

HARRIS BEACH PLLC
ATTORNEYS AT LAW

December 23, 2024

445 HAMILTON AVENUE, SUITE 1206
WHITE PLAINS, NY 10601
(914) 683-1200

ADRIANA M. BARANELLO
ASSOCIATE
DIRECT: 914.298.3023
FAX: 914.683.1210
ABARANELLO@HARRISBEACH.COM

VIA FEDERAL EXPRESS
TRACKING NO. 283832788544

Mr. Joseph Battaglia
Town of Pelham Assessor
34 Fifth Avenue
Pelham, New York 10803

***Re: PELHAM GREEN LLC and County of Westchester Industrial Development
Agency***

***PILOT Agreement and NYS Form RP-412-a, "Application for Real Property
Tax Exemption"***

***Premises: 217 Fifth Avenue, Village of Pelham
Section 163.36 Block 2 Lot 19, 23, 24***

Dear Mr. Battaglia:

On behalf of the County of Westchester Industrial Development Agency, I have enclosed for you, the Assessor of the jurisdiction within which the above-referenced project is located, a completed and signed Amended NYS Form RP-412-a "Application for Real Property Tax Exemption" with a signed copy of the related PILOT Agreement.

Should you have questions, please contact me at (914) 298-3026. Thank you.

Very truly yours,

Adriana M. Baranello

Enclosures

cc: Affected Taxing Jurisdiction Officials
indicated on Schedule A attached hereto (w/encs. – copies)

Schedule A

WESTCHESTER COUNTY

Via Certified Mail

No. 9589071052700100601678

The Honorable George Latimer
Westchester County Executive
148 Martine Avenue, 9th Floor
White Plains, New York 10601

Via Certified Mail

No. 9589071052700100601654

Tami S. Altschiller, Esq.
Contracts and Real Estate Bureau
Westchester County Attorney's Office
148 Martine Avenue, 6th Floor
White Plains, New York 10601

Via Certified Mail

No. 9589071052700100601630

Westchester County Tax Commission
Attn: Executive Director
110 Dr. Martin Luther King Jr. Blvd.
Room L-222
White Plains, New York 10601

VILLAGE OF PELHAM

Via Certified Mail

9589071052701243023167

Hon. Chance Mullen
Village Mayor
195 Sparks Avenue
Pelham, New York 10803

PELHAM UNION FREE SCHOOL DISTRICT

Via Certified Mail

#9589071052700100599227

Dr. Cheryl Champ
Superintendent of Schools
The Sanborn Map Building
629 Fifth Avenue
Pelham, New York 10803

Via Certified Mail

No. 9589071052700100601661

The Honorable Benjamin Boykin
Chair of Westchester County Board of Legislators
148 Martine Avenue, 8th Floor
White Plains, New York 10601

Via Certified Mail

No. 9589071052700100601647

Ann Marie Berg, Commissioner
Westchester County Department of Finance
148 Martine Avenue, Suite 720
White Plains, New York 10601

Via Certified Mail

No. 9589071052700100601623

Cesar Vargas
First Deputy Commissioner
Westchester County Department of Finance
148 Martine Avenue, Suite 720
White Plains, New York 10601

TOWN OF PELHAM

Via Certified Mail

#9589071052700100599210

Hon. Dan McLaughlin
Town Supervisor
34 Fifth Avenue
Pelham, NY 10803

Via Certified Mail

#9589071052700100599203

Ms. Jackie DeAngelis
President of the Board of Education
The Sanborn Map Building
629 Fifth Avenue
Pelham, New York 10803



**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 County of Westchester Industrial Development Agency
Street 148 Martine Avenue, Room 903
City White Plains, New York 10601
Telephone no. Day (914) 995-2900
Evening () _____
Contact Joan McDonald
Title Chairperson

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name Pelham Green 2 LLC
Street 826 Broadway, 11th Floor
City New York, NY 10003
Telephone no. Day (212) 710-6025
Evening () _____
Contact Joseph Riggs
Title Authorized

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year)
Section: 163.36; Block: 2; Lot 19, 23, 24
- b. Street address 217 Fifth Avenue
- c. City, Town or Village Village of Pelham
- d. School District Pelham UFSD
- e. County Westchester
- f. Current assessment n/a
- g. Deed to IDA (date recorded; liber and page)
Lease to IDA (pending; pending)

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

- a. Brief description (include property use) Construction, improving, maintaining and equipping of a transit-oriented development consisting of residential units and amenities, retail space, and parking.
- b. Type of construction Steel, concrete, etc.
- c. Square footage unknown
- d. Total cost approx. \$116,000,000
- e. Date construction commenced Immediately
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)
June 30, 2048

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 See attached PILOT Agreement
- _____
- _____
- _____

- b. Projected expiration date of agreement June 30, 2048

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Westchester</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Pelham</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village <u>Pelham</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
School District <u>Pelham UFSD</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Pelham Green LLC
 Title Joseph Riggs, Authorized Party
 Address 826 Broadway, 11th Floor
New York, NY 10003

e. Is the IDA the owner of the property? ☐ Yes ☒ No (check one)

If "No" identify owner and explain IDA rights or interest

Telephone 212-710-6025

in an attached statement. No: Occupant owns the property and leases to IDA.

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) ☒ Yes ☐ No YES: Property was a municipal parking lot owned by the Village of Pelham.

If yes, list the statutory exemption reference and assessment roll year on which granted:

exemption RPTL Section 404(1) assessment roll year Information unavailable

7. A copy of this application, including all attachments, has been mailed or delivered on _____ (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Joan McDonald, Chairperson _____ of _____

Name

Title

County of Westchester Industrial Development Agency hereby certify that the information

Organization

on this application and accompanying papers constitutes a true statement of facts.

12.10.2024

Date


 Signature

Clear Form

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

COUNTY OF WESTCHESTER INDUSTRIAL DEVELOPMENT AGENCY

and

PELHAM GREEN LLC

AMENDED AND RESTATED PAYMENT IN LIEU OF TAXES AGREEMENT

Dated as of December 23, 2024

Property Location: 217 Fifth Avenue
Village of Pelham
Town of Pelham
Westchester County, New York

Tax Map Number:
Section: 163.36
Block: 2
Lots: 19, 23, and 24

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Adriana M. Baranello, Esq.
Harris Beach PLLC
445 Hamilton Avenue, Suite 1206
White Plains, New York 10601

TABLE OF CONTENTS

(This Table of Contents is not a part of the
Payment in Lieu of Taxes Agreement and is for convenience of reference only.)

	<u>PAGE</u>
Parties	1
Recitals	1

ARTICLE I

DEFINITIONS

Section 1.1. Definitions	3
--------------------------------	---

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of Agency	6
Section 2.2. Representations and Warranties of Company	7

ARTICLE III

COVENANTS AND AGREEMENTS

Section 3.1. Tax Exempt Status of Project	9
Section 3.2. Payment in Lieu of Taxes	10
Section 3.3. Obligations of Agency	12
Section 3.4. [Reserved]	13
Section 3.5. Assignability by the Company	13
Section 3.6. Review of Assessments	13

ARTICLE IV

LIMITED OBLIGATIONS OF THE PARTIES

Section 4.1.	No Recourse; Limited Obligation of the Agency	14
Section 4.2.	No Recourse; Limited Obligation of the Company	15

ARTICLE V

EVENTS OF DEFAULT

Section 5.1.	Events of Default	16
Section 5.2.	Permitted Mortgagee Cure Rights.....	16
Section 5.3.	Remedies on the Company's Default	16
Section 5.4.	Remedies of the Agency; Recording of Deed and Other Documents	16
Section 5.5.	Payment of Attorneys' Fees and Expenses	17
Section 5.6.	Remedies; Waiver and Notice	17

ARTICLE VI

MISCELLANEOUS

Section 6.1.	Term of Agreement	18
Section 6.2.	Reserved.....	18
Section 6.3.	Company Acts	18
Section 6.4.	Amendment of Agreement	18
Section 6.5.	Agreement to Run with the Land	19
Section 6.6.	Notices	19
Section 6.7.	Binding Effect	21
Section 6.8.	Severability	21

Section 6.9. Counterparts	21
Section 6.10. Applicable Law	21
Section 6.11. Recording	21
Section 6.12. Village, Town, School District and the County as Third Party Beneficiaries	21
Testimonium	22
Signatures	22
Acknowledgments	23
Schedule A - Real Property Description	
Schedule B – Computation of the PILOT Payments	

AMENDED AND RESTATED PAYMENT IN LIEU OF TAXES AGREEMENT
IDA OSC Project Code: 5506-23-01

THIS AMENDED AND RESTATED PAYMENT IN LIEU OF TAXES AGREEMENT, dated as of December 23, 2024 (this “**PILOT Agreement**” or “**Agreement**”), is made by and between the **COUNTY OF WESTCHESTER INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York (the “**State**”) having an office for the transaction of business at 148 Martine Avenue, White Plains, New York 10601 (the “**Agency**”), and **PELHAM GREEN 2 LLC**, a limited liability company duly organized and existing under the laws of the State of Delaware and authorized to do business in the State of New York, having an office at 826 Broadway, 11th Floor, New York, New York 10003 (the “**Company**” as successor by assignment to Pelham Green LLC (“**Pelham Green**”)). Capitalized terms used not otherwise defined herein shall have the respective meanings assigned to such terms in the Project Agreement referred to below.

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State (the “**IDA Act**”) was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State; and

WHEREAS, the IDA Act, as amended from time to time, authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and furnish real and personal property, whether or not now in existence or under construction, which shall be suitable for, among other things, manufacturing, warehousing, research, civic, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease and to sell its projects, to charge and collect rent therefor, to mortgage any or all of its facilities and to enter into an agreement which includes provisions such as those contained in this PILOT Agreement; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act, Chapter 788 of the Laws of 1976 of the State, as amended by Chapter 564 of the Laws of 1983 (said chapter and the IDA Act, as amended, being hereinafter collectively referred to as the “**Act**”), the Agency was created for the benefit of the County of Westchester and the inhabitants thereof and is empowered under the Act to undertake projects in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Agency has this day acquired a leasehold title interest in certain real property more particularly described in Schedule “A” attached hereto and the improvements located thereon and improvements or additions to be constructed thereon, together with various items of equipment to be utilized in connection therewith, all in connection with and in reliance upon the application, dated May 2, 2022 (as amended from time to time, the “**Application**”), that

Pelham Green submitted to the Agency for financial assistance which the Agency has previously acted upon by Resolution, and subject to the Company Lease (as defined below); and

WHEREAS, by resolution dated October 28, 2022, the Agency adopted a resolution (the "**Resolution**"), authorizing the Agency, among other things, to appoint Pelham Green LLC ("**Pelham Green**") its true and lawful agent for the purposes of a certain "**project**", within the meaning of the Act (the "**Project**"), to be located within the territorial boundaries of the Village of Pelham (the "**Village**") and Town of Pelham (the "**Town**") on 1.2 acres of land located at 217 Fifth Avenue, Pelham, Westchester County, New York (Section 163.36, Block 2, Lots 19, 23 and 24) (the "**Land**"); and

WHEREAS, the Project shall consist of: (A) the Agency taking title, possession or control (by deed, lease, license or otherwise) of the Land and improvements located thereon (the "**Facility Realty**"); (B) the lease, sublease, or installment sale of the Facility Realty back to the Company; and the construction, renovation, improving, maintaining and equipping upon the Facility of a five-story, 259,900 gross square foot transit-oriented development consisting of: (i) 127 residential rental units ("**Residential Units**") comprised of four (4) studio apartments, fifty-three (53) one-bedroom apartments, sixty-four (64) two-bedroom apartments, and six (6) three-bedroom apartments, of which six (6) units will be designated as workforce housing with rents at or under 80% Average Median Income ("**AMI**"); (ii) resident amenities including a gym, business center, lounge and roof top deck; (iii) approximately 4,809 square feet of retail space; (iv) two hundred nineteen (219) parking spaces of which one hundred fifty-nine (159) are private spaces and sixty (60) are public spaces (collectively, the "**Improvements**"); and (C) the acquisition and installation in and around the Facility Realty and Improvements of certain materials, fixtures, machinery and equipment (the "**Project Equipment**"); and together with the Facility Realty and the Improvements, and as more fully described in the Application, collectively, the "**Project Facility**" or "**Facility**"; and

WHEREAS, on March 19, 2019, the Village selected Pelham House, LLC ("**Pelham House**") as a preferred developer to create a master land use plan that would redevelop several Village-owned properties along the Fifth Avenue commercial corridor; and

WHEREAS, by a certain Disposition Agreement (the "**Disposition Agreement**") dated January 7, 2021, by and between the Village and the Pelham Local Development Corporation (the "**LDC**"), the Village transferred its interest in the Land to the LDC; and

WHEREAS, pursuant to a certain Land Development Agreement (the "**LDA**"), dated as of January 7, 2021, as amended as of October 11, 2022, by and between the LDC and Pelham House, predecessor in interest to Pelham Green, the parties agreed to proceed with the construction of a new municipal center and a privately sponsored mixed-use project; and

WHEREAS, pursuant to a letter dated June 14, 2022, Pelham House submitted a request to the Village and the LDC to designate Pelham Green as an Eligible Transferee (as defined in the LDA), to allow Pelham House to assign its interests in the LDA to Pelham Green which the LDC approved on August 10, 2022; and

WHEREAS, by a certain Assignment and Assumption Agreement (the “**Assignment Agreement**”), dated September 8, 2022, Pelham House assigned its interests in the LDA to Pelham Green; and

WHEREAS, the LDA contemplates that the Land will be transferred from the Village to Pelham Green by and through the LDC in two phases: (i) part of the Land, being composed of Section 163.36, Block 2, Lots 23 (the “**Lot 23**”), Section 163.36, Block 2, Lot 24 (the “**Lot 24**”) to be conveyed on or about the date of the Second Closing (as such term is defined in the LDA) and (ii) part of the Land, being composed of Section 163.36, Block 2, Lot 19 (“**Lot 19**”) was to be conveyed to Pelham Green on or about June 13, 2023 (the “**Commencement Date**”); and

WHEREAS, in consideration for conveying fee title to Lot 19 and as condition precedent to, and consideration for conveying fee title to Lot 23 and Lot 24 to Pelham Green, Pelham Green agreed to (i) construct new municipal facilities for the benefit and use by the Village consisting of a new fire house, police station, and Village administrative offices, on certain property located at 200 Fifth Avenue, Village of Pelham, Westchester County, New York (Section 163.36, Block 2, Lot 28) (the “**Pelham Green Property**”), and (ii) convey the Pelham Green Property, as improved, to the Village (collectively, the “**Municipal Project**”); and

WHEREAS, the Municipal Project is not part of the Project and no “financial assistance”, as defined by the Act, was requested from the Agency for the Municipal Project; and

WHEREAS, in furtherance of the Project, Pelham Green and the Agency entered into various agreements, including (i) a certain Project Agreement, dated as of June 13, 2023 (as assigned, by the Assignment of Project Agreement (as defined in the Project Agreement), the “**Original Project Agreement**”), (ii) a certain Company Lease, dated as of June 13, 2023 (as assigned by the Assignment of Company Lease (as defined in the Project Agreement), the “**Original Company Lease**”), a memorandum of which was recorded in the Office of the Westchester County Clerk on July 5, 2023, at Control Number 630583289, (iii) a certain Agreement of Sublease, dated as of June 13, 2023 (as assigned by the Assignment of Sublease (as defined in the Project Agreement), the “**Original Agency Sublease**”), a memorandum of which was recorded in the Office of the Westchester County Clerk on July 5, 2023, at Control Number 630583295, (iv) a certain Payment in Lieu of Tax Agreement, dated as of June 13, 2023 (as assigned by the Assignment of PILOT Agreement (as defined in the Project Agreement), the “**Original PILOT Agreement**”), (v) a certain PILOT Mortgage, dated as of June 13, 2023 (as assumed pursuant to the Assumption of PILOT Mortgage (as defined in the Project Agreement), the “**Original PILOT Mortgage**”), which was recorded in the Office of the Westchester County Clerk on July 5, 2023, at Control Number 631583339, and (vi) such other documents or instruments executed by Pelham Green and the Agency with respect to the Financial Assistance (as defined in this Agreement) (collectively, the “**Original Project Documents**”); and

WHEREAS, by correspondence dated October 9, 2024, Pelham Green notified the Agency that due to certain lender requirements for financing the Project, the Company was requesting the Agency’s consent to transfer and assign all right title and interest in the Project to the Company, a new special purpose entity under common control with Pelham Green (the “**Transfer Request**”); and

WHEREAS, the Company is an affiliate of Pelham Green, and Assignor and Assignee share the same beneficial owners; and

WHEREAS, by resolution dated November 25, 2024, the Agency consented to and approved the Transfer Request; and

WHEREAS, the Original Project Documents have been or will be assigned to the Company as of even date herewith; and

WHEREAS, the conditions precedent to the Second Closing have been met; and

WHEREAS, as of even date herewith (i) Pelham Green has or will convey the Municipal Project to the Village, (ii) the Village has or will convey fee title to Lot 23 and Lot 24 to Pelham Green and (iii) Pelham Green has or will convey fee title to Lot 19, Lot 23 and Lot 24 to the Company; and

WHEREAS, by agreement of the parties, the Original Project Documents will now be amended and restated in their entirety in accordance with their terms, and the Company will assume all obligations of Pelham Green under the Original Project Documents; and

WHEREAS, the Facility Realty will now include Lot 19, Lot 23 and Lot 24; and

WHEREAS, in furtherance of the Project, the Agency and the Company desire to amend and restate the Original PILOT Agreement, as provided herein and therein; and

WHEREAS, the Agency and Company, of even date hercof will (i) amend and restate the Original Project Agreement, pursuant to a certain Amended and Restated Project Agreement, dated as of the date hereof (the "**A&R Project Agreement**") and together with the Original Project Agreement, the "**Project Agreement**", and as the same may be amended or supplemented from time to time), (ii) amend and restate the Original Company Lease, pursuant to a certain Amended and Restated Company Lease Agreement, dated as of even date hereof (the "**A&R Company Lease**"; and, together with the Original Company Lease, the "**Company Lease**", and as the same may be amended or supplemented from time to time), (iii) (ii) amend and restate the Original Company Lease, pursuant to a certain Amended and Restated Company Lease Agreement, dated as of even date hereof (the "**A&R Sublease**"; and, together with the Original Company Lease, the "**Agency Sublease**", and as the same may be amended or supplemented from time to time), and (iv) amend, restate and spread the lien of the Original PILOT Mortgage, pursuant to a certain Amended and Restated PILOT Mortgage and Spreader Agreement, dated as of the date hercof (the "**A&R PILOT Mortgage**" and together with the Original PILOT Mortgage, the "**PILOT Mortgage**", and as the same may be amended or supplemented from time to time); and

WHEREAS, the Project constitutes a "project" within the meaning of the Act and is to be used for the purposes set forth in the Project Agreement all in accordance with the Act; and

WHEREAS, the Project is located within the boundaries of the Municipalities; and

WHEREAS, in order to induce the Project and to enable the Company to achieve and provide the Public Benefits, the Agency has determined to provide to the Company "financial

assistance" (as such term is defined in the Act) in the form of, among other things, an abatement or reduction in real property taxes to the extent provided in this Agreement; and

WHEREAS, under the present provisions of the Act and Section 412 a of the RPTL, the Agency is not required to pay Real Estate Taxes upon any of the property acquired by it or under its jurisdiction or supervision or control, such as will occur under the Company Lease and the Agency Sublease; and

WHEREAS, the Agency has made it a condition to its entering into this Project and the Project Agreement that the Company agree to make PILOT Payments pursuant to this PILOT Agreement with respect to the Project; and

WHEREAS, the Municipalities rely on future receipt of real property taxes which would be received by the Municipalities but for the involvement of the Agency in the Project, including, without limitation, Real Estate Taxes; and

WHEREAS, the PILOT Payments contemplated by this PILOT Agreement are in lieu of Real Estate Taxes which would be payable with respect to the Project during the term of this PILOT Agreement; and

WHEREAS, upon the acquisition of title to the Facility Realty, the Company shall pay no real property taxes and no PILOT Payments, except for Special Levies, shall be due until the date of the issuance of the first temporary or final certificate of occupancy for all or any portion of the Project Facility ("**Project Completion**"); and

WHEREAS, commencing on as of the date of Project Completion, the Year 1 PILOT Payments shall be due and the Company shall make annual PILOT Payments thereafter for the next nineteen years, as set forth on the payment schedule attached hereto as Exhibit B; and

WHEREAS, the Company is desirous that the Agency enter into the Project Documents, and the Company is willing to enter into this PILOT Agreement in order to induce the Agency to enter into the Project Documents; and

NOW, THEREFORE, in consideration of the matters above recited, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions.

The following words and terms used in this PILOT Agreement shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent:

"Act" means the Act described in the recitals hereof.

“Affiliate” means a Person which directly or indirectly through one or more intermediaries controls, or is under common control with, or is controlled by, another Person (which includes the Company). The term “control” (including the related terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person (including the Company), whether through the ownership of voting securities, by contract or otherwise.

“Agency” means (A) the County of Westchester Industrial Development Agency and its successors and assigns, and (B) any public benefit corporation or other public corporation resulting from or surviving any consolidation or merger to which the County of Westchester Industrial Development Agency or its successors or assigns may be a party.

“Agency Sublease” means the Sublease Agreement described in the recitals hereof

“Application” means the Application described in the recitals hereof.

“Commencement Date” means June 13, 2023.

“Company” means Pelham Green 2 LLC, a Delaware limited liability company, and its successors and assigns.

“Company Lease” means the Company Lease described in the recitals hereof.

“County” means the County of Westchester.

“Environmental Laws” means all Federal, State and local environmental laws or regulations having the force of law applicable to the Project.

“Event of Default” means, with respect to this PILOT Agreement, any of those events defined as Events of Default by the terms of Article V hereof.

“Facility Realty” means the Facility Realty described in the recitals hereof.

“Full Taxes” shall mean all property taxes, not including Special Levies, payable with respect to the Facility calculated in an amount equal to the amounts that would have been paid if the Agency were not in title and no exemption was available.

“Governmental Authority” means the United States, the State, any other state and any political subdivision thereof, and any agency, department, commission, board, bureau or instrumentality of any of them.

“Hazardous Materials” means all hazardous materials including, without limitation, any flammable explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended (42

U.S.C. Sections 9601, *et seq.*), Articles 15 or 27 of the State Environmental Conservation Law, or in the regulations adopted and publications promulgated pursuant thereto, or any other Federal, State or local environmental law, ordinance, rule or regulation having the force of law.

“IDA Act” means the IDA Act described in the recitals hereof.

“LDC” means the Pelham Local Development Corporation.

“Mezzanine Administrative Agent” means RDF Agent, LLC, a Delaware limited liability company, in its capacity as the administrative agent (together with its successors and/or assigns) for DF4 Pelham, LLC, a Delaware limited liability company (together with its successors and/or assigns), and additional lenders from time to time party to that certain Mezzanine Loan Agreement, dated as of the date hereof.

“Mortgage Administrative Agent” means Santander Bank, N.A., as administrative agent on behalf of each of the lenders party to that certain Project and Senior Loan Agreement dated as of the date hereof.

“Municipality” or “Municipalities” means, as the context may require, the Village, the Town, the County and the School District individually or collectively.

“Person” shall mean any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or other entity.

“Permitted Mortgagee” shall mean a bona fide third-party mortgage or mezzanine lenders which is not an Affiliate of the Company, including, but not limited to (i) the Mortgage Administrative Agent and the Mezzanine Administrative Agent, (ii) a wholly-owned subsidiary or wholly-owned nominee of Mortgage Administrative Agent or the Mezzanine Administrative Agent, or (iii) such other affiliate or nominee of Mortgage Administrative Agent or Mezzanine Administrative Agent, as permitted pursuant to Section 2.11 of the Project Agreement, as applicable.

“PILOT Agreement” means the PILOT Agreement described in the recitals hereof.

“PILOT Mortgage” means the PILOT Mortgage described in the recitals hereof

“PILOT Payments” means payments in lieu of real estate taxes made pursuant to this PILOT Agreement with respect to the Project.

“PILOT Year” means the PILOT Year described in Section 3.2 (c).

“Project” means the Project described in the recitals hereof.

“Project Agreement” means the Original Project Agreement as assigned, and as further amended and restated that certain Amended and Restated Project Agreement, dated as of the date hereof, as the same may be amended or supplemented from time to time.

“Project Completion” means the date of the issuance of the first temporary or final certificate of occupancy for all or any portion of the Project Facility.

“Project Equipment” means the Project Equipment described in the recitals hereof.

“Project Facility” means the Project Facility described in the recitals hereof.

“Real Estate Taxes” means the real property taxes which would be received by the Municipalities but for the involvement of the Agency in the Project.

“Resolution” means the resolution described in the recitals hereof

“RPTL” means the Real Property Tax Law of the State, as amended.

“School District” means the Pelham Union Free School District.

“Special Levies” means certain special assessments and ad valorem levies.

“Start Date” means the Start Date described in Section 3.1(a).

“State” means the State of New York.

“Substitution Notice” means the Substitution Notice described in Section 3.5.

“Termination Instrument” means Termination Instruments described in section 5.4.

“Town” means the Town of Pelham.

“Village” means the Village of Pelham.

“Year 1 PILOT Payments” means the Year 1 PILOT Payments described in Section 3.2(a).

“Year 20 PILOT Payment” means the PILOT Payment owed in Year 20 of this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of Agency.

The Agency represents and warrants as follows:

(a) **Existence and Power.** The Agency has been duly established under the provisions of the Act, has duly adopted the Resolution and has the power to enter into the transactions contemplated by this PILOT Agreement.

(b) **Further Assurances.** The Agency will execute, acknowledge and deliver, at the sole cost and expense of the Company, all such further deeds, conveyances, mortgages, assignments, estoppel certificates, notices or assignments, transfers, assurances and other agreements as the

Municipalities, the Company and/or any Permitted Mortgagee may reasonably require from time to time in order to give further effect to this PILOT Agreement.

(c) Intentions. The Agency intends to provide for the consummation and completion of the Project in accordance with the provisions of the Project Agreement.

(d) Authorization. The Agency is authorized and has the corporate power and authority under the Act, its by-laws and the laws of the State to enter into this PILOT Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement. By proper corporate action on the part of its members and without the need for any other actions or consents, the Agency has duly authorized the execution, delivery and performance of this PILOT Agreement and the consummation of the transactions herein contemplated.

(e) Validity. The Agency is not prohibited from entering into this PILOT Agreement and performing all covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement by the terms, conditions or provisions of the Act, any other law, any order of any court or other agency or agreement to which the Agency is a party or by which the Agency is bound and this PILOT Agreement is the legal, valid and binding obligation of the Agency, enforceable against the Agency in accordance with its terms. There are no actions, suits or proceedings pending, or to the best knowledge of the Agency, threatened against the Agency, relating to or before any court or other agency or governmental authority which would have a material adverse impact on the ability of the Agency to perform its obligations under this PILOT Agreement.

Section 2.2. Representations and Warranties of Company.

The Company represents and warrants as follows:

(a) Power. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and by proper action has been duly authorized to execute, deliver and perform this PILOT Agreement.

(b) Authorization. The Company is authorized and has the power under the laws of the State of New York to enter into this PILOT Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement. The Company is not prohibited from entering into this PILOT Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this PILOT Agreement, and the execution, delivery and performance of this PILOT Agreement, the consummation of the transactions contemplated hereby and the fulfillment of the compliance with the provisions of this PILOT Agreement will not conflict with or violate or constitute a breach of or a default under the terms, conditions or provisions of the operating agreement of the Company or any law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's discharging and performing all covenants and obligations on

its part to be performed under and pursuant to this PILOT Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing. This PILOT Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency or other similar laws affecting the enforcement of creditors' rights generally, and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).

(c) Hazardous Materials. The Company has not used Hazardous Materials, asbestos, petroleum or petroleum by-products on, from, or affecting the Project in any manner which violates Federal, State or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, asbestos, petroleum or petroleum by-products, and to the best of the Company's knowledge, without independent investigation and except as set forth in those documents previously delivered to the Agency, no prior tenant or prior owner of the Project or any tenant, subtenant, prior tenant or prior subtenant have used Hazardous Materials, asbestos, petroleum or petroleum by-products on, from or affecting the Project in any manner which violated, at the time of such prior tenant's or owner's actions or omissions, then-controlling Federal, State or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, asbestos, petroleum or petroleum by-products.

(d) Compliance with Environmental Laws. The Company shall not cause or permit the Project or any part thereof to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, asbestos, petroleum or petroleum by-products, other than gas and/or other fuel used for heating, cooking and other ordinary purposes consistent with a multi-unit residential building, except in compliance with all Environmental Laws, nor shall the Company cause or permit, as a result of any intentional or unintentional act or omission on the part of the Company or any tenant or subtenant, a release of Hazardous Materials, asbestos, petroleum or petroleum by-products, other than gas and/or other fuel used for heating, cooking and other ordinary purposes consistent with a multi-unit residential building, onto the Project or onto any other property in violation of any Environmental Laws.

(e) No Actions. To the knowledge of the Company, there are no actions or proceedings pending or threatened against the Company which would have a material effect on the ability of the Company to discharge its obligations hereunder in accordance with the terms hereof.

(f) No Consents Required. Except as otherwise set forth herein, no consent or approval of any third party is required in order for the Company to execute, deliver and perform this PILOT Agreement in accordance with its terms.

ARTICLE III

COVENANTS AND AGREEMENTS

Section 3.1. Tax Exempt Status of Project.

1) (a) Assessment of the Facility Realty. Pursuant to Section 874 of the General Municipal Law and Section 412-a of the RPTL, upon acquisition of title to and/or a leasehold interest in the Project Facility by the Agency (with its initial acquisition of the Facility Realty), and continuing for the period during which the Agency maintains title to and/or a leasehold interest in the Project Facility (it being understood that the Agency is obligated to transfer title and/or terminate or assign its leasehold interest to the Company pursuant to Section 6.1, below), the Project Facility shall be classified and treated as exempt upon the assessment roll of the Town and tax rolls of the Municipalities prepared subsequent to the acquisition by the Agency of title to and/or a leasehold interest in the Project Facility, except for Special Levies (hereinafter defined). The Project Facility shall be entitled to such exempt status on the assessment roll of the Town and tax rolls of the Municipalities from the first tentative roll date (June 1) following (i) the Agency's acquisition or lease thereof and (ii) the completion and submission of all necessary filings in accordance with Section 412-a (2) of the RPTL (which filings shall be the obligation of the Company) ("Start Date"). It is the intent of this PILOT Agreement that the Company shall, at all times during its or the Agency's ownership or leasing of the Project Facility, be obligated to pay either PILOT Payments or Real Estate Taxes, and that the foregoing obligations shall not be duplicative of each other or otherwise be additive, except to the extent set forth in Sections 3.1(b) and 3.2(f) below. For example, and without limitation, (i) the Company shall be obligated to pay Real Estate Taxes lawfully levied and/or assessed against the Project Facility, including Real Estate Taxes and assessments levied for the current tax year and all subsequent tax years until such time as the Agency's exemption with respect to the Project Facility lawfully takes effect on the tax rolls of the Municipalities and until all tax payments calculated with respect to prior tax rolls, not reflecting such exemption, shall have been made, and shall be obligated to pay PILOT Payments at all times thereafter until the Agency's exemption with respect to the project is no longer in effect on the tax rolls, and (ii) after the Agency conveys title to, and/or terminates or assigns its leasehold interest in, the Project Facility to a non-exempt entity (including, without limitation, the Company), no further PILOT Payments shall be due. In addition, the last PILOT Payment made or payable prior to the conveyance date may be reduced to reflect the apportionment of Real Estate Taxes to be levied upon the Project Facility following and as of the date of conveyance or lease termination.

(b) Change in Tax Status. To the extent the Project Facility or any portion thereof is declared to be subject to taxation or assessment by a final judgment of a court of competent jurisdiction, an amendment to the Act, or other legislative or administrative change, the obligation of the Company to make PILOT Payments hereunder shall, to such extent only, be replaced by the obligation of the Company to pay Real Estate Taxes at the assessment(s) and tax rates then in effect. To the extent that the foregoing declaration of non-exemption is given retroactive effect, any PILOT Payments previously made by the Company during such retroactive period shall be credited against Real Estate Taxes due for such period. Nothing herein contained shall prohibit the Company from contesting the validity or constitutionality of any such amendment, legislative or administrative change or judicial decision.

(c) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the General Municipal Law and Section 412-a of the Real Property Tax Law may not entitle the Agency to exemption from Special Levies. The Company shall be obligated to pay any Special Levies with respect to which the Agency is not exempt, in addition to the PILOT Payments provided hereunder.

(d) Counsel Fees. The Company will pay in full the reasonable fees and expenses of the Municipalities or any of their subdivisions, or the Agency's counsel, promptly upon receipt of the statement therefor, which are incurred after the date hereof and which fees and expenses arise in connection with the enforcement of this PILOT Agreement. If any claim is brought by a third party against the Agency and/or a Municipality with respect to any matter related to this PILOT Agreement, then unless such claim is due to the gross negligence or willful misconduct of the Agency or the Municipality, the Company shall defend and hold harmless the Agency and/or any Municipality against such claim with counsel reasonably acceptable to the Agency and/or any Municipality, as applicable.

(e) Right to Grieve the Underlying Assessed Value of the Facility Realty. Notwithstanding the foregoing, the Company shall have the right to institute a judicial or other review of the assessed value of the Project Facility (or any separately assessed part thereof), whether pursuant to the provisions of Article 7 of the RPTL or other applicable law, as the same may be amended from time to time; provided, however, that no such judicial or other review or settlement thereof shall have any effect on the Company's obligations under this Agreement, including, without limitation, the Company's obligation to make the PILOT Payments when due. Such judicial or other review shall only be for purposes of setting the assessed value of the Project Facility as though the Project Facility was on the tax rolls of each Municipality as taxable real property, but shall have no effect on the other terms of this Agreement or the tax-exempt status of the Project Facility during the term of this Agreement. Furthermore, the Company shall not seek a refund of any PILOT Payments or taxes paid or to be paid and expressly waives and releases its right to seek such refund.

(f) Except as otherwise expressly agreed by the County, the Town, the Village, and the School District, the portion of the PILOT Payments allocable to each of the County, the Town, the Village and the School District shall be the same portions allocable to each Municipality of the Real Estate Taxes that would be levied against the Project if it were owned by the Company.

Section 3.2. Payment in Lieu of Taxes

(a) Agreement to Make Payments. The Company agrees to make PILOT Payments for the Project during the term of this PILOT Agreement in amounts set forth in Schedule B of this Agreement.

(i) The PILOT Payments obligation of the Company will be Zero U.S. dollars (\$0.00) from the Start Date until the date of Project Completion. For the avoidance of doubt, the Company shall pay Special Levies as provided in Section 3.1(c).

(ii) On the date of Project Completion, the Company will pay the Town the Year 1 PILOT Payment of Forty Thousand and 00/100 U.S. dollars (\$40,000.00) without

abatement or reduction ("**Year 1 PILOT Payments**") and will make annual PILOT Payments thereafter each calendar year in accordance with this PILOT Agreement, and in accordance with Schedule B ("**Year ____ PILOT Payments**"). For the avoidance of doubt, the Company has or will acquire fee title to the Facility Realty on or about the date hereof. An amended NYS Form RP 412-a will be filed with the Town on or about the date hereof and the Facility Realty will be listed as "exempt property" on the tax rolls for the County and Town 2025 tax year and Village and School District tax year 2025-2026. Project Completion is expected on or about June 1, 2027. The Company shall pay the Year 1 PILOT Payments to the Town on the next business day immediately following the issuance of a temporary or permanent certificate of occupancy. The Year 1 PILOT Payments shall be applied to the County and Town 2027 tax year and the Village and School District 2027-2028 tax year. The Year 2 PILOT Payments shall be due to the Town on April 1, 2028 for County and Town 2028 tax year and Village and School District 2028-2029 tax year. Under this example, the Year 20 PILOT Payments shall be due to the Town on April 1, 2046 for the County and Town 2046 tax year and Village and School District 2046-2047 tax year and this Agreement shall expire on June 30, 2047 (with the understanding that the Company will be making a payment hereunder for the County and Town 2047 tax year and the Village and School District 2047-2048 tax year in the amount of Full Taxes).

(iii) The Company further agrees that said PILOT Payments shall be paid in the same proportion to the individual Municipalities as Real Estate Taxes would be paid if the Facility Realty were not tax exempt (allocation shall be based upon the tax rates of each Municipality in effect as of the time each PILOT Payment is received). Payments due hereunder shall be paid by the Company to the Town, by check made payable to "Town of Pelham." Upon receipt of such check by the Town, the Town shall promptly disburse to the Municipalities their respective portions of the PILOT Payments as determined by this Section 3.2 (allocation to be made based upon the respective tax rates of each Municipality in effect as of the date PILOT Payments are received). The Company shall forward notice to the Agency of the payments made hereunder. The Company acknowledges and agrees that the obligation to make PILOT Payments under this PILOT Agreement is self-executing and absolute and not dependent upon any action or procedure of any other party, including the preparation or transmittal of invoices or bills. The Company shall have an affirmative obligation to secure such invoices or bills that may be necessary to make PILOT Payments under this PILOT Agreement. The time of such payments shall be subject to the provisions of Section 3.2(c). The obligation to make PILOT Payments due under and during the term of this PILOT Agreement shall remain until such payments are made, regardless of any statute of limitations. Any PILOT Payments due under this PILOT Agreement remaining unpaid at the termination of this PILOT Agreement shall remain a continuing obligation of the Company and the obligation to pay such payments shall survive this PILOT Agreement.

(iv) Notwithstanding any provision to the contrary and for the avoidance of doubt, in the event that the Agency is still in title, possession or control (by deed, lease, license or otherwise) of the Project Facility past the Year 20 PILOT Payments due date, then the Project Facility shall be treated as any other property on the non-exempt portion of the assessment roll of the Town and tax rolls of the Municipality and the Company shall make annual payments to the Town each April 1 in an amount equaling Full Taxes.

(b) Security for Payments in Lieu of Taxes. At the time of the execution and delivery of this PILOT Agreement and the granting of a leasehold interest in the Project to the Agency, the Company and the Agency shall grant a first mortgage (the "PILOT Mortgage") to the Town in order to secure the obligations of the Company under this PILOT Agreement. The Company hereby covenants and agrees that it will forever warrant and defend the PILOT Mortgage to the Town, and will forever warrant and defend the validity and priority of the lien of the PILOT Mortgage against the claims of all persons and parties whomsoever other than any governmental or quasi-governmental body, agency or other instrumentality which would be entitled to priority over any lien or claim for Real Estate Taxes assertable by the Agency or the Town in the absence of a PILOT Agreement.

(c) Time of Payments. The Company shall pay the Town the Year 1 PILOT Payments on the date of Project Completion. Thereafter, the Company shall pay the Year 2 PILOT Payments through Year 20 PILOT Payments on April 1 of each calendar year ("PILOT Year"), commencing on the first April following the date of the Year 1 PILOT Payments. In the event that the Year 1 PILOT Payments occurs between January 1 and March 31st, the Year 2 PILOT Payments shall be due on April 1st of the following year. *Example 1:* If the Year 1 PILOT Payment is due on February 1, 2027, the Year 2 PILOT Payments shall be due April 1, 2028 (i.e. not due on April 1, 2027), the Year 3 PILOT Payments shall be due April 1, 2029, etc. *Example 2:* If the Year 1 PILOT Payments is due July 1, 2027, the Year 2 PILOT Payments shall be due April 1, 2028, the Year 3 PILOT Payments shall be due April 1, 2029, etc. Without limiting the Company's obligation set forth in Section 3.2(a) and excepting the Year 1 PILOT Payments, the Town will send bills for the PILOT Payments to the Company at least thirty (30) days prior to April 1. Bills regarding the PILOT Payments shall be submitted directly to the Company in such form as the Town shall reasonably determine. Notwithstanding the foregoing, amounts payable during a PILOT Year are due and payable on such dates of that applicable PILOT Year, regardless of whether the Company receives an invoice from the Town. For the avoidance of doubt, with regard to the Year 1 PILOT Payments, the Town is not required to invoice the Company. The Town shall forward copies of the bills submitted to the Company to the Agency and to the attention of the Commissioner of Finance, at the Finance Department, County of Westchester, 148 Martine Avenue, Room 720, White Plains, New York 10601.

(d) Method of Payment. All payments by the Company hereunder shall be paid by check or any other payment method as the Town and the Company shall agree to, payable to the order of the Town in then lawful money of the United States of America. A copy of such check or other evidence of payment shall be given to the Agency as notice of the Company's compliance with the payment provisions of this PILOT Agreement.

(e) Interest and Penalties. If the Company shall fail to make any PILOT Payment required by this PILOT Agreement when due, its obligation to make the payment shall continue as an obligation of the Company until such payment that is in default shall have been made in full, and the Company shall pay the same together with the applicable late payment penalty, as prescribed by subparagraph "(5)" of Section 874 of the Act, on the amount due, at the time the PILOT Payment is paid. For each month, or part thereof, that the PILOT Payment is delinquent beyond the first month, interest shall accrue to and be paid by the Company on the total amount due plus the late payment penalty, at the applicable rate prescribed by said provision of the Act, until such payment is made.

(f) Conveyance by the Agency and Termination of the Exemption. Notwithstanding anything to the contrary set forth in Section 3.1(a) above, in the event that the Project Facility shall be conveyed by the Agency to the Company (or to an entity designated by the Company) during the term of this PILOT Agreement, either at the request of the Company or as a consequence of a default by the Company under this PILOT Agreement or under one or more of the other Project Documents, then except as otherwise expressly agreed in writing by the Agency (which agreement may, at the sole discretion of the Agency, be conditioned upon the consent of the Municipalities), the obligations of the Company under this PILOT Agreement (including, without limitation, Section 3.2(a) hereof) shall continue for the entire term of this PILOT Agreement, in addition to the obligation to pay any taxes levied upon the Project Facility; provided, however, that the PILOT Payments due in any year shall be reduced (but not below zero) by the amount of Real Estate Taxes levied upon the Project Facility for such year.

Section 3.3. Obligations of Agency.

The Agency shall forward to the Company a copy of any bill for PILOT Payments or Real Estate Taxes actually received from the Municipalities (other than bills for which the Company is already an addressee).

(a) Requirement that any Conveyance or Project Agreements Require Payment in Lieu of Taxes. So long as the Project Facility shall be entitled to the exemption from Real Estate Taxes contemplated by Section 3.1(a) hereof, the Agency agrees, to the extent permitted by law, that it shall not convey or assign the Project to any person or entity which is not exempt from the payment of Real Estate Taxes, except as otherwise expressly permitted hereunder, or make any other agreement regarding real property taxes and/or the Project Facility which would cause or require the payment of Real Estate Taxes or PILOT Payments to be paid to the Town in excess of the amounts set forth in Article III hereof.

(b) Requirement that Mortgages Be Subordinate to Payments. The Agency and the Company agree that the lien of each and every Mortgage on the Project Facility (and all advances made from time to time) given by either of them shall be specifically subordinate to the lien of the PILOT Mortgage unless otherwise agreed by the Agency.

Section 3.4. [Reserved]

Section 3.5. Assignability by the Company.

Notwithstanding anything herein to the contrary, the parties agree that if there is or has been a permitted transfer of all or part of any of the Company's right, title and interest in and to the Project (which shall include (i) a transfer of the Company's right, title and interest in and to the Project, and (ii) transfer of interests in the Company, in each case to a Permitted Mortgagee as the result of any action or proceeding, or other exercise of a Permitted Mortgagee's rights (including, but not limited to, a foreclosure, deed-in-lieu of foreclosure, or assignment-in-lieu of foreclosure) pursuant to the terms of a Permitted Mortgage) and an assignment of all or part of the Company's rights in the Project Agreement to a transferee in accordance with the Project Agreement, and if the transferee has given a Substitution Notice (as herein defined) and if no Event of Default set forth in Section 5.1 hereof has occurred and is continuing (unless such transferee

has commenced curing such Event of Default as provided herein), then at such transferee's option, the transferee shall be deemed automatically, and without the need for any further document or instrument, to succeed to the rights of, and be bound by the obligations imposed upon, the Company hereunder with respect to the portion or portions of the Project so transferred, with the same force and effect as if the transferee, and not the Company, had been an original party to this PILOT Agreement. Nevertheless, the Agency agrees to execute and deliver such amendments hereto as may be reasonably requested by the transferee and/or the Company to evidence such succession. For purposes of this Section 3.5, the term "**Substitution Notice**" shall mean a written notice given by a transferee, in accordance with Section 6.6 hereof, stating that the transferee is a transferee under the Project Agreement, and has agreed to accept the other obligations thereafter imposed on the Company hereunder, subject, in each case, to the limitations on recourse set forth in Article IV hereof.

Without limiting the generality of the foregoing, nothing in this PILOT Agreement shall restrict in any way any transfer of all or part of the Company's right, title and interest in and to the Project to Affiliate(s) of the current parties to this PILOT Agreement.

Section 3.6. Review of Assessments.

As long as this PILOT Agreement is in effect, the Agency and the Company agree that (i) the Agency shall be deemed to be the owner or lessee of the Project subject to the Project Documents; (ii) subject to the limitations set forth in this Agreement, the Agency hereby irrevocably appoints the Company as its agent and attorney-in-fact for the purpose of instituting judicial review of any assessment of the real estate with respect to the Project and the provisions of Article 7 of the RPTL or any other applicable law as the same may be amended from time to time during the term of this PILOT Agreement, such appointment being coupled with an interest; and (iii) subject to the limitations set forth in this Agreement, the Company shall have sole authority and power to file grievances and protests, protesting any assessment of the Project Facility (or any part thereof). In order to undertake the foregoing, the Agency shall provide any written authorization and/or execute any documents required by statute or the applicable taxing authority or reasonably requested by the Company, so long as not prohibited by applicable law.

Upon receipt from the Municipalities of a change in the assessment of any parcel subject to this PILOT Agreement pursuant to the applicable portions of the RPTL and this PILOT Agreement, the Agency shall provide a copy thereof to the Company, in the same manner and at the same time as if the Company was a taxpayer (or within fifteen calendar days thereof). Notwithstanding the foregoing, if the assessment of any real property subject to this PILOT Agreement is reduced as a result of any such grievance, protest or judicial review so that the Company would be entitled to receive a refund or refunds of taxes paid if the Project were not exempt, such reduction shall not result in any change or modification of the PILOT Payments due pursuant to Section 3.2(a) of this PILOT Agreement, and same shall not be recalculated based upon the assessment resulting from such grievance, protest or judicial review. In the event there is any conflict between the provisions of this Section 3.6 and Section 3.1 (e) of this Agreement, the provisions of Section 3.1 (e) of this Agreement shall prevail and control.

ARTICLE IV

LIMITED OBLIGATION OF THE PARTIES

Section 4.1. No Recourse; Limited Obligation of the Agency.

(a) No Recourse. All covenants, stipulations, promises, agreements and obligations of the Agency contained in this PILOT Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, officer, agent, servant or employee of the Agency in his or her individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this PILOT Agreement, or otherwise based or in respect of this PILOT Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future official, trustee, member, officer, agent, servant or employee, as such, of the Agency, the Village, the Town, the School District, the County or any successor public benefit corporation or political subdivision. It is expressly understood that this PILOT Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such official, trustee, member, officer, agent, servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this PILOT Agreement under or by reason of the obligations, covenants or agreements contained in this PILOT Agreement or implied therefrom. Any and all such personal liability of, and any and all such rights and claims against, every such official, trustee, member, officer, agent, servant or employee under or by reason of the obligations, covenants or agreements contained in this PILOT Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this PILOT Agreement.

(b) Limited Obligation. The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State or the County, and neither the State or the County shall be liable thereon. Furthermore, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from this PILOT Agreement, the Project Agreement, the Project generally, or sale or other disposition of the Project.

(c) Further Limitation. Notwithstanding any provision of this PILOT Agreement to the contrary, (i) the Agency shall not be obligated to take any action for the benefit of the Company pursuant to any provision hereof unless the Agency shall have been requested to do so in writing by the Company and (ii) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any of its members, officers, agents, servants or employees) of any liability, fees, expenses and other costs, the Agency shall have received from the Company security or indemnity satisfactory to the Agency for protection against all such liability, and for reimbursement of all such fees, expenses and other costs. Nothing in this paragraph shall be construed as requiring the Agency (or the Village, Town, School District or County) to receive any such written request or indemnity as a precondition to the exercise by the Agency (or the Village, Town, School District or County) of its rights hereunder.

Section 4.2. No Recourse; Limited Obligation of the Company.

(a) No Recourse. All covenants, stipulations, promises, agreements and obligations of the Company contained in this PILOT Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Company and not of any partner, member, officer, agent, servant or employee of the Company in his or its individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this PILOT Agreement, or otherwise based or in respect of thereof, shall be had against any past, present or future partner, member, officer, agent, servant or employee, as such, of the Company or any successor thereto or any person executing this PILOT Agreement on behalf of the Company or any partner in the Company, either directly or through the Company or any successor thereto or any person so executing this PILOT Agreement. It is expressly understood that this PILOT Agreement is an obligation of the Company, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such partner, member, officer, agent, servant or employee of the Company or any partner in the Company or of any successor thereto or any person so executing this PILOT Agreement under or by reason of the obligations, covenants or agreements contained in this PILOT Agreement or implied therefrom. Any and all such personal liability of, and any and all such rights and claims against, every such partner, member, officer, agent, servant or employee under or by reason of the obligations, covenants or agreements contained in this PILOT Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this PILOT Agreement.

(b) Limited Obligation. The obligations and agreements of the Company contained herein shall not constitute or give rise to an obligation of any partner, member, director, officer or employee in the Company, and no such partner, member, director, officer or employee, shall be liable therein.

ARTICLE V

EVENTS OF DEFAULT

Section 5.1. Events of Default

The terms "Event of Default" or "Default" shall mean, whenever they are used in this PILOT Agreement, any failure of the Company to pay any amount due and payable by it pursuant to this PILOT Agreement within ten (10) days after its receipt of notice from the Town or the Agency that such amount is due and has not been paid (provided due notice of such amounts owing shall have been given as provided in Section 3.2(c), above), it being understood that an "Event of Default" shall not have occurred hereunder until such time as the applicable notice and cure periods to the Permitted Mortgagee under Section 5.2 shall have expired.

Section 5.2. Permitted Mortgagee Right to Cure.

Notwithstanding anything to the contrary in this PILOT Agreement, in the case of an Event of Default, if the Agency or Town serves a written notice of default upon the Company, the Agency or Town shall serve a copy of such notice upon the Permitted Mortgagee. In the case of an Event of Default by the Company under this PILOT Agreement, Permitted Mortgagee shall have thirty (30) days for a monetary default and sixty (60) days in the case of any non-monetary default, after

notice to Permitted Mortgagee of such default, to cure or cause to be cured the default complained of (and the Agency shall accept such performance by or at the instigation of such Permitted Mortgagee as if the same had been done by the Company), provided that if said non-monetary default can be cured with due diligence, but not within such sixty (60) day period, said time period shall be extended as long as Permitted Mortgagee continues to exercise due diligence to cure said non-monetary default, but in no event shall such extension exceed ninety (90) days.

Section 5.3. Remedies on the Company's Default

Whenever any Event of Default under Section 5.1 shall have occurred and be continuing with respect to this PILOT Agreement, remedies of the Agency shall be limited to the rights hereunder and under the PILOT Mortgage, and the right to convey the Project to the Company as set forth in Section 5.4.

Section 5.4. Remedies of the Agency; Recording of Termination Instrument and Other Documents.

Whenever:

- (i) any Event of Default under Section 5.1 shall have occurred and be continuing with respect to this PILOT Agreement,
- (ii) the lien of the PILOT Mortgage shall not be a first lien, other than with respect to any governmental or quasi-governmental body, agency or other instrumentality which would be entitled to priority over any lien for Real Estate Taxes assertable by the Agency or the Municipalities in the absence of a PILOT Agreement, or
- (iii) the Agency conveys the Project to the Company pursuant to this PILOT Agreement or the Project Agreement;

the Agency may, immediately with respect to (ii) above, and with respect to clauses (i) and (iii) above, upon ten (10) days-notice to the Company, record an assignment of lease, or termination of lease (each a "**Termination Instrument**") and any other necessary documents in the appropriate County Clerk's office conveying the Agency's leasehold interest in the Facility Realty and the Project to the Company or its successor or assign and declare any and all amounts due and owing to the Agency hereunder immediately payable.

The recording of such Termination Instrument shall constitute delivery to the Company of title to, or surrender and termination of the Agency's leasehold interest in, the Project. In order to facilitate such transfer of title or surrender of the Agency's leasehold interest, the Company hereby irrevocably appoints severally, the Chairperson or Executive Director of the Agency (or his or her designee) as its agent, such appointment being coupled with an interest, who is authorized to execute and deliver all documents necessary to allow the transfer of fee or leasehold title to the Project from the Agency to the Company, including, without limitation, transfer tax returns.

Section 5.5. Payment of Attorneys' Fees and Expenses

If the Company should default in performing any of its obligations, covenants and agreements under this PILOT Agreement, and the Agency or any Municipality should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company herein, the Company agrees that it will, on demand therefor, pay to the Agency, or the Village, the Town, School District or County as the case may be, the reasonable fees and disbursements of such attorneys and such other reasonable expenses so incurred in connection with the exercise of the remedies provided for herein.

Section 5.6. Remedies; Waiver and Notice.

(a) **Remedy Exclusive.** Notwithstanding anything herein to the contrary, the remedies available to the Agency as a result of an Event of Default hereunder are limited to those set forth in Sections 5.3 and 5.4 hereof, and the Agency hereby waives every other remedy now or hereafter existing at law or in equity or by statute in connection with any Event of Default.

(b) **Delay.** No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(c) **Notice Not Required.** In order to entitle the Agency or the Village, Town, School District or County to exercise any remedy reserved to it in this PILOT Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this PILOT Agreement.

(d) **No Waiver.** In the event any provision contained in this PILOT Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this PILOT Agreement shall be established by conduct, custom or course of dealing.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Term of Agreement.

This PILOT Agreement shall become effective and the obligation of the Company and the Agency shall arise absolutely and unconditionally on the date hereof. This PILOT Agreement shall continue until the first date on which all monetary and non-monetary obligations hereunder have been fully satisfied and the PILOT Payments fully paid after the date on which title (including leasehold title theretofore held by the Agency) to the Project is transferred to the Company or any other non-exempt person or entity. Notwithstanding the foregoing and unless terminated earlier, this PILOT Agreement shall expire on the June 30th following the last day of the Year 20 PILOT Payment calendar year. Notwithstanding any provision to the contrary, following the end of the

last PILOT Year (see Schedule B), and until such time as the Facility Realty is not classified as "exempt property" on the assessment roll of the Town and tax rolls of the Municipalities and subject to Full Taxes, the Company shall be obligated to pay a payment in lieu of taxes equal to the amount of Full Taxes applicable for such period. For the purposes of clarification, this provision is intended to terminate any tax abatement or exemptions that the Company may derive by virtue of Agency participation in the Project and is not intended to preclude any other tax abatement or exemptions to which the Company may be entitled under applicable law.

Section 6.2. [Reserved].

Section 6.3. Company Acts.

Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished by others with the same force and effect as if done or accomplished by the Company.

Section 6.4. Amendment of Agreement.

(a) Subject to Section 6.4(b) below, this PILOT Agreement may not be amended, changed, modified, altered or terminated, unless such amendment, change, modification, alteration or termination is in writing and signed by the Agency and the Company, and further, if such modification materially changes the terms and conditions of this PILOT Agreement, then, and only in such instances, shall execution by the Village and their successors and assigns, if any, be also required.

(b) No amendment, modification, termination or waiver or any provision of this PILOT Agreement or the PILOT Mortgage or any consent to any departure therefrom may be made which materially and adversely affects the Village, the Town, School District or County without the prior written consent of the adversely affected Municipality. The Company shall promptly provide the Village, the Town, School District or County with copies of all such proposed amendments, modifications, terminations and waivers and a copy of same as adopted or agreed upon.

Section 6.5. Agreement to Run with the Land.

This PILOT Agreement shall run with the land, both as respects benefits and burdens created herein, and shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

Section 6.6. Notices.

All notices, certificates or other communications hereunder shall be sufficient if sent (a) by certified United States mail, postage prepaid, (b) by a nationally recognized overnight delivery service, charges prepaid, or (c) by hand delivery, addressed, as follows:

If to the Agency:	County of Westchester Industrial Development Agency 148 Martine Avenue White Plains, New York 10601 Attention: Chairperson
With a copy to:	Harris Beach PLLC 445 Hamilton Avenue, Suite 1206 White Plains, NY 10601 Attn: Andrew D. Komaromi, Esq.
And to:	Oxman Law Group, PLLC 120 Bloomingdale Road, Suite 100 White Plains, NY 10605 Attn: John W. Buckley, Esq.
If to the Company:	Pelham Green 2 LLC 826 Broadway, 11 th Floor New York, New York 10003 Attn: Joseph Riggs
With a copy to:	Cuddy & Feder LLP 445 Hamilton Avenue, 14 th Floor White Plains, New York 10601 Attn: Eon Nichols, Esq.
If to Mortgage Administrative Agent:	Santander Bank, N.A. 437 Madison Avenue New York, New York 10022 Attn: John Gunther-Mohr Email: jgunther@santander.us
With copy to:	Windels Marx Lane Mittendorf LLP 156 West 56th Street New York, New York 10019 Attn: Michele Arbeeny, Esq. Email: marbeeny@windelsmarx.com
If to Mezzanine Administrative Agent:	RDF Agent, LLC c/o Related Fund Management LLC 30 Hudson Yards New York, New York 10001 Attn: Chad Goodman Email: cgoodman@related.com

And to: c/o Related Fund Management LLC
30 Hudson Yards
New York, New York 10001
Attn: Peter Wiedman
Email: peter.weidman@related.com

With a copy to: Goodwin Procter LLP
The New York Times Building
620 Eighth Avenue
New York, New York 10018
Attn: Diana Brummer, Esq.
Email: dbrummer@goodwinlaw.com

Failure of the Agency to provide notice to the Permitted Mortgagee shall not subject the Agency to any liability whatsoever.

The Agency, Company, Village, Town, School District, the County and the Permitted Mortgagee(s) may, by like notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice, certificate or other communication hereunder shall, except as may expressly be provided herein, be deemed to have been delivered or given (i) three (3) Business Days following posting if transmitted by mail, (ii) one (1) Business Day following sending if transmitted by a nationally recognized overnight delivery service, or (iii) upon delivery if given by hand delivery, with refusal by the intended recipient party to accept delivery of a notice given as prescribed above to constitute delivery hereunder. Notices may also be given in compliance with this Agreement by telecopy, provided that the recipient party consents to the use of telecopy transmissions for giving of notices hereunder and receipt of any such telecopy transmission is confirmed by the transmitting party.

Section 6.7. Binding Effect.

This PILOT Agreement shall inure to the benefit of the Agency, the Municipalities, and the Company, and shall be binding upon the Agency and the Company, and their respective successors and assigns.

Section 6.8. Severability.

If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this PILOT Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this PILOT Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

Section 6.9. Counterparts.

This PILOT Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.10. Applicable Law and Construction.

This PILOT Agreement shall be governed by and construed in accordance with the laws of the State. This PILOT Agreement is a mutual undertaking of the parties hereto and, accordingly, to the extent any ambiguity exists with respect to the terms set forth herein, such terms shall not be resolved as against one party of the other.

Section 6.11. Recording.

The PILOT Mortgage shall be filed by the Company, as agent for the Agency, in the Office of the Westchester County Clerk, Division of Land Records of the County of Westchester pertaining to the real property described in Schedule "A" hereto. In addition, the Company shall cause all filings to be made under Section 412-a (2) of the RPTL and Section 858(15) of the Act.

Section 6.12. Village, Town, School District, County as Third-Party Beneficiaries.

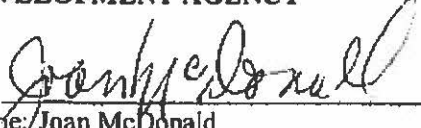
The Village, Town, School District, and County shall be third party beneficiaries of all of the obligations of the Company and of the rights and obligations of the Agency hereunder and the Village, Town, School District, and County shall have the right to enforce their respective rights and remedies in their own names and without consent of the Agency. For purposes of the foregoing sentence, and without limitation, "obligations" shall include all covenants, representations and warranties of the respective parties. The Agency shall not be authorized to waive, modify or forgive any of the Company's obligations to the Municipalities hereunder in any material respect, and any such acts by the Agency, without the prior written consent of the Village, Town, School District and County, shall not in any way affect the Village's, Town's, School District's and/or County's rights hereunder.

[Remainder of This Page Intentionally Left Blank]

[Signature page to Payment in Lieu of Taxes Agreement]

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

**COUNTY OF WESTCHESTER INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Name: Joan McDonald
Title: Chairperson

PELHAM GREEN 2 LLC

By: _____
Name: Joseph Riggs
Title: Authorized Signatory

ACKNOWLEDGED BY:

TOWN OF PELHAM

By: _____
Name: _____
Title: _____

VILLAGE OF PELHAM

By: _____
Name: _____
Title: Village Administrator


[Signature page to Payment in Lieu of Taxes Agreement]

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

**COUNTY OF WESTCHESTER INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Joan McDonald
Title: Chairperson

PELHAM GREEN 2 LLC


By: _____
Name: Joseph Riggs
Title: Authorized Signatory

ACKNOWLEDGED BY:

TOWN OF PELHAM

By: _____
Name: _____
Title: _____

VILLAGE OF PELHAM

By: _____
Name: _____
Title: Village Administrator

[Signature page to Payment in Lieu of Taxes Agreement]

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

**COUNTY OF WESTCHESTER INDUSTRIAL
DEVELOPMENT AGENCY**

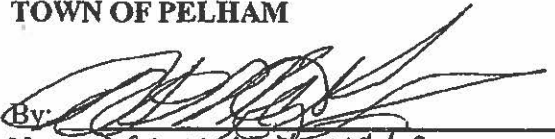
By: _____
Name: Joan McDonald
Title: Chairperson

PELHAM GREEN 2 LLC

By: _____
Name: Joseph Riggs
Title: Authorized Signatory

ACKNOWLEDGED BY:

TOWN OF PELHAM

By: 
Name: Daniel McLaughlin
Title: Town Supervisor

VILLAGE OF PELHAM

By: _____
Name: _____
Title: _____

[Signature page to Payment in Lieu of Taxes Agreement]

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

**COUNTY OF WESTCHESTER INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Joan McDonald
Title: Chairperson

PELHAM GREEN 2 LLC

By: _____
Name: Joseph Riggs
Title: Authorized Signatory

ACKNOWLEDGED BY:

TOWN OF PELHAM

By: _____
Name:
Title:

VILLAGE OF PELHAM

By: Christa Seel
Name: CHRISTOPHER SEEL
Title: VILLAGE ADMINISTRATOR

[Acknowledgments Page to Payment in Lieu of Taxes Agreement]

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

On the 10th day of December in the year 2024, before me, the undersigned, personally appeared **Joan McDonald**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

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

ROSA CAMPBELL
Notary Public, State of New York
No. 016461710
Qualified in Westchester County
Commission Expires June 6, 2028

On the ____ day of December in the year 2024, before me, the undersigned, personally appeared **Joseph Riggs**, 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

[Acknowledgments Page to Payment in Lieu of Taxes Agreement]

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

On the ____ day of December in the year 2024, before me, the undersigned, personally appeared **Joan McDonald**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 11th day of December in the year 2024, before me, the undersigned, personally appeared **Joseph Riggs**, 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

JOSEPH D. LOVE NOTARY PUBLIC, STATE OF NEW YORK Registration No. 0106088118 Qualified in Queens County My Commission Expires <u>3/31/22</u>

SCHEDULE A

REAL PROPERTY DESCRIPTION

COMPOSITE DESCRIPTION:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Pelham, Town of Pelham, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the Westerly side of Fifth Avenue and the Northerly side of Third Street;

THENCE Westerly along the Northerly side of Third Avenue, North 70 degrees 29 minutes 05 seconds West, 200.40 feet to the Easterly side of Fourth Avenue;

THENCE Northerly along the Easterly side of Fourth Avenue, North 20 degrees 26 minutes 55 seconds East, 325.46 feet to a point;

THENCE South 70 degrees 29 minutes 05 seconds East, 100.20 feet to a point;

THENCE South 20 degrees 26 minutes 55 seconds West, 25.11 feet to a point;

THENCE South 70 degrees 29 minutes 10 seconds East, 100.20 feet to the Westerly side of Fifth Avenue;

THENCE Southerly along the Westerly side, South 20 degrees 26 minutes 55 seconds West, 99.49 feet to a point;

THENCE North 70 degrees 29 minutes 03 seconds West, 100.22 feet to a point;

THENCE South 20 degrees 26 minutes 55 seconds West, 100.86 feet to a point;

THENCE South 70 degrees 29 minutes 03 seconds East, 100.20 feet to the Westerly side of Fifth Avenue;

THENCE along the same South 20 degrees 26 minutes 55 seconds West, 100.00 feet to the point or place of **BEGINNING**.

SCHEDULE B

PAYMENTS IN LIEU OF TAXES

Year	PILOT Payments
Prior to Issuance of Temporary or Permanent Certificate of Occupancy	No Taxes Due
Year 1	40,000
Year 2	40,000
Year 3	40,000
Year 4	350,000
Year 5	600,000
Year 6	612,000
Year 7	624,240
Year 8	636,725
Year 9	649,459
Year 10	662,448
Year 11	675,697
Year 12	689,211
Year 13	702,996
Year 14	717,056
Year 15	731,397
Year 16	746,025
Year 17	760,945
Year 18	776,164

Year 19	791,687
Year 20	807,521
Year 21	Full Taxes