

## AMENDMENT TO SUBLEASE

**THIS AMENDMENT TO SUBLEASE AGREEMENT** (hereinafter the “Amendment”), dated as of May 11, 2023, is by and between the **SCHUYLER COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the “Agency”), a public benefit corporation duly existing under the laws of the State of New York with offices at 216 North Franklin Street, Watkins Glen, New York 14891 and **LILLY BROTHERS BREWING LLC**, a New York limited Liability Company with offices at 250 Old Ithaca Road, Horseheads, New York 14845 (the “Company”).

### RECITALS:

**WHEREAS**, the Agency and the County of Schuyler previously entered into that certain Lease Agreement, dated June 16, 1983, and recorded in the Office of the Schuyler County Clerk at Liber 27 of Leases at Page 237, as secured by that certain Income Assignment Agreement, dated September 19, 1996, and recorded in the Office of the Schuyler County Clerk at Misc. Liber 14 at Page 338, and as amended by (i) that certain amendment dated January 23, 2006, and (ii) a certain Amendment to Sub-lease, dated as of February 2, 2006, and recorded in the Office of the Schuyler County Clerk at Liber 49 of Leases as Page 557, (iii) a certain Lease Amendment, dated as of June 3, 2022, (collectively herein, the “Master Lease Agreement”), such Master Lease Agreement relating to certain parcels of land within the Seneca Harbor Park; and

**WHEREAS**, pursuant to a resolution adopted by the Agency on May 10, 2023, the Agency approved the subtenant’s request to be granted an extension to the lease through October 31, 2023; and

**WHEREAS**, in furtherance of the foregoing, the Agency and Subtenant desire to enter into this Amendment.

**NOW, THEREFORE**, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agency and the Subtenant agree as follows:

1. Complete Agreement. This Agreement supersedes any prior understanding between Agency and Subtenant with respect to the subject matter herein. This Agreement shall be construed in accordance with, and governed by the laws of the State of New York. This Agreement shall be binding upon and inure to the benefit of the Agency and Subtenant, their respective successors and assigns. This Agreement may not be terminated, modified, or amended orally or by any course of conduct and only by an agreement in writing duly executed by Agency and Subtenant.

2. Sublease to remain in full force and effect. Except as amended by this Amendment, all other terms, covenants, and conditions of the Sublease are unchanged and shall remain in full force and effect.

3. Payment of Agency Fees and Expenses. As a condition to the Agency's authorization of this amendment, and upon execution and delivery of this amendment, the Subtenant shall pay all reasonable costs of the Agency in connection herewith, including appraisal and legal fees.

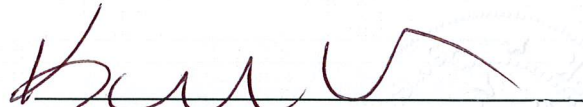
4. Rents and Other Consideration. The rental obligations during the Extension Term are hereby reserved and the Company shall pay rent to the Agency the sum of \$20,000.00 on or before December 1, 2023; plus the Company shall pay three percent (3.00%) of all gross income above \$400,000.00 from the operation of the Facility for the 2023 operating year with detailed operational information supporting the stated gross income for the operation.

*(Remainder of page intentionally left blank)*

[Acknowledgment Page to Sublease Agreement]

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

On the 15<sup>th</sup> day of ~~June~~ May in the year 2023, before me, the undersigned, personally appeared JUDY MCKINNEY-CHERRY, 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 signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

KERRI GREEN  
Notary Public - State of New York  
No. 01GR6183188  
Qualified in Delaware County  
My Commission Expires 3/10/2024

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

On the 11th day of May in the year 2023, before me, the undersigned, personally appeared KEVIN LILLY, 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 signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument..

ADAM M. TOBIAS  
Notary Public, State of New York  
Chemung County No. 01TO6393468  
Commission Expires June 17, 2023

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

**[Signature Page to Sublease Agreement]**

IN WITNESS WHEREOF, the Agency and the Company have caused this Sublease Agreement to be executed in their respective names, all as of the date first above written.

**SCHUYLER COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By: Judy McKinney Cherry  
Name: Judy McKinney-Cherry  
Title: CEO

**LILLY BROTHERS BREWING LLC**

By: Kevin Lilly  
Name: Kevin Lilly  
Title: President

**EXHIBIT A**