

## FIRST AMENDMENT TO PROJECT AGREEMENT

THIS FIRST AMENDMENT TO PROJECT AGREEMENT (hereinafter, this “Amendment”), made as of the 1st day of March, 2023, 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 119 E. Seneca Street, Suite 200, Ithaca, New York 14850 (the “Agency”) and **GPA MANAGEMENT, LLC**, a Delaware limited liability company having offices at 306 North Cayuga Street, Ithaca, New York 14850 (the “Company”).

### WITNESSETH:

WHEREAS, the Agency and Company previously entered into a certain Project Agreement, dated as of February 17, 2023 (the “Project Agreement”) in connection with a certain Project (as defined within the Project Agreement); and

WHEREAS, the Agency and Company have entered into a certain Tax Agreement, dated as of March 1, 2023 and relating to the Project (the "Tax Agreement", a copy of which is attached hereto), the Agency and Company desire to amend the Project Agreement for the purposes of incorporating the Tax Agreement as a component thereof and Exhibit thereto.

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:

1. Section 2.1(m) of the Project Agreement is hereby amended by adding the following bold and italicized language:

(m) The Company hereby acknowledges and agrees that the foregoing Agency Financial Assistance constitutes "public funds" unless otherwise excluded under Section 224-a(3) of the New York Labor Law, and by executing this Project Agreement, (i) confirms that it has received notice from the Agency pursuant to Section 224-a(8)(d) of the New York Labor Law and (ii) acknowledges its obligations pursuant to Section 224-a(8)(a) of the New York Labor Law. Other than the Agency Financial Assistance estimates provided herein and disclosed to the Company, the Agency makes no representations or covenants with respect to the total sources of "public funds" received by the Company in connection with the Project. If and to the extent that the Company determines that it is necessary and desirable to reduce the overall amount of "public funds" to be received by the Company in connection with the Project, the Agency agrees to work cooperatively with the Company to adjust the total amount of Agency Financial Assistance to be provided to the Company, which will include, but may not be limited to amending this Project Agreement *and/or the Tax Agreement (and if the term of the Tax Agreement is modified, the corresponding terms of the Lease Agreement and Leaseback Agreement shall be modified accordingly)*.

2. Section 4.2 of the Project Agreement shall be replaced in its entirety with the following:

Section 4.2 Tax Agreement. The parties hereto have executed or will execute the Lease Agreement, the Leaseback Agreement and the Tax Agreement. As provided in the Tax Agreement, the Company agrees to certain payments (as described in the Tax Agreement) in addition to paying all special ad valorem levies, special assessments or special district taxes and service charges against real property in the jurisdiction where the Facility is located.

3. Section 6.2(b) of the Project Agreement is hereby amended by adding the following bold and italicized language:

(b) No action taken pursuant to this Section 6.2 (including termination of the Project Agreement) shall relieve the Company from its obligation to make all payments required by ***the Leaseback Agreement, the Tax Agreement or*** Recapture Benefits.

4. Section 7.5 of the Project Agreement is hereby amended by adding the following bold and italicized language:

Section 7.5 The warranties, representations, obligations and covenants of the Company under this Project Agreement shall be absolute and unconditional and shall remain in full force and effect during the term of this Project Agreement, shall be deemed to have been relied upon by the Agency, and shall survive the delivery and termination of this Project Agreement to the Agency, regardless of any investigation made by the Agency. ***This Project Agreement shall survive any termination or expiration of the Leaseback Agreement or the Tax Agreement, as described below.***

5. Schedule A to the Project Agreement shall be amending by adding the following definitions:

"Lease Agreement" shall mean that certain Lease Agreement, dated as of March 1, 2023 (or such other appropriate date) by and between the Company and the Agency.

"Leaseback Agreement" shall mean that certain Leaseback Agreement, dated as of March 1, 2023 (or such other appropriate date) by and between the Company and the Agency.

6. All other provisions of the Project Agreement shall remain unchanged and in full force and effect in accordance with the terms thereof.

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

*(Remainder of page intentionally left blank)*

*[Signature Page to First Amendment to Project Agreement]*

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

TOMPKINS COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: 

Name: Heather McDaniel

Title: Administrative Director

GPA MANAGEMENT, LLC

By: \_\_\_\_\_

Name: A. Frost Travis

Title: Manager

*[Signature Page to First Amendment to Project Agreement]*

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

TOMPKINS COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: \_\_\_\_\_  
Name: Heather McDaniel  
Title: Administrative Director

GPA MANAGEMENT, LLC

By: A. Frost Travis  
Name: A. Frost Travis  
Title: Manager