

LAURA S. RUBERTO
lruberto@bsk.com
P: 315.738.1223
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February 13, 2017

VIA CERTIFIED MAIL

James Glenn, Assessor
Town of Boonville
13149 State Route 12
Boonville, New York 13309

Re: *Oneida County Industrial Development Agency
2017 Real Estate Lease (Alder Creek Beverages, LLC. Facility)*

Dear Mr. Glenn:

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 Payment in Lieu of Tax Agreement, the terms of which are effective March 1, 2017. Also enclosed is a closing summary sheet, which summarizes the terms of the transaction.

The taxing jurisdictions should note that all PILOT bills should be issued to the Company c/o Adirondack Bank to be paid out of escrow.

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

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Laura S. Ruberto
Legal Assistant

Enclosures

cc: Attached Distribution List

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

Town:

Harold LeClar, Supervisor
Town of Boonville
13149 State Route 12
Boonville, New York 13309

Katherine S. Crill, Receiver of Taxes
Town of Boonville
13149 State Route 12
Boonville, New York 13309

School District:

John Abdo, President
Board of Education
Adirondack Central School District
110 Ford Street
Boonville, New York 13309

Edward Niznik, Superintendent
Adirondack Central School District
110 Ford Street
Boonville, New York 13309

Receiver of Taxes
Adirondack Central School District
13150 State Route 12
Boonville, New York 13309

7012 3460 0002 3366 1750

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OFFICIAL USE

| | |
|---|---------|
| Postage | \$ 1.61 |
| Certified Fee | 3.35 |
| Return Receipt Fee (Endorsement Required) | 3.70 |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$8.46 |



Sent To
 James Glenn Assessor
 Street, Apt. No.,
 or PO Box No.
 Town of Boonville 13149 Rt. 12
 City, State, ZIP+4
 Boonville, NY 13309

PS Form 3800, August 2006 See Reverse for Instructions

| SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY | | | | | | | | | | | | | | | | |
|--|---|--|---|--|---|---|--|---|---|--|--|--|---|---------------------------------------|--|--|--|
| <ul style="list-style-type: none"> 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. | <p>A. Signature <input checked="" type="checkbox"/> <i>Krisa Kaiding</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery _____</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> | | | | | | | | | | | | | | | | |
| <p>1. Article Addressed to:</p> <p>James Glenn Assessor Town of Boonville 13149 Rt. 12 Boonville, NY 13309</p>  <p>9590 9402 1667 6053 8752 79</p> | <p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (00)</td> <td></td> </tr> </table> | <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® | <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ | <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery | <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise | <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ | <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery | <input type="checkbox"/> Insured Mail | | <input type="checkbox"/> Insured Mail Restricted Delivery (00) | |
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Insured Mail | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Insured Mail Restricted Delivery (00) | | | | | | | | | | | | | | | | | |
| <p>2. Article Number (Transfer from service label)</p> <p>7012 3460 0002 3366 1750</p> | | | | | | | | | | | | | | | | | |



**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 Alder Creek Beverages, LLC
 Street Box 212, One Nirvana Plaza
 City Forestport, NY 13338
 Telephone no. Day (315) 942-4900
 Evening () _____
 Contact Wade M. Abraham
 Title Manager

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) See attached
- b. Street address One Nirvana Plaza, 12044 State
Route 12
- c. City, Town or Village Town of Boonville
- d. School District Adirondack CSD
- e. County Oneida
- f. Current assessment _____
- g. Deed to IDA (date recorded; liber and page) _____
Memo of Lease Inst#

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

- a. Brief description (include property use) renovate a 240,000± sf building located on a 1,679± acre parcel of land, together with all associated water rights, to manufacture and distribute bottled water.
- b. Type of construction _____
- c. Square footage 240,000±
- d. Total cost See Exhibit A 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) December 31, 2027

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 will pay 1/3 of taxes years 1 - 5; 2/3 of taxes years 6-10 and 100% of taxes after year 10. See PILOT Agreement attached.

- b. Projected expiration date of agreement December 31, 2027

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 Adirondack Bank, escrow agent
 Title for Alder Creek Beverages, LLC
 Address 185 Genesee Street, 7th Floor
Utica NY 13501 Attn: Alicia Small

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 _____

leasehold interest

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 874; RPTL 412-a assessment roll year 2008

7. A copy of this application, including all attachments, has been mailed or delivered on 2/13/17 (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 Oneida County Industrial Development Agency hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

February 7, 2017
Date


Signature

FOR USE BY ASSESSOR

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

Date

Assessor's signature

Exhibit A

Application for Real Property Tax Exemption
(Form RP-412-a)
Oneida County Industrial Development Agency
(Alder Creek Beverages, LLC Facility)

3(a). Tax Map Numbers:

34.000-1-36.1
49.000-1-5
49.000-1-15
49.000-1-17
66.000-1-2.1

4(d). Total Cost of Facility:

| Acquisition of Land | Incl with Buildings |
|--------------------------|---------------------|
| Acquisition of Buildings | \$ 2,709,000 |
| Renovation Costs | 230,000 |
| Machinery & Equipment | 3,931,155 |
| Fixtures | 140,000 |
| Installation Costs | 174,500 |
| Operating Permits | 89,117 |
| Legal fees | 50,000 |
| Total: | \$ 7,360,391 |

ALDER CREEK BEVERAGES, LLC

and

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Oneida County Industrial Development Agency
2017 Real Estate Lease
(Alder Creek Beverages, LLC Facility)

Oneida County, Town of Boonville, Adirondack Central School District

Tax Account Nos.: 34.000-1-36.1
49.000-1-5
49.000-1-15
49.000-1-17
66.000-1-2.1

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of February 1, 2017, is by and between **ALDER CREEK BEVERAGES, LLC**, a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, with an address of Box 212, One Nirvana Plaza, Forestport, New York 13338 (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 desires to acquire and renovate a 240,000± square foot building (the "Improvements") situated on a 1,679± acre parcel of land located at One Nirvana Plaza, 12044 State Route 12, Town of Boonville, Oneida County, New York, together with all water rights associated therewith (collectively, the "Land"); and acquire and install equipment in the Improvements (the "Equipment"), all to be used for the manufacture of bottled spring water for distribution to retail sales outlets (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the acquisition, renovation and equipping of the Facility is referred to as the "Project"); and

WHEREAS, Adirondack Bank (the "Bank") financed certain costs of the Facility by making a loan to the Company, secured by a Mortgage and Security Agreement dated December 30, 2015 between the Company and the Bank (the "Mortgage"); and

WHEREAS, in lieu of the Agency and the Company granting a first-priority mortgage to the Agency to secure PILOT Payments to be made by the Company under the Payment-In-Lieu-of-Tax Agreement dated as of February 1, 2017 (the "PILOT Agreement"), the Agency, the Company and the Bank are entering into a PILOT Payment Escrow Account Agreement dated as of February 1, 2017 (the "PILOT Escrow Agreement"); and

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

WHEREAS, the Agency has agreed to accept a leasehold interest in 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 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 Facility or the interest therein of the Company or the occupancy thereof by the Company commencing March 1, 2017, the taxable status date, (the "Exempt Taxes"), because the Agency has a leasehold interest in the Facility and the 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 this Agreement in the form of PILOT Payments (defined below) from the first date of the Exemption Term (as that date is determined by the parties and described herein) through the term of the 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 agreement making provision for payments-in-lieu-of-taxes and such assessments by the Company to the Town of Boonville, 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, the Adirondack Central

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, 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 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) 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) one-third of such taxes from the first through and including the fifth Exemption Year; and

(ii) two-thirds of such taxes from the sixth through and including the tenth Exemption Year; and

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

Anything herein to the contrary, notwithstanding, this Agreement shall terminate on the date on which the Leaseback Agreement shall terminate and the Agency shall terminate its leasehold interest in the Facility pursuant to the Lease Agreement. The benefits under this Agreement are subject to the terms and conditions of a certain Job Creation and Recapture Agreement dated as of February 1, 2017.

(b) 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, 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.

(c) The Bank has agreed to establish an account for the escrow of PILOT Payments to be made hereunder (the "Escrow Agreement"). Any references herein relating to the obligation of the Company to make PILOT Payments shall be construed to mean the Company or the Bank, as prescribed by the Escrow Agreement, so long as the Escrow Agreement is in effect. Notwithstanding anything contained in the PILOT Escrow Agreement to the contrary, the Company shall remain primarily responsible for the faithful performance of this Agreement.

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 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 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 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. Notwithstanding anything herein to the contrary, for so long as this Agreement is in effect, the Company hereby unconditionally and irrevocably waives its right, if any, to apply for and/or receive the benefit of any other real property tax exemption with respect to the Facility, including, without limitation, any real property tax exemption that may be available under Section 485-b and Section 485-e of the Real Property Tax Law.

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 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:

To the Agency: Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441-4105
Attn.: Chairman

With a Copy To: Bond, Schoeneck & King, PLLC
501 Main Street
Rome, New York 13501
Attn.: Linda E. Romano, Esq.

To the Company: Alder Creek Beverages, LLC
Box 212
One Nirvana Plaza
Forestport, New York 13338
Attn.: Wade Abraham, Manager

With a Copy To: The Matt Law Firm, PLLC
1701 Genesee Street
Utica, New York 13501
Attn.: F.X. Matt III, Esq.

To the Bank: Adirondack Bank
185 Genesee Street
Utica, New York 13501
Attn.: Commercial Lending Department

With a Copy To: Kowalczyk & Deery, LLP
185 Genesee Street, 12th Floor
Utica, York 13501
Attn.: Andrew S. Kowalczyk III, 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 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 **PILOT Agreement** as of the date first above written.

ALDER CREEK BEVERAGES, LLC

By: 
Wade M. Abraham
Manager

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
David C. Grow
Chairman

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

On the 7th day of February 2017 before me, the undersigned a notary public in and for said state, personally appeared **Wade M. Abraham**, 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, 2018

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

On the 7th day of February 2017 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, 2018

SCHEDULE A

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

TOWN OF BOONVILLE
13149 State Route 12
Boonville, NY 13309
Attn.: Receiver of Taxes

ADIRONDACK CENTRAL SCHOOL DISTRICT
110 Ford Street
Boonville, NY 13309
Attn.: Receiver of Taxes

SCHEDULE B

EXEMPTION YEARS

| <u>Exemption Year (Assessment Roll Year)</u> | <u>County/Town Taxes</u> | <u>School Taxes</u> |
|---|---------------------------------|----------------------------|
| Year One (03/01/2017) | 01/01/2018 – 12/31/2018 | 07/01/2017 – 06/30/2018 |
| Year Two (03/01/2018) | 01/01/2019 – 12/31/2019 | 07/01/2018 – 06/30/2019 |
| Year Three (03/01/2019) | 01/01/2020 – 12/31/2020 | 07/01/2019 – 06/30/2020 |
| Year Four (03/01/2020) | 01/01/2021 – 12/31/2021 | 07/01/2020 – 06/30/2021 |
| Year Five (03/01/2021) | 01/01/2022 – 12/31/2022 | 07/01/2021 – 06/30/2022 |
| Year Six (03/01/2022) | 01/01/2023 – 12/31/2023 | 07/01/2022 – 06/30/2023 |
| Year Seven (03/01/2023) | 01/01/2024 – 12/31/2024 | 07/01/2023 – 06/30/2024 |
| Year Eight (03/01/2024) | 01/01/2025 – 12/31/2025 | 07/01/2024 – 06/30/2025 |
| Year Nine (03/01/2025) | 01/01/2026 – 12/31/2026 | 07/01/2025 – 06/30/2026 |
| Year Ten (03/01/2026) | 01/01/2027 – 12/31/2027 | 07/01/2026 – 06/30/2027 |