

## INDUCEMENT AGREEMENT AND PROJECT AGREEMENT

THIS INDUCEMENT AGREEMENT AND PROJECT AGREEMENT RELATING TO THE **KRIS-TECH WIRE COMPANY, INC. 2023 FACILITY EXPANSION** (the "AGREEMENT") is between the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Agency") and **KRIS-TECH WIRE COMPANY, INC.**, a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York with offices at 80 Otis Street, Rome, New York 13441 (the "Company").

Article 1. Preliminary Statement. Among the matters of mutual inducement which have resulted in the execution of this AGREEMENT are the following:

1.01. The Agency is authorized and empowered by the provisions of Article 18-A of the General Municipal Law of the State of New York as amended, and Chapter 372 of the Laws of 1970 of the State of New York, as may be amended from time to time (collectively, the "Act") to undertake "Projects" (as defined in the Act) and to lease or sell the same upon such terms and conditions as the Agency may deem advisable.

1.02. The purposes of the Act are (i) to promote industry and develop trade by inducing manufacturing, industrial, warehousing, research, recreation and commercial enterprises to locate or remain in the State and (ii) to encourage and assist in the providing of industrial pollution control facilities and (iii) to promote the economic welfare and prosperity of the inhabitants of the State. The Act vests the Agency with all powers necessary to enable it to accomplish such purposes.

1.03. (a) The Company previously entered into a transaction with the Agency in which the Agency provided financial assistance in connection with construction of (a) a 45,000± square foot manufacturing facility; (b) a 22,000± square foot addition to the manufacturing facility; and (c) a 3,000± square foot addition to the manufacturing facility (collectively, the "Existing Improvements"), all situated on an 8.040± acre parcel of land located at 80 Otis Street in the Griffiss Business and Technology Park, City of Rome (the "Existing Land"); and (d) acquisition and installation of equipment in the Existing Improvements (collectively, the "Existing Equipment"), all to be used for the manufacturing of bare and insulated copper wire products (the Existing Land, the Existing Improvements and the Existing Equipment referred to collectively as the "Existing Facility").

(b) The Company has submitted to the Agency an Application for Financial Assistance dated January 27, 2023, which Application may be amended from time to time prior to closing of the amended lease-leaseback transaction described below (the "Application") requesting that the Agency assist in (a) acquisition of a 3.98± acre parcel of land adjacent to the Existing Land, to be consolidated into the Existing Land (collectively, the "Land") (b) construction of a 75,000± square foot addition to the Existing Improvements and all infrastructure and utilities to service the same (the



"Addition"); (c) renovations to the Existing Improvements; and (d) acquisition and installation of equipment in the Addition and Existing Improvements (the "Equipment"), all for the purpose of expanding the capabilities of the Existing Facility and enabling the manufacturing of critical supply chain components for energy and infrastructure projects across New York State and the United States (the Land, the Addition and the Equipment are referred to collectively as the "2023 Facility" and the construction and equipping of the Addition and renovation and equipping of the Existing Improvements is referred to as the "2023 Project").

(c) The Company leases the Existing Facility to the Agency pursuant to a Lease Agreement dated as of November 1, 2015 (the "Lease Agreement") and the Agency leases the Facility back to the Company pursuant to a Leaseback Agreement dated as of November 1, 2015 as amended on November 1, 2016 and May 23, 2019 (collectively, the "Leaseback Agreement"). The Company and the Agency will amend the Lease Agreement and the Leaseback Agreement to add and include the 2023 Facility and the 2023 Project, and to extend the Lease Term (as said term is defined in the Leaseback Agreement).

1.04. The Company hereby represents to the Agency that the 2023 Project will not result in the removal of an industrial or manufacturing plant from one area of the State to another area of the State or an abandonment of one or more plants of the Company located in the State. To the extent the 2023 Project will result in the removal of an industrial or manufacturing plant from one area of the State to another area of the State or an abandonment of one or more plants of the Company located in the State, the Project (a) is reasonably necessary to discourage the Company from removing such other plant or facility to a location outside the State, or (b) is reasonably necessary to preserve the competitive position of the Company in its industry.

1.05. The Agency has determined that the 2023 Project, as described in the Application, will promote and further the purposes of the Act.

1.06. On February 10, 2023 the Agency adopted a resolution (the "Resolution" or the "Inducement Resolution") agreeing to undertake the 2023 Project in order to assist the Company and to effectuate the purposes of the Act and, subject to the happening of all acts, conditions and things required precedent to such undertaking and the satisfactory completion of such additional acts and reviews as the Agency may deem appropriate, to undertake an amended lease-leaseback transaction in connection with the 2023 Project. The 2023 Project has not/did not commence(d) as of February 10, 2023.

1.07. In the Resolution, the Agency appointed the Company and its agents and other designees, as its agent for the purposes of the 2023 Project, and such appointment includes the following activities as they relate to the 2023 Project, whether or not the materials, services or supplies described below are incorporated into or become an integral part of the 2023 Facility: (i) all purchases, leases, rentals and other



uses of tools, machinery and equipment in connection with the 2023 Project, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the 2023 Project, and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs with respect thereto), installed or placed in, upon or under the 2023 Facility, including all repairs and replacements of such property. Such agency appointment includes the power to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency, and in general to do all things which may be requisite or proper for completing the 2023 Facility, all with the same powers and with the same validity as the Agency could do if acting on its own behalf.

1.08. (a) In the Resolution, the Agency contemplates that it will provide financial assistance to the Company in connection with the 2023 Project in the form of exemptions from sales and use taxes, exemptions from mortgage recording taxes, and reduction in real property taxes for a period of ten years on the increased assessment resulting from the 2023 Project (the "Financial Assistance"), which financial assistance is consistent with the Agency's Uniform Tax Exemption Policy, and which will be more particularly set forth in a final authorizing resolution.

(b) Based upon representations made by the Company in the Application, the value of the Financial Assistance currently authorized by the Agency is as follows:

- Sales and use tax exemption not to exceed \$420,000.00
- Mortgage recording tax exemption not to exceed \$63,750.00
- Reduction of real property taxes, valued at approximately \$1,437,672

1.09. It is understood and agreed by the parties that the purpose of the Agency's provision of Financial Assistance with respect to the 2023 Project is to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of the 2023 Project to advance job opportunities, health, general prosperity and economic welfare of the people of Oneida County and to otherwise accomplish the public purpose of the Act.

1.10. Attached as Exhibit A to this Agreement is a copy of the Third Amended and Restated PILOT Agreement that reflects the Financial Assistance currently contemplated by the Agency in the Resolution. The Company acknowledges that the Agency (a) reserves all rights to amend the Third Amended and Restated PILOT Agreement to reflect the terms of the Financial Assistance for which the Agency grants final approval as it authorizes in the final authorizing resolution and (b) is under no obligation to enter into the Third Amended and Restated PILOT Agreement unless all conditions described in Section 4.02 hereof are met to the satisfaction of the Agency.

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Article 2. Undertakings on the Part of the Agency. Based upon the statements, representations and undertakings of the Company regarding the 2023 Facility and subject to the conditions set forth herein, the Agency hereby confirms and acknowledges:

2.01. Upon satisfactory completion of the conditions precedent set forth herein and in the Resolution and the satisfactory completion of such additional acts and reviews as the Agency may deem appropriate, the Agency will (A) adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for (i) an amended lease-leaseback transaction, (ii) the construction, renovation and equipping of the 2023 Facility, and (iii) the leasing of the 2023 Facility to the Company pursuant to the amended Leaseback Agreement, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company and (B) shall enter into an amended lease-leaseback transaction pursuant to the terms of the Act, as then in force, for the purpose of financing certain costs of the 2023 Facility.

2.02. The Leaseback Agreement shall be amended to extend the Lease Term for an additional seven years (through June 30, 2034) and shall obligate the Company to make aggregate basic payments in the amount of \$750.00 relating to the 2023 Facility (in addition to the obligation to make the aggregate basic payment in the amount of \$750.00 relating to the Existing Facility) as and when the same shall become due and payable. The Company shall be entitled to acquire from the Agency title to (or terminate the Agency's leasehold interest in) the Existing Facility together with the 2023 Facility (collectively, the "Facility") for an aggregate amount of \$1.00, plus such additional amounts as prescribed in the Leaseback Agreement. The Leaseback Agreement and the amendment thereto shall contain all provisions required by law and such other provisions as shall be mutually acceptable to the Agency and the Company.

2.03. That all services, costs and expenses of whatever nature incurred in connection with the 2023 Project and the installation, replacement, rebuilding, restoration, repair, maintenance and operation of the 2023 Facility have been and will continue to be undertaken by the Company as agent for the Agency, regardless of whether such services, costs and expenses were undertaken and/or paid in its own name or in the name of the Agency, and the Agency shall furnish to the Company an appropriate letter on Agency letterhead evidencing the authority of the Company to act as agent of the Agency.

2.04. That, in connection with any lease by the Agency to the Company that is, in turn, subleased or leased by the Company, it is the intent of all parties to the transactions that any sublease or lease is undertaken by the Company as agent for the Agency.

2.05. That, at the request of the Company, and subject to the agreement between the Agency and the Company, any future transfers of fee or leasehold interest



of any portion of real property upon which the 2023 Facility is located and not owned by the Agency, are hereby authorized, such transfers to be from the Company to the Agency, and there shall be no need for any further official action on behalf of the Agency other than the execution of the appropriate documents evidencing such transfer.

2.06. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

Article 3. Undertakings on the Part of the Company. Based upon the statements, representations and undertakings of the Agency herein and in the Resolution and subject to the conditions set forth herein and in the Resolution, the Company agrees as follows:

3.01. The Company hereby accepts the appointment made by the Agency in the Resolution to be the true and lawful agent of the Agency to (i) complete the 2023 Project and repair and maintain the 2023 Facility and (ii) make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent of the Agency, and in general to do all things which may be requisite or proper for completing the 2023 Facility, all with the same powers and the same validity as the Agency could do if acting on its own behalf, including the authority to delegate such Agency appointment, as described in the Resolution.

3.02. (a) The Company is currently obligated to maintain at least 68 FTEs at the Facility (the "2019 Employment Obligation") or else be subject to recapture or termination of financial assistance relating to the Existing Facility. In the Application, the Company represented that the Company currently employs 115 full time equivalent ("FTE") positions at the Facility, which is 47 FTEs higher than the 2019 Employment Obligation.

(b) The Company has committed to retain said 115 FTEs for the extended lease term and create an additional 5 FTEs at the Facility by the end of the tenth lease year as a result of the 2023 Project, and the Agency will condition the proposed Financial Assistance on the Company achieving the same (the "2023 Employment Obligation"), or else be subject to recapture or termination of Financial Assistance relating to the 2023 Project.

(c) For the purposes of reporting FTEs, the FTEs in any given year will be applied first to satisfy the 2019 Employment Obligation and second to the 2023 Employment Obligation.

3.03. The Company will, to the extent deemed by it to be necessary or desirable, enter into a contract or contracts for the 2023 Project (including any necessary contracts for the acquisition of real property necessary or useful in said 2023 Facility).



3.04. Contemporaneously with the closing of the amended lease-leaseback transaction the Company will enter into the amendment to the Leaseback Agreement with the Agency containing, among other things, the terms and conditions described in Section 2.02 hereof.

3.05. (a) The Company shall not permit to stand, and will, at its own expense, take all steps reasonably necessary to remove (or bond the same if acceptable to the Agency and its counsel), any mechanics' or other liens against the 2023 Facility for labor or materials furnished in connection with the 2023 Project. The Company shall forever defend, indemnify and hold the Agency, its members, officers, employees, and agents, and anyone for whose acts or omissions the Agency or any of them may be liable, harmless from and against all costs, losses, expenses, claims, damages and liabilities of whatever kind or nature arising, directly or indirectly, out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the 2023 Project or arising out of any contract or other arrangement therefor (and including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing), whether such claims or liabilities arise as a result of the Company acting as agent for the Agency pursuant to this AGREEMENT or otherwise.

(b) The Company shall forever defend, indemnify and hold harmless the Agency, its members, officers, employees and agents, and anyone for whose acts or omissions the Agency or any of them may be liable, from and against all claims, causes of action, liabilities and expenses (including without limitation attorneys' fees) howsoever arising for loss or damage to property or any injury to or death of any person (including, without limitation, death of or injury to any employee of the Company or any sublessee) that may occur subsequent to the date hereof by any cause whatsoever in relation to the 2023 Facility including the failure to comply with the provisions of Article 3.05 hereof, or arising, directly or indirectly, out of the 2023 Project or the ownership, acquisition, operation, maintenance, repair or financing of the 2023 Facility, and including, without limitation, any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

(c) The defense and indemnities provided for in this Article 3 shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by law. Without limiting the generality of the foregoing, the foregoing indemnifications shall apply to and encompass any action (or alleged failure to act) of the Agency pursuant to the SEQR Act.



3.04. Contemporaneously with the closing of the amended lease-leaseback transaction the Company will enter into the amendment to the Leaseback Agreement with the Agency containing, among other things, the terms and conditions described in Section 2.02 hereof.

3.05. (a) The Company shall not permit to stand, and will, at its own expense, take all steps reasonably necessary to remove (or bond the same if acceptable to the Agency and its counsel), any mechanics' or other liens against the 2023 Facility for labor or materials furnished in connection with the 2023 Project. The Company shall forever defend, indemnify and hold the Agency, its members, officers, employees, and agents, and anyone for whose acts or omissions the Agency or any of them may be liable, harmless from and against all costs, losses, expenses, claims, damages and liabilities of whatever kind or nature arising, directly or indirectly, out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the 2023 Project or arising out of any contract or other arrangement therefor (and including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing), whether such claims or liabilities arise as a result of the Company acting as agent for the Agency pursuant to this AGREEMENT or otherwise.

(b) The Company shall forever defend, indemnify and hold harmless the Agency, its members, officers, employees and agents, and anyone for whose acts or omissions the Agency or any of them may be liable, from and against all claims, causes of action, liabilities and expenses (including without limitation attorneys' fees) howsoever arising for loss or damage to property or any injury to or death of any person (including, without limitation, death of or injury to any employee of the Company or any sublessee) that may occur subsequent to the date hereof by any cause whatsoever in relation to the 2023 Facility including the failure to comply with the provisions of Article 3.05 hereof, or arising, directly or indirectly, out of the 2023 Project or the ownership, acquisition, operation, maintenance, repair or financing of the 2023 Facility, and including, without limitation, any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

(c) The defense and indemnities provided for in this Article 3 shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by law. Without limiting the generality of the foregoing, the foregoing indemnifications shall apply to and encompass any action (or alleged failure to act) of the Agency pursuant to the SEQR Act.



(d) The Company shall provide and carry workers' compensation and disability insurance as required by law and comprehensive liability insurance with such coverages (including, without limitation, owner's protective for the benefit of the Agency and contractual coverage covering the indemnities herein provided for), with such limits and with such companies as may be approved by the Agency. Attached hereto as Exhibit C are the Agency's insurance requirements that will be contained in the amended Leaseback Agreement. Upon the request of the Agency, the Company shall provide certificates of insurance in form satisfactory to the Agency evidencing such insurance. If the Agency appoints the Company as its agent for the purposes of utilizing the sales tax exemption prior to execution of the amendment to Leaseback Agreement, the Company shall provide certificates evidencing such insurance as a condition of the agency appointment.

3.06. With the exception of the authorizations required to be adopted by the Agency for the Agency to enter into the amended lease-leaseback transaction, the Company agrees that, as agent for the Agency or otherwise, it will comply with all the requirements of all federal, state and local laws, rules and regulations of whatever kind and howsoever denominated applicable to the Agency and/or the Company with respect to the 2023 Facility, the 2023 Project, the operation and maintenance of the 2023 Facility and the financing thereof. Every provision required by law to be inserted herein shall be deemed to be set forth herein as if set forth in full; and upon the request of either party, this AGREEMENT shall be amended to specifically set forth any such provision or provisions. The Company certifies, under penalty of perjury, that it is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

3.07. The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3.08. If it should be determined that any State or local sales or compensatory use taxes or similar taxes however denominated are payable with respect to the acquisition, purchase or rental of machinery or equipment, materials or supplies in connection with the 2023 Project, or are in any manner otherwise payable directly or indirectly in connection with the 2023 Project, the Company shall pay the same and shall defend and indemnify the Agency from and against any liability, expenses and penalties arising out of, directly or indirectly, the imposition of any such taxes.

3.09. The Company shall file with the New York State Department of Taxation and Finance an annual statement of the value of all sales and use tax exemptions claimed in connection with the 2023 Facility, in compliance with Section 874(8) of the New York State General Municipal Law. The Company shall provide the Agency with a copy of such annual statement at the time of filing with the State Department of Taxation and Finance. Based upon representations made by the Company in the Application, the value of the sales tax to be abated relating to the 2023 Project is



estimated at \$420,000.00. The Company acknowledges that the financial assistance currently authorized by the Agency is limited to \$420,000.00 and the Agency is required by law to recapture the New York State portion of sales tax of any exemptions claimed by the Company that exceeds (a) \$100,000.00 between February 10, 2023 and March 13, 2023, the date of the public hearing or (b) \$420,000.00 relating to the 2023 Project in the aggregate.

3.10. If the 2023 Facility is leased to another party by the Agency and subleased to the Company, then in such event, the Company guarantees all of the covenants, undertakings and indemnities of such other party as set forth in this Article 3.

3.11. The Company shall provide annually, to the Agency, a certified statement and documentation: (i) enumerating the full time equivalent jobs retained and the full time equivalent jobs created as a result of the Financial Assistance, by category, including full time equivalent independent contractors or employees of independent contractors that work at the Facility, and (ii) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that was provided in the application for Financial Assistance is still accurate and if it is not still accurate, providing a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created. Exhibit B contains the form of annual certification as well as additional 2023 Project assessment information that the Agency requires, on an annual basis, to be submitted to the Agency by the Company. If the Company does not provide said annual certified statement to the Agency by the stated due date, a \$500.00 late fee will be charged to the Company for each thirty (30) day period the report is late beyond the due date, up until the time the report is submitted.

3.12. In accordance with Section 875(3) of the General Municipal Law, the policies of the Agency, and the Resolution, the Company covenants and agrees that it may be subject to recapture of any and all Financial Assistance if it is determined by the Agency that:

(a) the Company or its subagents, if any, authorized to make purchases for the benefit of the 2023 Project is not entitled to the sales and use tax exemption benefits; or

(b) the sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company or its subagents, if any; or

(c) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the 2023 Project; or

(d) the Company has knowingly made a material false or misleading statement, or knowingly omitted any information which, if included, would have rendered any information in the application or supporting documentation false or misleading in any material respect, on its application for Financial Assistance; or



(e) the Company fails to meet and maintain the 2023 Employment Obligation; or

(f) the Company failed to submit to the Agency its annual report so that the Agency can confirm that the 2023 Project is achieving the 2023 Employment Obligation and other objectives of the 2023 Project.

If the Agency determines to recapture any Financial Assistance, the Company agrees and covenants that it will (i) cooperate with the Agency in its efforts to recover or recapture any or all Financial Assistance obtained by the Company and (ii) promptly pay over any or all such amounts to the Agency that the Agency demands in connection therewith. Upon receipt of such amounts, the Agency shall then redistribute such amounts to the appropriate affected tax jurisdiction(s), unless agreed to otherwise by any tax jurisdiction(s). The Company further understands and agrees that in the event that the Company fails to pay over such amounts to the Agency, the New York State Tax Commissioner may assess and determine the New York State and local sales and use tax due from the Company, together with any relevant penalties and interest due on such amounts.

3.12. The Company acknowledges that the Agency's Financial Assistance is considered to be public funds under Section 224-a of the New York State Labor Law ("Prevailing Wage Requirements"). The Agency has determined that the Financial Assistance amounts to \$1,921,422.00 in the aggregate. If the Company determines that the 2023 Project is considered to be a "covered Project" under the Prevailing Wage Requirements, the Company acknowledges it are obligated under Subdivision 8(a) of the Prevailing Wage Requirements to certify under penalty of perjury within five (5) days of commencement of construction work whether the 2023 Project is subject to the provisions of the Prevailing Wage Requirements. Compliance with Prevailing Wage Requirements, if required, is wholly the obligation of the Company and failure to comply may result in New York State issuing a stop-work order.

#### Article 4. General Provisions.

4.01. This AGREEMENT sets forth the terms and conditions under which Financial Assistance shall be provided to the Company; no Financial Assistance shall be provided to the Company prior to the effective date of this Agreement. This AGREEMENT shall remain in effect until the amendment to the Leaseback Agreement becomes effective. It is the intent of the Agency and the Company that this AGREEMENT be superseded in its entirety by the amendment to the Leaseback Agreement, except for the indemnities and guarantee of indemnities contained herein, which shall survive.

4.02. It is understood and agreed by the Agency and the Company that entering into the amended lease-leaseback transaction and the execution of the amendment to



the Leaseback Agreement and related documents are subject to (i) obtaining all necessary governmental approvals, (ii) approval of the directors of the Company, (iii) approval of the members of the Agency, (iv) satisfactory completion of the environmental review of the 2023 Facility by the Agency in compliance with the State Environmental Quality Review Act, (v) agreement by the Agency and the Company upon mutually acceptable terms and conditions for the amendment to the Leaseback Agreement and other documentation usual and customary to transactions of this nature, (vi) the condition that there are no changes in New York State Law which prohibit or limit the Agency from fulfilling its obligation and commitment as herein set forth to enter into the amended lease-leaseback transaction and (vii) payment by the Company of the Agency's transaction fee and the fees and disbursements of bond counsel or transaction counsel. The Agency's transaction fee is calculated based upon the size of the 2023 Project; based upon the 2023 Projections in the Company's Application, the transaction fee for the 2023 Project is estimated at \$53,875.00 which will be payable in full at closing.

4.03. The Company agrees that it will reimburse the Agency for all reasonable and necessary direct out-of-pocket expenses that the Agency may incur as a consequence of executing this AGREEMENT or performing its obligations hereunder. Examples of such expenses include, but are not limited to, photocopies, phone and fax charges, postage and other shipping charges incurred in connection with closing the amended lease-leaseback transaction or complying with any requests after closing relating to the amended lease-leaseback transaction.

4.04. This AGREEMENT and the Financial Assistance contemplated by the Agency hereunder shall be valid for a period of twelve (12) months from the Inducement Date. If for any reason the amended lease-leaseback transaction does not close on or before twelve (12) months from the Inducement Date, the Company shall submit a written request to the Agency describing the reasons for the delay and requesting this AGREEMENT be extended for a period of twelve (12) months under the same terms and conditions contained herein. If the Company made exempt purchases during the initial term of the AGREEMENT, the Company shall pay (a) to the Agency the first year's annual rent payment of \$750.00 at the time this AGREEMENT is extended and (b) to Agency and Transaction Counsel the out-of-pocket expenses and legal fees incurred in connection with the 2023 Project as of the extension date.

4.05. If for any reason the amended lease-leaseback transaction does not close on or before twelve (12) months from the Inducement Date and is not extended by written agreement of the parties, the provisions of this AGREEMENT (other than the provisions of Articles 3.05, 3.06, 3.07 and 3.08 above, which shall survive) shall terminate and be of no further force or effect, and following such termination neither party shall have any rights against the other party except:

(a) The Company shall pay the Agency for all expenses which were incurred by the Agency in connection with the 2023 Project;



(b) The Company shall assume and be responsible for any contracts for construction or purchase of equipment entered into by the Agency at the request of or as agent for the Company in connection with the 2023 Project; and

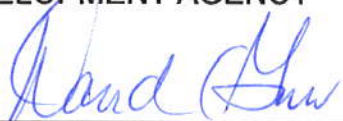
(c) The Company will pay the out-of-pocket expenses of members of the Agency, counsel for the Agency and Transaction Counsel incurred in connection with the 2023 Project and will pay the reasonable fees of counsel for the Agency and Transaction Counsel for legal services relating to the 2023 Project or the proposed financing thereof.

[signature page follows]




IN WITNESS WHEREOF, the parties hereto have entered into this AGREEMENT to be effective as of February 10, 2023.

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By:   
David C. Grow  
Chairman

KRIS-TECH WIRE COMPANY, INC.

By:   
Graham Brodock  
President



## CERTIFICATION OF PROJECT OPERATOR

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

GRAHAM BRODOCK, being first duly sworn, deposes and says:

1. That I am the President of **Kris-Tech Wire Company, Inc.** (the "Company") and that I am duly authorized on behalf of the Company to bind the Company and to execute this Inducement Agreement and Project Agreement.
2. That the Company confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the 2023 Project is in substantial compliance with all applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

  
Graham Brodock

Subscribed and affirmed to me under penalties of perjury  
this 20<sup>th</sup> day of March 2023.

  
(Notary Public)

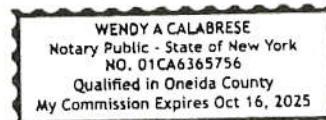




EXHIBIT A

KRIS-TECH WIRE COMPANY, INC.

and

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

---

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

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Oneida County Industrial Development Agency  
2015 Real Estate Lease  
(Kris-Tech Wire Company, Inc. 2023 Facility Expansion)

Oneida County, City of Rome, Rome City School District

Tax Account Nos.: 243.000-0001-001.058  
243.000-0001-001.050

### THIRD AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS THIRD AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of \_\_\_\_\_, 2023, is by and between **KRIS-TECH WIRE COMPANY, INC.**, a New York corporation having an address of Post Office Box 4377, Rome, New York 13442 (the "Company") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, an industrial development agency and a public benefit corporation of the State of New York having its principal office at 584 Phoenix Drive, Rome, New York 13441 (the "Agency").

#### W I T N E S S E T H:

WHEREAS, the Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law, Chapter 99 of the Consolidated Laws of New York, as amended, (the "Enabling Act"), and Chapter 372 of the Laws of 1970 of the State of New York, as amended, constituting Section 901 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of, among others, industrial facilities for the purpose of promoting, attracting and developing economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, the Company acquired an 8.040± acre parcel of land situated at 80 Otis Street in the Griffiss Business and Technology Park (the "Existing Land") and constructed on the Existing Land a 45,000± square foot manufacturing facility, a 22,000± square foot addition thereto and a 3,000± square foot addition thereto (collectively, the "Existing Improvements"), all used for the manufacturing of bare and insulated copper wire products; and

WHEREAS, the Company now wishes to (a) acquire a 3.98± acre parcel of land adjacent to the Existing Land, to be consolidated into the Existing Land (collectively, the "Land") (b) construct a 75,000± square foot addition to the Existing Improvements and all infrastructure and utilities to service the same (the "Addition"); (c) renovate the Existing Improvements; and (d) acquire and install equipment in the Addition and Existing Improvements (the "Equipment"), all for the purpose of expanding the capabilities of the Existing Facility and enabling the manufacturing of critical supply chain components for energy and infrastructure projects across New York State and the United States (the Land, the Addition and the Equipment are referred to collectively as



the "2023 Facility" and the construction and equipping of the Addition and renovation and equipping of the Existing Improvements is referred to as the "2023 Project"); and

WHEREAS, the Company leases the Existing Facility to the Agency pursuant to a Lease Agreement dated as of November 1, 2015 (the "Lease Agreement") and the Agency leases the Existing Facility back to the Company pursuant to a Leaseback Agreement dated as of November 1, 2015 as amended on November 1, 2016 and May 23, 2019 (collectively, the "Leaseback Agreement"); and

WHEREAS, in order to induce the Company to develop the 2023 Facility, the Agency is willing to acquire a leasehold interest in the 2023 Facility and further amend the Leaseback Agreement to add and include the 2023 Facility, pursuant to the terms and conditions contained in a First Amended and Restated Leaseback Agreement dated of even date herewith; and

WHEREAS, the Agency has agreed to accept a leasehold interest in the Facility in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Facility has been exempt from real property taxes, general property taxes, general school district taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Facility or the interest therein of the Company or the occupancy thereof by the Company commencing July 26, 2016, the taxable status date, (the "Exempt Taxes"), because the Agency has a leasehold interest in the Facility and the Facility is used for a purpose within the meaning of the applicable Constitutional and statutory provisions, including the Enabling Act, provided, however, such exemption does not extend to special assessments or ad valorem levies; and

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

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

WHEREAS, the Agency and the Company are party to an agreement dated as of May 23, 2019 (the "Second Amended and Restated PILOT Agreement") making provision for payments-in-lieu-of-taxes and such assessments by the Company

to the City of Rome, or any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be, wholly or partially located, Oneida County, the Rome City School District and appropriate special districts (hereinafter each a "Taxing Authority" and collectively the "Taxing Authorities") in which any part of the Facility is or is to be located; and

WHEREAS, the Agency and the Company now wish to enter into this Third Amended and Restated PILOT Agreement to amend the terms of the Second Amended and Restated PILOT Agreement to add and include the 2023 Facility; and

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

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

1. The Company shall pay to each Taxing Authority:

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

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

2. (a) The Company shall pay for the benefit of each Taxing Authority as set forth on Schedule A attached hereto and made a part hereof payments in lieu of the Exempt Taxes (the "PILOT Payments") during each Exemption Year in the amounts set forth below:

With respect to the **Existing Facility**, the following fixed aggregate amounts:

Exemption Year 1	\$29,464.21
Exemption Year 2	\$26,810.18
Exemption Year 3	\$34,486.39
Exemption Year 4	\$36,934.92
Exemption Year 5	\$37,673.62
Exemption Year 6	\$76,854.18



Exemption Year 7	\$78,391.27
Exemption Year 8	\$79,959.09
Exemption Year 9	\$81,558.27
Exemption Year 10	\$83,189.43
Exemption Year 11 and thereafter: 100% of Exempt Taxes	

Such PILOT Payments shall be billed by the Taxing Authorities in the same proportion as taxes would have been apportioned but for the Agency's involvement, unless the Taxing Authorities have consented in writing to a specific apportionment (For the purposes of apportioning the PILOT Payments, each Taxing Authority shall use the tax rate for the prior Exemption Year).

With respect to the **2023 Facility**:

- (i) one-third of Exempt Taxes from the eighth through and including the twelfth Exemption Year; and
- (ii) two-thirds of Exempt Taxes from the thirteenth through and including the seventeenth Exemption Year; and
- (iii) one hundred percent of Exempt Taxes after the eighteenth Exemption Year.

Notwithstanding anything herein to the contrary, with respect to the 2023 Facility the term "Exempt Taxes" is intended to mean only the increase in real property taxes attributable to the 2023 Project.

Anything herein to the contrary, notwithstanding, this Agreement shall terminate on the date on which the First Amended and Restated Leaseback Agreement shall terminate and the Agency shall terminate its leasehold interest in the Facility pursuant to the Lease Agreement. The benefits under this Agreement relating to the Existing Facility are subject to the terms and conditions of a certain First Amended and Restated Job Creation and Recapture Agreement dated as of May 23, 2019. The benefits under this Agreement relating to the 2023 Project are subject to the terms and conditions of a certain Job Creation and Recapture Agreement dated as of \_\_\_\_\_, 2023.

(b) Anything herein to the contrary, notwithstanding, upon the failure of the Company in making any payment when due hereunder and upon failure to cure such default within thirty (30) days of receipt of notice as herein provided, shall constitute an Event of Default under Section 7.1(a) of the First Amended and Restated Leaseback Agreement, and the Agency may take any one or all remedial steps afforded it in Section 7.2 of the First Amended and Restated Leaseback Agreement; provided,

however, nothing herein contained shall be deemed to limit any other rights and remedies the Agency may have hereunder or under any other Transaction Document.

3. The Company will make PILOT Payments to each Taxing Authority hereunder for each Exemption Year by making the required payment to such Taxing Authority no later than the last day during which such Exempt Taxes could otherwise be made without penalty as if the Agency did not have a leasehold or other interest in the Facility. PILOT Payments that are delinquent under this Agreement shall be subject to a late penalty of five percent (5%) of the amount due which shall be paid by the Company to the affected Taxing Authority at the time the PILOT Payment is paid. For each month, or part thereof, that the PILOT Payment is delinquent beyond the first month, interest shall accrue to and be paid to the affected Taxing Authority on the total amount due plus a late payment penalty in the amount of one percent (1%) per month until the payment is made.

4. The PILOT Payments to be made by the Company pursuant to this Agreement are intended to be in lieu of all Exempt Taxes that would have to be paid on the Facility leased to the Company by the First Amended and Restated Leaseback Agreement if the Agency did not have a leasehold or other interest in the Facility.

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

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

7. It is the intent of the parties that the Company will have all the rights and remedies of a taxpayer with respect to any real property or other tax, service charge, special benefit, ad valorem levy, assessment or special assessment or service charge because of which, or in lieu of which, the Company is obligated to make a payment hereunder, as if and to the same extent as if the Agency did not have a leasehold or other interest in the Facility. It is the further intent of the parties that the Company will



have all of the rights and remedies of a taxpayer as if and to the same extent as if the Agency did not have a leasehold or other interest in the Facility with respect to any proposed assessment or change in assessment concerning the property, or any portion thereof, whether through an assessor, board of assessment review, court of law, or otherwise and likewise will be entitled to protest before and be heard by such assessor, board of assessment review, court of law or otherwise and will be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any taxes that would have been payable but for the provisions hereof provided, however, that the Company must provide written notice to the Agency at least forty-five (45) days prior to filing for a change in assessment. In the event, however, that a court of competent jurisdiction shall enter an order or judgment determining or declaring that, by reason of the Agency's interest in the Facility, the Company does not have the right to bring a proceeding to review such assessment under the Real Property Tax Law or any other law, then the Company shall have the right to contest such assessment in the name and as the agent of the Agency, and the Agency agrees to cooperate with the Company in all respects in any such proceeding at the sole cost and expense of the Company. Notwithstanding anything herein to the contrary, for so long as this Agreement is in effect, the Company hereby unconditionally and irrevocably waives its right, if any, to apply for and/or receive the benefit of any other real property tax exemption with respect to the Facility, including, without limitation, any real property tax exemption that may be available under Section 485-b and Section 485-e of the Real Property Tax Law.

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

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

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

(c) All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt

requested, to the Agency or the Company, as the case may be, addressed as follows:

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

With a Copy To: Bond, Schoeneck & King, PLLC  
501 Main Street  
Rome, New York 13501  
Attn.: Linda E. Romano, Esq.

To the Company: Kris-Tech Wire Company, Inc.  
P.O. Box 4377  
Rome, New York 13442  
Attn.: Graham Brodock, President

With a Copy To: Barclay Damon, LLP  
Barclay Damon Tower  
125 East Jefferson Street  
Syracuse, NY 13202  
Attn.: Heather L. Sunser, Esq.

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

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

10. It is the intention of the parties that this Third Amended and Restated PILOT Agreement amend and replace the Second Amended and Restated PILOT Agreement, effective immediately.

[signature page follows]



IN WITNESS WHEREOF, the parties have executed this **THIRD AMENDED AND RESTATED PILOT Agreement** as of the date first above written.

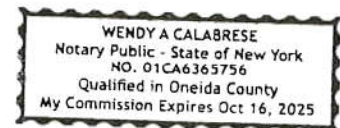
KRIS-TECH WIRE COMPANY, INC.

By:   
Graham Brodock  
President

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

On the 20<sup>th</sup> day of March 2023 before me, the undersigned a notary public in and for said state, personally appeared **Graham Brodock**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public



SECOND SIGNATURE PAGE TO  
THIRD AMENDED AND RESTATED PILOT AGREEMENT  
(KRIS-TECH WIRE COMPANY, INC. FACILITY)

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: \_\_\_\_\_  
David C. Grow  
Chairman

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

On the \_\_\_\_ day of \_\_\_\_\_ 2023 before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

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



**SCHEDULE A**

**COUNTY OF ONEIDA**

Receiver of Taxes  
800 Park Avenue  
Rome, New York 13501

**CITY OF ROME**

Rome City Hall  
198 North Washington Street  
Rome, New York 13440  
Attn.: David Nolan, City Treasurer

**ROME CITY SCHOOL DISTRICT**

409 Bell Street  
Rome, New York 13440  
Attn.: District Treasurer

## **SCHEDULE B**

### **EXEMPTION YEARS**

<b>Exemption Year (Assessment Roll Year)</b>	<b>County/City Taxes</b>	<b>School Taxes</b>
Year One (07/2016)	01/01/2017 – 12/31/2017	07/01/2017 – 06/30/2018
Year Two (07/2017)	01/01/2018 – 12/31/2018	07/01/2018 – 06/30/2019
Year Three (07/2018)	01/01/2019 – 12/31/2019	07/01/2019 – 06/30/2020
Year Four (07/2019)	01/01/2020 – 12/31/2020	07/01/2020 – 06/30/2021
Year Five (07/2020)	01/01/2021 – 12/31/2021	07/01/2021 – 06/30/2022
Year Six (07/2021)	01/01/2022 – 12/31/2022	07/01/2022 – 06/30/2023
Year Seven (07/2022)	01/01/2023 – 12/31/2023	07/01/2023 – 06/30/2024
Year Eight (07/2023)	01/01/2024 – 12/31/2024	07/01/2024 – 06/30/2025
Year Nine (07/2024)	01/01/2025 – 12/31/2025	07/01/2025 – 06/30/2026
Year Ten (07/2025)	01/01/2026 – 12/31/2026	07/01/2026 – 06/30/2027
Year Eleven (07/2026)	01/01/2027 – 12/31/2027	07/01/2027 – 06/30/2028
Year Twelve (07/2027)	01/01/2028 – 12/31/2028	07/01/2028 – 06/30/2029
Year Thirteen (07/2028)	01/01/2029 – 12/31/2029	07/01/2029 – 06/30/2030
Year Fourteen (07/2029)	01/01/2030 – 12/31/2030	07/01/2030 – 06/30/2031
Year Fifteen (07/2030)	01/01/2031 – 12/31/2031	07/01/2031 – 06/30/2032
Year Sixteen (07/2031)	01/01/2032 – 12/31/2032	07/01/2032 – 06/30/2033
Year Seventeen (07/2032)	01/01/2033 – 12/31/2033	07/01/2033 – 06/30/2034



EXHIBIT B

FORM OF ANNUAL REPORT TO AGENCY

Anthony J. Picente Jr.  
County Executive  
  
Shawna M. Papale  
Secretary/  
Executive Director  
  
Jennifer Waters  
Assistant Secretary



David C. Grow  
Chairman  
  
Michael Fitzgerald  
Vice Chairperson  
  
Mary Faith Messenger  
Treasurer  
  
Ferris Belrus, Jr.  
Kirk Hinman  
Eugene Quadraro  
Stephen Zogby

January 1, 20\_\_

**RESPONSE DUE NO LATER THAN FRIDAY, \_\_\_\_\_**

Re: December 31, 20\_\_ Annual Report to the NYS Office of Comptroller, 20\_\_ REPORT YEAR  
Project Name: Project Code:

Dear ,

Pursuant to Section 859 of New York State General Municipal Law, all Industrial Development Agencies (IDA) are required to file annual Financial Statements with the Office of the State Comptroller.

Oneida County Industrial Development Agency (OCIDA) requires annual reporting on the value of all IDA tax exemptions applicable to your lease/PILOT project (sales tax, real property tax, mortgage recording tax), as well as the status of employment. This information must be provided on the enclosed Schedule of Supplemental Information.

Please provide copies of all 20\_\_ PILOT bills paid and any NYS T&F ST-340 Form (Sales and Use Tax Exemption Reporting Form) submitted to New York State for 20\_\_.

**The completed and certified forms must be returned no later than, \_\_\_\_\_. Failure to provide this information may result in the suspension or revocation of your tax exempt status with the OCIDA.**

Please mail, fax, or e-mail your responses to: Mark Kaucher, Oneida County IDA, 584 Phoenix Drive, Rome, NY 13441 Fax: (315) 338-5694. [mkaucher@mvedge.org](mailto:mkaucher@mvedge.org)

If you have any questions, please do not hesitate to contact either Mark Kaucher, Timothy Fitzgerald, or me at (315) 338-0393. Thank you in advance for your assistance.

Sincerely,  
Shawna M. Papale  
Executive Director inquire

Encls.



## Instructions for OCIDA Annual Report

This mailing contains the following:

- ♦ **Customer Info Tab - Please update your information if necessary**
- ♦ **Schedule of Supplemental Information (Page 1 & 2)**

### Schedule of Supplemental Information

**NOTE: ONLY EDIT FIELDS HIGHLIGHTED IN GREEN FOR SUPPLEMENTAL INFO PAGE 1 AND 2**

**Page 1:** In the first box, answer whether or not your project was completed in Report Year. If it was completed before the Report Year, you do not need to answer this question.

#### **Tax Exemptions Section**

State and Local Sales Tax Column – ENTER STATE AND LOCAL SALES TAX THAT WOULD HAVE BEEN PAYABLE DURING REPORT YEAR IF THERE HAD BEEN NO IDA TAX EXEMPTION. Only report sales tax dollars exempted during the Report Year. Local and NYS sales tax exempted must be broken out separately. **Please provide copy of NYS ST-340 for Report Year.**

Real Property Tax Column – ENTER REAL PROPERTY TAX PAYMENTS THAT WOULD HAVE BEEN PAYABLE DURING REPORT YEAR IF THERE WERE NO IDA PILOT. Do not include Special District Assessment Tax Bill information, as special district taxes are not exempt through the OCIDA PILOT. (ie: sewer, water, lighting districts, etc.). **Please provide copies of the PILOT bills to the IDA.**

Mortgage Recording Tax Column – ENTER MORTGAGE RECORDING TAX THAT WOULD HAVE BEEN PAYABLE DURING REPORT YEAR IF THERE WERE NO IDA MORTGAGE RECORDING TAX EXEMPTION.

Total Exemptions – This formula will add all Sales Tax, Real Property Taxes, and Mortgage Recording Tax for you.

#### **Payments in Lieu of Taxes (PILOT) PAID Section**

ENTER THE ACTUAL PILOT PAYMENTS PAID TO THE TAXING JURISDICTIONS. Do not include Special District Assessment Tax payments (sewer and water, lighting districts, etc.) in your paid amounts. **Provide us with copies of the actual invoices you paid from.**

TOTAL PILOTS PAID Column – This formula will add all County, Local PILOT, and School District PILOTS for you.

#### **Example:**

If full County of Oneida taxes WITHOUT a PILOT would have equaled \$1,000. You would enter \$1,000 in the Real Property Tax column in the Exemptions Section. However, because you have a PILOT, you might only pay 1/3 of your taxes due (\$333). Thus, you would enter \$333 in the County column in the Payments in Lieu of Taxes (PILOTS).

**Page 2: # Current Full-Time Equivalent (FTE) Employees"/"# FTE Jobs Created/ # FTE Jobs Retained AS OF THE PERIOD ENDING DECEMBER 31 of the Report Year.**

"FTE" shall mean a full time employee that has a minimum of thirty-five (35) scheduled hours per week, or any combination of two or more part-time employees that work a minimum of fifteen (15) scheduled hours per week, when combined together, constitute the equivalent of a minimum of thirty-five (35) scheduled hours per week, and whose workplace location is the project facility. For this purpose an employee shall include a leased employee regularly retained by the Company

If any **Construction Jobs** were created during the Report Year as a result of your project, include in the # FTE Construction Jobs Created column.

**For Projects that Closed with the IDA After July 2016 - Salary & Fringe Benefits Section:** Read the sentence in bold print beneath the Job Reporting chart and determine whether or not you are able to check the box. Fill out chart if you cannot check the box.

#### **REPORT CERTIFICATION – Bottom of Page 2**

Review and update the Contact Information questions at the bottom of Page 2, then SIGN TO CERTIFY the information provided.

If you have any questions, please do not hesitate to call Mark Kaucher, Timothy Fitzgerald or Shawna Papale at 315-338-0393 or e-mail us at:

[mkaucher@mvedge.org](mailto:mkaucher@mvedge.org) [tfitzgerald@mvedge.org](mailto:tfitzgerald@mvedge.org) [spapale@mvedge.org](mailto:spapale@mvedge.org)

Please update contact information below if inaccurate. If you need to update your address, please do so on the tab "Supplemental Info Page 2".

Contact	
Contact Email	
Form Filler	
Form Filler Email	

Applicant Name	
Address Line 1	
Address Line 2	
City	
State	
Postal Code	
Country	



20 Schedule of Supplemental Information (Straight Lease) PAGE 1

Project Code:	
Type ("Lease" or "Bond/Note Issuance" or "Tax Exemption"):	
Project Name:	
Project Address Street line 1:	
Project Address Street line 2:	
City:	
State (Abbreviated):	
Postal Zipcode:	
Country:	
Total Project Amount:	
Approval Date:	
Is the project part of or related to an existing multi-phase project (Y/N)	
If yes: What is the original project code	
Project Purpose Category	
Did the IDA take Leashold Interest to the property (Y/N)	
Date IDA took leashold interest:	
Benefited Project Amount:	
Bond Amount	
Annual Lease Payment	
Federal Tax Status of Bonds	
Year Financial Assist Planned to end:	
There is no debt outstanding for this project (Y/N)	
IDA does not hold title to the property (Y/N)	
The project receives no tax exemptions (Y/N)	
Non-Profit (Y/N):	

Was your project completed in 2021? (Please mark the appropriate box with an X)

YES ☐ NO ☐

If YES, what was the final project cost total?

\$

20 Exemptions - Amounts that **WOULD HAVE** been payable **AS FULL TAXES**, without IDA Assistance

(Please enter amounts in the fields highlighted in GREEN)

Sales Tax (ST)	Real Property Taxes (RPT)	Mortgage Recording Tax (MR)	Total Tax Exemptions (Sum of ST, RPT and MRT)
State: \$	County: \$	\$	\$
Local: \$	Local (Sum of City/Town/Village): \$		
	School: \$		

Please check box with an X if applicable:

Not all of the data is reported. A letter for the explanation will be returned with this report.

☐

20 Payments in Lieu of Taxes (PILOTS) PAID.

DO NOT INCLUDE SPECIAL DISTRICT ASSESSMENT PAYMENTS (ie: sewer, water, lighting etc. districts)

County PILOT	Local PILOT (sum of city/town/village)	School District PILOT	TOTAL PILOTS PAID
\$	\$	\$	\$

Straight Lease: Identify method of financial assistance utilized by project other than tax exemptions claimed by project. Identify by AMOUNT and TYPE:

FORM CONTINUED ON NEXT TAB "Supplemental Info Page 2" ➔

Full-Time Equivalent (FTE) Jobs Created and Retained - As of December 31, 2021 (see report instructions tab for more information)							
# FTE Employees at Project Location Prior to IDA Status	Original Estimate of Jobs to be Created	Original Estimate of Jobs to be Retained	Estimated average annual salary of jobs to be retained	# Current FTE Employees	# FTE Jobs Created During Fiscal Year	# FTE Jobs Retained During Fiscal Year	# FTE Contruction Jobs Created during Fiscal Year

Project Code:	0
Type:	0
Project Name:	0

FOR PROJECTS CLOSED WITH THE AGENCY AFTER JULY 2016 ONLY. If the salary and benefit information for categories of jobs retained and jobs created that was provided in the original project application is still accurate, please mark the box with an X. If the information is no longer accurate please complete the chart below.

☐

Category of Jobs to be Retained and Created	# Of Current FTE Per Category	Average Annual Salary or Range of Salary				Average Annual Fringe Benefits or Range of Fringe Benefits
		Average	Range From	-	Range To	
Management				-		
Administrative				-		
Production				-		
Independent Contractor				-		
Other				-		

Contact Information (if different from Supplemental Info Page 1)	
NAME:	
Address:	
Telephone:	
Fax:	
Email:	
Person Completing Form:	

I certify that to the best of my knowledge and belief all of the information on page 1 and 2 of the Annual Report is correct. I also understand that failure to report completely and accurately may result in enforcement of provisions of my agreement, including but not limited to voidance of the agreement and potential claw back of benefits.

For instructions on how to sign your name in excel please see below this box.

Signed:	(Authorized Company Representative)
Type name:	
Date:	

**To draw your name in excel:**

- Click on the "Insert" Tab
- Click on "Illustrations"
- Select the "Shapes" Option
- Select the "Lines" subcategory
- The last option, if you hover your mouse over it will say "Freeform: Scribble" and looks like a looping line. This is the option you want to select. It will turn your mouse into a pencil after selecting. Then just click and hold to draw your signature in the box above.



## EXHIBIT C

### INSURANCE REQUIREMENTS

#### Section 3.4 Insurance Required.

At all times throughout the Lease Term, including, when indicated herein, during the Construction Period, the Company shall, at its sole cost and expense, maintain or cause to be maintained (and cause the Sublessees to maintain, where appropriate) 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. Company shall pay, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

(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 the completed Improvements, exclusive of footings and foundations, as determined by a recognized appraiser or insurer selected by the Company. During the Construction Period, such policy shall be written in the so-called "Builder's Risk Completed Value Non-Reporting Form" and shall contain a provision granting the insured permission to complete and/or occupy.

(b) **Workers' Compensation & Employers Liability Insurance** and **Disability Benefits Insurance** and each other form of insurance that the Company or any permitted sublessee is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company or any permitted sublessee who are located at or assigned to the Facility. Statutory New York limits shall apply to these policies. This coverage shall be in effect from and after the Completion Date or on such earlier date as any employees of the Company, any permitted sublessee, any contractor or subcontractor first occupy the Facility.

(c) **General Liability Insurance** protecting the Agency, the Company and the owner of the Facility (if the Company is not the owner) against loss or losses from liability imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 5.2 hereof) 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. **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) protecting the Agency and the Company against any loss or liability or damage for personal injury, including bodily injury or death, or property damage, and **Umbrella Liability Insurance** of not less than \$5,000,000 per occurrence. This coverage shall also be in effect during the Construction Period.

(d) During the Construction Period (and for at least two years thereafter in the case of Products and Completed Operations as set forth below), the Company shall cause the general contractor to carry liability insurance of the type and providing the minimum limits set forth below:

(i) Workers' compensation & employer's liability and disability benefits insurance both with statutory limits in accordance with applicable law.

- (ii) Comprehensive general liability providing coverage for:
- Premises and Operations
  - Products and Completed Operations
  - Contractual Liability
  - Personal Injury Liability
  - Broad Form Property Damage  
(including completed operations)
  - Explosion Hazard
  - Collapse Hazard
  - Underground Property Damage Hazard

Such insurance shall have a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The annual aggregate shall apply per project. The contractor's general liability policy shall include coverage for the contractor and any of the additional insureds for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.

(iii) Comprehensive auto liability, including all owned, non-owned and hired autos, with a limit of liability of not less than \$1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage).

(iv) Umbrella Liability with limits of \$5,000,000 per occurrence and \$5,000,000 annual aggregate.

(e) A policy or policies of flood insurance in the maximum amount of flood insurance available with respect to the Facility under the Flood Disaster Protection Act of 1973, as amended, whichever is less. This requirement will be waived upon presentation of evidence satisfactory to the Agency that no portion of the Land is located within an area identified by the U.S. Department of Housing and Urban Development as having special flood hazards.

### Section 3.5 Additional Provisions Respecting Insurance.

(a) All insurance required by Section 3.4 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the entity required to procure the same and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the procuring entity is engaged. All policies evidencing the insurance required by Section 3.4 hereof shall provide for at least thirty (30) day's prior written notice of the restriction, cancellation or modification thereof to the Agency. The policies evidencing the insurance required by Section 3.4(c) hereof shall name the Agency and the owner of the Facility (if the Company is not the owner) as additional insured on a primary & non-contributory basis. All policies evidencing the insurance required by Sections 3.4(d)(ii) (iii) and (iv) shall name as additional insured the Agency, Company and the owner of the Facility (if the



Company is not the owner) on a primary and non-contributory basis for the ongoing construction phase and for two years following completion during the completed operations phase. The policies under Section 3.4 (a) shall contain appropriate waivers of subrogation. The policies under Section 3.4 (b),(c),(d) shall contain waivers of subrogation in favor of the Agency, the Company and the owner of the Facility (if the Company is not the owner).

(b) All policies or certificates (or binders) of insurance required by Sections 3.4 hereof shall be submitted to the Agency on or before the Closing Date. Attached to the certificate of insurance shall be a copy of the additional insured endorsement from the Company's General Liability policy. The Company shall deliver to the Agency before the renewal date of each policy a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance of the types and in the amounts required by Section 3.4 hereof and complying with the additional requirements of Section 3.5(a) hereof. Prior to the expiration of each such policy, the Company shall furnish the Agency with evidence that such policy has been renewed or replaced or is no longer required by this Leaseback Agreement. The Company shall provide such further information with respect to the insurance coverage required by this Leaseback Agreement as the Agency may from time to time reasonably require.

Agency shall be named as additional insured as follows:

Oneida County Industrial Development Agency, ISAOA  
584 Phoenix Drive  
Rome, New York 13441