

COUNTY OF CATTARAUGUS INDUSTRIAL DEVELOPMENT AGENCY

AND

CIMOLAI-HY LLC

PAYMENT IN LIEU OF TAX AGREEMENT

Regarding the acquisition of title to or leasehold interest in land, the construction and/or renovation, upgrading and equipping of an approximately 950,000+/- SF existing industrial manufacturing facility consisting of 2 industrial plants, 1 large and 2 small office buildings and 7 satellite buildings for storage and testing located at 500 Paul Clark Drive, City of Olean, Cattaraugus County, New York

Dated as of: **May 1, 2023**

Termination Date: **December 31, 2039**

SBL Nos.: **94.048-1-2.1 and 94.048-1-28**

Affected Tax Jurisdictions: **Cattaraugus County
City of Olean
Olean City School District**

Prepared by:

Harris Beach PLLC
726 Exchange Street, Suite 1000
Buffalo, New York 14210
(716) 200-5050

PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT (the "Agreement"), dated as of May 1, 2023, by and between **COUNTY OF CATTARAUGUS INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation organized and existing under the laws of the State of New York, having an office for the transaction of business located at 9 East Washington Street, Ellicottville, New York 14731 (the "Agency"), and **CIMOLAI-HY LLC**, a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and duly qualified to do business in the State of New York, with offices at c/o Related Companies, 30 Hudson Yards, 82nd Floor, New York, New York 10001 (the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 536 of the Laws of 1971 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company has submitted an application to the Agency (the "Application") requesting the Agency's assistance with a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in an approximately 88 acre parcel of land located on 500 Paul Clark Drive, City of Olean, Cattaraugus County, New York (the "Land"), (ii) the acquisition and renovation of the approximately 950,000+/- sq. ft. existing industrial manufacturing facility consisting of 2 industrial plants, 1 large and 2 small office building and 7 satellite buildings for storage and testing (the "Improvements") and (iii) the acquisition in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment" and, collectively with the Land and the Improvements, the "Facility"). The Facility will be initially operated and/or managed by the Company; and

WHEREAS, commensurate with the Company's submission of the Application to the Agency, the Company has requested the Agency's consideration of a deviation from the Agency's Uniform Tax Exemption Policy to allow for a payment-in-lieu-of-tax ("PILOT") agreement to utilize a fixed dollar payment schedule and provide fifteen (15) years of real property tax abatement for the Facility (the "PILOT Deviation"), the terms of such PILOT Deviation having been negotiated by the Agency and Company; and

WHEREAS, on November 21, 2022, the Agency approved of the PILOT Deviation and resolved to provide a fixed dollar annual PILOT payment as described in Schedule A; and

WHEREAS, in order to induce the Company to acquire, renovate, construct and equip the Facility, the Agency is willing to take a leasehold interest in the Facility pursuant to the terms and conditions of a certain Lease Agreement to be dated on or about the date hereof (the "Lease Agreement") and lease the Facility back to the Company pursuant to the terms and conditions of

a certain Leaseback Agreement to be dated on or about the date hereof (the "Leaseback Agreement"); and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special ad valorem levies, special assessments and service charges against real property which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments in lieu of taxes by the Company to the Agency for the benefit of Cattaraugus County (the "County"), the City of Olean (the "City"), and Olean City School District (hereinafter the "School District" or "School", and together with the County and City, the "Affected Tax Jurisdictions"); and

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section 1. Payment In Lieu of Ad Valorem Taxes.

Section 1.1 A. Subject to the completion and filing by the taxable status date (March 1, 2024) (the "Taxable Status Date") of New York State Form RP-412-a Application For Real Property Tax Exemption (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law ("RPTL") and Section 874 of the Act, the Facility shall be exempt from Real Estate Taxes commencing with the:

- (a) 2025 tax fiscal year of the County, and
- (b) 2025 tax fiscal year of the City, and
- (c) 2024-2025 tax fiscal year of the School District.

For purposes of the foregoing, "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the County, City and School. The Company shall provide to the Agency the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors to process the Exemption Application. Notwithstanding anything contained herein or in the Lease Agreement and/or Leaseback Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any valid, legal reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due. After giving written notice to the Agency, the Company may, in good faith, contest the denial of the Exemption Application, provided that (i) the overall operating efficiency of the Facility is not impaired by such contest and the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost as a result of such contest; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company

hereby waives any claim or cause of action against the Agency and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes.

Until the commencement of the tax fiscal years set forth above, the Company shall continue to pay all taxes due as if the Agency did not have an interest in the Project. As set forth below, the total payments in lieu of taxes required under this Agreement are allocated among the Affected Tax Jurisdictions in proportion to the amount of real property tax and other taxes which would have been received by each Affected Tax Jurisdiction had the Project not been tax exempt due to the status of the Agency.

B. Payee. As long as the Facility is leased by the Company to the Agency, or under the Agency's jurisdiction, control or supervision, the Company agrees to pay annually to the County as a payment in lieu of taxes, on or before February 15 of each year beginning February 15, 2025, and thereafter February 15 of each year during the term hereof (collectively, the "Payment Date") for County, City, and School Taxes, respectively, an amount equal to the Total PILOT Payment as described as described in Schedule A attached hereto and as further described therein. The County shall send a bill (or cause a bill to be sent) to the Company for each Total PILOT Payment, on or before February 1 of each PILOT Year. The failure of the County to invoice or bill for any amounts due shall in no way relieve the Company from its obligations hereunder. The parties agree and acknowledge that payments made hereunder are to obtain revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are not on the tax rolls.

Section 1.2 Allocation. The County shall remit to the Affected Tax Jurisdictions amounts received hereunder, if any, within thirty (30) days after receipt of said payment and shall allocate said payments among the Affected Tax Jurisdictions in the same proportion as ad valorem taxes would have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific allocation.

Section 1.3 Tax Rates. For purposes of determining the allocation of the Total PILOT Payment among the Affected Tax Jurisdictions, the County shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For County and City and/or any special district purposes, the tax rates used to determine the allocation of the Total PILOT Payment shall be the tax rates relating to the calendar year which includes the PILOT payment due date. For School District purposes, the tax rates used to determine the Total PILOT payment shall be the rate relating to the school year which includes the PILOT payment due date.

Section 1.4 Valuation of Future Additions to the Facility.

A. The PILOT Payments provided for in this PILOT Agreement shall not increase or decrease based on (i) the construction cost of the Facility, (ii) any modifications, repairs, additions or deletions thereto, (iii) any modification of the real property interests comprising the Facility, or (iv) for any other reason, so long as there are no additional improvements or additions to the Facility not otherwise described in the Project description, above.

B. If there shall be a future addition to the Facility constructed or added in any manner after the date of this PILOT Agreement, the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, general plans and specifications, and any other relevant non-confidential information that the Agency may thereafter request. Upon the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Facility, the Company shall become liable for payment of an increase in the total payments in lieu of taxes payable under this PILOT Agreement ("Total PILOT Payment"). The Agency shall notify the Company of any proposed increase in the Total PILOT Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Agency, then and in that event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased PILOT payment until a different Total PILOT Payment shall be established. If a lesser Total Annual Payment is determined in any proceeding or by subsequent agreement of the parties, the Total PILOT Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding PILOT payment(s).

Section 1.5 Period of Benefits. The tax benefits provided for herein should be deemed to include (i) the 2024/2025 School tax year through the 2038/2039 School tax year, (ii) the 2025 City tax year through the 2039 City tax year, and (iii) the 2025 County tax year through the 2039 County tax year. This Agreement shall expire on December 31, 2039; provided, however, the Company shall pay the 2039/2040 School tax bills, 2040 City tax bills, and 2040 County tax bill on the dates and in the amounts as if the Agency did not hold an interest in the Facility on the tax status date with respect to such tax years. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this Agreement executed by both parties after any applicable public hearings.

Section 2. Special District Charges, Special Assessments and other charges.

Section 2.1 All lawfully levied and/or assessed special improvement district charges, special district charges, special assessments, and special ad valorem levies (specifically including but not limited to fire district charges), and pure water or water sewer charges are to be paid in full in accordance with normal billing practices.

Section 3. Transfer of Facility.

Section 3.1 In the event that the Agency's interests in the Facility are transferred from the Agency to the Company (the Lease Agreement and Leaseback Agreement are terminated) (the "Transfer") and the Company is ineligible for a continued tax exemption under some other tax incentive or exemption program, or if the exemption available under such other incentive program results in an amount due to the Affected Tax Jurisdictions in excess of the payment described in Section 1 hereof, the Company agrees to pay to each of the Affected Tax Jurisdictions within thirty (30) days (plus any applicable grace period) after receipt of a valid invoice or bill, an amount equal to the difference between the amount due under Section 1 hereof

and the taxes and assessments due in accordance with RPTL Sections 302 and 520 or other applicable law. If the Company is eligible for a continued tax exemption under another tax incentive or exemption program, the amount of the Company's payment shall be reduced by the amount of exemption under such program.

Section 4. Assessment Challenges.

Section 4.1 The Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company had not entered into the Lease Agreement and the Leaseback Agreement, with respect to any proposed assessment or change in assessment with respect to the Facility by any of the Affected Tax Jurisdictions and likewise shall be entitled to protest before, and be heard by, the appropriate assessors or Board of Assessment Review, and shall 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 tax equivalent provided for herein.

Section 4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special ad valorem levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this PILOT Agreement, as if, and to the same extent as if, the Company had not entered into the Lease Agreement and the Leaseback Agreement.

Section 4.3 In the event that any real estate tax assessment office or tax levy officer fails to assess the Facility or apply tax rates to such assessments, the Company shall provide notice following discovery of such failure to the appropriate real estate tax assessment office and tax levy officers to assess the Facility and apply special district tax rates to the respective assessments and request that such offices properly assess Facility or applicable portions thereof.

Section 5. Changes in Law.

Section 5.1 To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section 6. Effect of Fulfillment of the Requirement and Clawback.

Section 6.1 Once having paid the amounts required by this Agreement, the Company shall not be required to pay any real estate taxes for which payments in lieu of taxes have been made. Notwithstanding the foregoing, in the event that the Agency shall reasonably determine (i) that the Company has submitted an application, or documentation in support of an application, which contained a false or intentionally misleading statement as to any fact which is material to the Company's application for benefits or which omitted any information which, if included, would have rendered any information in the application or supporting documentation false or misleading in any material respect, and (ii) that such false or misleading statement or omission was made knowingly and intentionally for the purpose of obtaining financial assistance, then the Company shall forfeit any future tax exemptions or abatements and shall be required to pay to

the appropriate taxing authority the amount of any real property exemptions received. The amount of benefits recaptured shall be the difference between the amount of payment in lieu of taxes paid and the amount that would have been paid in real estate taxes if the Agency did not have an interest in the Project.

Section 6.2 Notwithstanding anything contained within the Agreement to the contrary, the Agency and the Company have entered into that certain Agent and Financial Assistance Project Agreement, dated as of March 24, 2023 (the "Agent Agreement"), pursuant to which the Agency has the right to terminate, recapture, and/or modify the Company's real property tax exemption benefits, as identified herein, upon the terms and conditions set forth in the Agent Agreement. The Company covenants and agrees that, if at any time, it fails to maintain its covenants and/or the terms and conditions as set forth in the Agent Agreement so as to effect a Recapture Event Determination as described within the Agent Agreement, then the Company may be subject to immediate termination or modification of this Agreement and/or be required to pay to the Agency an amount equal to any or all of real property tax exemption benefits as prescribed by the terms and conditions of the Agent Agreement.

Section 7. Events of Default.

Section 7.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section I hereof within thirty (30) days after the Payment Date (the "Delinquency Date") and failure to pay same within twenty (20) days after receipt of notice of said delinquency; (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; and failure to pay same within the twenty (20) days after receipt of notice of said delinquency; and/or (iii) cure any occurrence and/or continuance of any events of default under the Lease Agreement and/or the Leaseback Agreement after any applicable notice and cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Affected Tax Jurisdictions) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

Section 7.2 If payments pursuant to Section I herein are not made by the Delinquency Dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows: (A) with respect to payments to be made pursuant to Section 1 hereof, if said payment is not received by the Delinquency Date defined in Section 7.1 above, the Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5.00%) of the amount due, and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest shall accrue and be paid on the total

amount due plus a late payment penalty in an amount equal to one percent (1%) per month until the payment is made; and (B) with respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, the Company shall pay, in addition to said payment, the applicable penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

Section 8. Survival of the Company's Obligations.

Section 8.1 The obligations of the Company under this Agreement shall survive the termination or expiration of the Leaseback Agreement, for whatever reason terminated or expired.

Section 9. Assignment.

Section 9.1 No portion of any interest in this Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld or delayed.

Section 10. Miscellaneous.

Section 10.1 Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which together shall constitute a single instrument.

Section 10.2 Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified mail, return receipt requested, postage prepaid. Such communications must be sent to the respective party at the following address (or at such other address for a party as shall be specified in a notice given in accordance with this Section:

To the Agency: County of Cattaraugus Industrial Development Agency
9 East Washington Street
Ellicottville, New York 14731
Attn: Corey R. Wiktor, Executive Director
Email: corey@cattcoida.com

With a copy to: Harris Beach PLLC
726 Exchange Street, Suite 1000
Buffalo, NY 14210
Attn: Robert G. Murray, Esq.
Email: bmmurray@harrisbeach.com

To the Company: Cimolai-HY LLC
c/o Related Companies
30 Hudson Yards, 82nd Floor
New York, New York 10001
Attn: John Kelly, Member Board of Managers
Email: john.kelly@related.com

With a copy to: Phillips Lytle LLP
One Canalside, 125 Main Street
Buffalo, New York 14203
Attn: Milan K. Tyler, Esq.
Email: mtyler@phillipslytle.com

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

Section 10.3 Applicable Law. This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Cattaraugus County, New York.

Section 10.4 Nonrecourse. Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency or the Affected Taxing Jurisdictions, as the case may be, by the Company. No member of the Agency nor any person executing this Agreement on the Agency's behalf shall be liable personally under this Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officers, agents, servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Agreement.

Section 10.5 Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent, and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

Section 10.6 Section Headings Not Controlling. The headings of the several Sections in this Agreement have been prepared for convenience of reference only and shall not control or affect the meaning of or be taken as an interpretation of any provision of this Agreement.

Section 10.7 No Waiver. In the event any agreement herein should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.8 Amendment. This Agreement may not be amended, changed, modified or altered except in writing executed by the parties hereto.

Section 10.9 Complete Agreement. Unless supplemented or otherwise amended in writing by the Company and the Agency in accordance with the laws of the State of New York, this Agreement constitutes the parties' entire agreement with respect to the subject set forth herein, and no other agreements or policies, written or unwritten, implied or express, will be deemed effective.

Section 10.10 Change in Tax Parcel or Tax Account Identification Numbers. Any change, amendment, increase, or decrease of the tax identification or parcel numbers currently used by the City to identify or classify all or any part of the Facility shall not modify this Agreement.

Section 10.11 Termination. In the event the Leaseback Agreement and the Lease Agreement are terminated for any reason, this Agreement shall be terminated as of the effective date of the termination of such agreements.

[Remainder of Page Intentionally Left Blank]

[Signature page to PILOT Agreement]

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

**COUNTY OF CATTARAUGUS INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Name: Corey R. Wiktor
Title: Executive Director

CIMOLAI-HY LLC

By: _____
Name: John Kelly
Title: Authorized Signatory

[Signature page to PILOT Agreement]

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

**COUNTY OF CATTARAUGUS INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Corey R. Wiktor
Title: Executive Director

CIMOLAI-HY LLC

By:  _____
Name: John Kelly
Title: Authorized Signatory

[Acknowledgment Page to the PILOT Agreement]

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

On the 3rd day of April, 2023, before me, the undersigned, personally appeared **COREY R. WIKTOR**, 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

KATHLEEN A. DRUMM
Notary Public State of New York
Qualified in Erie County
My Commission Expires: June 30, 2026
ID# 01 DR 486 4331

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of April, 2023, before me, the undersigned, personally appeared **JOHN KELLY**, 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

[Acknowledgment Page to the PILOT Agreement]

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

On the _____ day of April, 2023, before me, the undersigned, personally appeared **COREY R. WIKTOR**, 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

STATE OF New York)
COUNTY OF New York) SS.:

On the 26th day of April, 2023, before me, the undersigned, personally appeared **JOHN KELLY**, 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.

SHANNON COLLEEN VALCARCEL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01VA6361982
Qualified in Suffolk County
My Commission Expires 07-24-2025

Shannon Valcarcel
Notary Public

PILOT Agreement dated as of May 1, 2023,
 by and between the County of Cattaraugus Industrial Development Agency,
 and CIMOLAI-HY LLC
 SBL Nos: 94.048-1-2.1 and 94.048-1-28
 Expiration of Lease: December 31, 2039

SCHEDULE A

PILOT Year	Fixed Dollar Amount PILOT Payment
1	\$250,000
2	\$255,000
3	\$260,000
4	\$265,000
5	\$270,000
6	\$325,000
7	\$330,000
8	\$335,000
9	\$345,000
10	\$350,000
11	\$406,189
12	\$412,282
13	\$418,466
14	\$424,743
15	\$431,115
16	Full Tax, a real property tax payment to be made as if the Agency did not have an interest in the Property