

**CORRECTION TO SECOND AMENDMENT TO  
PAYMENT IN LIEU OF TAXATION AGREEMENT**

*THIS CORRECTION TO SECOND AMENDMENT TO PAYMENT IN LIEU OF TAXATION AGREEMENT* ("Correction to Second Amendment"), effective the 28 day of February, 2023 which corrects that certain Second Amendment to Payment in Lieu of Taxation Agreement, effective November 9, 2020 ("Second Amendment"), which amended that certain Payment in Lieu of Taxation Agreement, made the 1<sup>st</sup> day of August, 2017 ("PILOT Agreement") by and between the COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having its principal offices located at 548 Broadway, Monticello, New York 12701 ("Agency") and ADELAAR DEVELOPER, LLC, a Delaware limited company, having its principal offices located at 909 Walnut Street, Suite 200, Kansas City, Missouri 64106 ("Company"), which was further amended by that certain First Amendment to Payment in Lieu of Taxation Agreement, dated the 13<sup>th</sup> day of April, 2020 ("First Amendment") by and between the Agency and the Company.

Unless otherwise defined herein, all capitalized terms shall have the meaning given them in the PILOT Agreement.

**RECITALS**

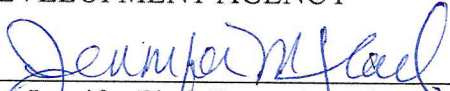
*WHEREAS*, the Agency and Company wish to correct the reference to the FT employment goal to be maintained for the period October 1, 2021 through September 30, 2022, and each FT Employment Year thereafter.

*NOW THEREFORE*, in consideration of the foregoing recital and the mutual terms, conditions, limitations and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Agency agree as follows:

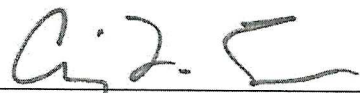
1. The first sentence of Section 3, Employment Obligations, (a) Employment Goals, (ii) FT Employment Goals: subparagraph 3 is hereby deleted and the following shall be substituted in its place and stead:
  - "(3) The Company agrees that an FT employment goal of 263 jobs shall be maintained for the period October 1, 2021 through September 30, 2022 and each FT Employment Year thereafter."
2. Except as herein corrected, all other terms and conditions of the PILOT Agreement shall remain in full force and effect. If there shall be any conflict or inconsistency between the terms of this Correction to Second Amendment, Second Amendment, First Amendment or the PILOT Agreement, the terms of this Correction to Second Amendment shall control.

*IN WITNESS WHEREOF*, the parties hereto have executed this Correction to Second Amendment effective as of the date hereof.

COUNTY OF SULLIVAN INDUSTRIAL  
DEVELOPMENT AGENCY

  
By: Jennifer Flad, Executive Director

Adelaar Developer, LLC

  
By: Craig L. Evans  
Vice President