

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY  
d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER

AND

MEDTECH LANDING, LLC

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FIRST AMENDMENT TO TAX AGREEMENT

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Dated as of August 1, 2024

Tax Map Numbers:

9.-1-213, 9.-1-214, 9.-1-216.21, 9.-1-217 and 9.-1-218, as may be merged

Address:

Assemblyman R. Stephen Hawley Drive  
Town of Batavia  
Genesee County, New York

## **FIRST AMENDMENT TO TAX AGREEMENT**

THIS FIRST AMENDMENT TO TAX AGREEMENT (this "Amendment") is made as of August 1, 2024 (the "Effective Date") and is by and between **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER**, a public benefit corporation duly existing under the laws of the State of New York with offices located at 99 MedTech Drive, Suite 106, Batavia, New York 14020 (the "Agency") and **MEDTECH LANDING, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York, with offices at 2680 Grand Island Boulevard, Grand Island Boulevard, Grand Island, New York 14072 (the "Company").

**WHEREAS**, the Company and the Agency entered into that certain Tax Agreement dated as of June 1, 2024 (the "Tax Agreement") pursuant to which the Company receives certain real property tax benefits relating to the Facility (as such term is defined in the Tax Agreement); and

**WHEREAS**, the parties hereto wish to amend **Schedule A** to the Tax Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. All of the recitals contained above are hereby incorporated herein by reference.
2. **Schedule A** is hereby replaced in its entirety with **Schedule A** attached hereto as **Exhibit A**.
3. Except as modified by the terms of this Amendment, all other terms, covenants and conditions of the Tax Agreement are hereby ratified and confirmed.
4. All terms used but not defined herein shall have that meaning given to them in the Tax Agreement.
5. To the extent of any inconsistencies between this Amendment and the Tax Agreement, the terms of this Amendment shall control.
6. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank]*

[Signature Page to First Amendment to Tax Agreement]

**IN WITNESS WHEREOF**, the undersigned have duly executed and delivered this Amendment as of the Effective Date.

**GENESEE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY d/b/a GENESEE  
COUNTY ECONOMIC DEVELOPMENT  
CENTER**

By: 

Name: Mark A. Masse

Title: President/CEO

**MEDTECH LANDING, LLC**

By: \_\_\_\_\_

Name: David Mazur

Title: Manager

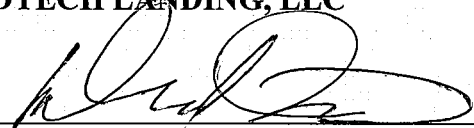
[Signature Page to First Amendment to Tax Agreement]

**IN WITNESS WHEREOF**, the undersigned have duly executed and delivered this Amendment as of the Effective Date.

**GENESEE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY d/b/a GENESEE  
COUNTY ECONOMIC DEVELOPMENT  
CENTER**

By: \_\_\_\_\_  
Name: Mark A. Masse  
Title:

**MEDTECH LANDING, LLC**

By:  \_\_\_\_\_  
Name: David Mazur  
Title: Manager

**EXHIBIT A**  
**SCHEDULE A**  
**TO**  
**TAX AGREEMENT DATED AS OF**  
**JUNE 1, 2024 AS AMENDED AUGUST 1, 2024, BY AND BETWEEN**  
**GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE**  
**COUNTY ECONOMIC DEVELOPMENT CENTER**  
**AND**  
**MEDTECH LANDING, LLC**

<b><u>Tax Year</u></b>	<b><u>School District Tax Year</u></b>	<b><u>County and Town Tax Year</u></b>	<b><u>County Base Payment</u></b>	<b><u>School District Base Payment</u></b>	<b><u>Town Base Payment</u></b>
Interim	2024-25	2025	Full Taxes	Full Taxes	Full Taxes
1	2025-26	2026	\$4,764.00	\$11,692.00	\$1,260.00
2	2026-27	2027	\$4,764.00	\$11,692.00	\$1,260.00
3	2027-28	2028	\$4,764.00	\$11,692.00	\$1,260.00
4	2028-29	2029	\$4,764.00	\$11,692.00	\$1,260.00
5	2029-30	2030	\$4,764.00	\$11,692.00	\$1,260.00
6	2030-31	2031	\$4,764.00	\$11,692.00	\$1,260.00
7	2031-32	2032	\$4,764.00	\$11,692.00	\$1,260.00
8	2032-33	2033	\$4,764.00	\$11,692.00	\$1,260.00
9	2033-34	2034	\$4,764.00	\$11,692.00	\$1,260.00
10	2034-35	2035	\$4,764.00	\$11,692.00	\$1,260.00
11	2035-36	2036	\$4,764.00	\$11,692.00	\$1,260.00
12	2036-37	2037	\$4,764.00	\$11,692.00	\$1,260.00
13	2037-38	2038	\$4,764.00	\$11,692.00	\$1,260.00
14	2038-39	2039	\$4,764.00	\$11,692.00	\$1,260.00
15	2039-40	2040	\$4,764.00	\$11,692.00	\$1,260.00
16	2040-41	2041	\$4,764.00	\$11,692.00	\$1,260.00
17	2041-42	2042	\$4,764.00	\$11,692.00	\$1,260.00
18	2042-43	2043	\$4,764.00	\$11,692.00	\$1,260.00
19	2043-44	2044	\$4,764.00	\$11,692.00	\$1,260.00
20	2044-45	2045	\$4,764.00	\$11,692.00`	\$1,260.00

The Total Tax Payment includes taxation of the Land and any existing improvements located thereon.