

INDUCEMENT AGREEMENT AND PROJECT AGREEMENT

THIS INDUCEMENT AGREEMENT AND PROJECT AGREEMENT RELATING TO THE **ALL SEASONINGS INGREDIENTS, INC. FACILITY** (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 **ALL SEASONINGS INGREDIENTS, INC.**, a corporation duly organized, validly existing and in good standing under the laws of the State of New York, with offices at 1043 Freedom Drive, Oneida, New York 13421 (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 has submitted to the Agency an Application for Financial Assistance dated March 25, 2024, which Application may be amended from time to time prior to closing of the sale-leaseback or lease-leaseback transaction described below (the "Application") requesting that the Agency assist in the renovation of a 63,000± square foot building, loading docks and parking lot (collectively, the "Improvements") situated on a 7.24± acre parcel of land located at 102 East Seneca Street, Suite 715, City of Sherrill, Town of Vernon, Oneida County, New York (the "Land") and acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of importing, manufacturing and distributing high quality spices and ingredients (the Land, the Improvements and the Equipment referred to collectively as the "Facility" and the acquisition, renovation and equipping of the Facility is referred to collectively as the "Project").

(b) ONX3-1.6, LLC (the "Owner") owns the Land and the Improvements and leases them to the Company. The Company will lease the Facility to the Agency and the Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement (the "Leaseback Agreement").

1.04. (a) The Company hereby represents to the Agency that the 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, and 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.

(b) The Company currently operates a facility located at 1043 Freedom Drive, City of Oneida, Oneida County, New York (the "Oneida Facility") and hereby represents that the Project will help to expand and enhance operations at the Oneida Facility.

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

1.06. On March 26, 2024, the Agency adopted a resolution (the "Resolution" or the "Inducement Resolution") agreeing to undertake the 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 a sale-leaseback or lease-leaseback transaction in connection with the Project. The Project has not/did not commence(d) as of March 26, 2024.

1.07. In the Resolution, the Agency appointed the Company and its agents and other designees, as its agent for the purposes of the Project, and such appointment includes the following activities as they relate to the Project, whether or not the materials, services or supplies described below are incorporated into or become an integral part of the Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the Project, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the 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 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 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 the form of exemption from sales and use taxes on materials and/or equipment used or incorporated in the Facility and abatement of real property taxes on the Facility for a period of ten years, which is consistent with the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final

Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein (collectively, the "Financial Assistance").

(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 \$70,153
- Exemptions from real property taxes valued at approximately \$484,704

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 Project is to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of the Project facility 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 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 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 PILOT Agreement unless all conditions described in Section 4.02 hereof are met to the satisfaction of the Agency.

Article 2. Undertakings on the Part of the Agency. Based upon the statements, representations and undertakings of the Company regarding the 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) a sale-leaseback or lease-leaseback transaction, (ii) the acquisition, renovation and equipping of the Facility, and (iii) the leasing of the Facility to the Company pursuant to the Leaseback Agreement, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company and (B) shall enter into a sale-leaseback or lease-leaseback transaction pursuant to the terms of the Act, as then in force, for the purpose of financing certain costs of the Facility.

2.02. The Leaseback Agreement shall be for an approximate ten (10) year term and shall obligate the Company to make aggregate basic payments in the amount of \$750.00 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 Facility for an aggregate amount of \$1.00, plus such additional amounts as shall

be prescribed in the Leaseback Agreement. The Leaseback Agreement 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 Project and the installation, replacement, rebuilding, restoration, repair, maintenance and operation of the 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 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 Project and repair and maintain the 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 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. In the Application, the Company represented that it will retain the existing 115 FTEs at the Oneida Facility for the Lease Term and create an additional 15 FTEs at

the Facility by the end of the third year of the Lease Term and maintain all for the duration of the Lease Term as a result of undertaking the Facility (the "Employment Obligation"). The Company acknowledges that the Financial Assistance is conditioned upon the Company maintaining the Employment Obligation for the term of the Leaseback Agreement and completing the Project substantially as it represented in the Application, and failure to do so may result in the termination or recapture of Financial Assistance.

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

3.04. Contemporaneously with the closing of the sale-leaseback or lease-leaseback transaction the Company will enter into 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 Facility for labor or materials furnished in connection with the 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 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 Facility including the failure to comply with the provisions of Article 3.05 hereof, or arising, directly or indirectly, out of the Project or the ownership, acquisition, operation, maintenance, repair or financing of the 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 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 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 sale-leaseback or 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 Facility, the Project, the operation and maintenance of the 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 Project, or are in any manner otherwise payable directly or indirectly in connection with the Project, the Company shall pay the same and 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 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. The Company acknowledges that the financial assistance currently authorized by the Agency is limited to \$70,153.00 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 exceed this amount. Upon the closing of the sale-leaseback or lease-leaseback transaction, the Agency will issue an agency appointment letter in the full value of the amount authorized.

3.10. If the 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 Project location, 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 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 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 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 Employment Obligation; or

(f) the Company failed to submit to the Agency its annual report so that the Agency can confirm that the Project is achieving the Employment Obligation and other objectives of the 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 \$554,857.00 in the aggregate. If the Company determines that the Project is considered to be a "covered project" under the Prevailing Wage Requirements, the Company acknowledges it is 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 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 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 Leaseback Agreement becomes effective.

It is the intent of the Agency and the Company that this AGREEMENT be superseded in its entirety by 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 lease-leaseback transaction and the execution of 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 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 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 sale-leaseback or 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 project; based upon the projections in the Company's Application, the transaction fee for the Project is estimated at \$5,000.00 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 lease-leaseback transaction or complying with any requests after closing relating to the 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 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 has 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 Project as of the extension date.

4.05. If for any reason the 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 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 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 Project and will pay the reasonable fees of counsel for the Agency and Transaction Counsel for legal services relating to the 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 March 26, 2024.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
~~David C. Grew~~ 
Chairman ~~Chairman~~

ALL SEASONINGS INGREDIENTS, INC.

By: 
Brendan Farnach
President

CERTIFICATION OF PROJECT OPERATOR

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

BRENDAN FARNACH, being first duly sworn, deposes and says:

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



(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury
this 31st day of May, 2024.



(Notary Public)



EXHIBIT A
PILOT AGREEMENT

ALL SEASONINGS INGREDIENTS, INC.

and

ONX3-1.6, LLC

and

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Oneida County Industrial Development Agency
2024 Real Estate Lease
(All Seasonings Ingredients, Inc. Facility)

Oneida County, City of Sherrill, Town of Verona, Vernon-Verona-Sherrill School District

Tax Account Nos.: [TO BE PROVIDED BY COMPANY]

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of _____, 2024, is by and among **ALL SEASONINGS INGREDIENTS, INC.**, a corporation duly organized, validly existing and in good standing under the laws of the State of New York, with offices at 1043 Freedom Drive, Oneida, New York 13421 (the "Company"), **ONX3-1.6, LLC**, a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York (the "Owner") 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 has requested the Agency's assistance in connection with the renovation of a 63,000± square foot building, loading docks and parking lot (collectively, the "Improvements") situated on a 7.24± acre parcel of land located at 102 East Seneca Street, Suite 715, City of Sherrill, Town of Vernon, Oneida County, New York (the "Land") and acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of importing, manufacturing and distributing high quality spices and ingredients (the Land, the Improvements and the Equipment referred to collectively as the "Facility" and the acquisition, renovation and equipping of the Facility is referred to collectively as the "Project"); and

WHEREAS, the Owner owns the Land and will construct the Improvements for the Company; and

WHEREAS, the Owner leases the Land and Improvements to the Company pursuant to a Lease Agreement dated February 6, 2024 (the "Operating Lease Agreement"); and

WHEREAS, in order to induce the Company to undertake the Project, the Agency is willing to acquire a leasehold interest in the Land, Improvements and Equipment constituting the Facility and lease said Land, Improvements and Equipment to the Company pursuant to the terms and conditions contained in a Leaseback Agreement dated as of _____, 2024 (the "Leaseback Agreement"); and

Sch-A

WHEREAS, the Agency has agreed to acquire an 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 will 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 commencing March 1, 2025 (the "Exempt Taxes"), because the Agency will own a 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 under the Operating Lease Agreement and as sublessee of the Facility leased by the Agency, will, in fact, have Exempt Taxes to pay under the provisions of the 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, the Owner and the Company deem it necessary and proper to enter into this agreement making provision for payments-in-lieu-of-taxes and such assessments by the Company to the City of Sherrill, the Town of Vernon, 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, the County of Oneida, Vernon-Verona-Sherrill 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 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 (or the Owner, subject to the terms of the Operating Lease Agreement) 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 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 each Exemption Year as follows:

- i. One-third of Exempt Taxes years one through and including five;
- ii. Two-thirds of Exempt Taxes years six through and including ten; and
- iii. One hundred percent of Exempt Taxes after year ten.

(b) Anything herein to the contrary, notwithstanding, this Agreement shall terminate on the date on which the Leaseback Agreement shall terminate and the Agency shall terminate its interest in the Facility pursuant to the Leaseback Agreement. The benefits under this Agreement are subject to the terms and conditions of a certain Job Creation and Recapture Agreement between the Agency and the Company dated as of _____, 2024.

(c) 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 Leaseback Agreement, and the Agency may take any one or all remedial steps afforded it in Section 7.2 of the 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 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 Owner and the Company each 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 Owner or 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 Owner and the Company will each 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 Owner or 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 Owner and/or 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 Owner and/or the Company in all respects in any such proceeding at the sole cost and expense of the Company provided, however, that the Owner or the Company, as appropriate, must provide written notice to the Agency at least forty-five (45) days prior to filing for a change in assessment 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, each of the Owner and the Company hereby unconditionally and irrevocably waives its respective 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 Owner and/or 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, the Owner 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: All Seasonings Ingredients, Inc.
1043 Freedom Drive
Oneida, New York 13421
Attn.: Brendan Farnach, President

With a Copy To: Campanie & Wayland-Smith PLLC
123 Farrier Avenue
Oneida, New York 13421
Attn.: John Campanie, Esq.

To the Owner: ONX3-1.6, LLC
Post Office Box 2279
Jupiter, Florida 33468
Attn.: Robert Trafford, Member

With a Copy To: Hancock Estabrook LLP
1800 AXA Tower I
100 Madison Street
Syracuse, New York 13202
Attn.: Christian J. Danaher, Esq.

provided, that the Agency, the Owner and the Company 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) Nothing in this Agreement is intended to modify the rights and obligations of the Owner and the Company, respectively, under the Operating Lease Agreement. It is the intention of the Agency that the financial assistance under this Agreement is intended to inure to the benefit of the Company; nothing in this Agreement is intended to confer any financial assistance to the Owner.

[signature pages follow]

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

ALL SEASONINGS INGREDIENTS, INC.

By: _____
Brendan Farnach
President

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

On the ____ day of _____ 2024 before me, the undersigned a notary public in and for said state, personally appeared **Brendan Farnach**, 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/she/they executed the same in his/her/their capacity, and that by his/her/their 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 PILOT AGREEMENT
ALL SEASONINGS INGREDIENTS, INC. FACILITY

ONX3-1.6, LLC

By: _____
Robert Trafford
Member

STATE OF FLORIDA)
 : ss.:
COUNTY OF)

On the ____ day of _____ 2024 before me, the undersigned a notary public in and for said state, personally appeared **Robert Trafford**, 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

THIRD SIGNATURE PAGE TO PILOT AGREEMENT
ALL SEASONINGS INGREDIENTS, INC. FACILITY

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Stephen R. Zogby
Chairman

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

On the _____ day of _____ 2024 before me, the undersigned
a notary public in and for said state, personally appeared **Stephen R. Zogby**, 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

CITY OF SHERRILL

Receiver of Taxes
337 Sherrill Road
Sherrill, New York 13461

TOWN OF VERNON

Receiver of Taxes
P.O. Box 643
Vernon, New York 13476

VERNON-VERONA-SHERRILL CENTRAL SCHOOL DISTRICT

Receiver of Taxes
5275 State Route 31
Verona, New York 13478

Sch-A

SCHEDULE B

EXEMPTION YEARS

Exemption Year	Assessment Roll Year	County/Town Taxes	School Taxes
Year One	03/01/2025	01/01/2026 – 12/31/2026	07/01/2025 – 06/30/2026
Year Two	03/01/2026	01/01/2027 – 12/31/2027	07/01/2026 – 06/30/2027
Year Three	03/01/2027	01/01/2028 – 12/31/2028	07/01/2027 – 06/30/2028
Year Four	03/01/2028	01/01/2029 – 12/31/2029	07/01/2028 – 06/30/2029
Year Five	03/01/2029	01/01/2030 – 12/31/2030	07/01/2019 – 06/30/2030
Year Six	03/01/2030	01/01/2031 – 12/31/2031	07/01/2030 – 06/30/2031
Year Seven	03/01/2031	01/01/2032 – 12/31/2032	07/01/2031 – 06/30/2032
Year Eight	03/01/2032	01/01/2033 – 12/31/2033	07/01/2032 – 06/30/2033
Year Nine	03/01/2033	01/01/2034 – 12/31/2034	07/01/2033 – 06/30/2034
Year Ten	03/01/2034	01/01/2035 – 12/31/2035	07/01/2034 – 06/30/2035

EXHIBIT B
FORM OF ANNUAL REPORT TO AGENCY

Anthony J. Picante 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 Betrus, 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

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 tfitzgerald@mvedge.org 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" →

20 Schedule of Supplemental Information (Straight Lease) 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.