

TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

NSF ENFIELD SITE 2, LLC

FIRST AMENDMENT TO TAX AGREEMENT

Dated as of February 1, 2023

Tax Map Number:

9.-1-27.1

Address:

Applegate Road S. and 1805 Mecklenburg Road
Town of Enfield
Tompkins County, New York

FIRST AMENDMENT TO TAX AGREEMENT

THIS FIRST AMENDMENT TO TAX AGREEMENT (this "Amendment") is made as of February 1, 2023 (the "Effective Date") and is by and between **TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices located at 119 East Seneca Street, Suite 200, Ithaca, New York 14850 (the "Agency") and **NSF ENFIELD SITE 2, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York, with offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (the "Company").

WHEREAS, the Company and the Agency entered into that certain Tax Agreement dated as of March 1, 2022 (the "Tax Agreement") pursuant to which the Company receives certain real property tax benefits relating to the Facility (as such term is defined in the Tax Agreement); and

WHEREAS, the Tax Agreement expires on December 31, 2043; and

WHEREAS, the parties hereto wish to modify the Tax Agreement to allow for maximization of real property tax exemption benefits by (i) extending the term of the Tax Agreement by one (1) year, such that the Tax Agreement expires on December 31, 2044; and (ii) amending **Schedule A** to the Tax Agreement to reflect such extended term in the form attached hereto as **Exhibit A**.

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

1. All of the recitals contained above are hereby incorporated herein by reference.
2. Section 1.1(C) "Agreement to Make Payments" is hereby amended and replaced in its entirety as follows:

C. Agreement to Make Payments. As long as the Facility is owned by or subleased to the Agency, the Company agrees to pay annually to the Affected Tax Jurisdictions as a payment in lieu of taxes, on or before October 1 of each year for School District taxes and on or before January 1 of each year for County and Town taxes (collectively, the "Payment Date"), commencing October 1, 2022 and January 1, 2023, respectively, an amount equal to the Total Tax Payment, as defined on **Schedule A** attached hereto. The Company shall make all such Total Tax Payments in the amounts and on the dates specified above, whether or not any such Total Tax Payment is billed by the Agency, the Affected Tax Jurisdictions, or any other party.

3. Section 1.5 "Period of Benefits" is hereby amended and replaced in its entirety as follows:

1.5 Period of Benefits. The tax benefits provided for herein should be deemed to include (i) the 2024/2025 School tax year

through the 2043/2044 School tax year, and (ii) the 2025 County and Town tax years through the 2044 County and Town tax years. This Tax Agreement shall expire on **December 31, 2044**; provided, however, the Company shall pay the 2044/2045 School tax bill and the 2045 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 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, during the term hereof, it will not seek any tax exemption for the 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 ("RPLT"). 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.

3. **Schedule A** is hereby replaced in its entirety with **Schedule A** attached hereto as **Exhibit A**.
4. Except as modified by the terms of this Amendment, all other terms, covenants and conditions of the Tax Agreement are hereby ratified and confirmed.
5. All terms used but not defined herein shall have that meaning given to them in the Tax Agreement.
6. To the extent of any inconsistencies between this Amendment and the Tax Agreement, the terms of this Amendment shall control.
7. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

[Signature Page to First Amendment to Tax Agreement]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Amendment as of the Effective Date.

**TOMPKINS COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Name: Heather McDaniel
Title: Administrative Director

NSF ENFIELD SITE 2, LLC

By: _____
Name: Matthew Ulman
Title: Vice President

[Signature Page to First Amendment to Tax Agreement]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Amendment as of the Effective Date.

**TOMPKINS COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Heather McDaniel
Title: Administrative Director

NSF ENFIELD SITE 2, LLC


By:  _____
Name: Matthew Ulman
Title: Vice President

EXHIBIT A

SCHEDULE A

TO

TAX AGREEMENT DATED AS OF

MARCH 1, 2022 AS AMENDED FEBRUARY 1, 2022, BY AND BETWEEN

YATES COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

NSF ENFIELD SITE 2, LLC

"Total Tax Payment" shall mean an amount equal to the following:

Tax Year	Town and County Tax Year	School District Tax Year	Total Tax Payment
Interim	2023 & 2024	2022/2023 & 2023/2024	Full Taxes
1	2025	2024/2025	\$21,000
2	2026	2025/2026	\$21,420
3	2027	2026/2027	\$21,848
4	2028	2027/2028	\$22,285
5	2029	2028/2029	\$22,731
6	2030	2029/2030	\$23,186
7	2031	2030/2031	\$23,649
8	2032	2031/2032	\$24,122
9	2033	2032/2033	\$24,605
10	2034	2033/2034	\$25,097
11	2035	2034/2035	\$25,599
12	2036	2035/2036	\$26,111
13	2037	2036/2037	\$26,633
14	2038	2037/2038	\$27,166
15	2039	2038/2039	\$27,709
16	2040	2039/2040	\$28,263
17	2041	2040/2041	\$28,828
18	2042	2041/2042	\$29,405
19	2043	2042/2043	\$29,993
20	2044	2043/2044	\$30,593

The Total Tax Payment includes taxation of the Land and the Improvements located thereon.



NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Tompkins County IDA
Street 119 E. Seneca Street, Suite 200
City Ithaca, New York 14850
Telephone no. Day (607) 273-0005
Evening ()
Contact Heather McDaniel
Title Administrative Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name NSF Enfield Site 2, LLC
Street 700 Universe Boulevard
City Juno Beach, Florida 33408
Telephone no. Day ()
Evening ()
Contact Matthew Ulman
Title Vice President

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) 9.-1-27.1
b. Street address Applegate Road S. & 1805 Mecklenburg Rd.
c. City, Town or Village Town of Enfield
d. School District Ithaca
e. County Tompkins
f. Current assessment
g. Deed to IDA (date recorded; liber and page) Lease to IDA (pending; pending)

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) Please see attached PILOT Agreement
b. Type of construction Please see attached PILOT Agreement
c. Square footage
d. Total cost Approx: \$6,700,000*
e. Date construction commenced Immediately
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) December 31, 2044

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment Please see attached First Amendment PILOT Agreement
b. Projected expiration date of agreement December 31, 2044

* Per Occupant's Application to IDA

c. Municipal corporations to which payments will be made

		Yes	No
County	<u>Tompkins</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City	<u>Town of Enfield</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village	<u>N/A</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
School District	<u>Ithaca</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name NSF Enfield Site 2, LLC
 Title Attn: Business Manager-Distributed Generation
 Email: DL-DG-NEER-BUS-MGT@fpl.com
 Address 700 Universe Boulevard
Juno Beach, Florida 33408

e. Is the IDA the owner of the property? Yes No (check one)

If "No" identify owner and explain IDA rights or interest Telephone _____
 in an attached statement. **No - IDA has leasehold interest in property.**

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) Yes No

If yes, list the statutory exemption reference and assessment roll year on which granted:
 exemption _____ assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on _____ (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Heather McDaniel, Administrative Director of _____ of _____
 Name Title
Tompkins County IDA hereby certify that the information
 Organization
 on this application and accompanying papers constitutes a true statement of facts.

February 22, 2023
 Date


 Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
- 3a. Agreement (or extract) date _____
- 3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption \$ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

Date

Assessor's signature