

November 28, 2022

Darlene Abbatecola  
Sole Assessor  
Town of New Hartford  
8635 Clinton Street  
New Hartford, New York 13413

**Re: *ICA Holdings III, LLC/The Indium Corporation of America***  
***301 Woods Park Drive Facility***

Dear Ms. Abbatecola:

Enclosed you will please find Form RP-412-a (Application for Real Property Tax Exemption) in connection with the above-referenced transaction. Attached to the Application is a copy of the First Amended and Restated Payment-in-Lieu-of-Tax Agreement which sets forth the terms of the tax abatement that the Agency will grant to the Company, effective March 1, 2023.

The property was conveyed by deed from AX NY Office, L.P. to ICA Holdings III, LLC (the "Company"). To accomplish this conveyance to the Company without interrupting the IDA's leasehold interest in the Facility and to maintain the property on the exempt roll, the transfers were structured as follows:

1. AX NY Office assigned to the Company its interest under the Existing Lease Agreement and the Existing Leaseback Agreement with the IDA, creating the leasehold estate between the Company and the IDA.
2. AX NY Office conveyed the property to the Company by deed, which deed expressly states that the fee estate will not merge with the leasehold estate, and the property remains subject to the Existing Lease Agreement and the Existing Leaseback Agreement.
3. The Company conveyed the Agency a leasehold interest in the Facility and amended the Existing Lease Agreement pursuant to a First Amended and Lease Agreement dated November 15, 2022.

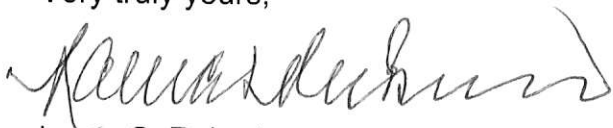
Darlene Abbatecola  
November 28, 2022  
Page 2

4. The Agency leased the Facility back to the Company and amended the Existing Leaseback Agreement pursuant to a First Amended and Restated Leaseback Agreement dated November 15, 2022.

The attached agreement will supercede the Existing PILOT Agreement on the property, dated as of March 13, 2008. PILOT Payments under the attached agreement will remain subject to the Agreement Allocating PILOT Payments dated October 15, 2008. After termination of the Allocation Agreement, PILOT Payments will be allocated among the Taxing Authorities in the same proportion that taxes would be allocated but not for the IDA's involvement.

Should you have any questions on the enclosed, please do not hesitate to contact our offices.

Very truly yours,



Laura S. Ruberto  
Paralegal

Enclosures

cc: Attached Distribution List (w/enclosures)

**Distribution List**

County:

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

Anthony R. Carvelli  
Commissioner of Finance  
Oneida County Finance Department  
800 Park Avenue  
Utica, New York 13501

Kathy Pilbeam, Director  
Real Property Tax Services  
Oneida County  
800 Park Avenue  
Utica, New York 13501

County of Oneida  
Receiver of Taxes  
800 Park Avenue  
Utica, New York 13501

Town:

Paul A. Miscione, Supervisor  
Town of New Hartford  
8635 Clinton Street  
New Hartford, New York 13413

Town of New Hartford  
Receiver of Taxes  
c/o Gail Wolanin Young  
Town Clerk  
48 Genesee Street  
New Hartford, New York 13413

School District:

Pamela King, President  
Board of Education  
New Hartford Central School District  
29 Oxford Road  
New Hartford NY 13413

Cosimo Tangorra, Jr., Ed.D.,  
Superintendent  
New Hartford Central School District  
29 Oxford Road  
New Hartford NY 13413

Mary Mandel, Assistant Superintendent  
for Business Affairs  
New Hartford Central School District  
29 Oxford Road  
New Hartford, New York 13413



NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Oneida County Industrial Development Agency
Street 584 Phoenix Drive
City Rome NY 13441
Telephone no. Day (315) 338-0393
Evening ( )
Contact Shawna Papale
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name ICA Holdings III, LLC
Street 34 Robinson Road
City Clinton NY 13323
Telephone no. Day (315) 853-4900
Evening ( )
Contact Gregory P. Evans
Title Manager

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) 316.000-2-41.1
b. Street address 301 Woods Park Drive
c. City, Town or Village Town of New Hartford
d. School District New Hartford CSD
e. County Oneida
f. Current assessment \$8,300,000.00
g. Deed to IDA (date recorded; liber and page)
Lease dated 10/9/2007 Assigned 11/15/22
Memo of Lease Assignment #R2022-001631 (11/17/22)

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

- a. Brief description (include property use) renovation of a three-story office building and site development work (building commonly known as The Hartford building)
b. Type of construction
c. Square footage 124,000
d. Total cost See Exhibit A attached
e. Date construction commenced
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) December 31, 2034

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment Company will receive a fixed reduction in PILOT Payments for 12 years and pay 100% of taxes thereafter. PILOT Payments to be allocated under an Allocation Agreement dated October 15, 2008 until the Town is reimbursed for the Town's Actual Debt Service, then PILOT Payments to be allocated in the same proportion that taxes are allocated. See attached Agreement.
b. Projected expiration date of agreement December 31, 2034 (last day of fiscal year of last PILOT Payment)

c. Municipal corporations to which payments will be made

	Yes	No
County _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
School District _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name ICA Holdings III, LLC  
 Title Gregory P. Evans, Manager  
 Address 34 Robinson Road  
Clinton NY 13323

e. Is the IDA the owner of the property?  Yes  No (check one)

If "No" identify owner and explain IDA rights or interest in an attached statement. IDA owns leasehold interest

Telephone 315-853-4900

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one)  Yes  No

If yes, list the statutory exemption reference and assessment roll year on which granted: exemption GML §874 assessment roll year 2009

7. A copy of this application, including all attachments, has been mailed or delivered on 11/28/22 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

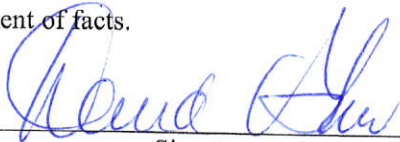
**CERTIFICATION**

I, David C. Grow, Chairman of \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_  
Oneida County Industrial Development Agency hereby certify that the information  
Organization \_\_\_\_\_

on this application and accompanying papers constitutes a true statement of facts.

November 15, 2022  
Date

  
Signature

**FOR USE BY ASSESSOR**

1. Date application filed \_\_\_\_\_
2. Applicable taxable status date \_\_\_\_\_
- 3a. Agreement (or extract) date \_\_\_\_\_
- 3b. Projected exemption expiration (year) \_\_\_\_\_
4. Assessed valuation of parcel in first year of exemption \$ \_\_\_\_\_
5. Special assessments and special as valorem levies for which the parcel is liable:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's signature

**Exhibit A**

Application for Real Property Tax Exemption  
(Form RP-412-a)

**Oneida County Industrial Development Agency  
(ICA Holdings III, LLC/The Indium Corporation of America Facility)**

4(d). Total Cost:

Land Acquisition	\$ 1,500,000
Building Acquisition	10,700,000
Building Renovation	633,365
Machinery & Equipment	100,000
Furniture & Fixtures	701,635
Installation Costs	50,000
Legal Fees	15,000
<b>Total:</b>	<b>\$13,700,000.00</b>

ICA HOLDINGS III, LLC

and

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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

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Oneida County Industrial Development Agency  
2022 Real Estate Lease Assignment and Amendment  
(The Indium Corporation of America/Woods Park Drive Facility)

Oneida County, Town of New Hartford, New Hartford Central School District

Tax Account No.: 316.000-2-41.1

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

THIS FIRST AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of November 15, 2022, is by and between **ICA HOLDINGS III, LLC**, a limited liability company with an address of 34 Robinson Road, Clinton, New York 13323 (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 Indium Corporation of America (the "Indium Sublessee") and the Company have requested the Agency's assistance in connection with the acquisition and renovation of a three-story, 124,000± square foot office building and other site development work (the "Improvements") situated on a 13.5± acre parcel of land located at 301 Woods Park Drive, Town of New Hartford, Oneida County, New York (the "Land") and acquisition and installation of furniture, fixtures and equipment in the Improvements (the "Equipment"), all for the purpose of providing a corporate headquarters to support, expand and better utilize the current manufacturing facilities operated by the Indium Sublessee in Oneida County (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the acquisition and equipping of the Facility is referred to as the "Project"); and

WHEREAS, AX NY Office L.P. ("AX NY") owns the Land and Improvements and leases them to the Agency pursuant to a Lease Agreement dated October 9, 2007 (the "Existing Lease Agreement"); and

WHEREAS, the Agency leases the Land and Improvements back to AX NY pursuant to a Leaseback Agreement dated October 9, 2007 (the "Existing Leaseback Agreement"); and

WHEREAS, AX NY subleases a 41,500± square foot portion of the Improvements to the Indium Sublessee for its operation pursuant to a lease agreement (the "Indium Sublease"), and subleases an 21,500± square foot portion of the Facility to Hartford Fire

Sch-A



Insurance Company (the "Hartford Sublessee") for its operation pursuant to a lease agreement (the "Hartford Sublease" and together with the Indium Sublease, the "Subleases"); and

WHEREAS, the Facility is the subject of a PILOT Agreement dated as of March 13, 2008 (the "Existing PILOT Agreement") by and among AX NY, the Hartford Sublessee and the Agency; and

WHEREAS, PILOT Payments under the Existing PILOT Agreement are collected and allocated pursuant to the terms of an Agreement Allocating PILOT Payments dated as of October 15, 2008 (the "Allocation Agreement") by and among the Agency, the Town of New Hartford (the "Town"), the New Hartford Central School District and the County of Oneida (collectively, the "Taxing Authorities"); and

WHEREAS, the Agency and the Taxing Authorities entered into the Allocation Agreement for the purpose of providing the Town with a source of funding first to pay the Town's Actual Debt Service pertaining to the Public Improvements to develop the New Hartford Business Park (as said terms are defined in the Allocation Agreement); and

WHEREAS, Payments under the Existing PILOT Agreement are scheduled to continue until the Town is reimbursed for the Town's Actual Annual Debt Service; and

WHEREAS, the Company purchased the Facility from AX NY, and AX NY assigned to the Company its interest under the Existing Lease Agreement, the Existing Leaseback Agreement, the Existing PILOT Agreement and the Subleases; and

WHEREAS, the Agency and the Company amended and restated the Existing Lease (the "First Amended and Restated Lease Agreement") and the Existing Leaseback Agreement (such amended and restated document is the "First Amended and Restated Leaseback Agreement") to add and include the Project and the terms of the proposed financial assistance in support of the Project, to extend the Lease Term (as said term is defined in the Existing First Amended and Restated Leaseback Agreement) and to conform all documents to the Agency's current forms; and

WHEREAS, the Agency has agreed to maintain its 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, M&T Bank (the "Bank") intends to finance a portion of the costs of the Facility by extending a loan to the Company in the principal amount not to exceed \$10,960,000.00 to be secured by (a) a Fee and Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement dated November 15, 2022 (the "Mortgage") from the Agency and the Company to the Bank, and (b) a General Assignment of Rents dated November 15, 2022 (the "Assignment") from the Agency and the Company to the Bank and (c) a Specific Security Agreement dated November 15, 2022 (the "Security Agreement") from the Agency and the Company to the Bank; and

WHEREAS, the Facility will continue to be 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 and/or the Sublessee (the "Exempt Taxes"), because the Agency will maintain an uninterrupted leasehold interest in the Facility and the Facility will be 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 First Amended and Restated 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 deem it necessary and proper to amend and restate the Existing PILOT Agreement by entering into this agreement making provision for payments-in-lieu-of-taxes and such assessments by the Company to the Town of New Hartford, 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, New Hartford Central School District and appropriate special districts (hereinafter each a "Taxing Authority" and collectively the "Taxing Authorities" more particularly set forth on Schedule A attached hereto and made a part hereof) in which any part of the Facility is or is to be located; and

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

NOW, THEREFORE, to provide for certain payments for the benefit of 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:

(a) To the Agency: all PILOT Payments that are due with respect to the Facility prior to the Exemption Term under the terms of the Existing PILOT Agreement, if any, no later than the last day during which such payments may be made without penalty; and

(b) To the Taxing Authorities: all special assessments and ad valorem taxes coming due and payable during the term of 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 an amount in lieu of the Exempt Taxes (the "PILOT Payments") during the Exemption Term as follows:

- i. An amount equal to the Exempt Taxes reduced by \$40,000 during Exemption Year 1; and
- ii. An amount equal to the Exempt Taxes reduced by \$150,000 each year during Exemption Year 2 through and including Exemption Year 6; and
- iii. An amount equal to the Exempt Taxes reduced by \$135,000 during Exemption Year 7; and
- iv. An amount equal to the Exempt Taxes reduced by \$120,000 during Exemption Year 8; and
- v. An amount equal to the Exempt Taxes reduced by \$90,000 during Exemption Year 9; and
- vi. An amount equal to the Exempt Taxes reduced by \$75,000 during Exemption Year 10; and
- vii. An amount equal to the Exempt Taxes reduced by \$60,000 during Exemption Year 11; and
- viii. One hundred percent (100%) of Exempt Taxes during Exemption Year 12 and thereafter.

(b) PILOT Payments under this Agreement will continue to be billed by the Taxing Authorities and paid to and allocated by the Agency in accordance with the Allocation Agreement until such time as the Town is made whole for the Town's Actual Debt Service pertaining to the Public Improvements to develop the New Hartford Business Park (as said terms are defined in the Allocation Agreement).

(c) After the final allocation is made to the Town, the Allocation Agreement will terminate and PILOT Payments will be billed by, collected by, and allocated among the Taxing Authorities in the same proportion as taxes would have been allocated but for the Agency's involvement, unless the Taxing Authorities have consented in writing to a specific allocation. For the purposes of calculating the allocation of PILOT Payments after termination of the Allocation Agreement, each Taxing Authority shall use the tax rate for the prior Exemption Year.

(d) 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 interest in the Facility pursuant to the First Amended and Restated Leaseback Agreement. The benefits under this Agreement are subject to the terms and conditions of a certain Job Creation and Recapture

Agreement by and among the Agency, the Company and the Indium Sublessee dated as of November 15, 2022.

(e) 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)(vi) 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 own a leasehold 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 own a leasehold 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 own a leasehold interest in the Facility with respect to any proposed assessment or change in assessment concerning the Facility, or any portion thereof, whether through an assessor, board of assessment review, court of law, or otherwise and likewise will be entitled to protest before and be heard by such assessor, board of assessment review, court of law or otherwise and will be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any taxes that would have been payable but for the provisions hereof. In the event, however, that a court of competent jurisdiction shall enter an order or judgment determining or declaring that, by reason of the Agency's ownership of the Facility, 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. In any event, the Company agrees to notify the Agency in writing if the Company initiates any action with respect to any proposed assessment or change in assessment concerning the Facility, and shall provide the Agency with copies of all documents relating to a change in assessment concerning the Facility to allow the Agency to determine whether such change in assessment impacts the original intention of the parties under this Agreement. 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, or by a commercial overnight courier that guarantees next day delivery and provides a receipt, to the Agency and 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  
Utica, New York 13501  
Attn.: Linda E. Romano, Esq.

To the Company: ICA Holdings III, LLC  
301 Woods Park Drive  
New Hartford, New York 13413  
Attn.: Michael R. McKenna, Vice President

With a Copy To: The Matt Law Firm PLLC  
1701 Genesee Street  
Utica, New York 13501  
Attn.: Francis X. Matt III, Esq.

To the Indium Sublessee: The Indium Corporation of America  
301 Woods Park Drive  
New Hartford, New York 13413  
Attn.: Michael R. McKenna, Vice President and CFO

With a Copy To: The Matt Law Firm PLLC  
1701 Genesee Street  
Utica, New York 13501  
Attn.: Francis X. Matt III, Esq.

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


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

(e) It is the intention of the parties that this Agreement supercede in its entirety the Existing PILOT Agreement, effective March 1, 2023.

[signature page follows]

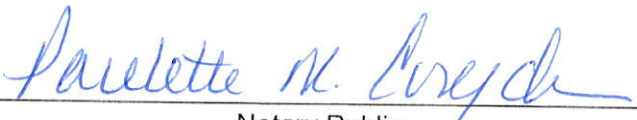
IN WITNESS WHEREOF, the parties have executed this **FIRST AMENDED AND RESTATED PILOT AGREEMENT** as of the date first above written.

ICA HOLDINGS III, LLC

By:   
Michael R. McKenna  
Vice President

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

On the 14 day of November 2022 before me, the undersigned a notary public in and for said state, personally appeared **Michael R. McKenna**, 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 FIRST AMENDED AND RESTATED PILOT AGREEMENT  
ICA HOLDINGS III, LLC/THE INDIUM CORPORATION OF AMERICA (WOODS PARK DRIVE)  
FACILITY

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By:

David C. Grow  
Chairman

STATE OF NEW YORK

)

: ss.:

COUNTY OF ONEIDA

)

On the 14<sup>th</sup> day of November 2022 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  
Utica, New York 13501

**TOWN OF NEW HARTFORD**

Receiver of Taxes  
8635 Clinton Street  
New Hartford, New York 13413

**NEW HARTFORD CENTRAL SCHOOL DISTRICT**

Receiver of Taxes  
29 Oxford Road  
New Hartford, New York 13413  
Attn.: District Treasurer

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**SCHEDULE B**

**EXEMPTION YEARS**

<b>Exemption Year</b>	<b>Assessment Roll Year</b>	<b>County/Town Taxes</b>	<b>School Taxes</b>
Year One	03/01/2023	01/01/2024 – 12/31/2024	07/01/2023 – 06/30/2024
Year Two	03/01/2024	01/01/2025 – 12/31/2025	07/01/2024 – 06/30/2025
Year Three	03/01/2025	01/01/2026 – 12/31/2026	07/01/2025 – 06/30/2026
Year Four	03/01/2026	01/01/2027 – 12/31/2027	07/01/2026 – 06/30/2027
Year Five	03/01/2027	01/01/2028 – 12/31/2028	07/01/2027 – 06/30/2028
Year Six	03/01/2028	01/01/2029 – 12/31/2029	07/01/2028 – 06/30/2029
Year Seven	03/01/2029	01/01/2030 – 12/31/2030	07/01/2019 – 06/30/2030
Year Eight	03/01/2030	01/01/2031 – 12/31/2031	07/01/2030 – 06/30/2031
Year Nine	03/01/2031	01/01/2032 – 12/31/2032	07/01/2031 – 06/30/2032
Year Ten	03/01/2032	01/01/2033 – 12/31/2033	07/01/2032 – 06/30/2033
Year Eleven	03/01/2033	01/01/2034 – 12/31/2034	07/01/2033 – 06/30/2034