

RECEIVED
MAY 02 2019



Christopher C. Canada
Partner
ccanada@hodgsonruss.com

April 30, 2019

VIA REGULAR MAIL

Mr. Kenneth F. Rose
Chief Executive Officer
Montgomery County Industrial Development Agency
9 Park Street – P.O. Box 1500
Fonda, New York 12068

Re: Montgomery County Industrial Development Agency
DG Distribution Northeast, LLC –
Recording of First Omnibus Amendment to Project Documents

Dear Ken:

In connection with the above-referenced matter, enclosed please find one (1) fully executed original of the First Omnibus Amendment to Project Documents (with TP-584 form). As discussed, please arrange for the First Omnibus Amendment to be recorded with the Clerk of Montgomery County, New York and thereafter provide me with a copy of the recorded document for our files.

Please give me a call with any questions.

Very truly yours,

A handwritten signature in black ink, appearing to be "C. Canada", written over a horizontal line.

Christopher C. Canada

Enclosures



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, instructions for Form TP-584, before completing this form. Print or type.

Schedule A — Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY Mailing address P.O. BOX 1500, OLD COUNTY COURTHOUSE City State ZIP code FONDA NEW YORK 12068 Single member's name if grantor is a single member LLC (see instructions)	Social security number Social security number Federal EIN 52-1283539 Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) DG DISTRIBUTION NORTHEAST, LLC Mailing address 100 MISSION RIDGE City State ZIP code GOODLETTSVILLE NEW YORK 12068 Single member's name if grantee is a single member LLC (see instructions)	Social security number Social security number Federal EIN Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
54-2-2.21	272600	2106 State Highway 5S	Florida	Montgomery

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input checked="" type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input type="checkbox"/> Other _____	Date of conveyance <div style="border: 1px solid black; padding: 2px; display: inline-block;"> 4 / 1 / 2019 <small>month day year</small> </div>	Percentage of real property conveyed which is residential real property <u>0</u> % <i>(see instructions)</i>
---	--	--	---

Condition of conveyance (check all that apply)

- | | | |
|--|--|---|
| a. <input type="checkbox"/> Conveyance of fee interest

b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____%)

c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____%)

d. <input type="checkbox"/> Conveyance to cooperative housing corporation

e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)

g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)

h. <input type="checkbox"/> Conveyance of cooperative apartment(s)

i. <input type="checkbox"/> Syndication

j. <input type="checkbox"/> Conveyance of air rights or development rights

k. <input type="checkbox"/> Contract assignment | l. <input type="checkbox"/> Option assignment or surrender

m. <input type="checkbox"/> Leasehold assignment or surrender

n. <input type="checkbox"/> Leasehold grant

o. <input type="checkbox"/> Conveyance of an easement

p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)

q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state

r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
s. <input checked="" type="checkbox"/> Other (describe) <u>1st Amendment to Project</u> |
|--|--|---|

<i>For recording officer's use</i>	Amount received Schedule B., Part I \$ _____ Schedule B., Part II \$ _____	Date received	Transaction number Documents
------------------------------------	--	---------------	------------------------------

Schedule B — Real estate transfer tax return (Tax Law, Article 31)

Part I – Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		
2.		
3.		0 00
4.		0 00
5.		
6.		0 00

Part II – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part I, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: *(check the appropriate box)*

1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
 2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

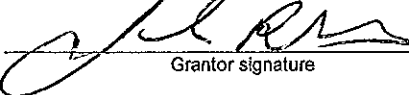
Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

 - Other *(attach detailed explanation)*.
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
 4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the NYC Department of Finance.)*

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY DG DISTRIBUTION NORTHEAST, LLC

 _____ Grantor signature	(Vice) Chairman _____ Title	_____ Grantee signature	_____ Authorized Representative Title
_____ Grantor signature	_____ Title	_____ Grantee signature	_____ Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

- 1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

Other (attach detailed explanation).

- 3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the NYC Department of Finance.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

DG DISTRIBUTION NORTHEAST, LLC

 Grantor signature (Vice) Chairman Title Grantee signature Authorized Representative Title

 Grantor signature Title Grantee signature Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the NYC Department of Finance? If no recording is required, send your check(s), made payable to the Department of Taxation and Finance, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ to _____ (see instructions).
Date Date
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

DG DISTRIBUTION NORTHEAST, LLC

FIRST OMNIBUS AMENDMENT TO PROJECT DOCUMENTS

DATED AS OF APRIL 1, 2019

RELATING TO A CERTAIN APPROXIMATELY 100 ACRE PARCEL
OF LAND LOCATED AT THE INTERSECTION OF STATE HIGHWAY
5S AND FORT HUNTER ROAD IN THE TOWN OF FLORIDA,
MONTGOMERY COUNTY, NEW YORK.

TABLE OF CONTENTS

(This Table of Contents is for convenience of reference only and is not part of the First Omnibus Amendment)

	<u>PAGE</u>
PARTIES	1
RECITALS	1
SECTION 1. Definitions	2
SECTION 2. Additional Representations and Warranties by the Company	2
SECTION 3. Omnibus Amendments to the Project Documents	3
SECTION 4. Provisions of First Omnibus Amendment Construed with the Original Project Documents.....	3
SECTION 5. Project Documents as Amended to Remain in Effect.....	3
SECTION 6. Execution of Counterparts	4
SECTION 7. Recording and Filing	4
SIGNATURES.....	5
ACKNOWLEDGMENTS.....	6

FIRST OMNIBUS AMENDMENT TO PROJECT DOCUMENTS

THIS FIRST OMNIBUS AMENDMENT TO PROJECT DOCUMENTS (the "First Omnibus Amendment") dated as of April 1, 2019 (the "First Omnibus Amendment") by and between MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 9 Park Street, Fonda, New York (the "Agency"), and DG DISTRIBUTION NORTHEAST, LLC (the "Company"), a limited liability company organized and existing under the laws of the State of Tennessee, having an office for the transaction of business located at 100 Mission Ridge, Goodlettsville, Tennessee (the "Company");

WITNESSETH:

WHEREAS, Title 1 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; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 631 of the Laws of 1973 of the State (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in March 2016, the Company presented an application (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project to include the following: (A) (1) the acquisition of an interest in an approximately 100 acre parcel of land located at the intersection of State Highway 5S and Fort Hunter Road in the Town of Florida, Montgomery County, New York (the "Land"), (2) the construction on the Land of an approximately 750,000 square foot building (the "Facility"), (3) the acquisition and installation of certain machinery and equipment therein and thereon (the "Equipment") (the Land, the Facility and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to constitute a warehouse and distribution facility; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes, and mortgage recording taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on October 4, 2016 (the "Approving Resolution"), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of January 1, 2017 (the "Lease Agreement") between the Agency and the Company (the "Lease Agreement"), a uniform agency project agreement dated as of January 1, 2017 (the "Uniform Agency Project Agreement") and certain other documents related thereto and to the Project (collectively with the Lease Agreement and the Uniform Agency Project Agreement, the "Project Documents"). Pursuant to the terms of the Lease Agreement, (A) the Company agreed (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency leased the Project Facility to the Company. The Lease Agreement granted to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), the Company executed and delivered to the Agency a certain lease to agency dated as of January 1, 2017 (the "Lease to Agency") by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company leased to the Agency a portion of the Land and all improvements now or hereafter located on said portion of the Land (collectively, the "Leased Premises"); and

WHEREAS, capitalized terms not otherwise defined herein will have the meanings ascribed to such terms in the Lease Agreement; and

WHEREAS, the Agency recorded (1) a certain memorandum of underlying lease on February 14, 2017 in the Montgomery County Clerk's office as Instrument Number 2017-71615 (the "Memorandum of Underlying Lease") and (2) certain memorandum of lease agreement on February 14, 2017 in the Montgomery County Clerk's office as Instrument Number 2017-71616 (the "Memorandum of Lease Agreement") (collectively, the "Recorded Documents") in connection with the Project; and

WHEREAS, the Recorded Documents contained references to a termination date of February 1, 2033; and

WHEREAS, the Agency received a letter dated July 13, 2018 from the Company pursuant to which the Company, as a result of permitting and weather delays relating to the Project, requested the extension of the expiration date under the Sales Tax Exemption Letter until December 31, 2019; and

WHEREAS, pursuant to a resolution adopted by the Agency on July 19, 2018, the Agency authorized such extension of the expiration date under the Sales Tax Exemption Letter; and

WHEREAS, in connection with such extension, certain modifications are required to be made to the Project Documents, including the Recorded Documents (collectively, the "Modifications"); and

WHEREAS, the Agency and the Company now desire to amend the Project Documents, including the Recorded Documents, to provide for the Modifications;

NOW, THEREFORE, it is mutually agreed as follows:

SECTION 1. DEFINITIONS. All capitalized terms used in this First Omnibus Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Project Documents.

SECTION 2. ADDITIONAL REPRESENTATIONS AND WARRANTIES BY THE INSTITUTION. The Company represents and warrants to the Agency as follows: (A) the Company is duly organized and validly existing as a business corporation organized and existing under the laws of the Tennessee; (B) the Company has all necessary power and authority to execute, deliver and perform this First Omnibus Amendment and each other agreement, certificate, document or other writing to be executed and delivered by the Company in connection with the execution and delivery of this First Omnibus Amendment (collectively with this First Omnibus Amendment, the "Company Documents"); (C) the execution, delivery and performance by the Company of this First Omnibus Amendment and each other Company Document (1) have been duly authorized by all necessary action of the Company, (2) do not and will not violate the certificate of incorporation or bylaws of the Company, or any agreement, instrument or other writing to which the Company is a party or by which the Company or any asset of the Company is bound or any contractual or governmental restriction to which the Company or any asset of the Company is subject, (3) do not and will not require any authorization, approval, permit or consent from, any registration or filing with, any declaration or notice to or any other act by or relating to (a) any individual, partnership, corporation or other non-governmental entity other than the Company or (b) any

court, agency or other governmental entity, and (4) do not and will not result in the imposition of any security interest or other lien or encumbrance upon any of the assets of the Company pursuant to any agreement, instrument or other writing to which the Company is a party or to which the Company or any asset of the Company is bound; (D) this First Omnibus Amendment and the other Company Documents have been duly executed and delivered by the Company and each constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms; except to the extent that enforcement may be limited by applicable bankruptcy and insolvency laws affecting the enforcement of creditors' rights generally as well as equitable principles; and (E) each representation and warranty made by the Company in the Project Documents is true and correct as of the date of this First Omnibus Amendment.

SECTION 3. OMNIBUS AMENDMENTS TO THE PROJECT DOCUMENTS. The Project Documents are hereby amended as follows:

(A) All references to February 1, 2033 are hereby deleted in their entireties in (1) the Project Documents, including Section 3.2 of the Lease to Agency and Section 5.2 of the Lease Agreement, respectively, and (2) in the Recorded Documents and in lieu thereof there is hereby substituted in each case February 1, 2034.

(B) The definition of "Completion Date" in Section 1.1 of the Lease Agreement is hereby deleted in its entirety and in lieu thereof there is substituted the following:

"Completion Date" means the earlier to occur of (A) December 31, 2019 or (B) such date as shall be certified by the Company to the Agency as the date of completion of the Project pursuant to Section 4.2 of the Lease Agreement, or (C) such earlier date as shall be designated by written communication from the Company to the Agency as the date of completion of the Project.

(C) The table set forth in Section 3.02(E) of the Uniform Agency Project Agreement is deleted in its entirety and in lieu thereof there is substituted the following:

Year	Full Time Equivalent Employees
2019	0
2020	250
2021	380
2022	430
2023 and thereafter	430

(D) Except as herein modified, each Project Document is unmodified and in full force and effect, except that references to each other Project Document in each Project Document shall mean such other Project Document as modified by this First Omnibus Amendment. All references to each Project Document in all documents executed in connection therewith or herewith shall mean each Project Document as modified by this First Omnibus Amendment and as each Project Document may be further amended, renewed, extended, modified, substituted, or supplemented from time to time.

SECTION 4. PROVISIONS OF FIRST OMNIBUS AMENDMENT CONSTRUED WITH ORIGINAL PROJECT DOCUMENTS. All of the covenants, agreements and provisions of this First Omnibus Amendment shall be deemed to be and construed as part of the Project Documents and vice versa to the same extent as if fully set forth verbatim therein and herein. In the event of any variation or inconsistency between any covenant, agreement or provision contained in this First Omnibus Amendment

and any covenant, agreement or provision contained in a Project Document as originally executed, the covenant, agreement or provision contained herein shall govern.

SECTION 5. PROJECT DOCUMENTS AS AMENDED TO REMAIN IN EFFECT. Except as amended by this First Omnibus Amendment, the Project Documents shall remain in full force and effect and the terms and conditions thereof are hereby confirmed.

SECTION 6. EXECUTION OF COUNTERPARTS. This First Omnibus Amendment may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

SECTION 7. RECORDING AND FILING. This First Omnibus Amendment shall be recorded by the Agency in the office of the County Clerk of Montgomery County, New York, or in such other office as may at the time be provided by law as the proper place for the recordation thereof.

[Remainder of page left blank intentionally]

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

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY:  _____
-(Vice) Chairman

DG DISTRIBUTION NORTHEAST, LLC

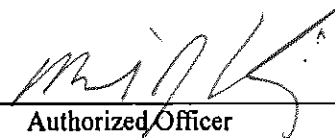
BY: _____
Authorized Officer

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

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

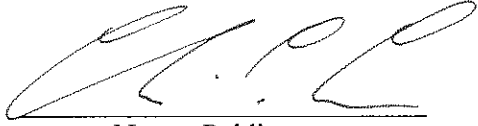
BY: _____
(Vice) Chairman

DG DISTRIBUTION NORTHEAST, LLC

BY:  _____
Authorized Officer

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

On the 14th day of March, in the year 2019, before me, the undersigned personally appeared John McGlone, 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.

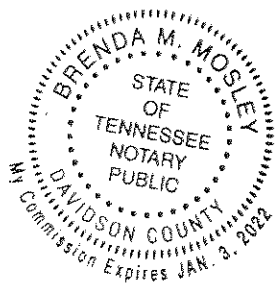


Notary Public

CHRISTOPHER CHARLES CANADA
Notary Public in the State of New York
Qualified in Onon. Co. No. 02CA6246950
My Commission Expires Aug. 15, 2019

STATE OF TENNESSEE)
 : SS.
COUNTY OF DAVIDSON)

On the 15th day of April, in the year 2019, before me, the undersigned, personally appeared Michael J. Kindy, 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.



Brenda M. Mosley
Notary Public