

LAURA S. RUBERTO
lruberto@bsk.com
P: 315.738.1223
F: 315.724.2074

June 6, 2012

VIA CERTIFIED MAIL

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

*Re: Oneida County Industrial Development Agency
2012 Lease Amendment and Restatement
(Matt Brewing Co., Inc. Anaerobic Digester 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 First Amended and Restated Payment in Lieu of Tax Agreement effective August 1, 2012. 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
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

Receiver of Taxes
Utica City School District
Attn.: Joanne Giotto
106 Memorial Parkway
Utica, New York 13501

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
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OFFICIAL USE

7010 2780 0002 1714 9324

Postage	\$ 1.70
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 7.00

Postmark
 Here
 JUN 12

Sent To: David Williams, Assessor
 Street, Apt. No., or PO Box No.: One Kennedy Plaza
 City, State, ZIP+4: Utica NY 13502

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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 Williams, Assessor
City of Utica
One Kennedy Plaza
Utica NY 13502

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 x Lori Wrubel Agent
 Addressee

B. Received by (Printed Name)
Lori Wrubel

C. Date of Delivery
06-07-12

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

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
 (Transfer from service label) 7010 2780 0002 1714 9324



**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 and 318.040-1-5.2
- b. Street address 811 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 R2009-001810
and 5/31/2012 R2012-000648

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, 2020

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 - 10; 100% of taxes after year 10, for Existing Facility, AFBF Land and AFBF Improvements. The AFBF Equipment is 100% exempt years 4 - 10. First Amended and Restated PILOT is attached.
- b. Projected expiration date of agreement June 30, 2020

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.

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

7. A copy of this application, including all attachments, has been mailed or delivered on 6/6/12 (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 30, 2012
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)

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")

4(d). Total Cost of Facility:

Acquisition of Land	\$ 220,000
Renovation Costs	70,000
New Construction	600,000
FF&E	2,520,000
Installation Costs	350,000
Legal fees	15,000
Architectural/Engineering	475,000
Interest on Interim Financing	67,000
Total:	\$ 4,317,000

MATT BREWING CO., INC.

and

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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

Oneida County Industrial Development Agency
2012 Lease Amendment and Restatement
(Matt Brewing Co., Inc. AFBD Facility)

Oneida County, City of Utica, Utica City School District

Tax Account Nos.: 318.040-1-5.1
318.040-1-5.2

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

THIS FIRST AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of May 1, 2012, 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 Company conveyed to the Agency a leasehold interest in 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"); and

WHEREAS, the Agency leases the Existing Facility to the Company pursuant to a Leaseback Agreement dated as of July 1, 2009 (the "Leaseback Agreement"), a memorandum of which was recorded in the Oneida County Clerk's Office on July 9, 2009 at Instrument R2009-001291; and

WHEREAS, the Company has requested the Agency provide financial assistance in connection with a certain industrial development facility consisting of: (a) construction of a compact Anaerobic Fluidized Bed Digester system (the "AFBD System") for wastewater treatment and on-site energy generation, on a 1± acre parcel of 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 "AFDB Improvements"); and (c) the acquisition and installation of equipment in the AFDB 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"); and

WHEREAS, for purposes of this First Amended and Restated PILOT Agreement, the Existing Land and the AFBD Land shall be referred to collectively as the "Land," the Existing Improvements and the AFBD Improvements shall be referred to collectively as the "Improvements," the Existing Equipment and the AFBD Equipment shall be referred to collectively as the "Equipment," the Existing Project and the AFBD Project shall be referred to collectively as the "Project" and the Existing Facility and the AFBD Facility shall be referred to collectively as the "Facility"; and

WHEREAS, in order to induce the Company to develop the AFBD Facility, the Agency is willing to accept a leasehold interest in the AFBD Facility pursuant to an AFBD Lease Agreement dated of even date herewith and lease the Facility back to the Company pursuant to the terms and conditions contained in a First Amended and Restated Leaseback Agreement dated of even date herewith; and

WHEREAS, the Agency has agreed to accept a leasehold interest to the 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 AFBD 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 AFBD Facility or the interest therein of the Company or the occupancy thereof by the Company commencing August 1, 2012, the taxable status date, (the "Exempt Taxes"), because the Agency has a leasehold interest in the AFBD Facility and the AFBD 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 First 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 First 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 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 First 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 AFBD Land and the AFBD Improvements, 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;

(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 tenth Exemption Year; and

(iv) one hundred percent of such taxes after the tenth Exemption Year.

(b) With respect to the AFBD Equipment, the Company shall pay as PILOT Payments zero percent (0%) of Exempt Taxes from the fourth through and including the tenth Exemption Year and shall pay one hundred percent of such taxes after the tenth Exemption Year.

Anything herein to the contrary, notwithstanding, this First Amended and Restated PILOT Agreement shall terminate on the date on which the First Amended and Restated Leaseback Agreement shall terminate and the Agency shall terminate its leasehold interest in the Facility pursuant to the First Amended and Restated Leaseback Agreement.

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, the Company shall henceforth pay as PILOT Payments one hundred (100%) percent of the Exempt Taxes together with interest at the rate of nine (9%) percent per annum on any delinquent PILOT Payments together with expenses of collection, including but not limited to, payment of attorneys' fees; 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.

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 First 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 First 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 First 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 First 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 First Amended and Restated PILOT Agreement shall be governed by and construed in accordance with the laws of the State of New York.

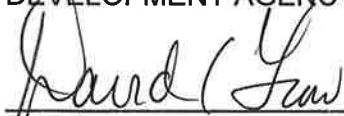
[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this **First 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 30 day of May 2012 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

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
Commission Expires August 1, 2014

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

On the 29th day of May 2012 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

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
Commission Expires August 1, 2014

EXHIBIT A

New Lot 1

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Utica, County of Oneida and State of New York, being more particularly bounded and described as follows:

Beginning at a point in the northerly street line of Court Street, said point being in the division line between the lands now or formerly Matt Brewing Co., Inc. as described in Deed Document 2011-012070 on the west and the lands now or formerly of Matt Brewing Co., Inc. on the east; thence along the said northerly street line of Court Street the following four (4) courses and distances: 1.) North 77 deg. 34 min. 17 sec. West a distance of 71.00 feet to a point; thence 2.) North 77 deg. 18 min. 29 sec. West a distance of 72.04 feet to a point; thence 3.) North 70 deg. 16 min. 42 sec. West a distance of 127.34 feet to a point; and 4.) North 63 deg. 41 min. 47 sec. West a distance of 4.56 feet to a point on the division line between the lands now or formerly Matt Brewing Co., Inc. as described in Deed Document 2011-015073 on the east and the lands now or formerly Jay Bodai MAA Foods, Inc. as described in Deed Document 2006-015960 on the west; thence North 26 deg. 41 min. 46 sec. East along said division line, a distance of 176.00 feet to a point on the division line between the said lands of Matt Brewing Co., Inc. (Deed Document 2011-015073) on the south and the lands now or formerly of Matt Brewing Co., Inc. on the north; thence South 63 deg. 40 min. 22 sec. East along the division line between the said lands of Matt Brewing Co., Inc. (Deed Document 2011-015073), the lands now or formerly Matt Brewing Co., Inc. as described in Deed Document 2012-004265 & the lands now or formerly Matt Brewing Co., Inc. as described in Deed Document 2012-004266, in part by each, on the south and the said lands Matt Brewing Co., Inc. on the north, a distance of 205.98 feet to a point on the division line between the said lands of Matt Brewing Co., Inc. (Deed Document 2011-012070) on the south and said lands Matt Brewing Co., Inc. on the north; thence South 77 deg. 34 min. 17 sec. East along said division line, a distance of 10.00 feet to a point on the said first mentioned division line between the said lands of Matt Brewing Co., Inc. (Deed Document 2011-012070) on the west and the said lands of Matt Brewing Co., Inc. on the east; thence along the said division line the following two (2) courses and distances: 1.) South 02 deg. 08 min. 17 sec. East a distance of 81.30 feet to a point; and 2.) South 12 deg. 25 min. 43 sec. West a distance of 60.00 feet to the point and place of beginning. Containing 39,407.15 square feet of lands, more or less.

LEGAL DESCRIPTION
OF
MATT BREWING CO., INC.
BREWERY

There is currently no formal legal description of the brewery. It must be remembered that the brewery was formed in 1888 and no current living brewery employee remembers a formal legal description. However, back in 1961, the brewery did hire a firm to put the brewery premises layout to paper. This description of the brewery premises is what follows along with its associated exhibit A and exhibit B so attached.

The entire premise is a single area in the city block surrounded by Edward Street, Varick Street, Schuyler Street, Columbia Street, and Wasmer Street in Utica, New York.

This one area is divided into two different sections on the plot sheets for depiction convenience.

The brewery also owns the closed off portion of Edwards Street that ran from Wasmer Street to Schuyler Street as depicted in each exhibit as deeded by the city of Utica to the Brewery.

**LEGAL DESCRIPTION
OF
MATT BREWING CO., INC.
BREWERY**

BREWERY PLAT ATTACHMENT

Exhibit A

This plat's area is depicted as follows:

It begins at Point A which is the southeast corner of the main office building at 811 Edward Street.

Thence northerly	328'	to point B
Thence northwest	287'	to point C
Thence southwest	323'	to point D
Thence southeast	65'	to point E
Thence southwest	21'	to point F
Thence southeast	238'	to point G
Thence southeasterly	35'	to point H
Thence southerly	145'	to point J
Thence southeasterly	185'	to point K
Thence easterly	34'	to point L
Thence northerly	129'	to point M
Thence easterly	110'	to point A

which is the beginning

**LEGAL DESCRIPTION
OF
MATT BREWING CO., INC.
BREWERY**

BREWERY PLAT ATTACHMENT

Exhibit B

This area is depicted as follows:

It begins at Point A which is the corner inside the sidewalk of the intersection of Schuyler Street and Columbia Street.

Thence southeast	101'	to point B
Thence southwest	59'	to point C
Thence southeast	162'	to point D
Thence northeast	59'	to point E
Thence southeast	154'	to point F
Thence southerly	30'	to point G
Thence southwesterly	167'	to point H
Thence southwesterly	41'	to point J
Thence westerly	122'	to point K
Thence northwest	340'	to point L
Thence northeast	295'	to point A

which is the beginning

Exhibit B has no brewery operations but may be used for the storage of beer from time to time.

Exhibit A and Exhibit B adjoin at line B through C of Exhibit A and line L through K of Exhibit B.

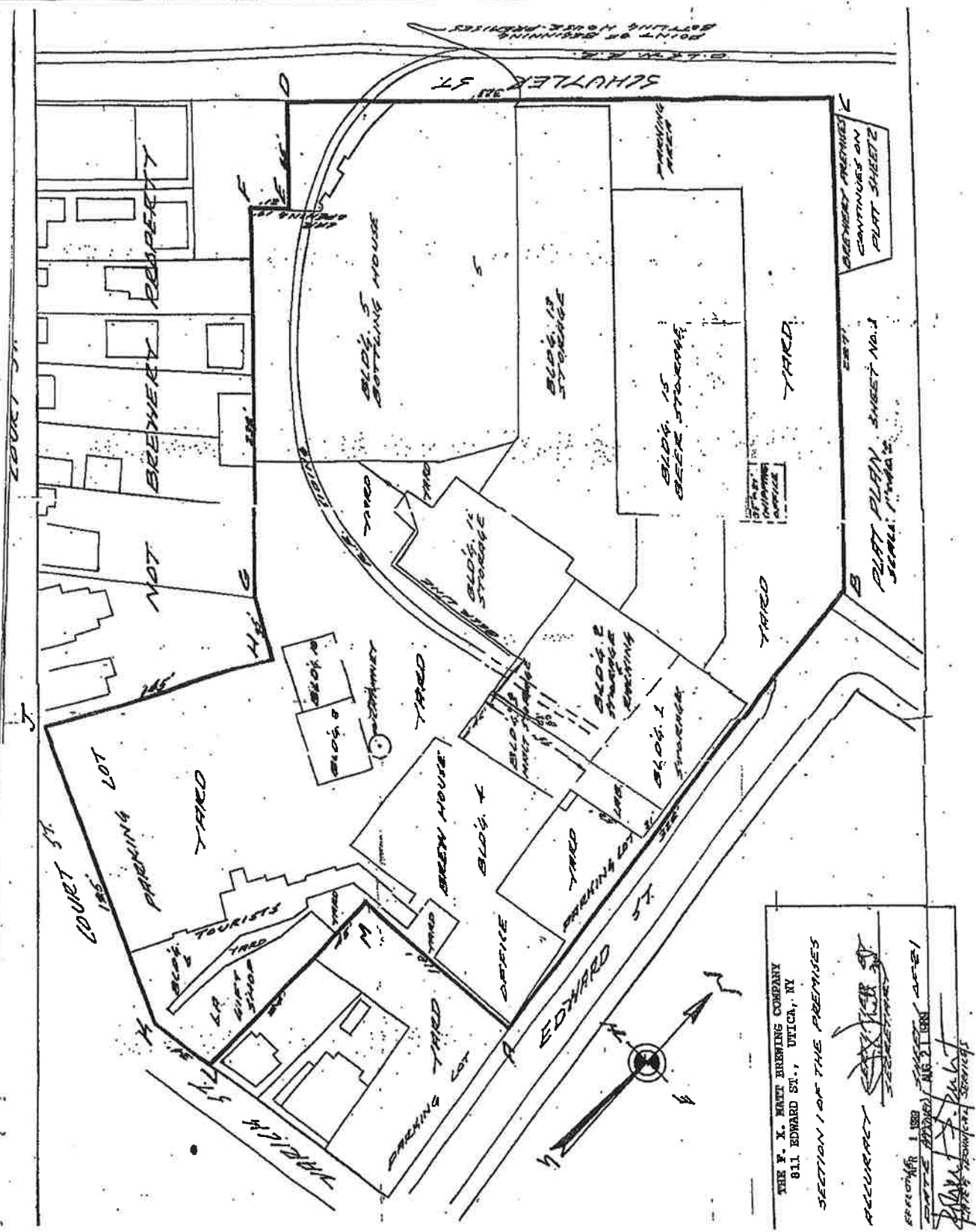


Exhibit A to Legal Description

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

Exemption Year (Assessment Roll Year)	County Taxes	City Taxes	School Taxes
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