # 10031204609

SHEET 004



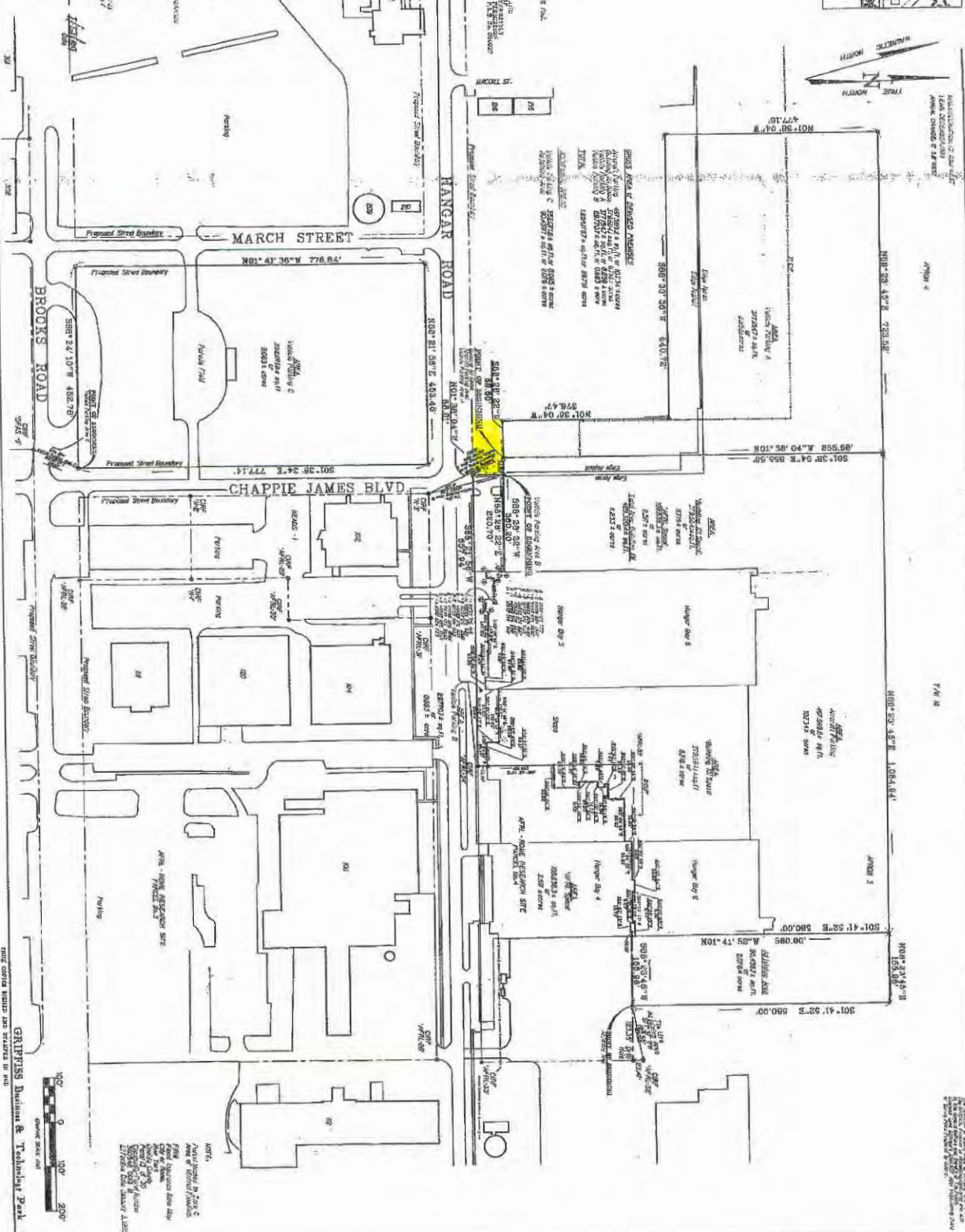
LOCATION PLAN  
MAP TO SCALE



LEGEND  
Proposed building  
Proposed street  
Proposed street boundary

THE PROPERTY MAP IS TO BE USED IN CONNECTION WITH THE PROPOSED BUILDING PERMITS AND ZONING REGULATIONS OF THE CITY OF ROME, ONEIDA COUNTY, NEW YORK. THE PROPERTY MAP IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE CITY ENGINEER.

SHOWN COMPLETED 3/20/05  
DATE: 3/21/05  
DRAWN: J. J. JONES



101

PROPERTY MAP  
SHOWING LANDS TO BE CONVEYED TO  
**ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**  
(BUILDING 80 PARCELS)  
CITY OF ROME COUNTY OF ONEIDA STATE OF NEW YORK

WATERS LAND SURVEYING  
2001 St. James Street  
Rome, NY 13448  
315.884.9700

Scale: 1" = 100'  
Date: 3/21/05  
Dwn: J. J. JONES

MEMORANDUM

**TO: GLDC Board of Directors**

**FROM: Joint EDGE/GLDC Study Committee**

**Date: March 23, 2026**

**RE: Summary of Proposed Modifications to the Griffiss Institute Inc.  
Certificate of Incorporation and Bylaws**

\*\*\*\*\*

Griffiss Institute Inc. (“GI”) was formed in 2002 as a New York not-for-profit corporation. GI’s organizational documents consist of its Certificate of Incorporation (“GI’s Certificate”) and its Bylaws (“GI’s Bylaws”).

GI’s Certificate currently provides that GI shall have at least one (1) Member (at present there are two (2) Members, EDGE and GLDC), states that GI’s office is to be located in the County of Oneida (but does not otherwise restrict the geographic territory in which it is to conduct its activities or operations) and generally limits its corporate purposes to researching cybersecurity issues and developing practical applications for such research in the fields of public and private information assurance. GI’s Bylaws, which set forth the rules for GI’s internal corporate governance, currently provided that EDGE and GLDC (assuming that they act together) hold the power to elect the members of GI’s Board of Directors and fill any vacancies thereon and, thus, exercise control over GI.

Over the years, each of EDGE and GLDC has made significant contributions to GI; EDGE by providing staff services to GI at reduced rates and GLDC by discounting GI’s rent. The County of Oneida has also provided substantial assistance to GI. Due in part to the assistance furnished to GI over the years by EDGE, GLDC and the County, GI has grown from a relatively small company to a company which today has 90 or more FTEs and annual revenues of approximately \$27 million (97% of which is generated through contracts it has with the federal government and/or its departments and agencies). Although GI’s 11-person Board of Directors is small enough to be directly engaged in GI’s affairs, it appears that GI is being managed primarily by its President & CEO, its 3-member Executive Committee and perhaps 1 or 2 of its other board members (collectively, “GI’s Management”). GI’s Management has indicated that its goal is to expand its operations so as to become national in scope.

In pursuit of its goal, GI’s Management desires to diversify its operations beyond the cybersecurity arena to include the advancement of American science, research and education and their practical applications to national security, human health and welfare and workforce development activities and matters related thereto (which would necessitate an amendment to GI’s Certificate) and update its internal corporate governance rules to provide it with more operational flexibility (which would require an amendment to GI’s Bylaws). GI’s Management contends that the only way GI can achieve the foregoing objectives is for EDGE and GLDC to resign as GI’s Members (“GI’s Resignation Request”).

A small committee comprised of 2 EDGE directors and 2 GLDC directors was appointed to consider GI’s Resignation Request (the “Joint Committee”). Based on its review of this matter, the Joint Committee determined that there was a range of options available to EDGE and GLDC for responding to GI’s Resignation Request, running the gamut between (a) maintaining the status quo by EDGE and GLDC’s staying on as GI’s Members without making any changes to GI’s Certificate or GI’s Bylaws and (b) EDGE and GLDC unconditionally resigning as GI’s Members. After further studying the matter, the Joint Committee identified a middle ground pursuant to which EDGE and GLDC would continue as GI’s Members, but consent to most of

the changes that GI's Management has requested to GI's Certificate and by streamlining GI's Bylaws. This middle ground would provide GI's Management with the degree of operational flexibility it claims it needs while preserving EDGE and GLDC's oversight function as GI's Members and ensuring that GI maintains its corporate headquarters and principal place of business in Oneida County (thereby protecting the historical investments in GI made by EDGE, GLDC and the County). The Joint Committee favors GI's plans to grow its business, but would like to see as much of that growth as possible occur in the County of Oneida; not in other states. In order to implement the middle ground approach, the Joint Committee has made revisions to GI's Certificate and GI's By-Laws.

#### I. GI'S CERTIFICATE (AS REVISED BY THE JOINT COMMITTEE)

GI's Certificate, as revised by the Joint Committee ("GI's Revised Certificate") is attached hereto as **Exhibit A**. The principal revisions are highlighted in yellow. Under GI's Revised Certificate:

- GI's status as a not-for-profit corporation having 1 or more members would remain unchanged.
- As requested by GI's management, GI's corporate purposes would be significantly expanded beyond its current cybersecurity mission so as to include, among other things, the advancement of American science, research, and education, and the practical applications to national security, human health and welfare, and economic competitiveness.
- Not only would GI's statutory office (for venue purposes in litigation) continue to be located in the County of Oneida, it also would be obligated to maintain its "principal place of business" in the County of Oneida as well.

#### II. GI'S BYLAWS (AS REVISED BY THE JOINT COMMITTEE)

GI's Bylaws, as revised by the Joint Committee ("GI's Revised Bylaws"), are attached hereto as **Exhibit B**. The principal revisions are highlighted in yellow. Under GI's Revised Bylaws:

- The Bylaw provisions relating to the Members (i.e., EDGE and GLDC) would generally remain unchanged, except that the Members would be expressly exempted from any obligation to pay dues. The Members would retain the exclusive power to:
  - elect GI's Directors and fill vacancies on GI's Board.
  - remove GI's Directors, either for cause or without cause.
  - adopt, amend or repeal GI's Bylaws.
  - set the size of GI's Board.

Although not specifically referred in GI's Revised Bylaws, the Members would retain the powers otherwise afforded to them pursuant to the Not-For-Profit Corporation Law ("N-PCL") including the power:

- to vote upon or approve fundamental changes in GI's structure, such as mergers or consolidations.
- to vote upon or approve the disposition of all or substantially all of GI's assets.
- to authorize amendments of GI's Certificate of Incorporation.

Additionally, GI's Revised Bylaws provide that:

- the size of GI's Board (which is currently fixed at 11 Directors) may be fixed by the Members at any number between 11 and 15 Directors.
- regular GI Board meetings are to be held quarterly (with meeting materials to be given to the Directors at least 72 hours in advance).
- special GI Board meetings are to be held on at least 2 days' prior notice (with meeting materials to be given to the Directors together with the notice).
- GI's Executive Committee (which currently consists of 3 Directors) shall consist of at least 5 Directors.
- GI's Audit and Finance Committee shall be comprised of at least 3 Independent Directors (as such term is defined in the N-PCL).
- GI shall have a Chair, Vice Chair, President and CEO, Secretary and Treasurer and generally spells out their respective duties.
- GI shall have a written Conflict of Interest and Confidentiality Policy and a Whistleblower Policy (as required by law) and set forth the procedure for handling Related Party Transactions (as such term is defined in the N-PCL).
- GI Directors, officers, employers and employees shall be indemnified to the fullest extent permitted by law and that GI may purchase and maintain D&O insurance

Finally, as part of the work it conducts for the federal government (and its departments and/or agencies), GI handles classified information (for which it obtains the appropriate Facility Security Clearance). In order to exempt each of EDGE and GLDC from the need to also obtain such Facility Security Clearances (on the theory that EDGE and GLDC control GI), Defense Security Service ("DSS") regulations provide that the governing bodies of EDGE and GLDC should adopt DSS's standard form of "exclusion" resolution. The proposed exclusion resolution is attached hereto as **Exhibit C**.

**EXHIBIT A**

GI's Certificate

**RESTATED CERTIFICATE OF INCORPORATION  
OF  
GRIFFISS INSTITUTE INC.**

Under Section 805 of the Not-For-Profit Corporation Law

- (1) The name of the corporation is Griffiss Institute Inc. (the "Corporation").
- (2) The original certificate of incorporation of the Corporation was filed by the Department of State on August 12, 2002.
- (3) The amendment and restatement of the Corporation's Certificate of Incorporation was authorized by the members of the Corporation as required by New York Not-For-Profit Corporation Law Section 802.
- (4) The Certificate of Incorporation is hereby amended to effect the following:
  - (a) Article THIRD relating the Corporation's purposes is amended to read in its entirety as set forth in Article THIRD below.
  - (b) Article SIXTH regarding the type of corporation is amended to read in its entirety as set forth in Article SIXTH below.
  - (c) Article SEVENTH regarding certain provisions relating to the Corporation's tax-exempt status is amended to read in its entirety as set forth in Article SEVENTH below.
  - (d) Article TENTH regarding the county of the state in which the office of the Corporation is to be located is amended to read in its entirety as set forth in Article TENTH below.
  - (e) Article ELEVENTH setting forth the names and addresses of the initial directors is hereby omitted.
  - (f) Article TWELFTH is renumbered as Article ELEVENTH.
  - (g) Article THIRTEENTH regarding the designation of the Secretary of State as agent of the Corporation upon whom process against it may be served and sets forth the post office address to which the Secretary of State shall mail a copy of any such process is renumbered Article TWELFTH and is amended to read in its entirety as set forth in Article TWELFTH below.
  - (h) Article FOURTEENTH regarding the distribution of the Corporation's net assets in the event of its dissolution is renumbered Article THIRTEENTH and is amended to read in its entirety as set forth in Article THIRTEENTH below.

- (5) The text of the Certificate of Incorporation is hereby restated, as amended, to read in its entirety as herein set forth.

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**CERTIFICATE OF INCORPORATION  
OF  
GRIFFISS INSTITUTE INC.**

Under Section 402 of the Not-For-Profit Corporation Law

**FIRST:** The name of the corporation is Griffiss Institute Inc. (the "Corporation").

**SECOND:** The Corporation shall have one (1) member and may have more than one (1) member. Any additional matters relating to membership shall be set forth in the Corporation's by-laws

**THIRD:** The Corporation is organized, and at all times thereafter shall be operated, exclusively for the following purposes:

- (a) to advance American science, research, and education, and their practical applications to national security, human health and welfare, and economic competitiveness, for the benefit of the United States of America in general federal laboratories, including the federal laboratory currently known as and the Air Force Research Laboratory, Rome, New York, in particular;
- (b) to carry on scientific research, technology transfer, and workforce development activities for the purpose of developing technology applications useful to national security and economic competitiveness in the United States of America;
- (c) to disseminate information on these issues and to use research and other scientific and didactic methods in the process and publish the results;
- (d) to conduct seminars, conferences, study groups, and research with reference to these issues, but not to include the operation of an institute of higher learning or the granting of degrees or diplomas;
- (e) to attract, encourage, develop, improve, and assist, industry and the public and private institutions in Oneida County and New York State, and the United States of America, by the application of science, research, and educational methods to improve national security and economic competitiveness;
- (f) to further its purposes by working in cooperation with government, industry, economic development, academic and other organizations or institutions; and
- (g) to use other lawful and appropriate means for the attainment of its purposes.

In the case of proprietary research contracts for private companies, such contracts must permit the publication of results after an appropriate period sufficient to protect any intellectual property rights or satisfy publication and/or public interest requirements through other means prescribed in the Code (defined below) and its corresponding regulations, unless otherwise restricted by national security requirements.

Any other provision of this Certificate of Incorporation notwithstanding, nothing herein shall be construed as authorizing the Corporation, directly or indirectly, to engage in or include among its purposes any of the activities mentioned in N-PCL Section 404(a)-(v).

**FOURTH:** This Certificate of Incorporation and the by-laws of the Corporation shall be adopted, repealed or amended only by the unanimous vote of the Members of the Corporation.

**FIFTH:** The Corporation is a Corporation as defined in subparagraph (a)(5) of Section 102 of the Not-For-Profit Corporation Law.

**SIXTH:** The Corporation is a charitable corporation under N-PCL Section 201.

**SEVENTH:** The following provisions relate to the Corporation's tax-exempt status and is not a statement of purposes and powers. Consequently, this language does not expand or alter the Corporation's purposes or powers set forth in Article THIRD.

- (a) Notwithstanding any other provision of this certificate, the Corporation is organized and shall be operated exclusively for charitable purposes as described under the Internal Revenue Code, as may be amended ("Code"), Section 501(c)(3).
- (b) The Corporation shall not have any power, nor shall it engage in any activity, that would prevent the Corporation from qualifying (and continuing to qualify) as a Corporation described in Code Section 501(c)(3), contributions to which are deductible for federal income taxes purposes.
- (c) No part of the net earnings of the corporation shall inure to the benefit of any member, trustee, director, or officer of the Corporation or any private individual, other than an organization described in Code Section 501(c)(3), except that reasonable compensation may be paid for services rendered to or for the Corporation. No member, trustee, director or officer of the Corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

**EIGHTH:** No substantial part of the Corporation's activities shall be devoted to carrying on propaganda, or otherwise attempting to influence legislation (except to the extent otherwise provided under Section 501(h) of the Code), and the Corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

**NINTH:** To the extent permitted by law the Corporation shall indemnify and hold harmless the Members of the Corporation. Any person made a party to any action, suit or proceeding by reason of the fact that such person, their testator or intestate, is or was a Director, Officer or employee of the Corporation or of any organization in which the person served as such at the request of the Corporation, shall be indemnified by the Corporation to the full extent permitted by law. Such right of indemnification shall not be deemed exclusive of any other rights to which such Director, officer, or employee may be entitled. Any amount payable by way of indemnity shall be determined

and paid in accordance with Section 725 of the Not-For-Profit Corporation Law of the State of New York, unless otherwise directed by the Board of Directors by Resolution.

**TENTH:** The office of the Corporation is to be located in the County of Oneida, State of New York and the Corporation's principal place of business shall be located in the County of Oneida, State of New York.

**ELEVENTH:** The Corporation shall have perpetual duration.

**TWELFTH:** In the event of dissolution, the remaining assets and property of the Corporation after payment of expenses and the satisfaction of all liabilities shall after necessary expenses thereof be distributed to one or more organizations which are then qualified under Code Section 501(c)(3) to be used in a manner that will best accomplish the general purposes for which this Corporation was formed, subject to any required approvals under the N-PCL or other applicable law.

**THIRTEENTH:** The Secretary of State of the State of New York is designated as the agent of the Corporation upon whom process against the Corporation may be served. The post office address within the State of New York to which the Secretary of State shall mail a copy of any process against the Corporation served upon him or her as agent of the Corporation is Griffiss Institute Inc., 592 Hangar Road, Ste. 200, Rome, New York 13441. The email address to which the Secretary of State shall email a notice of the fact that process against the Corporation has been served electronically upon the Secretary of State is [lhage@griffissinstitute.org](mailto:lhage@griffissinstitute.org).

**EXHIBIT B**

GI's Bylaws

AMENDED AND  
RESTATED BY-LAWS  
of  
GRIFFISS INSTITUTE INC.  
Adopted: April 22, 2015  
Revised: February 20, 2019  
Revised: \_\_\_\_\_, 2026  
  
\_\_\_\_\_

ARTICLE I – NAME; ORGANIZATION; PURPOSES; OFFICE AND PRINCIPAL PLACE  
OF BUSINESS; FISCAL YEAR; DEFINITIONS

Section 1.1. Name. The name of the Corporation is Griffiss Institute Inc. (the “Corporation”).

Section 1.2. Type and Charitable Status. The Corporation is a non-stock, not-for-profit corporation organized under the New York Not-For-Profit Corporation Law (the “N-PCL”) and is a charitable corporation within the meaning of NPCL §201.

Section 1.3. Purposes. The purposes of the Corporation are as set forth in its Certificate of Incorporation, and include advancing American science, research and education, and their practical application to national security, human health and welfare, and economic competitiveness, for the benefit of the United States of America in general and federal laboratories, including the federal laboratory currently known as the Air Force Research Laboratory, Rome, New York, in particular, and related activities within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

Section 1.4. Office and Principal Place of Business. The Corporation’s office shall be located in the County of Oneida, State of New York. In addition, the Corporation’s principal place of business shall be located in the County of Oneida, State of New York.

Section 1.5. Fiscal Year. The fiscal year of the Corporation shall begin on January 1 and end on December 31 of each year.

Section 1.6. Definitions. For purposes of these Bylaws, the definitions of the N-PCL are controlling and incorporated by reference.

## ARTICLE II – MEMBERS

Section 2.1. Members. The Corporation shall have one (1) member and may have more than one (1) Member (each, individually, a “Member” and, collectively, the “Members”).

Section 2.2. Eligibility for Membership. Any corporation, joint-stock association, unincorporated association, partnership or other person or entity, may become a Member of the Corporation. Any natural person shall be eighteen (18) years of age or older.

Section 2.3. Election of Members. A corporation, joint-stock association, unincorporated association, partnership or other person or entity, may be elected a Member of the Corporation upon the unanimous vote of the Members at a meeting at which a quorum is present or upon the unanimous written consent of the Members.

Section 2.4. Rights of Members.

(a) Property Rights. No Member of the Corporation shall have any right or interest in or to the property or assets of the Corporation. All property and assets of the Corporation shall be subject to the direction of, control of, and expenditure by, the Board. In the event the Corporation shall be dissolved, the remaining assets and property of the Corporation after payment of expenses and the satisfaction of all liabilities shall be distributed for the not-for-profit purposes of the Corporation and/or to such charitable organizations as shall qualify under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), as determined by the Board and approved by order of a Justice of the Supreme Court of the State of New York.

(b) Voting. Each Member of the Corporation shall be entitled to one (1) vote in person or by proxy at any annual or special meeting of the Members of the Corporation.

Section 2.5. Dues. No Member shall be obligated to pay dues.

Section 2.6. Resignation. Any Member may resign as a Member of the Corporation by giving at least thirty (30) days’ prior written notice to the Secretary of such Member’s intention to resign, which notice shall specify the date that such resignation shall take effect. The Board need not accept any such resignation in order for the same to take effect.

## ARTICLE III – MEETINGS OF MEMBERS

Section 3.1. Annual Meeting. The annual meeting of the Members of the Corporation, for the election of Directors and the transaction of such other business as may come before the meeting, shall be held at such time and place as the Members may agree and specify in the notice of such meeting.

Section 3.2. Special Meetings. Special meetings of the Members of the Corporation may be called by the Board or any Member.

Section 3.3. Notice of Meetings; Waiver of Notice. Written notice of each meeting of the Members shall be given not less than ten (10), nor more than fifty (50), days before such meeting by first class mail, delivery in person, facsimile telecommunication, or electronic mail. If notice is sent by first class mail or delivered in person it shall be directed to each Member at such Member's address as it appears on the record of Members of the Corporation, or, if such Member shall have filed with the Secretary a written request that notices to such Member be mailed or delivered to some other address, then directed to such Member at such other address. If notice is sent by facsimile telecommunication or electronic mail, it shall be directed to the Member's fax number or electronic mail address as it appears on the record of Members, or to such fax number or other electronic mail address as has been filed by the Member with the Secretary of the Corporation. Notice shall not be deemed to have been given by facsimile transmission or electronic mail if (a) the Corporation is unable to deliver two (2) consecutive notices to the Member by facsimile telecommunication or electronic mail or (b) the Corporation otherwise becomes aware that notice cannot be delivered to the Member by facsimile telecommunication or electronic mail. Notwithstanding the foregoing, notice may be waived, either before or after the meeting, by any Member or such Member's proxy, in writing or electronically. If in writing, the Member may sign a written waiver of notice or cause such Member's signature to be affixed to a waiver of notice by any reasonable means, including, but not limited to, facsimile signature. If electronic, the transmission of the waiver must be sent by electronic mail and set forth, or be submitted with, information from which it can reasonably be determined that the submission was authorized by the Member. Notice may also be waived by attending the meeting without protesting, prior thereto or at its commencement, the lack of notice to the Member. The notice shall state the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, and by or at whose direction the special meeting is called.

Section 3.4. Unanimous Consent. Except as set forth in Section 4.4(a) hereof, whenever the Members are required or permitted to take any action by vote, such action may be taken without a meeting upon the consent of all of the Members entitled to vote thereon, which consent shall set forth the action so taken and which consent may be written or electronic. If written, the consent must be executed by the Member or by the Member's authorized officer, director, employee, agent or representative by signing such consent or causing his or her signature to be affixed to such consent by any reasonable means including, but not limited to, facsimile signature. If electronic, the transmission of the consent must be sent by electronic mail and set forth, or be submitted with, information from which it can reasonably be determined that the transmission was authorized by the Member.

Section 3.5. Quorum. Except as otherwise by law or in these By-Laws provided, the presence in person or by proxy of a majority of the Members of the Corporation entitled to vote shall be necessary to constitute a quorum for the transaction of business.

#### ARTICLE IV – BOARD OF DIRECTORS

Section 4.1. Number and Qualification. The Corporation shall have not fewer than eleven (11) nor more than fifteen (15) Directors, with the exact number to be fixed from time to time by resolution of the Members. In fixing the exact number of Directors, the Members shall take into consideration

any recommendation made by the Board of Directors with respect thereto. Directors must be at least eighteen (18) years of age.

Section 4.2. Election and Term. Directors shall be elected by the Members. In electing Directors, the Members shall give consideration to any recommendations to fill such positions made by the Board. Directors shall serve for terms of three (3) years, and the Board shall be divided into three classes of as nearly equal size as practicable so that approximately one-third are elected each year.

Section 4.3. Powers and Duties. The Board shall manage the business and affairs of the Corporation and shall control its property, consistent with law and the Corporation's purpose. The Board may adopt policies, approve budgets, appoint and oversee officers, and delegate authority to committees as provided herein.

Section 4.4. Resignation and Removal. Any Director may resign by written notice to the Secretary.

(a) The Members may remove any Director for cause by their unanimous vote at a meeting where a quorum is present, after reasonable notice and opportunity to be heard has been given to the Director in question.

(b) The Members may remove any Director without cause by their unanimous vote at a meeting where a quorum is present or their unanimous written consent.

Section 4.5. Vacancies. Vacancies on the Board, however arising, shall be filled by the Members for the unexpired term of the vacant seat. In filling any vacancy, the Members shall give consideration to any recommendations to fill such vacancies made by the Board.

Section 4.6. Meetings; Notice; Waiver. The Board shall hold regular meetings at least once each quarter during the year at times and places fixed by the Board. The meeting materials relating to any regular meeting of the Board shall be provided to the Directors at least seventy two (72) hours in advance of such meeting. Special meetings may be called by the Chair, the President and CEO, or any three (3) Directors on at least two (2) days' notice given personally, by telephone, facsimile, electronic mail, courier, or mail. The meeting materials relating to any special meeting of the Board shall be provided to the Directors together with the notice of such meeting. Notice need not be given to any Director who submits a waiver of notice before or after the meeting, or who attends without protesting lack of notice at the outset.

Section 4.7. Quorum and Voting. A majority of the entire Board shall constitute a quorum for the transaction of business. Except as otherwise provided by law or these Bylaws, the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board. Directors may not vote by proxy.

Section 4.8. Action by Unanimous Written Consent. Any action required or permitted to be taken by the Board may be taken without a meeting if all Directors consent in writing or by electronic transmission to the adoption of a resolution authorizing the action, and the consents and resolution are filed with the minutes.

Section 4.9. Remote Participation. Directors may participate in meetings by telephone conference, electronic video screen communication, or other communications equipment allowing all persons to hear and be heard at the same time. Participation by such means constitutes presence in person.

Section 4.10. Annual Report. The Directors shall present at the annual meeting of the Members a report, verified by the President and CEO, and the Treasurer, or by a majority of the Directors, or certified by an independent public or certified public accountant or a firm of such accountants selected by the Board, showing in appropriate detail the following:

(a) the assets and liabilities, including the trust funds, of the Corporation as of the end of a twelve (12) month fiscal period terminating not more than six (6) months prior to said meeting.

(b) the principal changes in assets and liabilities, including trust funds, during said fiscal period.

(c) the revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes during said fiscal period.

(d) the expenses or disbursements of the Corporation, for both general and restricted purposes, during said fiscal period.

(e) the number of Members of the Corporation as of the date of the report, together with a statement of increase or decrease in such number during said fiscal period, and a statement of the place where the names and places of residence of the current Members may be found.

The annual report of Directors shall be filed with the records of the Corporation and either a copy or an abstract thereof entered in the minutes of the proceedings of the annual meeting of the Members.

## ARTICLE V – COMMITTEES

Section 5.1. Committees of the Board. The Board may designate from among the Directors committees of the Board, each consisting of at least three (3) Directors, except in the case of the Executive Committee which shall consist of at least five (5) Directors. Committees of the Board shall have such authority as the Board confers, subject to statutory limitations, the Corporation's Certificate of Incorporation, and these Bylaws. Committees shall keep separate minutes and report their actions at the next meeting of the Board.

Section 5.2. Executive Committee. The Executive Committee shall consist of the Chair, Vice Chair, and at least three (3) additional Directors appointed by a majority of the entire Board. Subject to statutory limitations, the Executive Committee shall exercise the authority of the Board between meetings, except with respect to a Related Party Transaction.

Section 5.3. Audit and Finance Committee. The Audit and Finance Committee shall be composed of three (3) or more Independent Directors, to: (a) oversee the accounting and financial reporting processes of the Corporation and the audit of the Corporation's financial statements, (b) annually

retain or renew the retention of the Independent Auditor to conduct the audit of the Corporation and, upon the completion thereof, review the results of the audit and any related management letter with the Independent Auditor, (c) annually review with the Independent Auditor the scope and planning of the audit prior to the audit's commencement, (d) upon completion of the audit, review and discuss with the Independent Auditor: (I) any material risks and weaknesses in internal controls identified by the Independent Auditor, (II) any restrictions on the scope of the Independent Auditor's activities or access to requested information, (III) any significant disagreements between the Independent Auditor and management, and (IV) the adequacy of the Corporation's accounting and financial reporting processes, (e) annually consider the performance and independence of the Independent Auditor, (f) review the Corporation's proposed annual operating budget as presented by management for each upcoming fiscal year and make recommendations with respect thereto, (g) monitor and report to the Board on the Corporation's compliance with its adopted budget during the fiscal year (annual versus estimated budget), (h) annually review the Corporation's investment policy and evaluate the allocation of its assets, (i) monitor the economic performance of the Corporation's retirement plans, if any, (j) assess the Corporation's current and future capital needs, (k) make recommendations to the Board concerning the level and nature of debt issued by the Corporation, (l) review the Corporation's insurance coverages, (m) present annually to the Board a report on its activities, (n) oversee the adoption, implementation of and compliance with the Corporation's Conflict of Interest and Confidentiality Policy and Whistleblower Policy and (o) undertake such other duties or responsibilities as the Board may delegate or assign to the Audit and Finance Committee from time to time, and shall operate in accordance with a charter approved by the Board, consistent with N-PCL §712-a.

Section 5.4. Investment Subcommittee. The Audit and Finance Committee may establish an Investment Subcommittee composed of three (3) or more Independent Directors, to assist the Committee and Board in fulfilling its responsibility with respect to the Corporation's investments.

Section 5.5. Nominating and Governance Committee. The Board may establish a Nominating and Governance Committee to identify, vet, and recommend candidates for Director and Officer positions, to oversee Board education and evaluation, and to recommend governance best practices and policy updates.

Section 5.6. Committees of the Corporation. The Board may create advisory committees ("Committees of the Corporation") that may include non-Directors. Committees of the Corporation shall be advisory only and shall have no authority to bind the Board or exercise the powers of the Board.

Section 5.7. Committee Procedure. Unless otherwise provided by the Board, a majority of the voting members of a committee constitutes a quorum, and the act of a majority of the voting members present at a meeting at which a quorum is present is the act of the committee. Committees shall keep minutes and report to the Board, and shall be subject at all times to the direction and control of the Board.

## ARTICLE VI – OFFICERS

Section 6.1. Officers. The officers of the Board shall be a Chair and a Vice Chair. The corporate officers shall include a President and CEO, a Treasurer, and a Secretary, and such other officers as the Board may determine. The corporate officers may serve additional management roles for the Corporation. Any two or more offices may be held by the same person, except that the offices of President and CEO on the one hand, and Secretary, on the other hand, may not be held by the same individual. The Chair and Vice Chair must be Directors. No employee of the Corporation shall serve as Chair or Vice Chair.

Section 6.2. Election and Term. A majority of the entire Board shall elect the Chair and Vice Chair from among the Directors. Additionally, the Board shall elect or appoint the corporate officers, each to serve at the pleasure of the Board for terms as the Board may determine, and until their successors are elected or appointed and qualified.

Section 6.3. Removal and Resignation. Any officer may be removed by the Board with or without cause at any time, without prejudice to such officer's contractual rights, if any. Any officer may resign by written notice to the Secretary, effective upon receipt or at a later time specified in the notice.

Section 6.4. Vacancies. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

Section 6.5. Chair. The Chair shall preside at meetings of the Board, appoint Board committee members (except as set forth in Section 5.2 hereof), and perform such other duties as the Board may prescribe.

Section 6.6. Vice Chair. In the absence or incapacity of the Chair, the Vice Chair shall perform the duties of the Chair and shall perform such other duties as the Board or Chair may assign.

Section 6.7. President and CEO. The President and CEO shall be the Chief Executive Officer of the Corporation, responsible for overall management and administration, implementing Board policies, and overseeing staff and programs. The President and CEO shall have power to make and execute contracts in the ordinary business of the Corporation and for and in the name of the Corporation; to execute all deeds, mortgages, bonds, certificates of membership, financial instruments, all filings and reports required by law, retirement plan and other employee benefits, and other contracts or obligations or instruments required for the Corporation's business affairs or authorized by the Board.

Section 6.8. Secretary. The Secretary shall maintain the minutes and records of the Corporation, give notices as required, maintain the corporate seal and records, and perform such other duties as are customary or assigned by the Board.

Section 6.9. Treasurer. The Treasurer shall be the chief empowered official for the Corporation's financial management, accounting, internal controls, and reporting. The Treasurer shall present financial statements as required by these Bylaws and by the Board, and shall ensure the annual independent audit, Internal Revenue Service Form 990, CHAR 500, and any other financial regulatory filings are completed and presented to the Board as required, timely and accurately.

Section 6.10. Other Officers. The President and CEO may appoint other corporate officers, including a General Counsel, Chief Compliance Officer, Vice Presidents, Assistant Secretaries or Treasurers, or others, who shall have such authority and perform such duties as the Board or President and CEO may prescribe, consistent with any Board delegation.

#### ARTICLE VII – RELATED PARTY TRANSACTIONS; CONFLICTS; WHISTLEBLOWER

Section 7.1. Conflict of Interest Policy. The Corporation shall adopt and maintain a written Conflict of Interest and Confidentiality Policy meeting the requirements of N-PCL §715-a. Directors, officers, and Key Persons shall annually disclose potential conflicts, and any actual or potential conflicts shall be handled in accordance with the policy.

Section 7.2. Related Party Transactions. Any Related Party Transaction shall be disclosed in good faith to the Board or the Audit Committee, and shall not be entered into unless the Board or Audit Committee determines that the transaction is fair, reasonable, and in the Corporation's best interest at the time of such determination, in accordance with N-PCL §715 and the Corporation's policies.

Section 7.3. Whistleblower Policy. The Corporation shall adopt and maintain a Whistleblower policy compliant with N-PCL §715-b, providing procedures for good faith reporting of suspected improper conduct, protections against retaliation, and investigation protocols.

#### ARTICLE VIII – MEETINGS; NOTICES; RECORDS

Section 8.1. Remote Meetings and Electronic Communications. Meetings of the Board or committees may be held in person or by means of telephone or electronic communication platforms that provide the ability for all persons participating to hear and be heard simultaneously. Consents and notices may be delivered by electronic transmission as permitted by the N-PCL.

Section 8.2. Books and Records. The Corporation shall keep correct and complete books and records of account; minutes of the proceedings of the Board and Committees; a current list of Directors and Officers and their business addresses; a copy of the Certificate of Incorporation and these Bylaws; and copies of the most recent three (3) annual information returns (Form 990) and exemption application, to the extent applicable.

Section 8.3. Loans. No loans shall be made by the Corporation to its Directors or officers, or to any other entity in which one or more of its Directors or officers hold a financial interest, except as permitted by law.

#### ARTICLE IX – FINANCIAL REPORTS; AUDIT

Section 9.1. Annual Financial Statements and Audit. The Corporation shall obtain an annual audit of its financial statements by an independent certified public accountant or firm thereof selected by the Audit and Finance Committee, and the audited financial statements shall be presented to the Board no later than six (6) months after the close of the fiscal year, and filed with the corporate records.

## ARTICLE X – INDEMNIFICATION AND INSURANCE

Section 10.1. Right to Indemnification. To the fullest extent permitted by N-PCL §§721–726 and any other applicable law, the Corporation shall indemnify any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that such person is or was a Director, officer, employee, or volunteer of the Corporation, or served at the Corporation’s request in any capacity of any other entity, against judgments, fines, penalties, amounts paid in settlement, and reasonable expenses, including attorneys’ fees, actually and necessarily incurred in connection with such proceeding.

Section 10.2. Prohibited Indemnification. No indemnification shall be made if a final adjudication adverse to such person establishes that such person acted in bad faith or engaged in active and deliberate dishonesty material to the cause of action, or personally gained in fact a financial profit or other advantage to which he or she was not legally entitled, or in cases where indemnification is otherwise prohibited by law.

Section 10.3. Advancement of Expenses. To the fullest extent permitted by law, the Corporation shall advance expenses incurred by an indemnified person in defending any action or proceeding, upon receipt of an undertaking to repay such amounts if it is ultimately determined that such person is not entitled to indemnification.

Section 10.4. Non-Exclusivity; Binding Effect. The rights conferred by this Article shall not be exclusive of any other rights to which any person may be entitled under law or agreement and shall continue as to a person who has ceased to be a Director, officer, employee, or volunteer, and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 10.5. Insurance. The Corporation may purchase and maintain insurance to the extent permitted by law on behalf of any person who is or was a Director, officer, employee, or volunteer of the Corporation, or served at the Corporation’s request in any capacity of another entity, against any liability asserted against and incurred by such person in any such capacity, or arising out of his or her status as such.

## ARTICLE XI – NON-DISTRIBUTION; DISSOLUTION; NON-DISCRIMINATION

Section 11.1. No Private Inurement. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its Directors, officers, employees, or other private persons, except that the Corporation may pay reasonable compensation for services rendered and make payments and distributions in furtherance of its exempt purposes.

Section 11.2. Dissolution. Upon dissolution of the Corporation, the Board shall, after paying or making provision for the payment of all liabilities, distribute all assets of the Corporation exclusively for purposes within the meaning of Section 501(c)(3) of the Code, to such organization(s) organized and operated exclusively for charitable, educational, or scientific

purposes as shall at the time qualify as exempt under Section 501(c)(3) of the Code, subject to any required approvals under the N-PCL and New York State Supreme Court supervision as applicable.

Section 11.3. Non-Discrimination. The Corporation shall not discriminate on the basis of race, color, religion, sex, gender identity or expression, sexual orientation, national origin, age, disability, veteran status, or any other status protected by applicable law in any of its policies, programs, or activities.

#### ARTICLE XII – CORPORATE SEAL; GENDER; CONSTRUCTION

Section 12.1. Seal. The seal of the Corporation shall be in circular form and contain the name of the Corporation, the words “Corporate Seal” and “New York” and the year the Corporation was formed in the center.

Section 12.2. Gender; Construction. All references to gender include all genders; words importing the singular include the plural and vice versa as the context requires. Headings are for convenience only and do not affect interpretation.

#### ARTICLE XIII – AMENDMENTS

Section 13.1. Bylaws of the Corporation may only be adopted, amended or repealed by the unanimous vote or unanimous written consent of the Members.

**EXHIBIT C**

Proposed Exclusion Resolution

## **GLDC EXCLUSION RESOLUTION**

Dated: March \_\_\_, 2026

BE IT RESOLVED that GRIFFISS LOCAL DEVELOPMENT CORPORATION ("GLDC"), its officers and directors, as such, will not require and will not have access to classified information in the custody of Griffiss Institute Inc., or any other facilities reporting to Griffiss Institute Inc. that require access to classified information, and further that Griffiss Institute Inc., has been delegated full authority to act completely independent of GLDC in all matters that involve or relate to Griffiss Institute Inc.'s responsibility to perform on classified contracts, to include safeguarding classified information.

BE IT FURTHER RESOLVED that this action is taken for the purpose of exempting GLDC from the necessity of being processed for a Facility Security Clearance (FCL) in conformity with the "National Industrial Security Program Operating Manual (NISPOM)." In lieu of a Facility Security Clearance, GLDC will report any changed conditions, as defined in NISPOM 2-102, within the complete organizational structure that may impact the FCL eligibility of Griffiss Institute Inc. Any changes that may impact FCL eligibility of Griffiss Institute Inc. will be disclosed to the Facility Security Officer at Griffiss Institute Inc. or in special circumstances, directly to the Defense Security Service.

**GLDC RESOLUTION RELATING TO GRIFFISS INSTITUTE INC. MATTERS**

BE IT RESOLVED that the Authorized Representative, and any officer of GLDC, is hereby authorized and directed, acting singly, to execute and deliver on behalf of GLDC, the two (2) Unanimous Written Consents attached hereto.

**UNANIMOUS WRITTEN CONSENT  
OF  
THE MEMBERS  
OF  
GRIFFISS INSTITUTE INC.**

(Relating to the Restated Certificate of Incorporation of Griffiss Institute Inc.)

The undersigned, Economic Development Growth Enterprises Corporation (“EDGE”) and Griffiss Local Development Corporation (“GLDC”), being all of the Members of **GRIFFISS INSTITUTE INC.** (the “Corporation”), a not-for-profit corporation organized and existing under the laws of the State of New York, acting without a meeting on unanimous written consent pursuant to the Corporation’s Amended and Restated Bylaws and Section 614(a) of New York Not-for-Profit Corporation Law, do hereby authorize the President and CEO, and any other officer of Griffiss Institute Inc., acting singly, to file with the NYS Department of State the Restated Certificate of Incorporation of Griffiss Institute Inc. in the form set forth in **Exhibit A** annexed hereto and made a part hereof, subject only to such non-substrative changes thereto as may be jointly approved by EDGE’s President and GLDC’s Authorized Representative, and hereby consent to such filing, and (a) agree that this Consent may be executed in one or more counterparts, (b) agree that any signature delivered by facsimile, Adobe PDF or similar electronic means shall be deemed the equivalent of an original signature, (c) direct that this Consent shall be filed with the Minutes of the proceedings of the Members of the Corporation, and (d) acknowledge that this Consent shall become effective on the date that the last of the Members executes the same.

Dated: \_\_\_\_\_, 2026

**ECONOMIC DEVELOPMENT GROWTH  
ENTERPRISES CORPORATION**

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

Dated: \_\_\_\_\_, 2026

**GRIFFISS LOCAL DEVELOPMENT  
CORPORATION**

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

Exhibit A

**RESTATED CERTIFICATE OF INCORPORATION  
OF  
GRIFFISS INSTITUTE INC.**

Under Section 805 of the Not-For-Profit Corporation Law

- (1) The name of the corporation is Griffiss Institute Inc. (the "Corporation").
- (2) The original certificate of incorporation of the Corporation was filed by the Department of State on August 12, 2002.
- (3) The amendment and restatement of the Corporation's Certificate of Incorporation was authorized by the members of the Corporation as required by New York Not-For-Profit Corporation Law Section 802.
- (4) The Certificate of Incorporation is hereby amended to effect the following:
  - (a) Article THIRD relating the Corporation's purposes is amended to read in its entirety as set forth in Article THIRD below.
  - (b) Article SIXTH regarding the type of corporation is amended to read in its entirety as set forth in Article SIXTH below.
  - (c) Article SEVENTH regarding certain provisions relating to the Corporation's tax-exempt status is amended to read in its entirety as set forth in Article SEVENTH below.
  - (d) Article TENTH regarding the county of the state in which the office of the Corporation is to be located is amended to read in its entirety as set forth in Article TENTH below.
  - (e) Article ELEVENTH setting forth the names and addresses of the initial directors is hereby omitted.
  - (f) Article TWELFTH is renumbered as Article ELEVENTH.
  - (g) Article THIRTEENTH regarding the designation of the Secretary of State as agent of the Corporation upon whom process against it may be served and sets forth the post office address to which the Secretary of State shall mail a copy of any such process is renumbered Article TWELFTH and is amended to read in its entirety as set forth in Article TWELFTH below.
  - (h) Article FOURTEENTH regarding the distribution of the Corporation's net assets in the event of its dissolution is renumbered Article THIRTEENTH and is amended to read in its entirety as set forth in Article THIRTEENTH below.

- (5) The text of the Certificate of Incorporation is hereby restated, as amended, to read in its entirety as herein set forth.

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**CERTIFICATE OF INCORPORATION  
OF**

**GRIFFISS INSTITUTE INC.**

Under Section 402 of the Not-For-Profit Corporation Law

**FIRST:** The name of the corporation is Griffiss Institute Inc. (the "Corporation").

**SECOND:** The Corporation shall have one (1) member and may have more than one (1) member. Any additional matters relating to membership shall be set forth in the Corporation's by-laws

**THIRD:** The Corporation is organized, and at all times thereafter shall be operated, exclusively for the following purposes:

- (a) to advance American science, research, and education, and their practical applications to national security, human health and welfare, and economic competitiveness, for the benefit of the United States of America in general federal laboratories, including the federal laboratory currently known as and the Air Force Research Laboratory, Rome, New York, in particular.
- (b) to carry on scientific research, technology transfer, and workforce development activities for the purpose of developing technology applications useful to national security and economic competitiveness in the United States of America;
- (c) to disseminate information on these issues and to use research and other scientific and didactic methods in the process and publish the results;
- (d) to conduct seminars, conferences, study groups, and research with reference to these issues, but not to include the operation of an institute of higher learning or the granting of degrees or diplomas;
- (e) to attract, encourage, develop, improve, and assist, industry and the public and private institutions in Oneida County and New York State, and the United States of America, by the application of science, research, and educational methods to improve national security and economic competitiveness;
- (f) to further its purposes by working in cooperation with government, industry, economic development, academic and other organizations or institutions; and
- (g) to use other lawful and appropriate means for the attainment of its purposes.

In the case of proprietary research contracts for private companies, such contracts must permit the publication of results after an appropriate period sufficient to protect any intellectual property rights or satisfy publication and/or public interest requirements through other means prescribed in the Code (defined below) and its corresponding regulations, unless otherwise restricted by national security requirements.

Any other provision of this Certificate of Incorporation notwithstanding, nothing herein shall be construed as authorizing the Corporation, directly or indirectly, to engage in or include among its purposes any of the activities mentioned in N-PCL Section 404(a)-(v).

**FOURTH:** This Certificate of Incorporation and the by-laws of the Corporation shall be adopted, repealed or amended only by the unanimous vote of the Members of the Corporation.

**FIFTH:** The Corporation is a Corporation as defined in subparagraph (a)(5) of Section 102 of the Not-For-Profit Corporation Law.

**SIXTH:** The Corporation is a charitable corporation under N-PCL Section 201.

**SEVENTH:** The following provisions relate to the Corporation's tax-exempt status and is not a statement of purposes and powers. Consequently, this language does not expand or alter the Corporation's purposes or powers set forth in Article THIRD.

- (a) Notwithstanding any other provision of this certificate, the Corporation is organized and shall be operated exclusively for charitable purposes as described under the Internal Revenue Code, as may be amended ("Code"), Section 501(c)(3).
- (b) The Corporation shall not have any power, nor shall it engage in any activity, that would prevent the Corporation from qualifying (and continuing to qualify) as a Corporation described in Code Section 501(c)(3), contributions to which are deductible for federal income taxes purposes.
- (c) No part of the net earnings of the corporation shall inure to the benefit of any member, trustee, director, or officer of the Corporation or any private individual, other than an organization described in Code Section 501(c)(3), except that reasonable compensation may be paid for services rendered to or for the Corporation. No member, trustee, director or officer of the Corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

**EIGHTH:** No substantial part of the Corporation's activities shall be devoted to carrying on propaganda, or otherwise attempting to influence legislation (except to the extent otherwise provided under Section 501(h) of the Code), and the Corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

**NINTH:** To the extent permitted by law the Corporation shall indemnify and hold harmless the Members of the Corporation. Any person made a party to any action, suit or proceeding by reason of the fact that such person, their testator or intestate, is or was a Director, Officer or employee of the Corporation or of any organization in which the person served as such at the request of the Corporation, shall be indemnified by the Corporation to the full extent permitted by law. Such right of indemnification shall not be deemed exclusive of any other rights to which such Director, officer, or employee may be entitled. Any amount payable by way of indemnity shall be determined

and paid in accordance with Section 725 of the Not-For-Profit Corporation Law of the State of New York, unless otherwise directed by the Board of Directors by Resolution.

**TENTH:** The office of the Corporation is to be located in the County of Oneida, State of New York and the Corporation's principal place of business shall be located in the County of Oneida, State of New York.

**ELEVENTH:** The Corporation shall have perpetual duration.

**TWELFTH:** In the event of dissolution, the remaining assets and property of the Corporation after payment of expenses and the satisfaction of all liabilities shall after necessary expenses thereof be distributed to one or more organizations which are then qualified under Code Section 501(c)(3) to be used in a manner that will best accomplish the general purposes for which this Corporation was formed, subject to any required approvals under the N-PCL or other applicable law.

**THIRTEENTH:** The Secretary of State of the State of New York is designated as the agent of the Corporation upon whom process against the Corporation may be served. The post office address within the State of New York to which the Secretary of State shall mail a copy of any process against the Corporation served upon him or her as agent of the Corporation is Griffiss Institute Inc., 592 Hangar Road, Ste. 200, Rome, New York 13441. The email address to which the Secretary of State shall email a notice of the fact that process against the Corporation has been served electronically upon the Secretary of State is [hhage@griffissinstitute.org](mailto:hhage@griffissinstitute.org).

**UNANIMOUS WRITTEN CONSENT  
OF  
THE MEMBERS  
OF  
GRIFFISS INSTITUTE INC.**

(Relating to the Amended and Restated Bylaws of Griffiss Institute Inc.)

The undersigned, Economic Development Growth Enterprises Corporation (“EDGE”) and Griffiss Local Development Corporation (“GLDC”), being all of the Members of **GRIFFISS INSTITUTE INC.** (the “Corporation”), a not-for-profit corporation organized and existing under the laws of the State of New York, acting without a meeting on unanimous written consent pursuant to the Corporation’s Amended and Restated Bylaws and Section 614(a) of New York Not-for-Profit Corporation Law, do hereby adopt the Amended and Restated Bylaws of Griffiss Institute Inc. in the form set forth in **Exhibit A** annexed hereto and made a part hereof, subject only to such non-substrative changes thereto as may be jointly approved by EDGE’s President and GLDC’s Authorized Representative, and hereby consent to such adoption, and (a) agree that this Consent may be executed in one or more counterparts, (b) agree that any signature delivered by facsimile, Adobe PDF or similar electronic means shall deemed the equivalent of an original signature, (c) direct that this Consent shall be filed with the Minutes of the proceedings of the Members of the Corporation, and (d) acknowledge that this Consent shall become effective on the date that the last of the Members executes the same.

Dated: \_\_\_\_\_, 2026

ECONOMIC DEVELOPMENT GROWTH  
ENTERPRISES CORPORATION

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

Dated: \_\_\_\_\_, 2026

GRIFFISS LOCAL DEVELOPMENT  
CORPORATION

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

Exhibit A

AMENDED AND  
RESTATED BY-LAWS  
of  
GRIFFISS INSTITUTE INC.

Adopted: April 22, 2015

Revised: February 20, 2019

Revised: \_\_\_\_\_, 2026

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ARTICLE I – NAME; ORGANIZATION; PURPOSES; OFFICE AND PRINCIPAL PLACE  
OF BUSINESS; FISCAL YEAR; DEFINITIONS

Section 1.1. Name. The name of the Corporation is Griffiss Institute Inc. (the “Corporation”).

Section 1.2. Type and Charitable Status. The Corporation is a non-stock, not-for-profit corporation organized under the New York Not-For-Profit Corporation Law (the “N-PCL”) and is a charitable corporation within the meaning of NPCL §201.

Section 1.3. Purposes. The purposes of the Corporation are as set forth in its Certificate of Incorporation, and include advancing American science, research and education, and their practical application to national security, human health and welfare, and economic competitiveness, for the benefit of the United States of America in general and federal laboratories, including the federal laboratory currently known as the Air Force Research Laboratory, Rome, New York, in particular, and related activities within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

Section 1.4. Office and Principal Place of Business. The Corporation’s office shall be located in the County of Oneida, State of New York. In addition, the Corporation’s principal place of business shall be located in the County of Oneida, State of New York.

Section 1.5. Fiscal Year. The fiscal year of the Corporation shall begin on January 1 and end on December 31 of each year.

Section 1.6. Definitions. For purposes of these Bylaws, the definitions of the N-PCL are controlling and incorporated by reference.

## ARTICLE II – MEMBERS

Section 2.1. Members. The Corporation shall have one (1) member and may have more than one (1) Member (each, individually, a “Member” and, collectively, the “Members”).

Section 2.2. Eligibility for Membership. Any corporation, joint-stock association, unincorporated association, partnership or other person or entity, may become a Member of the Corporation. Any natural person shall be eighteen (18) years of age or older.

Section 2.3. Election of Members. A corporation, joint-stock association, unincorporated association, partnership or other person or entity, may be elected a Member of the Corporation upon the unanimous vote of the Members at a meeting at which a quorum is present or upon the unanimous written consent of the Members.

Section 2.4. Rights of Members.

(a) Property Rights. No Member of the Corporation shall have any right or interest in or to the property or assets of the Corporation. All property and assets of the Corporation shall be subject to the direction of, control of, and expenditure by, the Board. In the event the Corporation shall be dissolved, the remaining assets and property of the Corporation after payment of expenses and the satisfaction of all liabilities shall be distributed for the not-for-profit purposes of the Corporation and/or to such charitable organizations as shall qualify under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), as determined by the Board and approved by order of a Justice of the Supreme Court of the State of New York.

(b) Voting. Each Member of the Corporation shall be entitled to one (1) vote in person or by proxy at any annual or special meeting of the Members of the Corporation.

Section 2.5. Dues. No Member shall be obligated to pay dues.

Section 2.6. Resignation. Any Member may resign as a Member of the Corporation by giving at least thirty (30) days’ prior written notice to the Secretary of such Member’s intention to resign, which notice shall specify the date that such resignation shall take effect. The Board need not accept any such resignation in order for the same to take effect.

## ARTICLE III – MEETINGS OF MEMBERS

Section 3.1. Annual Meeting. The annual meeting of the Members of the Corporation, for the election of Directors and the transaction of such other business as may come before the meeting, shall be held at such time and place as the Members may agree and specify in the notice of such meeting.

Section 3.2. Special Meetings. Special meetings of the Members of the Corporation may be called by the Board or any Member.

Section 3.3. Notice of Meetings; Waiver of Notice. Written notice of each meeting of the Members shall be given not less than ten (10), nor more than fifty (50), days before such meeting by first class mail, delivery in person, facsimile telecommunication, or electronic mail. If notice is sent by first class mail or delivered in person it shall be directed to each Member at such Member's address as it appears on the record of Members of the Corporation, or, if such Member shall have filed with the Secretary a written request that notices to such Member be mailed or delivered to some other address, then directed to such Member at such other address. If notice is sent by facsimile telecommunication or electronic mail, it shall be directed to the Member's fax number or electronic mail address as it appears on the record of Members, or to such fax number or other electronic mail address as has been filed by the Member with the Secretary of the Corporation. Notice shall not be deemed to have been given by facsimile transmission or electronic mail if (a) the Corporation is unable to deliver two (2) consecutive notices to the Member by facsimile telecommunication or electronic mail or (b) the Corporation otherwise becomes aware that notice cannot be delivered to the Member by facsimile telecommunication or electronic mail. Notwithstanding the foregoing, notice may be waived, either before or after the meeting, by any Member or such Member's proxy, in writing or electronically. If in writing, the Member may sign a written waiver of notice or cause such Member's signature to be affixed to a waiver of notice by any reasonable means, including, but not limited to, facsimile signature. If electronic, the transmission of the waiver must be sent by electronic mail and set forth, or be submitted with, information from which it can reasonably be determined that the submission was authorized by the Member. Notice may also be waived by attending the meeting without protesting, prior thereto or at its commencement, the lack of notice to the Member. The notice shall state the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, and by or at whose direction the special meeting is called.

Section 3.4. Unanimous Consent. Except as set forth in Section 4.4(a) hereof, whenever the Members are required or permitted to take any action by vote, such action may be taken without a meeting upon the consent of all of the Members entitled to vote thereon, which consent shall set forth the action so taken and which consent may be written or electronic. If written, the consent must be executed by the Member or by the Member's authorized officer, director, employee, agent or representative by signing such consent or causing his or her signature to be affixed to such consent by any reasonable means including, but not limited to, facsimile signature. If electronic, the transmission of the consent must be sent by electronic mail and set forth, or be submitted with, information from which it can reasonably be determined that the transmission was authorized by the Member.

Section 3.5. Quorum. Except as otherwise by law or in these By-Laws provided, the presence in person or by proxy of a majority of the Members of the Corporation entitled to vote shall be necessary to constitute a quorum for the transaction of business.

#### ARTICLE IV – BOARD OF DIRECTORS

Section 4.1. Number and Qualification. The Corporation shall have not fewer than eleven (11) nor more than fifteen (15) Directors, with the exact number to be fixed from time to time by resolution of the Members. In fixing the exact number of Directors, the Members shall take into consideration

any recommendation made by the Board of Directors with respect thereto. Directors must be at least eighteen (18) years of age.

Section 4.2. Election and Term. Directors shall be elected by the Members. In electing Directors, the Members shall give consideration to any recommendations to fill such positions made by the Board. Directors shall serve for terms of three (3) years, and the Board shall be divided into three classes of as nearly equal size as practicable so that approximately one-third are elected each year.

Section 4.3. Powers and Duties. The Board shall manage the business and affairs of the Corporation and shall control its property, consistent with law and the Corporation's purpose. The Board may adopt policies, approve budgets, appoint and oversee officers, and delegate authority to committees as provided herein.

Section 4.4. Resignation and Removal. Any Director may resign by written notice to the Secretary.

(a) The Members may remove any Director for cause by their unanimous vote at a meeting where a quorum is present, after reasonable notice and opportunity to be heard has been given to the Director in question.

(b) The Members may remove any Director without cause by their unanimous vote at a meeting where a quorum is present or their unanimous written consent.

Section 4.5. Vacancies. Vacancies on the Board, however arising, shall be filled by the Members for the unexpired term of the vacant seat. In filling any vacancy, the Members shall give consideration to any recommendations to fill such vacancies made by the Board.

Section 4.6. Meetings; Notice; Waiver. The Board shall hold regular meetings at least once each quarter during the year at times and places fixed by the Board. The meeting materials relating to any regular meeting of the Board shall be provided to the Directors at least seventy two (72) hours in advance of such meeting. Special meetings may be called by the Chair, the President and CEO, or any three (3) Directors on at least two (2) days' notice given personally, by telephone, facsimile, electronic mail, courier, or mail. The meeting materials relating to any special meeting of the Board shall be provided to the Directors together with the notice of such meeting. Notice need not be given to any Director who submits a waiver of notice before or after the meeting, or who attends without protesting lack of notice at the outset.

Section 4.7. Quorum and Voting. A majority of the entire Board shall constitute a quorum for the transaction of business. Except as otherwise provided by law or these Bylaws, the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board. Directors may not vote by proxy.

Section 4.8. Action by Unanimous Written Consent. Any action required or permitted to be taken by the Board may be taken without a meeting if all Directors consent in writing or by electronic transmission to the adoption of a resolution authorizing the action, and the consents and resolution are filed with the minutes.

Section 4.9. Remote Participation. Directors may participate in meetings by telephone conference, electronic video screen communication, or other communications equipment allowing all persons to hear and be heard at the same time. Participation by such means constitutes presence in person.

Section 4.10. Annual Report. The Directors shall present at the annual meeting of the Members a report, verified by the President and CEO, and the Treasurer, or by a majority of the Directors, or certified by an independent public or certified public accountant or a firm of such accountants selected by the Board, showing in appropriate detail the following:

(a) the assets and liabilities, including the trust funds, of the Corporation as of the end of a twelve (12) month fiscal period terminating not more than six (6) months prior to said meeting.

(b) the principal changes in assets and liabilities, including trust funds, during said fiscal period.

(c) the revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes during said fiscal period.

(d) the expenses or disbursements of the Corporation, for both general and restricted purposes, during said fiscal period.

(e) the number of Members of the Corporation as of the date of the report, together with a statement of increase or decrease in such number during said fiscal period, and a statement of the place where the names and places of residence of the current Members may be found.

The annual report of Directors shall be filed with the records of the Corporation and either a copy or an abstract thereof entered in the minutes of the proceedings of the annual meeting of the Members.

## ARTICLE V – COMMITTEES

Section 5.1. Committees of the Board. The Board may designate from among the Directors committees of the Board, each consisting of at least three (3) Directors, except in the case of the Executive Committee which shall consist of at least five (5) Directors. Committees of the Board shall have such authority as the Board confers, subject to statutory limitations, the Corporation's Certificate of Incorporation, and these Bylaws. Committees shall keep separate minutes and report their actions at the next meeting of the Board.

Section 5.2. Executive Committee. The Executive Committee shall consist of the Chair, Vice Chair, and at least three (3) additional Directors appointed by a majority of the entire Board. Subject to statutory limitations, the Executive Committee shall exercise the authority of the Board between meetings, except with respect to a Related Party Transaction.

Section 5.3. Audit and Finance Committee. The Audit and Finance Committee shall be composed of three (3) or more Independent Directors, to: (a) oversee the accounting and financial reporting processes of the Corporation and the audit of the Corporation's financial statements, (b) annually

retain or renew the retention of the Independent Auditor to conduct the audit of the Corporation and, upon the completion thereof, review the results of the audit and any related management letter with the Independent Auditor, (c) annually review with the Independent Auditor the scope and planning of the audit prior to the audit's commencement, (d) upon completion of the audit, review and discuss with the Independent Auditor: (I) any material risks and weaknesses in internal controls identified by the Independent Auditor, (II) any restrictions on the scope of the Independent Auditor's activities or access to requested information, (III) any significant disagreements between the Independent Auditor and management, and (IV) the adequacy of the Corporation's accounting and financial reporting processes, (e) annually consider the performance and independence of the Independent Auditor, (f) review the Corporation's proposed annual operating budget as presented by management for each upcoming fiscal year and make recommendations with respect thereto, (g) monitor and report to the Board on the Corporation's compliance with its adopted budget during the fiscal year (annual versus estimated budget), (h) annually review the Corporation's investment policy and evaluate the allocation of its assets, (i) monitor the economic performance of the Corporation's retirement plans, if any, (j) assess the Corporation's current and future capital needs, (k) make recommendations to the Board concerning the level and nature of debt issued by the Corporation, (l) review the Corporation's insurance coverages, (m) present annually to the Board a report on its activities, (n) oversee the adoption, implementation of and compliance with the Corporation's Conflict of Interest and Confidentiality Policy and Whistleblower Policy and (o) undertake such other duties or responsibilities as the Board may delegate or assign to the Audit and Finance Committee from time to time, and shall operate in accordance with a charter approved by the Board, consistent with N-PCL §712-a.

Section 5.4. Investment Subcommittee. The Audit and Finance Committee may establish an Investment Subcommittee composed of three (3) or more Independent Directors, to assist the Committee and Board in fulfilling its responsibility with respect to the Corporation's investments.

Section 5.5. Nominating and Governance Committee. The Board may establish a Nominating and Governance Committee to identify, vet, and recommend candidates for Director and Officer positions, to oversee Board education and evaluation, and to recommend governance best practices and policy updates.

Section 5.6. Committees of the Corporation. The Board may create advisory committees ("Committees of the Corporation") that may include non-Directors. Committees of the Corporation shall be advisory only and shall have no authority to bind the Board or exercise the powers of the Board.

Section 5.7. Committee Procedure. Unless otherwise provided by the Board, a majority of the voting members of a committee constitutes a quorum, and the act of a majority of the voting members present at a meeting at which a quorum is present is the act of the committee. Committees shall keep minutes and report to the Board, and shall be subject at all times to the direction and control of the Board.

## ARTICLE VI – OFFICERS

Section 6.1. Officers. The officers of the Board shall be a Chair and a Vice Chair. The corporate officers shall include a President and CEO, a Treasurer, and a Secretary, and such other officers as the Board may determine. The corporate officers may serve additional management roles for the Corporation. Any two or more offices may be held by the same person, except that the offices of President and CEO on the one hand, and Secretary, on the other hand, may not be held by the same individual. The Chair and Vice Chair must be Directors. No employee of the Corporation shall serve as Chair or Vice Chair.

Section 6.2. Election and Term. A majority of the entire Board shall elect the Chair and Vice Chair from among the Directors. Additionally, the Board shall elect or appoint the corporate officers, each to serve at the pleasure of the Board for terms as the Board may determine, and until their successors are elected or appointed and qualified.

Section 6.3. Removal and Resignation. Any officer may be removed by the Board with or without cause at any time, without prejudice to such officer's contractual rights, if any. Any officer may resign by written notice to the Secretary, effective upon receipt or at a later time specified in the notice.

Section 6.4. Vacancies. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

Section 6.5. Chair. The Chair shall preside at meetings of the Board, appoint Board committee members (except as set forth in Section 5.2 hereof), and perform such other duties as the Board may prescribe.

Section 6.6. Vice Chair. In the absence or incapacity of the Chair, the Vice Chair shall perform the duties of the Chair and shall perform such other duties as the Board or Chair may assign.

Section 6.7. President and CEO. The President and CEO shall be the Chief Executive Officer of the Corporation, responsible for overall management and administration, implementing Board policies, and overseeing staff and programs. The President and CEO shall have power to make and execute contracts in the ordinary business of the Corporation and for and in the name of the Corporation; to execute all deeds, mortgages, bonds, certificates of membership, financial instruments, all filings and reports required by law, retirement plan and other employee benefits, and other contracts or obligations or instruments required for the Corporation's business affairs or authorized by the Board.

Section 6.8. Secretary. The Secretary shall maintain the minutes and records of the Corporation, give notices as required, maintain the corporate seal and records, and perform such other duties as are customary or assigned by the Board.

Section 6.9. Treasurer. The Treasurer shall be the chief empowered official for the Corporation's financial management, accounting, internal controls, and reporting. The Treasurer shall present financial statements as required by these Bylaws and by the Board, and shall ensure the annual independent audit, Internal Revenue Service Form 990, CHAR 500, and any other financial regulatory filings are completed and presented to the Board as required, timely and accurately.

Section 6.10. Other Officers. The President and CEO may appoint other corporate officers, including a General Counsel, Chief Compliance Officer, Vice Presidents, Assistant Secretaries or Treasurers, or others, who shall have such authority and perform such duties as the Board or President and CEO may prescribe, consistent with any Board delegation.

#### ARTICLE VII – RELATED PARTY TRANSACTIONS; CONFLICTS; WHISTLEBLOWER

Section 7.1. Conflict of Interest Policy. The Corporation shall adopt and maintain a written Conflict of Interest and Confidentiality Policy meeting the requirements of N-PCL §715-a. Directors, officers, and Key Persons shall annually disclose potential conflicts, and any actual or potential conflicts shall be handled in accordance with the policy.

Section 7.2. Related Party Transactions. Any Related Party Transaction shall be disclosed in good faith to the Board or the Audit Committee, and shall not be entered into unless the Board or Audit Committee determines that the transaction is fair, reasonable, and in the Corporation's best interest at the time of such determination, in accordance with N-PCL §715 and the Corporation's policies.

Section 7.3. Whistleblower Policy. The Corporation shall adopt and maintain a Whistleblower policy compliant with N-PCL §715-b, providing procedures for good faith reporting of suspected improper conduct, protections against retaliation, and investigation protocols.

#### ARTICLE VIII – MEETINGS; NOTICES; RECORDS

Section 8.1. Remote Meetings and Electronic Communications. Meetings of the Board or committees may be held in person or by means of telephone or electronic communication platforms that provide the ability for all persons participating to hear and be heard simultaneously. Consents and notices may be delivered by electronic transmission as permitted by the N-PCL.

Section 8.2. Books and Records. The Corporation shall keep correct and complete books and records of account; minutes of the proceedings of the Board and Committees; a current list of Directors and Officers and their business addresses; a copy of the Certificate of Incorporation and these Bylaws; and copies of the most recent three (3) annual information returns (Form 990) and exemption application, to the extent applicable.

Section 8.3. Loans. No loans shall be made by the Corporation to its Directors or officers, or to any other entity in which one or more of its Directors or officers hold a financial interest, except as permitted by law.

#### ARTICLE IX – FINANCIAL REPORTS; AUDIT

Section 9.1. Annual Financial Statements and Audit. The Corporation shall obtain an annual audit of its financial statements by an independent certified public accountant or firm thereof selected by the Audit and Finance Committee, and the audited financial statements shall be presented to the Board no later than six (6) months after the close of the fiscal year, and filed with the corporate records.

## ARTICLE X – INDEMNIFICATION AND INSURANCE

Section 10.1. Right to Indemnification. To the fullest extent permitted by N-PCL §§721–726 and any other applicable law, the Corporation shall indemnify any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that such person is or was a Director, officer, employee, or volunteer of the Corporation, or served at the Corporation’s request in any capacity of any other entity, against judgments, fines, penalties, amounts paid in settlement, and reasonable expenses, including attorneys’ fees, actually and necessarily incurred in connection with such proceeding.

Section 10.2. Prohibited Indemnification. No indemnification shall be made if a final adjudication adverse to such person establishes that such person acted in bad faith or engaged in active and deliberate dishonesty material to the cause of action, or personally gained in fact a financial profit or other advantage to which he or she was not legally entitled, or in cases where indemnification is otherwise prohibited by law.

Section 10.3. Advancement of Expenses. To the fullest extent permitted by law, the Corporation shall advance expenses incurred by an indemnified person in defending any action or proceeding, upon receipt of an undertaking to repay such amounts if it is ultimately determined that such person is not entitled to indemnification.

Section 10.4. Non-Exclusivity; Binding Effect. The rights conferred by this Article shall not be exclusive of any other rights to which any person may be entitled under law or agreement and shall continue as to a person who has ceased to be a Director, officer, employee, or volunteer, and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 10.5. Insurance. The Corporation may purchase and maintain insurance to the extent permitted by law on behalf of any person who is or was a Director, officer, employee, or volunteer of the Corporation, or served at the Corporation’s request in any capacity of another entity, against any liability asserted against and incurred by such person in any such capacity, or arising out of his or her status as such.

## ARTICLE XI – NON-DISTRIBUTION; DISSOLUTION; NON-DISCRIMINATION

Section 11.1. No Private Inurement. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its Directors, officers, employees, or other private persons, except that the Corporation may pay reasonable compensation for services rendered and make payments and distributions in furtherance of its exempt purposes.

Section 11.2. Dissolution. Upon dissolution of the Corporation, the Board shall, after paying or making provision for the payment of all liabilities, distribute all assets of the Corporation exclusively for purposes within the meaning of Section 501(c)(3) of the Code, to such organization(s) organized and operated exclusively for charitable, educational, or scientific

purposes as shall at the time qualify as exempt under Section 501(c)(3) of the Code, subject to any required approvals under the N-PCL and New York State Supreme Court supervision as applicable.

Section 11.3. Non-Discrimination. The Corporation shall not discriminate on the basis of race, color, religion, sex, gender identity or expression, sexual orientation, national origin, age, disability, veteran status, or any other status protected by applicable law in any of its policies, programs, or activities.

## ARTICLE XII – CORPORATE SEAL; GENDER; CONSTRUCTION

Section 12.1. Seal. The seal of the Corporation shall be in circular form and contain the name of the Corporation, the words “Corporate Seal” and “New York” and the year the Corporation was formed in the center.

Section 12.2. Gender; Construction. All references to gender include all genders; words importing the singular include the plural and vice versa as the context requires. Headings are for convenience only and do not affect interpretation.

## ARTICLE XIII – AMENDMENTS

Section 13.1. Bylaws of the Corporation may only be adopted, amended or repealed by the unanimous vote or unanimous written consent of the Members.

**SECRETARY’S CERTIFICATE**

I, C.J. Hanrahan, the duly elected Secretary of GRIFFISS LOCAL DEVELOPMENT CORPORATION (“GLDC”), a corporation organized in the State of New York, located at 584 Phoenix Drive, Rome, New York 13441 do hereby certify that the following is a true and complete copy of a resolution passed at a meeting of the Board of Directors of said corporation, at which a quorum was present, duly called and held on March \_\_\_\_, 2026.

**GLDC EXCLUSION RESOLUTION**

BE IT RESOLVED that GRIFFISS LOCAL DEVELOPMENT CORPORATION (“GLDC”), its officers and directors, as such, will not require and will not have access to classified information in the custody of Griffiss Institute Inc., or any other facilities reporting to Griffiss Institute Inc. that require access to classified information, and further that Griffiss Institute Inc., has been delegated full authority to act completely independent of GLDC in all matters that involve or relate to Griffiss Institute Inc.’s responsibility to perform on classified contracts, to include safeguarding classified information.

BE IT FURTHER RESOLVED that this action is taken for the purpose of exempting GLDC from the necessity of being processed for a Facility Security Clearance (FCL) in conformity with the “National Industrial Security Program Operating Manual (NISPOM).” In lieu of a Facility Security Clearance, GLDC will report any changed conditions, as defined in NISPOM 2-102, within the complete organizational structure that may impact the FCL eligibility of Griffiss Institute Inc. Any changes that may impact FCL eligibility of Griffiss Institute Inc. will be disclosed to the Facility Security Officer at Griffiss Institute Inc. or in special circumstances, directly to the Defense Security Service.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of Griffiss Local Development Corporation this \_\_\_\_ day of March, 2026.

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C.J. Hanrahan  
Secretary

## A-6. Photographs of Subject Property

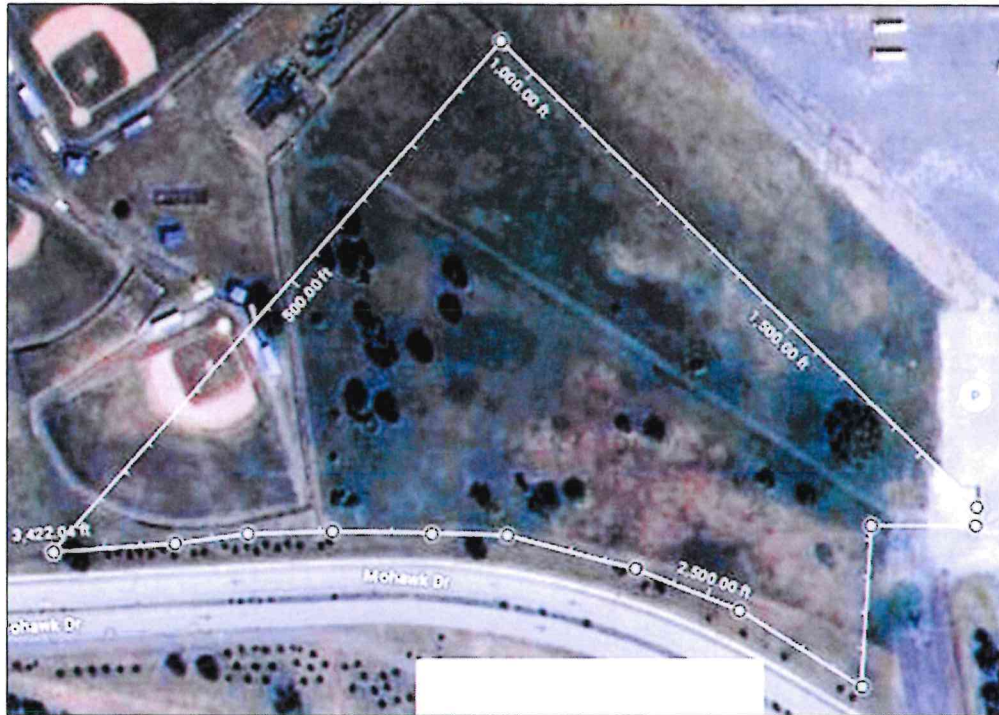


Photo 1: Aerial map with subject outlined in white



Photo 2: Looking at subject from east property line photo taken on 10/23/24