

YATES COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

OAK HILL BULK FOODS, INC.

AMENDED AND RESTATED PAYMENT IN LIEU OF TAX AGREEMENT

**Oak Hill Bulk Foods, Inc. Project
2021 Facility Expansion and Redevelopment Project**

Address and Tax Map Number:

3173 Route 14A, Town of Milo, Yates County, New York

TMID No.: 86.01-1-1.21

Dated as of December 1, 2021

Affected Tax Jurisdictions:

Yates County

Town of Milo

Penn Yan Central School District

AMENDED AND RESTATED TAX AGREEMENT

THIS AMENDED AND RESTATED TAX AGREEMENT (the "Agreement"), dated as of the 1st day of December, 2021, is by and between the **YATES COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at One Keuka Business Park, Suite 104, Penn Yan, New York 14527 (the "Agency") and **OAK HILL BULK FOODS, INC.**, a New York business corporation having offices at 3173 Route 14A, Penn Yan, New York 14527 (the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 113 of the Laws of 1975 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 Agency previously undertook a certain project (the "2017 Project") for the benefit of the Company consisting of: (1) the acquisition of an interest in an approximately 3.50 acre parcel of land located at 3173 Route 14A in the Town of Milo, Yates County, New York (the "Land") on which land is located an approximately 3,344 square foot building (the "2017 Existing Facility"), (2) the construction of an addition to the 2017 Existing Facility (the "2017 Addition") (the "2017 Existing Facility and the 2017 Addition hereinafter collectively referred to as the "2017 Facility") and (3) the acquisition and installation therein and thereon of certain machinery and equipment (the "2017 Equipment"), all of the foregoing to be owned and operated by the Company (the Land, the 2017 Facility and the 2017 Equipment being collectively referred to as the "2017 Project Facility"); and

WHEREAS, in furtherance of the 2017 Project, the Agency and the Company entered into (i) a certain Lease to Agency, dated as of December 1, 2017 (the "2017 Lease Agreement"), (ii) a certain Lease Agreement, dated as of December 1, 2017 (the "2017 Leaseback Agreement"), (iii) a certain Payment-in-lieu-of-Tax Agreement, dated as of December 1, 2017 (the "2017 Tax Agreement"), and (iv) related documents (collectively, the "2017 Agency Documents"); and

WHEREAS, the Company, for itself or on behalf of an entity formed or to be formed by it or on its behalf has submitted an application (the "Application") to the Agency requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (A) the retention by the Agency of a leasehold interest in the Land on which there is located an approximately 17,000 square foot building (the "Existing Improvements"), (B) the planning, design, construction and operation of an approximately 5,000 square foot addition to the Existing Improvements (the "Improvements") and (C) the acquisition of and installation in and around the Land and the Improvements by the Company of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land, the Existing Improvements and the Improvements, the "2021 Facility", and collectively hereafter with the 2017 Project Facility, the "Facility"); and

WHEREAS, in order to induce the Company to acquire, renovate, construct and equip the 2021 Facility, the Agency is willing to retain its leasehold interest in the Land, the 2017 Improvements, and the 2017 Equipment constituting the 2017 Facility pursuant to the 2017 Lease Agreement, as amended and restated as of the date hereof, and lease said Land, 2017 Improvements, and 2017 Equipment constituting the 2017 Facility and 2021 Facility back to the Company pursuant to the terms and conditions of an Amended and Restated Leaseback Agreement, dated as of date hereof (the "Leaseback Agreement"); and

WHEREAS, in furtherance of the foregoing, the Agency and Company desire to fully amend and restate the 2017 Tax Agreement in accordance with the term and conditions set forth herein; 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.

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 – Amendment and Restatement of 2017 PILOT Agreement; Prior Exemption Application; Payment in Lieu of Ad Valorem Taxes:

Section 1.1 A. The Agency and Company hereby acknowledge and agree that the 2017 Tax Agreement is hereby amended and restated pursuant to the terms of this Agreement. The parties acknowledge and agree that pursuant to the 2017 Tax Agreement, it was the intention of the parties to place the Land and 2017 Improvements on exempt roll Section 8 beginning as of the March 1, 2018 taxable status date. Notwithstanding the foregoing, it is the intention of the parties to recognize the Agency's continued interest in the 2017 Facility pursuant to the Amended and Restated Lease Agreement and Leaseback Agreement as a basis to place the 2017 Facility and 2021 Facility on exempt roll Section 8 for the term hereof and cause PILOT Payments to be made by the Company in accordance with the terms hereof. Subject to the completion and filing by the taxable status date **March 1, 2022** (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 and Section 874 of the Act and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review, the Facility shall be exempt from Real Estate Taxes during the term hereof and the Leaseback Agreement. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the Town, County and School. The Company shall provide to the Agency with 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 or Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Leaseback Agreement to the contrary, in the event the

exemption from Real Estate Taxes is denied for any 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 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; 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 except to the extent that such denial results solely from the failure of the Agency to file the Exemption Application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date.

B. Payee. 1. 2017 Facility. After December 1, 2017 and (i) as long as the 2017 Facility is owned by or leased to the Agency or under its jurisdiction, control or supervision, and (ii) the Leaseback Agreement is in full force and effect, the Company agrees to pay annually to the Agency as a payment in lieu of taxes, on or before **February 1** of each calendar year for Town and County taxes and on or before **October 1** of each calendar year for School taxes (collectively, the “Payment Date”), commencing on **February 1, 2019** and **October 1, 2018**, respectively, an amount equal to the Total Tax Payment, as described on Schedule A-1 attached hereto.

The parties agree and acknowledge that payments made hereunder (as more fully set forth within Schedule A-1 hereto) 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.

2. 2021 Facility. As long as the 2021 Facility is owned by or leased to the Agency or under its jurisdiction, control or supervision, and the Leaseback Agreement is in full force and effect, the Company agrees to pay annually to the Agency as a payment in lieu of taxes, on or before **February 1** of each calendar year for County and Town taxes and on or before October 1 of each calendar year for School taxes, commencing on **February 1, 2023** and **October 1, 2022**, respectively, an amount equal to the Total Tax Payment, as described on Schedule A-2 attached hereto.

The parties agree and acknowledge that payments made hereunder (as more fully set forth within Schedule A-2 hereto) 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.

1.2 Allocation. The Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder (if any) within thirty (30) days of 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.

1.3 Tax Rates. For purposes of determining the allocation of the Total Tax Payments among the Affected Tax Jurisdictions, the Agency shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For County and Town purposes, the tax rates used to determine the allocation of the Total Tax Payments shall be the tax rates relating to the calendar year which includes the Payment Date. For School District purposes, the tax rates used to determine the Total Tax Payment shall be the rate relating to the budget and/or school year which includes the Payment Date.

1.4 Valuation of Future Additions to the Facility: If there shall be a future addition to the Facility constructed or added in any manner after the date of this 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, plans and specifications, and any other relevant 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 Tax Payment. The Agency shall notify the Company of any proposed increase in the Total Tax 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 Total Tax Payment until a different Total Tax Payment shall be established. If a lesser Total Tax Payment is determined in any proceeding or by subsequent agreement of the parties, the Total Tax 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 Tax Payments.

1.5 Period of Benefits; Interim Real Estate Taxes. A. 2017 Facility. With respect to the 2017 Facility, the tax benefits provided for herein should be deemed to include (i) the 2018-2019 School tax year through the 2027-2028 School tax year, and (ii) the 2019 County and Town tax years through the 2028 County and Town tax years. This Agreement, with respect to the 2017 Facility, shall expire on **December 31, 2028**; *provided, however*, the Company shall pay the 2028-2029 School tax bill and the 2029 County and Town tax bills on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. In no event shall the Company be entitled to receive tax benefits relative to the 2017 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. The Company agrees that it will not seek any tax exemption for the 2017 Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPTL"). It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

B. 2021 Facility. With respect to the 2021 Facility, the tax benefits provided for herein should be deemed to include (i) the 2022-23 School tax year through the 2031-32 School

tax year, and (ii) the 2023 County and Town tax years through the 2032 County and Town tax years. This Agreement, with respect to the 2021 Facility, shall expire on **December 31, 2032**; *provided, however*, the Company shall pay the 2032-33 School tax bill and the 2033 County and Town tax bills on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. In no event shall the Company be entitled to receive tax benefits relative to the 2021 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. The Company agrees that it will not seek any tax exemption for the 2021 Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed) supersede and are in substitution of the exemptions provided by Section 485-b of the RPTL. It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

Section 2 - Special District Charges, Special Assessments and other Charges. Special district charges, special assessments, and special ad valorem levies (specifically including but not limited to fire district charges), and pure water charges and sewer charges are to be paid in full in accordance with normal billing practices.

Section 3 - Transfer of Facility. In the event that the Facility is transferred from the Agency to the Company (the lease/leaseback agreements are terminated), and the Company is ineligible for a continued tax exemption under some other tax incentive program, or the exemption results in a payment to the Affected Tax Jurisdictions in excess of the payment described in Section I herein, or this Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

Section 4 - Assessment Challenges.

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 were the owner of the Facility, with respect to any proposed assessment or change in assessment exclusively with respect to the Added Value (as defined within Schedule A, hereto) associated with 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. The foregoing rights shall not include the right to challenge the "Base Valuation", as defined within Schedule A-1 and Schedule A-2, as applicable.

4.2 Subject to the restrictions associated with Section 4.1, above, the Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special

benefit, 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 Agreement and relating to the Added Value, as if and to the same extent as if the Company were the owner of the Facility.

4.3 The Company shall (i) cause the appropriate real estate tax assessment office and tax levy officers to assess the Facility and apply tax rates to the respective assessments as if the Facility were owned by the Company, (ii) file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers.

Section 5 - Changes in Law. 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 - Events of Default.

6.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section I within thirty (30) days of the Payment Date (the "Delinquency Date"); (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; or (iii) the occurrence and continuance of any events of default under the Leaseback Agreement after any applicable 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.

6.2 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. With respect to payments to be made pursuant to Section I herein, if said payment is not received by the Delinquency Date defined in Section 7.1 herein, Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, Company shall pay, in addition to said payment, the greater of the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

Section 7 - Assignment. 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 8 - Miscellaneous.

8.1 This Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

8.2 All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

To the Agency: Yates County Industrial Development Agency
One Keuka Business Park, Suite 104
Penn Yan, New York 14527
Attn: Chairman

With a Copy to: Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attn: Russell E. Gaenzle, Esq.

To the Company: Oak Hill Bulk Foods, Inc.
3173 Route 14A
Penn Yan, New York 14527
Attn: Philip D. Riehl, President

With a Copy to: Hunt & Baker
9 Main Street
Dundee, New York 14837
Attn: Peter Baker, Esq.

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.

8.3 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 Yates County, New York.

8.4 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 by the Company. Neither member of the Agency nor any person executing this Agreement on its 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, officer, 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.

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[Signature page to Amended and Restated Tax Agreement]

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

YATES COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Name: Steve Griffin
Title: Chief Executive Officer

OAK HILL BULK FOODS, INC.

By: _____
Name: Philip D. Riehl
Title: President

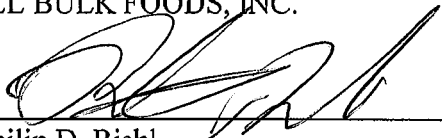
[Signature page to Amended and Restated Tax Agreement]

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

YATES COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name: Steve Griffin
Title: Chief Executive Officer

OAK HILL BULK FOODS, INC.

By:  _____
Name: Philip D. Riehl
Title: President

[Acknowledgment Page to Amended and Restated PILOT Agreement]

State of New York)
County of Yates) ss.:

On the 7th day of December in the year 2021, before me, the undersigned, personally appeared **STEVE GRIFFIN**, 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.

Doreen J. Jensen
Notary Public, State of New York
Qualified in Yates County
No. 01JE6199490
My Commission Expires 01/12/2025
Doreen J. Jensen
Notary Public

State of New York)
County of Yates)

On the ____ day of December in the year 2021, before me, the undersigned, personally appeared **PHILIP D. RIEHL**, 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 Amended and Restated PILOT Agreement]

State of New York)
County of Yates) ss.:

On the ____ day of December in the year 2021, before me, the undersigned, personally appeared **STEVE GRIFFIN**, 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 Yates) ss.:

On the 9 day of December in the year 2021, before me, the undersigned, personally appeared **PHILIP D. RIEHL**, 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

Stephanie R. Herrick
Notary Public, State of New York
Registration No. 6050591
Qualified in Yates County
Expires November 6, 2022

SCHEDULE A-1 (2017 FACILITY)

**AMENDED AND RESTATED TAX AGREEMENT, DATED AS OF DECEMBER 1,
2021, BY AND BETWEEN YATES COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND OAK HILL BULK FOODS, INC.**

“Total Tax Payment” shall be calculated as follows:

Tax Year	County/ Town Tax Years	School Tax Year	Total Taxable Valuation
Year 1	2019	2018-19	Base Valuation, plus (Added Value x .00)
Year 2	2020	2019-20	Base Valuation, plus (Added Value x .10)
Year 3	2021	2020-21	Base Valuation, plus (Added Value x .20)
Year 4	2022	2021-22	Base Valuation, plus (Added Value x .30)
Year 5	2023	2022-23	Base Valuation, plus (Added Value x .40)
Year 6	2024	2023-24	Base Valuation, plus (Added Value x .50)
Year 7	2025	2024-25	Base Valuation, plus (Added Value x .60)
Year 8	2026	2025-26	Base Valuation, plus (Added Value x .70)
Year 9	2027	2026-27	Base Valuation, plus (Added Value x .80)
Year 10	2028	2027-28	Base Valuation, plus (Added Value x .90)

For the term of this Agreement, the Company shall continue to pay full taxes based on the assessed value of the Land and the 2017 Existing Improvements located on the Land as of the date of this Agreement (the "Base Valuation"). During the term of this Agreement, the Base Valuation of the Land shall be increased from time to time by the percentage increase in the assessed valuation in all taxable real property in the Town of Milo, Yates County, New York, as of the respective tax status date for the tax year for which the recalculation is being made.

The Total Taxable Valuation shall be calculated such that a graduated abatement factor ("Abatement Factor") shall be applied to the increased assessed valuation attributable to the 2017 Improvements made to the 2017 Facility by the Company, as an agent of the Agency (the "Added Value"). The abatement schedule shall allow for a one hundred percent (100%) exemption from taxation for the Added Value of the 2017 Improvements in Tax Year 1, with such exemption thereafter being eliminated in ten percent (10%) increments on an annual basis.

Once the Total Taxable Valuation of the 2017 Facility is established using the Abatement Factor, the Total Tax Payment for the 2017 Facility shall be determined by multiplying the Total Taxable Valuation of the 2017 Facility by the respective tax rate for each affected tax jurisdiction (after application of any applicable equalization rate). After the tenth Tax Year, the 2017 Facility shall be subject to full taxation by the Affected Tax Jurisdictions.

Total Taxable Valuation = Base Valuation + (Added Value of 2017 Improvements x Abatement Factor)

Total Tax Payment = Total Taxable Valuation of the 2017 Facility (after equalization) x Tax Rate

SCHEDULE A-2 (2021 FACILITY)

AMENDED AND RESTATED TAX AGREEMENT, DATED AS OF DECEMBER 1, 2021, BY AND BETWEEN YATES COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND OAK HILL BULK FOODS, INC.

“Total Tax Payment” shall be calculated as follows:

Tax Year	County/ Town Tax Years	School Tax Year	Total Taxable Valuation
Year 1	2023	2022-23	Added Value x .00
Year 2	2024	2023-24	Added Value x .10
Year 3	2025	2024-25	Added Value x .20
Year 4	2026	2025-26	Added Value x .30
Year 5	2027	2026-27	Added Value x .40
Year 6	2028	2027-28	Added Value x .50
Year 7	2029	2028-29	Base Valuation, plus (Added Value x .60)
Year 8	2030	2029-30	Base Valuation, plus (Added Value x .70)
Year 9	2031	2030-31	Base Valuation, plus (Added Value x .80)
Year 10	2032	2031-32	Base Valuation, plus (Added Value x .90)

Beginning with Tax Year 7, the Company shall pay full taxes based on the assessed value of the Land and the Existing Improvements located on the Land as of the date of this Agreement (the "Base Valuation"). During the term of this Agreement, the Base Valuation of the Land shall be increased from time to time by the percentage increase in the assessed valuation in all taxable real property in the Town of Milo, Yates County, New York, as of the respective tax status date for the tax year for which the recalculation is being made.

The Total Taxable Valuation shall be calculated such that a graduated abatement factor ("Abatement Factor") shall be applied to the increased assessed valuation attributable to the Improvements made to the 2021 Facility by the Company, as an agent of the Agency (the "Added Value"). The abatement schedule shall allow for a one hundred percent (100%) exemption from taxation for the Added Value of the Improvements in Tax Year 1, with such exemption thereafter being eliminated in ten percent (10%) increments on an annual basis.

Once the Total Taxable Valuation of the 2021 Facility is established using the Abatement Factor, the Total Tax Payment for the 2021 Facility shall be determined by multiplying the Total Taxable Valuation of the 2021 Facility by the respective tax rate for each affected tax jurisdiction (after application of any applicable equalization rate). After the tenth Tax Year, the 2021 Facility shall be subject to full taxation by the Affected Tax Jurisdictions.

Total Taxable Valuation = Base Valuation (if applicable) + (Added Value of Improvements x Abatement Factor)

Total Tax Payment = Total Taxable Valuation of the 2021 Facility (after equalization) x Tax Rate