

**LAURA S. RUBERTO**  
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F: 315.724.2074

May 17, 2018

**VIA CERTIFIED MAIL**

David H. Williams, Assessor  
City of Utica  
One Kennedy Plaza  
Utica NY 13502

*Re: Oneida County Industrial Development Agency  
2018 Lease Amendment and Restatement  
(Matt Brewing Co., Inc. Brewery Modernization and Capacity Expansion Facility)*

Dear Mr. Williams:

Enclosed you will please find Form RP-412-a (Application for Real Property Tax Exemption) in connection with the above-referenced transaction. Attached to the Application is a copy of the Second Amended and Restated Payment in Lieu of Tax Agreement, effective immediately. Also enclosed is a Closing Summary sheet summarizing the PILOT Payments to be made.

We direct your attention to the fact that all PILOT bills should be issued directly to the Company.

Should you have any questions on the enclosed, please do not hesitate to contact our offices.

Very truly yours,



Laura S. Ruberto  
Paralegal

Enclosure

c: Attached Distribution List (w/enclosure)

## Distribution List

### County:

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

Anthony R. Carvelli  
Commissioner of Finance  
Oneida County Finance Department  
800 Park Avenue  
Utica NY 13501

Kathy Pilbeam, Director  
Real Property Tax Services  
Oneida County  
800 Park Avenue  
Utica, New York 13501

County of Oneida  
Receiver of Taxes  
800 Park Avenue  
Utica, New York 13501

### City:

Robert Palmieri, Mayor  
City of Utica  
One Kennedy Plaza  
Utica, New York 13502

Receiver of Taxes  
City of Utica  
Attn: Brian McClusky, Accountant  
One Kennedy Plaza  
Utica, New York 13502

William Morehouse, Comptroller  
City of Utica  
One Kennedy Plaza  
Utica, New York 13502

### School District:

Christopher Salatino, President  
Board of Education  
Utica City School District  
106 Memorial Parkway  
Utica, New York 13501

Bruce J. Karam, Superintendent  
Utica City School District  
106 Memorial Parkway  
Utica, New York 13501

Pamela Backman, Treasurer  
Utica City School District  
106 Memorial Parkway  
Utica, New York 13501

**U.S. Postal Service™**  
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**OFFICIAL USE**

7015 1730 0001 9912 5609

Certified Mail Fee  
 \$ **3.45**

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ **2.15**

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_



Postage  
 \$ **1.63**

Total Postage and Fees  
 \$ **7.83**

Sent To  
**David H. Williams, Assessor**

Street and Apt. No., or PO Box No.  
**One Kennedy Plaza**

City, State, ZIP+4®  
**Utica, NY 13502**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
**David H. Williams, Assessor**  
**One Kennedy Plaza**  
**Utica, NY 13502**



9590 9402 1667 6053 8757 12

2. Article Number (Transfer from service label)  
**7015 1730 0001 9912 5609**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 *Phyllis DeSarro*  Agent  
 Addressee

B. Received by (Printed Name)  
**Phyllis DeSarro**

C. Date of Delivery  
**5/7/18**

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

Adult Signature  Priority Mail Express®

Adult Signature Restricted Delivery  Registered Mail™

Certified Mail®  Registered Mail Restricted Delivery

Certified Mail Restricted Delivery  Return Receipt for Merchandise

Collect on Delivery  Signature Confirmation™

Collect on Delivery Restricted Delivery  Signature Confirmation Restricted Delivery

Insured Mail (Mail Restricted Delivery 10)



**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 Oneida County Industrial Development Agency  
 Street 584 Phoenix Drive  
 City Rome NY 13441  
 Telephone no. Day (315) 338-0393  
 Evening ( ) \_\_\_\_\_  
 Contact Shawna Papale  
 Title Executive Director

**2. OCCUPANT (IF OTHER THAN IDA)**

(If more than one occupant attach separate listing)

Name Matt Brewing Co., Inc.  
 Street 811 Edward Street  
 City Utica NY 13502  
 Telephone no. Day ( 315 ) 624-2400  
 Evening ( ) \_\_\_\_\_  
 Contact Nicholas O. Matt  
 Title Chairman/CEO

**3. DESCRIPTION OF PARCEL**

- a. Assessment roll description (tax map no./roll year) 318.040-1-5.1, 318.040-1-5.2 and 318.032-2-38
- b. Street address 811 and 814 Edward Street, 828, 830, 832, 834, 900, 904 and 908 Court Street
- c. City, Town or Village Utica
- d. School District Utica City School District
- e. County Oneida
- f. Current assessment \_\_\_\_\_
- g. Deed to IDA (date recorded; liber and page) Memoranda of Leases Recorded 7/9/2009 (#R2009-001291, 5/31/12 (#R2012-000648) and 5/16/18 (#R2018-000601)

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

- a. Brief description (include property use) See attached
- b. Type of construction \_\_\_\_\_
- c. Square footage See attached
- d. Total cost See attached
- e. Date construction commenced \_\_\_\_\_
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) June 30, 2029

**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 Company pays \$100,000 year 1; a sum equal to 2008 taxes paid by the Company years 2 - 5; the greater of (a) 2008 taxes paid by the Company or (b) 2/3 of Exempt Taxes years 6 - 9; fixed PILOT Payments years 10 - 19 and 100% of taxes thereafter. Second Amended and Restated PILOT Agreement is attached hereto.

- b. Projected expiration date of agreement June 30, 2029

c. Municipal corporations to which payments will be made

	Yes	No
County _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
School District _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Matt Brewing Co., Inc.  
 Title Nicholas O. Matt, Chairman/CEO  
 Address 811 Edward Street  
Utica NY 13502

e. Is the IDA the owner of the property?  Yes  No (check one)  
If "No" identify owner and explain IDA rights or interest in an attached statement. leasehold interest

Telephone 315-624-2400

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 GML §854 assessment roll year 2009 and 2012

7. A copy of this application, including all attachments, has been mailed or delivered on 5/17/18 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

**CERTIFICATION**

I, David C. Grow, Chairman \_\_\_\_\_ of \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_  
Oneida County Industrial Development Agency hereby certify that the information  
Organization \_\_\_\_\_

on this application and accompanying papers constitutes a true statement of facts.

May 9, 2018  
Date

*David C. Grow*  
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

## **Exhibit A**

Application for Real Property Tax Exemption  
(Form RP-412-a)  
**Oneida County Industrial Development Agency**  
**(Matt Brewing Co., Inc. Facility –**  
**Capacity Expansion and Brewery Modernization Project)**

**Second Amended and Restated PILOT Agreement**  
**Dated as of May 1, 2018**

4(a). Brief Description of **Existing Facility**:

a certain 15,000± square foot bottling facility and 25,000± square foot finished goods warehouse facility (collectively, the “Existing Improvements”), all situated on a 7.1± acre parcel of land located at 811 Edward Street, City of Utica, Oneida County, New York (the “Existing Land”); and equipment acquired and installed in the Existing Improvements, excluding all production machinery and equipment (the “Existing Equipment”), all for the purpose of brewing and bottling beers and soft drinks (the Existing Land, the Existing Improvements and the Existing Equipment referred to collectively as the “Existing Facility”)

Brief Description of **AFBD Facility**:

(a) construction of a compact Anaerobic Fluidized Bed Digester system (the “AFBD System”) for wastewater treatment and on-site energy generation, on land situated at 828, 830, 832, 834, 900, 904 and 908 Court Street, City of Utica, Oneida County, New York (the “AFBD Land”); (b) construction on the AFBD Land of a small control building (the “AFBD Improvements”); and (c) the acquisition and installation of equipment in the AFBD System and the AFBD Improvements (the “AFBD Equipment”), all used in connection with manufacturing beer and beverage products (the AFBD System, the AFBD Land, the AFBD Improvements and the AFBD Equipment referred to collectively as the “AFBD Facility”)

Brief Description of **2018 Facility**:

(a) construction of a 15,000± square foot fermenting and aging cellar (the “Aging Cellar”) situated on a 1± acre vacant parcel of land located at 806 – 832 (consolidated to 814) Edward Street, City of Utica, New York (the “Edward Street Land”); (b) construction on the Existing Land of a two-story, 4,800 square foot addition to the existing brew house (the “Brew House Addition”); (c) construction of an overhead pipe bridge over Edward Street to connect the Aging Cellar with the Existing Facility (the “Pipe Bridge”); (d) removal of a portion of the parking lot and restriping of the parking lot (the “Parking Lot” and together with the Aging Cellar, the Brew House Addition and the Pipe Bridge, the “2018 Improvements”); and (d) acquisition and installation of equipment in the 2018 Improvements and the Existing Improvements, including but not limited to a new centrifuge, pad filter, malt cooker, brew kettle, mash filter, and sixteen vertical fermenting and aging tanks (the “2018 Equipment” and together with the Edward Street Land and the 2018 Improvements, the “2018 Facility”)

4(d). Total Cost of 2018 Facility:

Renovation Costs	1,000,000
New Construction	4,000,000
FF&E	13,500,000
Fixtures	500,000
Installation Costs	4,000,000
Fees	8,500
Legal fees	8,500
Architectural/Engineering	3,000,000
Interest on Interim Financing	100,000
<b>Total:</b>	<b>\$ 26,117,000</b>

MATT BREWING CO., INC.

and

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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SECOND AMENDED AND RESTATED  
PAYMENT-IN-LIEU-OF-TAX AGREEMENT

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Oneida County Industrial Development Agency  
2018 Lease Amendment and Restatement  
(Matt Brewing Co., Inc. 2018 Capacity Expansion and Brewery Modernization Project)

Oneida County, City of Utica, Utica City School District

Tax Account Nos.: 318.040-1-5.1  
318.040-1-5.2  
318.032-2-38



**SECOND AMENDED AND RESTATED  
PAYMENT-IN-LIEU-OF-TAX AGREEMENT**

THIS SECOND AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of May 1, 2018, is by and between **MATT BREWING CO., INC.**, a corporation duly organized and validly existing under the laws of the State of New York, having an address of 811 Edward Street, Utica, New York 13502 (the "Company") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, an industrial development agency and a public benefit corporation of the State of New York having its principal office at 584 Phoenix Drive, Rome, New York 13441 (the "Agency").

W I T N E S S E T H:

WHEREAS, the Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law, Chapter 99 of the Consolidated Laws of New York, as amended, (the "Enabling Act"), and Chapter 372 of the Laws of 1970 of the State of New York, as amended, constituting Section 901 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of, among others, industrial facilities for the purpose of promoting, attracting and developing economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, the Agency previously provided financial assistance to the Company in connection with (i) demolition of a portion of and renovations to the 15,732± square foot existing second floor of the bottling facility and the construction of a new 25,000± square foot finished goods warehouse facility after the 2008 fire at the Company (collectively, the "2009 Improvements"), all situated on a 7.1± acre parcel of land located at 811 Edwards Street, City of Utica, Oneida County, New York (the "Land"); and the acquisition and installation of equipment in the Improvements (the "2009 Equipment" and together with the Land and the 2009 Improvements, the "2009 Facility") and (ii) construction on the Land of a compact Anaerobic Fluidized Bed Digester system for wastewater treatment and on-site energy generation and a small control building (collectively, the "2012 Improvements"); and the acquisition and installation of equipment in the 2012 Improvements (the "2012 Equipment" and together with the Land and the 2012 Improvements the "2012 Facility"). The 2009 Facility and the 2012 Facility are referred to collectively as the "Existing Facility;" and

WHEREAS, the Company has applied to the Agency to enter into a transaction in which the Agency will assist with a capacity expansion and brewery modernization project consisting of (a) construction of a 15,000± square foot fermenting and aging cellar (the "Aging Cellar") situated on a 1± acre vacant parcel of land located at 806 – 832 (consolidated to 814) Edward Street, City of Utica, New York (the "2017 Land"); (b) construction on the Land of a two-story, 4,800 square foot addition to the existing brew house (the "Brew House Addition"); (c)

construction of an overhead pipe bridge over Edward Street to connect the Aging Cellar with the Existing Facility (the "Pipe Bridge"); (d) removal of a portion of the parking lot and restriping of the parking lot (the "Parking Lot" and together with the Aging Cellar, the Brew House Addition and the Pipe Bridge, the "2017 Improvements"); and (d) acquisition and installation of equipment in the 2017 Improvements and the Existing Improvements, including but not limited to a new centrifuge, pad filter, malt cooker, brew kettle, mash filter, and sixteen vertical fermenting and aging tanks (the "2017 Equipment" and together with the 2017 Land and the 2017 Improvements, the "2017 Facility"); and

WHEREAS, the Company leases the Existing Facility to the Agency pursuant to a Lease Agreement dated July 1, 2009 and a Lease Agreement dated May 1, 2012 (collectively, the "Lease Agreements") and the Agency leases the Existing Facility back to the Company pursuant to a First Amended and Restated Leaseback Agreement dated as of May 1, 2012 (the "First Amended Leaseback Agreement"); and

WHEREAS, in order to induce the Company to develop the 2018 Facility, the Agency is willing to accept a leasehold interest in the 2018 Facility pursuant to a Lease Agreement dated of even date herewith (the "2018 Lease Agreement") and lease the 2018 Facility back to the Company together with the Existing Facility (the 2018 Facility and the Existing Facility referred to as the "Facility") pursuant to the terms and conditions contained in a Second Amended and Restated Leaseback Agreement dated of even date herewith (the "Second Amended Leaseback Agreement"); and

WHEREAS, the Agency has agreed to accept a leasehold interest to the 2018 Facility and maintain its leasehold interest in the Existing Facility in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Existing Facility is exempt from real property taxes, general property taxes, general school district taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Existing Facility or the interest therein of the Company or the occupancy thereof by the Company commencing August 1, 2009, the taxable status date, (the "Exempt Taxes"), because the Agency has a leasehold interest in the Existing Facility and the Existing Facility is used for a purpose within the meaning of the applicable Constitutional and statutory provisions, including the Enabling Act, provided, however, such exemption does not extend to special assessments or ad valorem levies; and

WHEREAS, the 2018 Facility is exempt from real property taxes, general property taxes, general school district taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the 2018 Facility or the interest therein of the Company or the occupancy thereof by the Company commencing August 1, 2018, the taxable status date, (the "Exempt Taxes"), because the Agency has a leasehold interest in the 2018 Facility and the 2018 Facility is used for a purpose within the meaning of the applicable Constitutional and statutory provisions, including the Enabling Act, provided, however, such exemption does not extend to special assessments or ad valorem levies; and

WHEREAS, the Company understands that it, as lessee of the Facility leased by the Agency, will, in fact, have Exempt Taxes to pay under the provisions of the Second Amended and Restated Leaseback Agreement from the first date of the Exemption Term (as that date is determined by the parties and described herein) through the term of the Second Amended and Restated Leaseback Agreement (the "Exemption Term"); and

WHEREAS, each year of the Exemption Term is more particularly set forth on Schedule B attached hereto (each year being referred to as an "Exemption Year"); and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an amended and restated agreement making provision for payments-in-lieu-of-taxes and such assessments by the Company to the City of Utica, or any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be, wholly or partially located, Oneida County, Utica City School District and appropriate special districts (hereinafter each a "Taxing Authority" and collectively the "Taxing Authorities") in which any part of the Facility is or is to be located; and

WHEREAS, the PILOT Payments (as defined below) represent a deviation from the Agency's Uniform Tax Exemption Policy (the "Policy"); and

WHEREAS, pursuant to Section 874 of the Act, the Agency sent a notice to the chief executive officer of each Taxing Authority providing a description of the PILOT Payments, the Agency's reasons for deviating from the Policy as well as the time and location of the meeting during which the Agency would consider a resolution approving the deviation from its Policy and the PILOT Payments; and

WHEREAS, all defined terms herein as indicated by the capitalization of the first letter thereof and not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the Leaseback Agreement.

NOW, THEREFORE, to provide for certain payments to the Taxing Authorities, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Company shall pay to each Taxing Authority:
  - (a) all taxes and payments-in-lieu-of-taxes that are due with respect to the Facility prior to the Exemption Term, no later than the last day during which such payments may be made without penalty; and
  - (b) all special assessments and ad valorem taxes coming due and payable during the term of the Lease Agreement and the Second Amended and Restated Leaseback Agreement for which the Facility is not exempt, no later than the last day during which such payments may be made without penalty.

2. (a) With respect to the Existing Facility, the Company shall pay to each Taxing Authority as set forth on Schedule A attached hereto and made a part hereof an amount in lieu of the Exempt Taxes (the "PILOT Payments") during each Exemption Year as follows:

(i) the sum of one hundred thousand dollars (\$100,000.00) through and including the first Exemption Year;

(ii) a sum equal to the 2008 taxes paid by the Company from the second through and including the fifth Exemption Year; and

(iii) a sum equal to the greater of (a) 2008 taxes paid by the Company or (b) two-thirds of Exempt Taxes, from the sixth through and including the ninth Exemption Year.

(b) Beginning with the tenth Exemption Year, the Company shall make fixed PILOT Payments on the entire Facility in the following aggregate amounts:

Year 10	\$168,276.00
Year 11	\$171,641.52
Year 12	\$175,074.35
Year 13	\$178,575.84
Year 14	\$182,147.35
Year 15	\$185,790.30
Year 16	\$189,506.11
Year 17	\$193,296.23
Year 18	\$197,162.15
Year 19	\$201,105.40

Such PILOT Payments shall be allocated among the Taxing Authorities in the same proportion as taxes would have been allocated but for the Agency's involvement, unless the Taxing Authorities have consented in writing to a specific allocation. For the purposes of preparing a PILOT bill, each Taxing Authority shall use the tax rate for the prior Exemption Year.

(c) With respect to the 2012 Equipment and the 2018 Equipment, whether attached to the Improvements or not, the Company shall pay as PILOT Payments no Exempt Taxes from the fourth through and including the nineteenth Exemption Year.

Anything herein to the contrary, notwithstanding, this Second Amended and Restated PILOT Agreement shall terminate on the date on which the Second Amended and Restated Leaseback Agreement shall terminate and the Agency shall terminate its leasehold interest in the Facility pursuant to the Second Amended and Restated Leaseback Agreement. The benefits under this Agreement are subject to the terms and conditions of a certain Job Creation and Recapture Agreement dated as of May 1, 2018.

Anything herein to the contrary, notwithstanding, upon the failure of the Company in making any payment when due hereunder and upon failure to cure such default within thirty (30) days of receipt of notice as herein provided, such failure shall constitute an Event of Default under Section 7.1(a)(vi) of the Leaseback Agreement, and the Agency may take any one or all remedial steps afforded it in Section 7.2 of the Leaseback Agreement; provided, however, nothing herein contained shall be deemed to limit any other rights and remedies the Agency may have hereunder or under any other Transaction Document. PILOT Payments which are late under this Agreement shall be subject to a late payment penalty of five percent (5%) of the amount due which shall be paid by the Company to the affected Taxing Authority at the time the PILOT Payment is paid. For each month, or part thereof, that the PILOT Payment is delinquent beyond the first month, interest shall accrue to and be paid to the affected Taxing Authority on the total amount due plus a late payment penalty in the amount of one percent (1%) per month until the PILOT Payment is made.

3. The Company will make PILOT Payments to each Taxing Authority hereunder for each Exemption Year by making the required payment to such Taxing Authority no later than the last day during which such Exempt Taxes could otherwise be made without penalty as if the Agency did not have a leasehold or other interest in the Facility.

4. The PILOT Payments to be made by the Company pursuant to this Second Amended and Restated PILOT Agreement are intended to be in lieu of all Exempt Taxes that would have to be paid on the Facility leased to the Company by the Second Amended and Restated Leaseback Agreement if the Agency did not have a leasehold or other interest in the Facility.

5. If by reason of a change in the Constitution or laws of the State of New York, or an interpretation of the Constitution or the laws of the State of New York by the Court of Appeals (or such lower court from which the time to appeal has expired) of the State of New York, or for any other reason, the Company is required to pay any tax which the payments specified herein are intended to be in lieu of, the Company may deduct the aggregate of any such payments made by it from the amount herein agreed to be paid in lieu of such taxes and need only pay the difference. Furthermore, inasmuch as the PILOT Payments herein agreed to be made by the Company are intended to be in lieu of all Exempt Taxes, it is agreed that said payments shall not, as to any Exemption Year, be in an amount greater than would be payable for such year for such Exempt Taxes, in the aggregate, by a private corporation on account of its ownership of the Facility.

6. This Second Amended and Restated PILOT Agreement shall be binding upon the successors and assigns of the parties.

7. It is the intent of the parties that the Company will have all the rights and remedies of a taxpayer with respect to any real property or other tax, service charge, special benefit, ad valorem levy, assessment or special assessment or service charge because of which, or in lieu of which, the Company is obligated to make a payment hereunder, as if and to the same extent as if the Agency did not have a leasehold or other interest in the Facility. It is the further intent of the parties that the Company will have all of the rights and remedies of a

taxpayer as if and to the same extent as if the Agency did not have a leasehold or other interest in the Facility with respect to any proposed assessment or change in assessment concerning the property, or any portion thereof, whether through an assessor, board of assessment review, court of law, or otherwise and likewise will be entitled to protest before and be heard by such assessor, board of assessment review, court of law or otherwise and will be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any taxes that would have been payable but for the provisions hereof. In the event, however, that a court of competent jurisdiction shall enter an order or judgment determining or declaring that, by reason of the Agency's interest in the Facility, the Company does not have the right to bring a proceeding to review such assessment under the Real Property Tax Law or any other law, then the Company shall have the right to contest such assessment in the name and as the agent of the Agency, and the Agency agrees to cooperate with the Company in all respects in any such proceeding at the sole cost and expense of the Company.

8. All amounts payable by the Company hereunder will be paid to the respective Taxing Authority and will be payable in such lawful money of the United States of America as at the time of payment is legal tender for the payment of public and private debts, including a check payable in such money.

9. (a) If any term or provision hereof should be for any reason held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such term or provision will be deemed separate and independent and the remainder hereof will remain in full force and effect and will not be invalidated, impaired or otherwise affected by such holding or adjudication.

(b) This Second Amended and Restated PILOT Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

(c) All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, to the Agency or the Company, as the case may be, addressed as follows:

If to the Agency:

Oneida County Industrial Development Agency  
584 Phoenix Drive  
Rome, New York 13441  
Attn.: Executive Director

With a Copy to:

Bond, Schoeneck & King, PLLC  
501 Main Street

Utica NY 13501  
Attn.: Linda E. Romano, Esq.

If to the Company:

Matt Brewing Co., Inc.  
811 Edward Street  
Utica NY 13502  
Attn.: Nicholas O. Matt, Chairman and CEO

With a Copy to:

Matt Law Firm, PLC  
1701 Genesee Street  
Utica NY 13501  
Attn.: F.X. Matt, Esq.

provided, that the Agency or the Company may, by notice given hereunder to the other, designate any further or different addresses to which subsequent notices, certificates or other communications to them shall be sent.

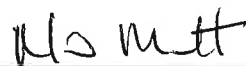
(e) This Second Amended and Restated PILOT Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(f) This Second Amended and Restated PILOT Agreement is intended to replace and supercede in all respects the First Amended and Restated PILOT Agreement, effective the date first above written.

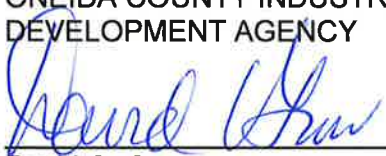
[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this **Second Amended and Restated PILOT Agreement** as of the date first above written.

MATT BREWING CO., INC.

By:   
Nicholas O. Matt  
Chairman and CEO

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By:   
David C. Grow  
Chairman



STATE OF NEW YORK            )  
  : ss.:  
COUNTY OF ONEIDA            )

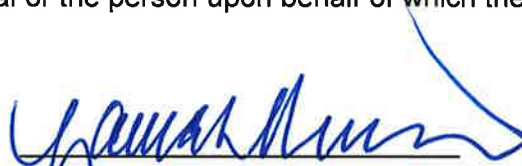
On the 9th day of May, 2018 before me, the undersigned a notary public in and for said state, personally appeared **Nicholas O. Matt**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

PAULETTE M. CONGDEN  
Notary Public, State of New York  
Reg. #01CO5022349  
Qualified in Otsego County  
My Commission Expires 1/10/22

STATE OF NEW YORK            )  
  : ss.:  
COUNTY OF ONEIDA            )

On the 9th day of May 2018 before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

**SCHEDULE A**

COUNTY OF ONEIDA  
Receiver of Taxes  
800 Park Avenue  
Utica, New York 13501

CITY OF UTICA  
Receiver of Taxes  
City Hall  
One Kennedy Plaza  
Utica, New York 13502  
Attn.: City Treasurer

UTICA CITY SCHOOL DISTRICT  
Receiver of Taxes  
106 Memorial Parkway  
Utica, New York 13501

**SCHEDULE B**

**EXEMPTION YEARS**

<b>Exemption Year (Assessment Roll Year)</b>	<b>County Taxes</b>	<b>City Taxes</b>	<b>School Taxes</b>
Year One (08/01/2009)	01/01/2010 – 12/31/2010	04/01/2010 – 03/31/2011	07/01/2010 – 06/30/2011
Year Two (08/01/2010)	01/01/2011 – 12/31/2011	04/01/2011 – 03/31/2012	07/01/2011 – 06/30/2012
Year Three (08/01/2011)	01/01/2012 – 12/31/2012	04/01/2012 – 03/31/2013	07/01/2012 – 06/30/2013
Year Four (08/01/2012)	01/01/2013 – 12/31/2013	04/01/2013 – 03/31/2014	07/01/2013 – 06/30/2014
Year Five (08/01/2013)	01/01/2014 – 12/31/2014	04/01/2014 – 03/31/2015	07/01/2014 – 06/30/2015
Year Six (08/01/2014)	01/01/2015 – 12/31/2015	04/01/2015 – 03/31/2016	07/01/2015 – 06/30/2016
Year Seven (08/01/2015)	01/01/2016 – 12/31/2016	04/01/2016 – 03/31/2017	07/01/2016 – 06/30/2017
Year Eight (08/01/2016)	01/01/2017 – 12/31/2017	04/01/2017 – 03/31/2018	07/01/2017 – 06/30/2018
Year Nine (08/01/2017)	01/01/2018 – 12/31/2018	04/01/2018 – 03/31/2019	07/01/2018 – 06/30/2019
Year Ten (08/01/2018)	01/01/2019 – 12/31/2019	04/01/2019 – 03/31/2020	07/01/2019 – 06/30/2020
Year Eleven (08/01/2019)	01/01/2020 – 12/31/2020	04/01/2020 – 03/31/2021	07/01/2020 – 06/30/2021
Year Twelve (08/01/2020)	01/01/2021 – 12/31/2021	04/01/2021 – 03/31/2022	07/01/2021 – 06/30/2022
Year Thirteen (08/01/2021)	01/01/2022 – 12/31/2022	04/01/2022 – 03/31/2023	07/01/2022 – 06/30/2023
Year Fourteen (08/01/2022)	01/01/2023 – 12/31/2023	04/01/2023 – 03/31/2024	07/01/2023 – 06/30/2024
Year Fifteen (08/01/2023)	01/01/2024 – 12/31/2024	04/01/2024 – 03/31/2025	07/01/2024 – 06/30/2025
Year Sixteen (08/01/2024)	01/01/2025 – 12/31/2025	04/01/2025 – 03/31/2026	07/01/2025 – 06/30/2026
Year Seventeen (08/01/2025)	01/01/2026 – 12/31/2026	04/01/2026 – 03/31/2027	07/01/2026 – 06/30/2027
Year Eighteen (08/01/2026)	01/01/2027 – 12/31/2027	04/01/2027 – 03/31/2028	07/01/2027 – 06/30/2028
Year Nineteen (08/01/2027)	01/01/2028 – 12/31/2028	04/01/2028 – 03/31/2029	07/01/2028 – 06/30/2029