

AUTHORIZING RESOLUTION

(Alstom Hornell Facility Amtrak HST Industrialization Project)

A regular meeting of the City of Hornell Industrial Development Agency was convened on August 27, 2020.

The following resolution was duly offered and seconded, to wit:

Resolution No. 08/2020 - 01

RESOLUTION OF THE CITY OF HORNELL INDUSTRIAL DEVELOPMENT AGENCY (THE "AGENCY") AUTHORIZING THE AGENCY TO EXECUTE AND DELIVER AN AMENDMENT TO THE THIRD AMENDED AND RESTATED LEASE AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE PREVIOUSLY AUTHORIZED PROVISION OF REAL PROPERTY TAX ABATEMENT BENEFITS IN CONNECTION WITH THE PROJECT (AS DEFINED HEREAFTER).

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 670 of the Laws of 1974 of the State of New York, as amended (hereinafter collectively called the "Act"), the **CITY OF HORNELL INDUSTRIAL DEVELOPMENT AGENCY** (hereinafter called "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping civic, industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, the Agency and **ALSTOM TRANSPORTATION, INC.** (the "Company"), previously entered into a certain Lease Agreement (as defined hereafter) in connection with a certain project (the "Project") undertaken by the Company as agent of the Agency, consisting of: (A) (i) the expansion of the Company's existing "test track" by approximately 1,400 linear-feet; (ii) the reconstruction and expansion of various sections of the Company's existing internal site track; (iii) the construction of an approximately 37,500 square-foot "static test" building; (iv) the construction of an approximately 4,000 square-foot expansion to the Company's existing "pipe shop" building; (v) the demolition and removal of the Company's existing "asbestos and abatement" building and the construction of an approximately 45,000 square-foot "rework and inspection" building thereon, with associated new track and connections to an existing rail system; (vi) the reconfiguration of the Company's existing parking lot (Lot #2) and the installation of improvements and the expansion of the existing gravel parking lot (Lot #4); and (vii) the construction of a 29 foot by 100 foot bridge, containing a single track and adjacent walkway, to carry the expansion of the Company's "test track" over the Canisteo River, with modifications to the existing floodwall, other construction and grading work and the relocation of an existing pump house in order to accommodate the new bridge (collectively, the "Improvements"); and (B) the acquisition and installation in and around the Improvements of certain items of equipment, machinery and other tangible personal property (the "Equipment", and collectively with the Land and the Improvements, the "Facility"); and

WHEREAS, by that certain Lease Agreement, dated as of May 14, 1997, by and between the Agency and GEC Alstom Transportation Inc., predecessor to the Company, as amended by a First Amendment to Lease Agreement, dated as of July 29, 1997, which amendment was further amended by a Second Amendment to Lease Agreement, dated as of June 30, 2000, which amendment was amended and restated by a First Amended and Restated Lease Agreement, dated as of September 1, 2003, which amendment and restatement was further amended and restated by a Second Amended and Restated Lease Agreement, dated as of November 1, 2005, which amendment and restatement was further amended by an Amendment to Lease Agreement, dated as of July 1, 2012, which amendment was further amended and restated by that certain Third Amended and Restated Lease Agreement, dated as of January 1, 2018 (as so amended and restated, the "Lease Agreement"), which amendment and restatement was further amended by that certain First Amendment to Third Amended and Restated Lease Agreement, dated as of March 20, 2018 (as so amended and restated, the "Lease Agreement"), the Agency leased to the Company certain real property and the improvements located thereon, including, but not limited to, the Facility located at 231 East Avenue, City of Hornell, Steuben County, New York, and Milepost SR-331 in the City of Hornell, Steuben County, New York; and

WHEREAS, pursuant to the resolution adopted by the Agency on July 13, 2017 (the "Resolution"), the Agency, among other things authorized a real property tax abatement benefit for the Facility with respect to the Project (the "PILOT Benefit"); and

WHEREAS, the Company has requested that the Agency further amend the Lease Agreement to incorporate the provision of the PILOT Benefit; and

WHEREAS, the Agency desires to adopt a resolution authorizing amendment to the Lease Agreement to incorporate the provision of the PILOT Benefit to the Company and the execution and delivery of any documents necessary and incidental thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE CITY OF HORNELL INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Agency hereby approves amending the Lease Agreement to incorporate the provision of the PILOT Benefit to the Company with respect to the Project.

Section 2. The Agency hereby approves amending "Schedule 3.3" to the Lease Agreement to reflect the PILOT Benefit as provided in **Schedule A** attached hereto.

Section 3. The Chair, Vice Chair and/or Executive Director of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Second Amendment to Third Amended and Restated Lease Agreement and related documents.

Section 4. The officers, employees and agents of the Agency are hereby authorized and directed for, in the name, and on behalf of, the Agency, to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of

the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 5. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<i>Yea</i>	<i>Nay</i>	<i>Absent</i>	<i>Abstain</i>
Samuel Nasca	[X]	[]	[]	[]
Ed Flaitz	[X]	[]	[]	[]
John Carbone	[X]	[]	[]	[]
Dave Parmley	[X]	[]	[]	[]
John Buckley	[X]	[]	[]	[]

The Resolution was thereupon duly adopted.

SECRETARY'S CERTIFICATION
(Alstom Hornell Facility Amtrak HST Industrialization Project)

STATE OF NEW YORK)
CITY OF HORNELL) SS:

I, the undersigned Secretary of the City of Hornell Industrial Development Agency, DO
HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the City of
Hornell Industrial Development Agency (the "Agency"), including the resolution contained
therein, held on August 27, 2020, with the original thereof on file in the office of the Agency,
and that the same is a true and correct copy of the proceedings of the Agency and of such
resolution set forth therein and of the whole of said original insofar as the same related to the
subject matters therein referred to.

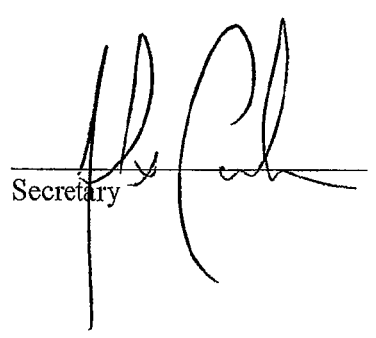
I FURTHER CERTIFY, that all members of said Agency had due notice of said meeting,
that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public
Officers Law (Open Meetings Law), said meeting was open to the general public, and that public
notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present
throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force
and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said
Agency this 27 day of August, 2020.

Secretary



SCHEDULE A

Proposed Amended Schedule 3.3 of the Lease Agreement

June Payment Schedule

Period	Car Shop	Engineering Building	Motor Shop	Apparatus Shop	Total PILOT (Due 6/30)
2017	35,990.00	17,995.00	17,995.00	17,995.00	89,975.00
2018	37,069.00	18,535.00	18,535.00	18,535.00	92,674.00
2019	38,181.00	19,091.00	19,091.00	19,091.00	95,454.00
2020	39,326.43	19,663.73	19,663.73	19,663.73	98,317.62
2021	40,506.22	20,253.64	20,253.64	20,253.64	101,267.15
2022	41,721.41	20,861.25	20,861.25	20,861.25	104,305.16
2023	42,973.05	21,487.09	21,487.09	21,487.09	107,434.32
2024	44,262.24	22,131.70	22,131.70	22,131.70	110,657.35
2025	45,590.11	22,795.65	22,795.65	22,795.65	113,977.07
2026	46,957.81	23,479.52	23,479.52	23,479.52	117,396.38
2027	48,366.55	24,183.91	24,183.91	24,183.91	120,918.27
2028	49,817.54	24,909.42	24,909.42	24,909.42	124,545.82
2029	51,312.07	25,656.71	25,656.71	25,656.71	128,282.19
2030	52,851.43	26,426.41	26,426.41	26,426.41	132,130.66

December Payment
Schedule

Period	New Car Facility	End of Cycle	Static Test	Test Track	Total PILOT (Due 12/31)
2017	138,423.00				138,423.00
2018	142,576.00				142,576.00
2019	146,853.00				146,853.00
2020	151,259.00	108,000.00	100,000.00	10,000.00	369,259.00
2021	155,796.77	111,240.00	103,000.00	10,300.00	380,336.77
2022	155,857.43	114,577.20	106,090.00	10,609.00	387,133.63
2023	155,918.12	118,014.52	109,272.70	10,927.27	394,132.61
2024	155,978.84	121,554.95	112,550.88	11,255.09	401,339.76
2025	156,039.59	125,201.60	115,927.41	11,592.74	408,761.34
2026	156,100.37	128,957.65	119,405.23	11,940.52	416,403.77
2027	156,161.18	132,826.38	122,987.39	12,298.74	424,273.68
2028	156,222.02	136,811.17	126,677.01	12,667.70	432,377.90
2029	156,282.89	140,915.50	130,477.32	13,047.73	440,723.44
2030	156,343.79	145,142.97	134,391.64	13,439.16	449,317.56

* Highlighted fields reflect amendment to Schedule 3.3 of the Lease Agreement necessary to incorporate the provision of the PILOT Benefit for the Facility.