

## FIRST AMENDMENT TO PILOT AGREEMENT

THIS **FIRST AMENDMENT TO PILOT AGREEMENT**, dated as of September 1, 2019 (the "First Amendment"), by and between the **TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York, with offices at 401 East State Street, Suite 402B, Ithaca, New York 14850 (the "Agency"), and **NUT BROWN REALTY, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York, with an address of 122 Ithaca Beer Drive, Ithaca, New York 14850 (the "Company").

### WITNESSETH:

WHEREAS, the Agency was created by Title I of Article 18-A of the General Municipal Law ("GML") of the State of New York (the "State"), duly enacted into law as Chapter 1030 of the Laws of 1969 of the State, as amended, and Chapter 535 of the Laws of 1971 of the State, as amended and codified as Section 895-b of the GML (collectively, the "Act"); and

WHEREAS, the Agency and the Company previously entered into that certain Payment in Lieu of Tax Agreement, dated as of December 17, 2015 (the "Original PILOT Agreement"), with respect to the Company's property located at 122 Ithaca Beer Drive in the Town of Ithaca, Tompkins County, New York (TMID No.: 33.-3-2.10) (the "Facility"); and

WHEREAS, as a result of significant costs incurred by the Company related to the Ithaca Area Wastewater Treatment Plant requiring the installation of a pH balance system at the Facility that was not contemplated or required as part of initial project/planning approvals, the Company has requested that the Agency amend the Original PILOT Agreement in order to increase the real property tax abatements and extend the term of the Original PILOT Agreement for three (3) years.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The Original PILOT Agreement is hereby amended as follows:

1. Section 1(b)(iii) is hereby deleted in its entirety and replaced with the following:

(iii) with respect to the portion of the assessed value of the premises attributable to the further improvements to be constructed thereon, the following percentages of the general real property taxes which would be due in respect of the improvements to the premises (i.e., the assessed value of the improvements to the premises) but for its record ownership by the Agency (but without any reference to, or utilization of, Section 485-b of the Real Property Tax law of the State of New York), based on a current assessment of such improvements:

<b>Year of Exemption</b>	<b>Taxes</b>	<b>Payment-in-lieu-of-tax for assessed value of improvements</b>
1	2016-17 School; 2017 Town & County	10%
2	2017-18 School; 2018 Town & County	23%
3	2018-19 School; 2019 Town & County	36%
4	2019-20 School; 2020 Town & County	36%
5	2020-21 School; 2021 Town & County	40%
6	2021-22 School; 2022 Town & County	50%
7	2022-23 School; 2023 Town & County	60%
8	2023-24 School; 2024 Town & County	70%
9	2024-25 School; 2025 Town & County	80%
10	2025-26 School; 2026 Town & County	90%
11	2026-27 School; 2027 Town & County	100% (full taxes paid)

(it being understood and agreed that from the date hereof until such tax status date, said date being the first day of March following the execution of this agreement, the Company shall be obligated to pay or cause to be paid annually to the Taxing Jurisdictions normal real property taxes).

2. Unless otherwise amended pursuant to the terms contained herein, the terms of the Original PILOT Agreement shall remain unchanged.

3. This First Amendment may be executed in several counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

*[Remainder of Page Intentionally Left Blank]*


[Signature Page to First Amendment to PILOT Agreement]

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

**TOMPKINS COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By:   
Name: Heather D. McDaniel  
Title: Administrative Director

**NUT BROWN REALTY, LLC**

By:   
Name: Daniel Mitchell  
Title: Member