

INDUCEMENT AGREEMENT AND PROJECT AGREEMENT

THIS INDUCEMENT AGREEMENT AND PROJECT AGREEMENT RELATING TO THE **MCCRAITH BEVERAGES, INC. 2022 FACILITY EXPANSION** (the "AGREEMENT") is among the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Agency"), **STD REALTY, LLC**, a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York with offices at 20 Burrstone Road, New York Mills, New York 13417 (the "Company") and **MCCRAITH BEVERAGES, INC.**, a corporation duly organized, validly existing and in good standing under the laws of the State of New York, with offices at 20 Burrstone Road, New York Mills, New York 13417 (the "Sublessee").

Article 1. Preliminary Statement. Among the matters of mutual inducement which have resulted in the execution of this AGREEMENT are the following:

1.01. The Agency is authorized and empowered by the provisions of Article 18-A of the General Municipal Law of the State of New York as amended, and Chapter 372 of the Laws of 1970 of the State of New York, as may be amended from time to time (collectively, the "Act") to undertake "Projects" (as defined in the Act) and to lease or sell the same upon such terms and conditions as the Agency may deem advisable.

1.02. The purposes of the Act are (i) to promote industry and develop trade by inducing manufacturing, industrial, warehousing, research, recreation and commercial enterprises to locate or remain in the State and (ii) to encourage and assist in the providing of industrial pollution control facilities and (iii) to promote the economic welfare and prosperity of the inhabitants of the State. The Act vests the Agency with all powers necessary to enable it to accomplish such purposes.

1.03. (a) The Company and the Sublessee previously entered into a transaction with the Agency in which the Agency provided financial assistance in connection with construction of (a) a 19,000± square foot connector building to expand current warehouse space; (b) a 14,250± square foot truck storage garage; (c) loading docks at the existing truck garage and (d) new asphalt truck access drives and stone pavement (collectively the "2018 Improvements"), such 2018 Improvements to be added to an existing 108,000± square foot facility (collectively, the "Existing Improvements"), situated on a 9.37± acre parcel of land located at 20 Burrstone Road, Village of New York Mills, Town of New Hartford, Oneida County, New York (the "Land"), and acquisition and installation of equipment in the Improvements (the "Existing Equipment"), all to be used for the purpose of the wholesale distribution of beer, wine, soda, water, spirits and snacks (the Land, the Existing Improvements and the Existing Equipment referred to collectively as the "Existing Facility").

(b) The Company has submitted to the Agency an Application for Financial Assistance dated June 3, 2022, which Application may be amended from time to time prior to closing of the amended lease-leaseback transaction described below (the "Application") requesting that the Agency assist in the construction of a 23,000± square foot warehouse addition, which will connect the main building at the recycling building to the existing truck garage (the "Addition") and acquisition and installation of equipment in the Addition (the "Equipment"), all for the purpose of expanding the operations and increasing productivity of the Sublessee (the Addition and the Equipment are referred to collectively as the "2022 Facility" and the construction and equipping of the Addition is referred to as the "2022 Project").

(c) The Company leases the Existing Facility to the Agency pursuant to a Lease Agreement dated as of December 6, 2018 (the "Lease Agreement") and the Agency leases the Facility back to the Company pursuant to a Leaseback Agreement dated as of December 6, 2018 (the "Leaseback Agreement"). The Company and the Agency will amend the Lease Agreement and the Leaseback Agreement to add and include the 2022 Facility and the 2022 Project, and to extend the Lease Term (as said term is defined in the Leaseback Agreement).

1.04. The Company hereby represents to the Agency that the 2022 Project will not result in the removal of an industrial or manufacturing plant from one area of the State to another area of the State or an abandonment of one or more plants of the Company located in the State. To the extent the 2022 Project will result in the removal of an industrial or manufacturing plant from one area of the State to another area of the State or an abandonment of one or more plants of the Company located in the State, the Project (a) is reasonably necessary to discourage the Company from removing such other plant or facility to a location outside the State, or (b) is reasonably necessary to preserve the competitive position of the Company in its industry.

1.05. The Agency has determined that the 2022 Project, as described in the Application, will promote and further the purposes of the Act.

1.06. On June 17, 2022 the Agency adopted a resolution (the "Resolution" or the "Inducement Resolution") agreeing to undertake the 2022 Project in order to assist the Company and the Sublessee and to effectuate the purposes of the Act and, subject to the happening of all acts, conditions and things required precedent to such undertaking and the satisfactory completion of such additional acts and reviews as the Agency may deem appropriate, to undertake an amended lease-leaseback transaction in connection with the 2022 Project. The 2022 Project has not/did not commence(d) as of June 17, 2022.

1.07. In the Resolution, the Agency appointed the Sublessee and its agents and other designees, as its agent for the purposes of the 2022 Project, and such appointment includes the following activities as they relate to the 2022 Project, whether or not the materials, services or supplies described below are incorporated into or

become an integral part of the 2022 Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the 2022 Project, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the 2022 Project, and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs with respect thereto), installed or placed in, upon or under the 2022 Facility, including all repairs and replacements of such property. Such agency appointment includes the power to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency, and in general to do all things which may be requisite or proper for completing the 2022 Facility, all with the same powers and with the same validity as the Agency could do if acting on its own behalf.

1.08. (a) In the Resolution, the Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from sales and use taxes and a reduction in real property taxes for a period of ten years on the increased assessment resulting from the 2022 Project (the "Financial Assistance"), which financial assistance is consistent with the Agency's Uniform Tax Exemption Policy, and which will be more particularly set forth in a final authorizing resolution.

(b) Based upon representations made by the Company in the Application, the value of the Financial Assistance currently authorized by the Agency is as follows:

- Sales and use tax exemption not to exceed \$214,720.00
- Exemptions from real property taxes, valued at approximately \$182,763

1.09. It is understood and agreed by the parties that the purpose of the Agency's provision of Financial Assistance with respect to the 2022 Project is to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of the 2022 Project to advance job opportunities, health, general prosperity and economic welfare of the people of Oneida County and to otherwise accomplish the public purpose of the Act.

1.10. Attached as Exhibit A to this Agreement is a copy of the Firrst Amended and Restated PILOT Agreement that reflects the Financial Assistance currently contemplated by the Agency in the Resolution. The Company acknowledges that the Agency (a) reserves all rights to amend the First Amended and Restated PILOT Agreement to reflect the terms of the Financial Assistance for which the Agency grants final approval as it authorizes in the final authorizing resolution and (b) is under no obligation to enter into the First Amended and Restated PILOT Agreement unless all conditions described in Section 4.02 hereof are met to the satisfaction of the Agency.

Article 2. Undertakings on the Part of the Agency. Based upon the statements, representations and undertakings of the Company regarding the 2022 Facility and

subject to the conditions set forth herein, the Agency hereby confirms and acknowledges:

2.01. Upon satisfactory completion of the conditions precedent set forth herein and in the Resolution and the satisfactory completion of such additional acts and reviews as the Agency may deem appropriate, the Agency will (A) adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for (i) an amended lease-leaseback transaction, (ii) the construction and equipping of the 2022 Facility, and (iii) the leasing of the 2022 Facility to the Company pursuant to the amended Leaseback Agreement, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company and (B) shall enter into an amended lease-leaseback transaction pursuant to the terms of the Act, as then in force, for the purpose of financing certain costs of the 2022 Facility.

2.02. The Leaseback Agreement shall be amended to extend the Lease Term for an additional four years and shall obligate the Company to make aggregate basic payments in the amount of \$750.00 relating to the 2022 Facility (in addition to the obligation to make the aggregate basic payment in the amount of \$750.00 relating to the Existing Facility) as and when the same shall become due and payable. The Company shall be entitled to acquire from the Agency title to (or terminate the Agency's leasehold interest in) the Existing Facility together with the 2022 Facility (collectively, the "Facility") for an aggregate amount of \$1.00, plus such additional amounts as prescribed in the Leaseback Agreement. The Leaseback Agreement and the amendment thereto shall contain all provisions required by law and such other provisions as shall be mutually acceptable to the Agency and the Company.

2.03. That all services, costs and expenses of whatever nature incurred in connection with the 2022 Project and the installation, replacement, rebuilding, restoration, repair, maintenance and operation of the 2022 Facility have been and will continue to be undertaken by the Sublessee as agent for the Agency, regardless of whether such services, costs and expenses were undertaken and/or paid in its own name or in the name of the Agency, and the Agency shall furnish to the Sublessee an appropriate letter on Agency letterhead evidencing the authority of the Sublessee to act as agent of the Agency.

2.04. That, in connection with any lease by the Agency to the Company that is, in turn, subleased or leased by the Company, it is the intent of all parties to the transactions that any sublease or lease is undertaken by the Company as agent for the Agency.

2.05. That, at the request of the Company, and subject to the agreement between the Agency and the Company, any future transfers of fee or leasehold interest of any portion of real property upon which the 2022 Facility is located and not owned by the Agency, are hereby authorized, such transfers to be from the Company to the Agency, and there shall be no need for any further official action on behalf of the

Agency other than the execution of the appropriate documents evidencing such transfer.

2.06. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

Article 3. Undertakings on the Part of the Company. Based upon the statements, representations and undertakings of the Agency herein and in the Resolution and subject to the conditions set forth herein and in the Resolution, the Company agrees as follows:

3.01. The Company hereby accepts the appointment made by the Agency in the Resolution to be the true and lawful agent of the Agency to (i) complete the 2022 Project and repair and maintain the 2022 Facility and (ii) make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent of the Agency, and in general to do all things which may be requisite or proper for completing the 2022 Facility, all with the same powers and the same validity as the Agency could do if acting on its own behalf, including the authority to delegate such Agency appointment, as described in the Resolution.

3.02. (a) The Company and/or the Sublessee are obligated to maintain at least 107 FTEs at the Facility (the "2018 Employment Obligation") pursuant to the terms of a Job Creation and Recapture Agreement dated as of December 6, 2018 (the "2018 Recapture Agreement") or else be subject to recapture or termination of financial assistance relating to the Existing Facility as described therein. In the Application, the Company represented that the Company and/or the Sublessee currently employ 128 full time equivalent ("FTE") positions at the Facility, which is 21 FTEs higher than the 2018 Employment Obligation.

(b) The Company and/or the Sublessee have committed to retain said 21 FTEs above the 2018 Employment Obligation for the extended lease term and create an additional 8 FTEs at the Facility by the end of the third extended lease year as a result of the 2022 Project, and the Agency will condition the proposed Financial Assistance on the Company achieving the same (the "2022 Employment Obligation"), or else be subject to recapture or termination of Financial Assistance relating to the 2022 Project.

(c) For the purposes of reporting FTEs, the FTEs in any given year will be applied first to satisfy the 2018 Employment Obligation and then to the 2022 Employment Obligation.

3.03. The Company and/or the Sublessee will, to the extent deemed by it to be necessary or desirable, enter into a contract or contracts for the 2022 Project (including

any necessary contracts for the acquisition of real property necessary or useful in said 2022 Facility).

3.04. Contemporaneously with the closing of the amended lease-leaseback transaction the Company will enter into the amendment to the Leaseback Agreement with the Agency containing, among other things, the terms and conditions described in Section 2.02 hereof.

3.05. (a) The Company and/or the Sublessee shall not permit to stand, and will, at its own expense, take all steps reasonably necessary to remove (or bond the same if acceptable to the Agency and its counsel), any mechanics' or other liens against the 2022 Facility for labor or materials furnished in connection with the 2022 Project. The Company and the Sublessee, jointly and severally, shall forever defend, indemnify and hold the Agency, its members, officers, employees, and agents, and anyone for whose acts or omissions the Agency or any of them may be liable, harmless from and against all costs, losses, expenses, claims, damages and liabilities of whatever kind or nature arising, directly or indirectly, out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the 2022 Project or arising out of any contract or other arrangement therefor (and including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing), whether such claims or liabilities arise as a result of the Company acting as agent for the Agency pursuant to this AGREEMENT or otherwise.

(b) The Company and the Sublessee, jointly and severally, shall forever defend, indemnify and hold harmless the Agency, its members, officers, employees and agents, and anyone for whose acts or omissions the Agency or any of them may be liable, from and against all claims, causes of action, liabilities and expenses (including without limitation attorneys' fees) howsoever arising for loss or damage to property or any injury to or death of any person (including, without limitation, death of or injury to any employee of the Company or any sublessee) that may occur subsequent to the date hereof by any cause whatsoever in relation to the 2022 Facility including the failure to comply with the provisions of Article 3.05 hereof, or arising, directly or indirectly, out of the 2022 Project or the ownership, acquisition, operation, maintenance, repair or financing of the 2022 Facility, and including, without limitation, any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

(c) The defense and indemnities provided for in this Article 3 shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by law. Without limiting the

generality of the foregoing, the foregoing indemnifications shall apply to and encompass any action (or alleged failure to act) of the Agency pursuant to the SEQR Act.

(d) The Company or the Sublessee, where appropriate, shall provide and carry workers' compensation and disability insurance as required by law and comprehensive liability insurance with such coverages (including, without limitation, owner's protective for the benefit of the Agency and contractual coverage covering the indemnities herein provided for), with such limits and with such companies as may be approved by the Agency. Attached hereto as Exhibit C are the Agency's insurance requirements that will be contained in the Leaseback Agreement. Upon the request of the Agency, the Company and/or the Sublessee shall provide certificates of insurance in form satisfactory to the Agency evidencing such insurance. If the Agency appoints the Sublessee as its agent for the purposes of utilizing the sales tax exemption prior to execution of the amendment to Leaseback Agreement, the Company and/or the Sublessee shall provide certificates evidencing such insurance as a condition of the agency appointment.

3.06. With the exception of the authorizations required to be adopted by the Agency for the Agency to enter into the amended lease-leaseback transaction, the Company and the Sublessee agree that, as agent for the Agency or otherwise, each will comply with all the requirements of all federal, state and local laws, rules and regulations of whatever kind and howsoever denominated applicable to the Agency and/or the Company and/or the Sublessee with respect to the 2022 Facility, the 2022 Project, the operation and maintenance of the 2022 Facility and the financing thereof. Every provision required by law to be inserted herein shall be deemed to be set forth herein as if set forth in full; and upon the request of either party, this AGREEMENT shall be amended to specifically set forth any such provision or provisions. Each of the Company and the Sublessee certifies, under penalty of perjury, that each is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

3.07. The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3.08. If it should be determined that any State or local sales or compensatory use taxes or similar taxes however denominated are payable with respect to the acquisition, purchase or rental of machinery or equipment, materials or supplies in connection with the 2022 Project, or are in any manner otherwise payable directly or indirectly in connection with the 2022 Project, the Company or the Sublessee, as appropriate, shall pay the same and both shall defend and indemnify the Agency from and against any liability, expenses and penalties arising out of, directly or indirectly, the imposition of any such taxes.

3.09. The Company or the Sublessee, as appropriate, shall file with the New York State Department of Taxation and Finance an annual statement of the value of all sales and use tax exemptions claimed in connection with the 2022 Facility, in compliance with Section 874(8) of the New York State General Municipal Law. The Company shall provide the Agency with a copy of such annual statement at the time of filing with the State Department of Taxation and Finance. Based upon representations made by the Company in the Application, the value of the sales tax to be abated relating to the 2022 Project is estimated at \$214,720.00. The Company and the Sublessee acknowledge that the financial assistance currently authorized by the Agency is limited to \$214,720.00 and the Agency is required by law to recapture the New York State portion of sales tax of any exemptions claimed by the Company and/or the Sublessee that exceed (a) \$100,000.00 between June 19, 2022 and the date of the public hearing or (b) \$214,720.00 relating to the 2022 Project in the aggregate.

3.10. If the 2022 Facility is leased to another party by the Agency and subleased to the Company, then in such event, the Company guarantees all of the covenants, undertakings and indemnities of such other party as set forth in this Article 3.

3.11. The Company shall provide annually, to the Agency, a certified statement and documentation: (i) enumerating the full time equivalent jobs retained and the full time equivalent jobs created as a result of the Financial Assistance, by category, including full time equivalent independent contractors or employees of independent contractors that work at the Facility, and (ii) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that was provided in the application for Financial Assistance is still accurate and if it is not still accurate, providing a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created. Exhibit B contains the form of annual certification as well as additional 2022 Project assessment information that the Agency requires, on an annual basis, to be submitted to the Agency by the Company. If the Company does not provide said annual certified statement to the Agency by the stated due date, a \$500.00 late fee will be charged to the Company for each thirty (30) day period the report is late beyond the due date, up until the time the report is submitted.

3.12. In accordance with Section 875(3) of the General Municipal Law, the policies of the Agency, and the Resolution, the Company and the Sublessee each covenants and agrees that they may be subject to recapture of any and all Financial Assistance if it is determined by the Agency that:

(a) the Sublessee or its subagents, if any, authorized to make purchases for the benefit of the 2022 Project is not entitled to the sales and use tax exemption benefits; or

(b) the sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Sublessee or its subagents, if any; or

(c) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the 2022 Project; or

(d) either the Company or the Sublessee has knowingly made a material false or misleading statement, or knowingly omitted any information which, if included, would have rendered any information in the application or supporting documentation false or misleading in any material respect, on its application for Financial Assistance; or

(e) the Company fails to meet and maintain the 2022 Employment Obligation; or

(f) the Company failed to submit to the Agency its annual report so that the Agency can confirm that the 2022 Project is achieving the Employment Obligation and other objectives of the 2022 Project.

If the Agency determines to recapture any Financial Assistance, each of the Company and the Sublessee agrees and covenants that each will (i) cooperate with the Agency in its efforts to recover or recapture any or all Financial Assistance obtained by the Company or the Sublessee and (ii) promptly pay over any or all such amounts to the Agency that the Agency demands in connection therewith. Upon receipt of such amounts, the Agency shall then redistribute such amounts to the appropriate affected tax jurisdiction(s), unless agreed to otherwise by any tax jurisdiction(s). Each of the Company and the Sublessee further understands and agrees that in the event that the Company or the Sublessee fails to pay over such amounts to the Agency, the New York State Tax Commissioner may assess and determine the New York State and local sales and use tax due from the Company or the Sublessee, together with any relevant penalties and interest due on such amounts.

3.12. Each of the Company and the Sublessee acknowledges that the Agency's Financial Assistance is considered to be public funds under Section 224-a of the New York State Labor Law ("Prevailing Wage Requirements"). The Agency has determined that the Financial Assistance amounts to \$397,483.00 in the aggregate. If the Company or the Sublessee determines that the 2022 Project is considered to be a "covered 2022 Project" under the Prevailing Wage Requirements, each of the Company and the Sublessee acknowledges they are obligated under Subdivision 8(a) of the Prevailing Wage Requirements to certify under penalty of perjury within five (5) days of commencement of construction work whether the 2022 Project is subject to the provisions of the Prevailing Wage Requirements. Compliance with Prevailing Wage Requirements, if required, is wholly the obligation of the Company and/or the Sublessee, and failure to comply may result in a stop-work order.

Article 4. General Provisions.

4.01. This AGREEMENT sets forth the terms and conditions under which Financial Assistance shall be provided to the Company and the Sublessee; no Financial Assistance shall be provided to the Company or the Sublessee prior to the effective date of this Agreement. This AGREEMENT shall remain in effect until the amendment to the Leaseback Agreement becomes effective. It is the intent of the Agency, the Company and the Sublessee that this AGREEMENT be superseded in its entirety by the amendment to the Leaseback Agreement, except for the indemnities and guarantee of indemnities contained herein, which shall survive.

4.02. It is understood and agreed by the Agency, the Company and the Sublessee that entering into the amended lease-leaseback transaction and the execution of the amendment to the Leaseback Agreement and related documents are subject to (i) obtaining all necessary governmental approvals, (ii) approval of the members of the Company and the directors of the Sublessee, (iii) approval of the members of the Agency, (iv) satisfactory completion of the environmental review of the 2022 Facility by the Agency in compliance with the State Environmental Quality Review Act, (v) agreement by the Agency and the Company upon mutually acceptable terms and conditions for the amendment to the Leaseback Agreement and other documentation usual and customary to transactions of this nature, (vi) the condition that there are no changes in New York State Law which prohibit or limit the Agency from fulfilling its obligation and commitment as herein set forth to enter into the amended lease-leaseback transaction and (vii) payment by the Company or the Sublessee of the Agency's transaction fee and the fees and disbursements of bond counsel or transaction counsel. The Agency's transaction fee is calculated based upon the size of the 2022 Project; based upon the 2022 Projections in the Company's Application, the transaction fee for the 2022 Project is estimated at \$18,720.00 which will be payable in full at closing.

4.03. The Company agrees that it will reimburse the Agency for all reasonable and necessary direct out-of-pocket expenses that the Agency may incur as a consequence of executing this AGREEMENT or performing its obligations hereunder. Examples of such expenses include, but are not limited to, photocopies, phone and fax charges, postage and other shipping charges incurred in connection with closing the amended lease-leaseback transaction or complying with any requests after closing relating to the amended lease-leaseback transaction.

4.04. This AGREEMENT and the Financial Assistance contemplated by the Agency hereunder shall be valid for a period of twelve (12) months from the Inducement Date. If for any reason the amended lease-leaseback transaction does not close on or before twelve (12) months from the Inducement Date, the Company and the Sublessee shall submit a written request to the Agency describing the reasons for the delay and requesting this AGREEMENT be extended for a period of twelve (12) months under the same terms and conditions contained herein. If the Company or the Sublessee made exempt purchases during the initial term of the AGREEMENT, the Company or the Sublessee shall pay (a) to the Agency the first year's annual rent

payment of \$750.00 at the time this AGREEMENT is extended and (b) to Agency and Transaction Counsel the out-of-pocket expenses and legal fees incurred in connection with the 2022 Project as of the extension date.

4.05. If for any reason the amended lease-leaseback transaction does not close on or before twelve (12) months from the Inducement Date and is not extended by written agreement of the parties, the provisions of this AGREEMENT (other than the provisions of Articles 3.05, 3.06, 3.07 and 3.08 above, which shall survive) shall terminate and be of no further force or effect, and following such termination neither party shall have any rights against the other party except:

(a) The Company or the Sublessee shall pay the Agency for all expenses which were incurred by the Agency in connection with the 2022 Project;

(b) The Company or the Sublessee, as appropriate, shall assume and be responsible for any contracts for construction or purchase of equipment entered into by the Agency at the request of or as agent for the Company or the Sublessee in connection with the 2022 Project; and

(c) The Company or the Sublessee will pay the out-of-pocket expenses of members of the Agency, counsel for the Agency and Transaction Counsel incurred in connection with the 2022 Project and will pay the reasonable fees of counsel for the Agency and Transaction Counsel for legal services relating to the 2022 Project or the proposed financing thereof.


[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this AGREEMENT to be effective as of June 19, 2022.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
David C. Grow
Chairman

STD REALTY, LLC

By: 
Name: Susan McCraith Szaba
Title: Member

MCCRAITH BEVERAGES, INC.

By: 
Name: Susan McCraith Szaba
Title: Vice - President