



ORANGE COUNTY – STATE OF NEW YORK  
KELLY A. ESKEW, COUNTY CLERK  
255 MAIN STREET  
GOSHEN, NEW YORK 10924

COUNTY CLERK'S RECORDING PAGE  
\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



Recording:

Recording Fee	50.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

BOOK/PAGE: 15196 / 819  
INSTRUMENT #: 20220024917

Sub Total: 75.00

Receipt#: 3016049  
Clerk: KP  
Rec Date: 03/31/2022 03:23:08 PM  
Doc Grp: D  
Descrip: MISC  
Num Pgs: 6  
Rec'd Frm: FRITO LAY INC

Transfer Tax  
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 75.00  
\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

Party1: ORANGE COUNTY INDUSTRIAL DEV  
AGENCY  
Party2: FRITO LAY INC  
Town: WALLKILL (TN)  
36-2-37.11

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
Transfer Tax #: 8370  
Transfer Tax  
Consideration: 0.00

Total: 0.00

Payment Type: Check \_\_\_  
Cash \_\_\_  
Charge \_\_\_  
No Fee \_\_\_

Comment: \_\_\_\_\_

*Kelly A. Eskew*

Kelly A. Eskew  
Orange County Clerk

Record and Return To:

HARRIS BEACH PLLC  
99 GARNSEY RD  
PITTSFORD NY 14534

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**OMNIBUS AMENDMENT**  
**BY AND BETWEEN**  
**ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**  
**AND**  
**FRITO-LAY, INC.**

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DATED AS OF NOVEMBER 1, 2021

**Property Address:**

79 Industrial Place Ext. in the Town of Wallkill,  
Orange County, New York

**Tax Map Parcel No.:**

36-2-37.11

**Affected Tax Jurisdictions:**

Orange County  
Town of Wallkill  
Middletown Central School District

**Record and Return to:**

Lori Palmer, Paralegal  
Harris Beach PLLC  
99 Garnsey Road  
Pittsford, New York 14534

## OMNIBUS AMENDMENT

THIS **OMNIBUS AMENDMENT**, dated as of November 1, 2021 (the "Amendment"), is by and between the **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at Orange County Business Accelerator, 4 Crotty Lane, Suite 100, New Windsor, New York 12553 (the "Agency") and **FRITO-LAY, INC.**, a corporation duly organized and validly existing under the laws of the State of Delaware and authorized to conduct business in the State of New York, with offices at 7701 Legacy Drive, Plano, Texas 75024-4009 (the "Company").

### WITNESSETH:

**WHEREAS**, Title I of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York (the "State"); and

**WHEREAS**, the Agency previously agreed to undertake a certain project for the benefit of Fairbanks MFG LLC ("Fairbanks") consisting of: (A) the acquisition by the Agency of a leasehold or other interest in an approximately 5.7-acre parcel of land located at 79 Industrial Place Ext. in the Town of Wallkill, Orange County, New York (the "Land") and the existing improvements located thereon consisting principally of an approximately 51,408 square-foot building, parking and related improvements (the "Existing Improvements"), (B) the renovation of the Existing Improvements and construction on the Land of an approximately 16,860 square-foot addition to the Existing Improvements to accommodate Fairbank's expanding food manufacturing and distribution business (the "Improvements"); (C) the acquisition and installation in and around the Existing Improvements and the Improvements of certain items of equipment, machinery and other tangible personal property (the "Equipment" and, collectively with the Land, the Existing Improvements and the Improvements, the "Facility"); all to be used by Fairbanks in its business of manufacturing and distributing snack foods; and

**WHEREAS**, in connection with the undertaking by the Agency of the Project, the Agency and Fairbanks entered into a "straight-lease transaction" (as defined in the Section 854(15) of the Enabling Act) (the "Straight Lease Transaction"); and

**WHEREAS**, the Straight Lease Transaction entailed the execution by Agency and Fairbanks of certain transactional documents and instruments including: (a) that certain Lease Agreement, dated as of July 1, 2013, by and between Fairbanks and the Agency (the "Lease Agreement"), a memorandum of which was recorded in the office of the Orange County Clerk on July 19, 2013 in Book 13611 of Deeds, at Page 1553 (the "Memorandum of Lease"); (b) that certain Leaseback Agreement, dated as of July 1, 2013, by and between the Agency and Fairbanks (the "Leaseback Agreement"), a memorandum of which was recorded in the office of the Orange County Clerk on July 19, 2013 in Book 13611 of Deeds, at Page 1557 (the "Memorandum of Leaseback"); (c) that certain Environmental compliance and Indemnification Agreement by Fairbanks, dated as of July 1, 2013 (the "Environmental Compliance Agreement"); (d) that certain Payment In Lieu of Tax Agreement, dated as of July 1, 2013, by

and between the Agency and Fairbanks (the "PILOT Agreement"; and, collectively with the foregoing documents identified above as (a) through (d) and any related documents, the "Agency Documents"); and

**WHEREAS**, Fairbanks merged into the Company, the Company being the surviving entity, and the parties hereto desire to amend the Agency Documents to reflect the same.

**NOW THEREFORE**, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. All references to "Company" in the Agency Documents shall now mean Frito-Lay, Inc.
2. Any notice sections in the Agency Documents referring to Company shall now read as follows:

To the Company:

Frito-Lay, Inc.  
7701 Legacy Drive  
Plano, Texas 75024-4099  
Attn: Frito-Lay Law Department and PepsiCo Economic Development


3. Unless otherwise amended pursuant to the terms contained herein, the terms of the Agency Documents shall remain unchanged.
4. This Omnibus Amendment shall be recorded or filed, as the case may be, in the Office of the Clerk of Orange County, New York, or in such other office as may at the time be provided by law as the proper place for the recordation or filing thereof.

*[Remainder of Page Intentionally Left Blank]*

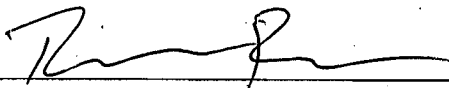
[Signature Page to Omnibus Amendment]

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

**ORANGE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By:   
Name: Michael Torelli  
Title: Chairman

**FRITO-LAY, INC.**

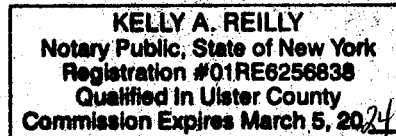
By:   
Name: Thomas Rao  
Title: Sr. Vice President

[Acknowledgement Page to Omnibus Amendment]

STATE OF NEW YORK     )  
COUNTY OF ORANGE    )     SS.:

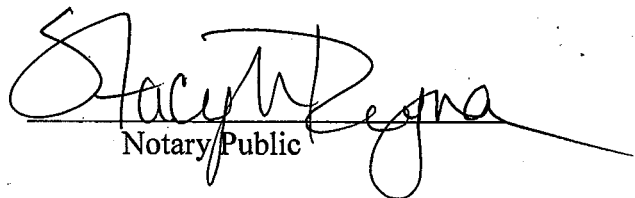
On the 17<sup>th</sup> day of November in the year 2021, before me, the undersigned, personally appeared **MICHAEL TORELLI**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public



STATE OF Texas     )  
COUNTY OF Collin    )     SS.:

On the 29<sup>th</sup> day of November in the year 2021, before me, the undersigned, personally appeared Thomas Rao, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

