

PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAXATION AGREEMENT ("Agreement"), made as of the 23rd day of January, 2015, by and between the COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having its principal offices at One Cablevision Center, Ferndale, New York 12734 ("Agency") and SULLIVAN PROPERTY ACQUISITIONS I, LLC, a New York limited liability company, having its principal offices located at 510 Wild Turnpike, PO Box 368, Mountaintdale, New York 12763 ("Company").

RECITALS

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York ("Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York ("State"); and

WHEREAS, the Enabling Act authorizes 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 sell land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve its standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease any or all of its facilities at such rentals and on such other terms and conditions as it deems advisable; and

WHEREAS, the Agency was created pursuant to and in connection with the provisions of the Enabling Act, Chapter 560 of the Laws of 1970 of the State (collectively, referred to as the "Act") and is empowered under the Act to undertake the providing, financing and leasing of the facility described below; and

WHEREAS, the Company has presented an application to the Agency, a copy of which is on file at the office of the Agency, requesting that the Agency consider undertaking a project consisting of: (i) acquisition, reconstruction, renovation, rehabilitation, installation and equipping of a shopping mall commonly known as the former Apollo Plaza property to consist of approximately 200,000± square feet of retail/office space ("Building") situate on approximately three (3) parcels of real estate consisting of approximately 22.51± acres of land ("Land") located at County Road 173 and Plaza Drive in the Village of Monticello ("Village"), Town of Thompson ("Town"), County of Sullivan ("County"), State, being more particularly identified on the Town tax map as 130.-1-9.1, 130.-1-9.2 and 130.-1-14 (portion); (ii) acquisition and installation thereon and therein of certain furniture, fixtures, machinery, equipment and tools ("Equipment"); (iii) construction of improvements to the Building, the Land and the Equipment (collectively, the Building, the Land and the Equipment are referred to as the "Facility" or "Project"); (iv)

acceptance of a leasehold interest in the Facility from the Company; and (v) leasing of the Facility from the Agency to the Company; and

WHEREAS, by resolution adopted on January 12, 2015 ("Resolution"), the Agency authorized the Company to act as its agent for the purposes of undertaking the Project subject to the Company entering into this Agreement; and

WHEREAS, the Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to acquire, construct, install and equip the Facility in accordance with the plans and specifications presented to the Agency; and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special ad valorem levies, special assessments and service charges against real property which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to execute and deliver this Agreement making provision for payments in lieu of taxes by the Company for the benefit of the Village, Town, County and the Monticello Central School District ("School") (collectively, the Village, the Town, the County and the School are referred to as the "Taxing Jurisdictions"); and

WHEREAS, all agreements of the Agency and the Company relating to payments in lieu of taxes shall be governed by this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms, conditions, limitations and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

ARTICLE I PAYMENT IN LIEU OF AD VALOREM TAXES

- 1.1 Exemption From General Ad Valorem Property Taxes. Subject to the completion and filing by March 1, 2015 ("Taxable Status Date") of the New York State Form RP-412-a Application For Real Property Tax Exemption ("Exemption Application") under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act, the Facility shall be exempt from real estate taxes commencing with the July 1, 2015 School year and the January 1, 2016 County and Town tax year. For the purposes of the foregoing, "Real Estate Taxes" shall mean all general ad valorem real property taxes levied against the Facility by the Taxing Jurisdictions (as hereinafter defined). The Company shall provide the Agency the information necessary for the completion and filing of the Exemption Application, and the Agency shall file the Exemption Application within thirty (30) days of the execution and delivery of this Agreement. Notwithstanding anything contained herein or in the Lease Agreement and the Leaseback Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company

shall pay (and hereby agrees to pay, subject to the Company's right to challenge the underlying assessments on the Facility pursuant to ¶6 hereof) all Real Estate Taxes levied upon the Facility as they become due. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes, except to the extent that such denial results solely from the failure of the Agency to timely file the Exemption Application with the appropriate assessors or Boards of Assessment Review by the Taxable Status Date.

1.2 Agreement to make payments in lieu of taxes. As long as the Agency holds a leasehold interest in the Facility, the Company agrees to pay to the Agency at One Cablevision Center, Ferndale, New York 12734, or at such other address as shall be designated from time to time by the Agency, annual payments in lieu of taxes (each, a "PILOT Payment") computed in accordance with this Agreement.

1.3.1 Subject Premises. The PILOT Payment shall be made on account of the following premises located in the Town:

130.-1-9.1
130.-1-9.2; and
130.-1-14 (portion)

1.3.2 Computation of PILOT Payments - Pre-Opening. For the PILOT Payment dates prior to the substantial completion of the reconstruction of the Project (the "Pre-Opening Period"), the Company shall make payments in lieu of tax based on a Pre-Opening Total Value Subject to PILOT ("Pre-Opening TVSP") in the amount of \$600,000.00. For the PILOT Payment dates relating to the Pre-Opening Period, annual PILOT Payments shall be made as follows:

- (a) The Pre-Opening TVSP from ¶1.3.2 shall be multiplied by the equalization rate as defined in ¶1.3.2(f) hereof; and
- (b) The annual PILOT Payment shall be determined by multiplying the amount derived in ¶1.3.2(a) hereof by the tax rates identified in ¶1.3.2(g) hereof.

Based on the anticipated construction schedule and assuming the Pre-Opening Period ends in 2017, the PILOT Payment dates to which this ¶1.3.2 is applicable are expected to be February 1, 2016 and February 1, 2017.

- (c) Calculation of Annual PILOT Payment in Lieu of Tax for Years 1-10. For the purposes of this Agreement, the first PILOT Payment date after the Pre-Opening Period shall be "Year 1". The calculation of the annual PILOT Payments for Years 1 – 10 shall be made, as follows:

<u>Year</u>	<u>Land</u>	<u>Improvement Value</u>	<u>Exemption Percentage</u>	<u>Exemption Amount</u>	<u>TVSP</u>
1	\$ 600,000.00	\$ 7,400,000.00	50.0%	\$ 3,700,000.00	\$ 4,300,000.00
2	\$ 600,000.00	\$ 7,400,000.00	47.5%	\$ 3,515,000.00	\$ 4,485,000.00
3	\$ 600,000.00	\$ 7,400,000.00	45.0%	\$ 3,330,000.00	\$ 4,670,000.00
4	\$ 600,000.00	\$ 7,400,000.00	42.5%	\$ 3,145,000.00	\$ 4,855,000.00
5	\$ 600,000.00	\$ 7,400,000.00	40.0%	\$ 2,960,000.00	\$ 5,040,000.00
6	\$ 600,000.00	\$ 7,400,000.00	37.5%	\$ 2,775,000.00	\$ 5,225,000.00
7	\$ 600,000.00	\$ 7,400,000.00	35.0%	\$ 2,590,000.00	\$ 5,410,000.00
8	\$ 600,000.00	\$ 7,400,000.00	32.5%	\$ 2,405,000.00	\$ 5,595,000.00
9	\$ 600,000.00	\$ 7,400,000.00	30.0%	\$ 2,220,000.00	\$ 5,780,000.00
10	\$ 600,000.00	\$ 7,400,000.00	27.5%	\$ 2,035,000.00	\$ 5,965,000.00

- (i) The TVSP shall be multiplied by the equalization rate as defined in ¶1.3.2(f) hereof; and
- (ii) The annual PILOT Payment shall be determined by multiplying the amount derived in ¶1.3.2(b)(i) hereof by the tax rates identified in ¶1.3.2(g) hereof.
- (d) TVSP for Years 11-20. For the PILOT years 11 - 20, the PILOT Payment shall be calculated in accordance with the TVSP as specified in Exhibit 1.3.2(d), attached hereto and apart hereof.

The Assessed Value ("AV") shall be that value determined by the Town Assessor, and set on the final tax roll of the Town.

- (e) Calculation of Annual PILOT Payments 11-20. The calculation of the annual PILOT Payments for the years 11 through and including 20 shall be made by multiplying the TVSP calculated in 1.3.2(d) by the tax rates identified in ¶1.3.2(g) hereof.
- (f) Equalization Rate. The equalization rate ("EqR") to be used in making the computation contemplated by ¶1.3.2(c)(i) and ¶1.3.2(d) hereof shall mean the EqR for the Town used by the County to allocate and levy County taxes in connection with the January 1st tax roll immediately preceding the due date of the PILOT Payment. In the event that the EqR shall exceed one hundred (100%) percent, the EqR used in making the computation contemplated by ¶1.3.2(c)(i) and ¶1.3.2(d) shall be one hundred (100%) percent.

(g) Tax Rates. For the purposes of determining the amount of the PILOT Payments as contemplated by ¶1.3.2(c)(ii) and ¶1.3.2(e) hereof, the tax rates for each Taxing Jurisdiction shall mean the last tax rate used before the Taxable Status Date for levy of taxes by each such jurisdiction. For County and Town purposes, the tax rates used to determine the PILOT Payment shall be the tax rates relating to the calendar year which includes the PILOT Payment due date. For school tax purposes, the tax rates used to determine the PILOT Payment shall be the rate relating to the school tax year which began in the calendar year immediately preceding the year in which the PILOT Payment is due.

The chart which follows sets forth the anticipated years of the overall twenty-two (22) year period for PILOT Payments under the General Abatement Uniform Tax Exemption Program; the date that a PILOT Payment is due; and the appropriate tax periods utilized in determining the tax rates for computing the PILOT Payment. These periods are based on the expectation that Year 1 will be the PILOT Payment due on February 1, 2018. The "Years" set forth in the first column of the chart shall be adjusted so Year 1 is the February 1 following the Pre-Opening Period.

Year	PILOT Payment Due Date	School Fiscal Year Beginning	County & Town
x	February 1, 2016	July 1, 2015	January 1, 2016
xx	February 1, 2017	July 1, 2016	January 1, 2017
1	February 1, 2018	July 1, 2017	January 1, 2018
2	February 1, 2019	July 1, 2018	January 1, 2019
3	February 1, 2020	July 1, 2019	January 1, 2020
4	February 1, 2021	July 1, 2020	January 1, 2021
5	February 1, 2022	July 1, 2021	January 1, 2022
6	February 1, 2023	July 1, 2022	January 1, 2023
7	February 1, 2024	July 1, 2023	January 1, 2024
8	February 1, 2025	July 1, 2024	January 1, 2025
9	February 1, 2026	July 1, 2025	January 1, 2026
10	February 1, 2027	July 1, 2026	January 1, 2027
11	February 1, 2028	July 1, 2027	January 1, 2028
12	February 1, 2029	July 1, 2028	January 1, 2029

13	February 1, 2030	July 1, 2029	January 1, 2030
14	February 1, 2031	July 1, 2030	January 1, 2031
15	February 1, 2032	July 1, 2031	January 1, 2032
16	February 1, 2033	July 1, 2032	January 1, 2033
17	February 1, 2034	July 1, 2033	January 1, 2034
18	February 1, 2035	July 1, 2034	January 1, 2035
19	February 1, 2036	July 1, 2035	January 1, 2036
20	February 1, 2037	July 1, 2036	January 1, 2037

The PILOT Payments provided for herein shall commence as of February 1, 2016 which follows the first (1st) year of an approximately twenty-two (22) year period in which the Company is to receive tax benefits relative to the Facility. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the period provided in this PILOT Agreement. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for in this PILOT Agreement and specifically agrees that the exemptions provided for in this PILOT Agreement, to the extent actually received (based upon the number of years elapsed), supersede and are in substitution of the exemptions provided by §485b of the Real Property Tax Law ("RPTL"). It is hereby agreed and understood that the Taxing Jurisdictions can rely upon and enforce this waiver to the same extent as if it were signatories hereto.

- 1.3 Other Agreements Relating to PILOT Payments. The Agency shall remit to the Taxing Jurisdictions amounts received hereunder within thirty (30) days of receipt, and shall allocate the PILOT Payments among the Taxing Jurisdictions in the same proportion as normal taxes would have been allocated but for the Agency's involvement.
- 1.4 Determination of TVSP. The Agency and the Company have agreed upon the TVSP of the Facility. Such valuation was made without regard to the actual cost of construction of improvements to be made at the Facility. Such valuation shall not be increased or decreased if the Facility or any related work on or improvements are completed in substantial conformity with the plans and specifications. If there is a substantial change relating to the Facility or any related work or improvements during the construction phase, the Agency may redetermine the improvement value of the Facility. An increase in building size shall not be deemed to be a substantial change, unless such increase or decrease is more than five (5%) percent.
- 1.5 Termination of Use, Modification. If the substantial use of the Facility shall be discontinued by the Company, the TVSP may be modified. It is understood that the benefits of this Agreement have been extended to the Company on the grounds set forth in various related agreements between the parties; that new jobs at the Facility will be an economic asset to the County's economy; that the creating of new jobs in the County is

considered beneficial to the well being of the County as of the date of this Agreement and for the foreseeable future; and that the discontinuance of the substantial use of the Facility by the Company would alter the purpose for which this Agreement was made. In such event, the Agency may give notice to the Company that modification is required. If the parties cannot agree on the basis of modification the Agency may increase the TVSP to an amount not exceeding the assessed value of the Facility as determined by the Town Assessor.

ARTICLE II ADDITIONS

2. Valuation of Additions to the Facility. If there shall be an addition constructed to the Facility, or if there shall be any additional buildings or other structures constructed on the Land, the Company shall promptly notify the Agency of such addition ("Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans, specifications, and any other relevant information that the Agency may request. Upon the earlier of substantial completion, or the issuance of a Certificate of Occupancy, there shall be an increase in the PILOT Payment. The Agency shall notify the Company of any proposed increase in the TVSP caused by such Addition. If the Company shall disagree with the Agency's determination of TVSP for any Addition, then and in that event that TVSP shall be the assessed value of the Addition determined by the Town Assessor.

ARTICLE III EMPLOYMENT OBLIGATIONS

3. Employment Obligations.
 - (a) Employment Goals.
 - (i) Employment Goal Definitions: For the purposes of this Agreement, the following terms shall have the meaning set forth in each definition:
 - (1) "Employee" shall mean a person first employed by the Company, a tenant of the Company, a consultant or any third party vendor at the Facility on or after January 1, 2015.
 - (2) "Full-Time Equivalent Employee" or "FT" shall mean an employee who works thirty-five (35) hours in any seven (7) day period at the Facility.
 - (3) "Base Compensation" shall be determined in accordance with the provisions of the Fair Labor Standards Act.
 - (4) "At the Facility" shall mean that an FT is employed primarily at the Facility.

- (ii) FT Employment Goals: The Company agrees that an FT employment goal of 188 jobs shall be maintained following the Pre-Opening Period and thereafter throughout the Term of this Agreement.

The Company shall file with the Agency not later than the October 15, 2015 and on each October 15th thereafter, a statement certified under oath setting forth the actual FTs employed at the Facility for the preceding October 1 to September 30 period (each an "Employment Year"). Such statement shall contain such additional information as the Agency may reasonably request. The Company shall make available to the Agency such information as it may request to verify the information provided to the Agency including, but not limited to State and Federal employment tax forms and payroll records of the Company. "Actual average FT - employment" shall be determined by adding the actual FTs employed in each month of the applicable Employment Year and dividing such sum by twelve (12).

- (iii) Computation of PILOT Payment if FT Employment Goals Not Attained: In the event the FT employment goal is not attained with respect to any Employment Year during which Employment Goals are applicable, the next ensuing PILOT Payment shall be subject to adjustment. The amount due ("Adjusted PILOT Payment") shall be the amount calculated in ¶s1.3.2(b), 1.3.2(c)(ii) or 1.3.2(d) above (as applicable), plus an amount equal to the tax calculated as if an exemption under RPTL §485b were in effect, less the amount calculated in ¶s1.3.2(b), 1.3.2(c)(ii) or 1.3.2(d), times the percentage:

- (1) the numerator of which is equal to 188 minus the actual average FT employment for the prior calendar year, and
- (2) the denominator of which is 188.

By way of example, if in Employment Year ending on September 30, 2019 (i) the actual average FT employment is 150; (ii) the Town equalization rate used by the County to allocate 2020 taxes is ninety (90%) percent; (iii) the combined school, village, county and town tax rate relating to the 2019/2020 school tax, the 2019/2020 Village tax and the 2020 county and town tax bills is \$65.00 per \$1,000.00; (iv) the assessed value of the Facility on the 2019 Final Assessment Roll is \$8,000,000 full value; (v) \$7,400,000 of improvement value would have been eligible for the §485b exemption at a rate of forty (40%) percent, then the Adjusted PILOT Payment due the Taxing Jurisdictions would be computed as follows:

PILOT Payment

PILOT Payment = Total Value Subject to PILOT x Equalization Rate x tax rates

$$\$273,195 = \$4,670,000 \times 90\% \times 65/1000$$

Tax under §485b

Tax under §485b = Assessed Value - §485b exemption x tax rates

$$\$327,600 = (\$8,000,000 - \$2,960,000) \times 65/1000$$

Adjusted PILOT Payment

Adjusted PILOT Payment = PILOT Payment + [(tax under §485b - PILOT Payment amount) x Percentage of Underemployment]

$$\$284,192 = \$273,195 + [(\$327,600 - \$273,195) \times 38/188]$$

In no event shall the Adjusted PILOT Payment exceed the amount payable if the Facility were subject to taxation and a §485b exemption had been granted to eligible portions of the Facility.

- (b) Job Posting and Hiring Requirements. The Company agrees that it shall comply with the provisions of General Municipal Law §858-b, which requires that unless otherwise provided by collective bargaining contracts or relevant agreements, or agreements or other constraints with any other occupants, tenants or other parties related to the Facility or the Project, new employment opportunities created as a result of projects of the Agency shall be listed with the administrative entities of the service delivery area created by the Workforce Investment Act of 1998 (P.L. 105-220) (formerly the Federal Job Training Partnership Act (P.L. No. 97-300)) ("WIA") serving the County and the State Department of Labor Community Services Division. Except as otherwise provided by collective bargaining contracts or agreements, the Company will first consider for new employment opportunities persons eligible to participate in the WIA program who shall be referred by administrative entities of the service delivery area servicing the County or by the State Department of Labor Community Services Division.

To the extent not required by other agreements, the Company acknowledges that it is not now bound by the provisions of collective bargaining contracts or agreements which limit or restrict the Company from listing such employment opportunities or from giving first consideration to persons eligible to participate in job training partnership act programs. The Company agrees not to enter into any collective bargaining contracts or agreements which create such restriction or limitation unless the union or employee organization with which the Company shall negotiate

a collective bargaining contract or agreement has a bona fide program for apprenticeship in such union or has a comparable program for providing employment opportunities to persons eligible to participate in such Job Training Partnership Act Programs under apprenticeship programs conducted by such union or employee organization. The Company agrees that any agreement which creates or imposes or changes any such restriction or limitation shall be first submitted to the Agency for review prior to ratification of such agreement. The Company shall provide the Agency with copies of collective bargaining contracts or agreements hereinafter executed.

The Company shall submit to the Agency a statement of the manner in which the Company has complied with the provisions of this section of this Agreement. Such statement (together with documentation of each such referral and plan of hiring) shall be made under oath and shall be submitted no later than October 15th (or such other date as the parties shall agree) of each year of this Agreement. After an audit by the Agency and a written determination provided to the Company that there has been a failure for a period of two (2) years to list such job opportunities as herein provided or to hire and retain persons eligible for WIA programs without a reason for the failure to do so shall give rise to a presumption of intentional noncompliance with the provision of this section.

- (c) Equal Opportunity Requirements. During the term of this Agreement, the Company shall be in compliance with the County "Equal Opportunity Policy Statement," providing equal employment opportunity without regard to age, race, religion, creed, color, and other non-merit factors in compliance with State and federal laws.
- (d) Agency Filing Requirements. Annually, starting on October 15, 2015 and on each October 15th thereafter, the Company shall file a certified statement in form and substance acceptable to the Agency providing information as to the number of full time equivalent employees (FTEs) working at the Project for the immediately preceding Employment Year. The Company acknowledges that the Agency requires this information to file mandatory administrative and governmental reports. To the extent reasonably requested by the Agency, the Company shall supplement the information filed with each annual certified statement.
- (e) Defaults and Remedies Relating to Employment Obligations. The following remedies shall apply to Employment Obligation defaults:
 - (i) Intentional Non-Compliance: In the event of a finding by the Agency of intentional non-compliance with the Job Posting and Hiring requirements set forth in ¶3(b), or the Equal Opportunity requirements set forth in ¶3(c), or the Agency's filing requirements set forth in ¶3(d), following a thirty (30) day notice, if the non-compliance is not cured within such thirty (30) day period, the Agency may terminate this Agreement.

- (ii) Payment Required: Timely payment of all amounts due shall be made by the Company notwithstanding any dispute related to the calculation of the PILOT Payment.
- (iii) Condition Precedent to Suit: It shall be a condition precedent to the institution of any action or proceeding by the Company against the Agency with respect to the calculation of any amount claimed to be due the Agency that all amounts claimed to be due shall have been paid to the Agency by the Company prior to the institution of such action or proceeding.
- (iv) Intentional Non-Compliance: In the event of a finding by the Agency of intentional non-compliance with the Job Posting and Hiring requirements set forth in ¶3b, or the Equal Opportunity requirements set forth in ¶3c, the Agency may compute the PILOT Payment by adjusting the exemption amount to the level of exemption the Project would have received if eligible for exemption under RPTL §485-b.
- (v) Continuous Underemployment: If the Company shall fail for a period of two (2) consecutive years to employ at least one hundred twenty-five (125) FTEs for each year, the Agency may compute the PILOT Payment by adjusting the exemption amount to the level of exemption the Project would have received if eligible for exemption under RPTL §485-b. Such an adjustment shall relate to the exemption level only, and not the Total Value Subject to PILOT.
- (vi) Payment Required: Timely payment of all amounts due shall be made by the Company notwithstanding any dispute related to the calculation of the PILOT Payment.
- (vii) Condition Precedent to Suit: It shall be a condition precedent to the institution of any action or proceeding by the Company against the Agency with respect to the calculation of any amount claimed to be due the Agency that all amounts claimed to be due shall have been paid to the Agency by the Company prior to the institution of such action or proceeding.

ARTICLE IV
SPECIAL DISTRICT TAXES - NO ABATEMENTS

4. Additional Payments. In addition to the PILOT Payments to be made by the Company to the Agency pursuant to this Agreement, the Company shall pay to the Agency all special assessments, special ad valorem levies, and any other charges for which the Agency shall be liable and for which it is not wholly exempt from taxation. Such payments shall be made within ten (10) days after the date upon which a bill shall be rendered by the Agency to the Company. Such charges shall be paid without adjustment, exemption or other deduction provided; in each case, however, to the Company's right to obtain exemption and credits, if any, which would be afforded a private owner of the Facility as if the Agency

had no involvement with the Facility. The Company hereby authorizes the Agency to request that any Taxing Jurisdiction bill the Company directly for all special assessments, special ad valorem levies and any other charges for which the Agency shall be liable and for which it is not wholly exempt from taxation. In the event the Company is directly billed for such charges, the Company shall pay such charges within the time in which such statement or bill may be paid without interest or penalty.

ARTICLE V COMPANY'S REPRESENTATIONS AND WARRANTIES

5. Representations and Warranties.

- (a) The Company is duly authorized under all applicable provisions of law to enter into and perform this Agreement. The Company's entry into and performance of this Agreement will not violate any applicable provisions of law and will not result in a breach of or a default under any agreement or instrument to which the Company is a party and will not result in the creation of any lien, charge or encumbrance upon any of the assets of the Company under any such agreement or instrument.
- (b) The Company is not a party to any agreement or subject to any restriction (including without limitation any agreement by its shareholders), that materially and adversely affects its business assets or financial condition.
- (c) When executed, this Agreement will be a valid and binding obligation of the Company.

ARTICLE VI RIGHT TO CHALLENGE ASSESSMENTS

6. The Company's Right to Challenge. Except as otherwise provided in this Agreement, the Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special benefit, ad valorem levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this Agreement, as if and to the same extent as if the Agency had no interest in the Facility.

Except as otherwise provided in this Agreement, the Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Agency had no interest in the Facility, with respect to the assessed value of the Facility by any of the Taxing Jurisdictions and shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment.

ARTICLE VII
TRANSFER OF FACILITY TO COMPANY

7. Transfer of Facility to the Company. In the event that the Facility is ineligible for a continued tax exemption under some other tax incentive program, or any available exemptions result in a payment to the Taxing Jurisdictions in excess of the payment computed pursuant to this Agreement, the Company shall pay, no later than the next tax lien date (plus any applicable grace period), to each of the Taxing Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemptions provided for herein.

ARTICLE VIII
INVOLUNTARY TERMINATION

8. Involuntary Termination of Agreement. To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the Company's obligations hereunder shall, to such extent, be amended, and the obligation of the Company to pay amounts pursuant to this Agreement with respect to the Project shall be reduced in each PILOT Year by the amount paid by the Company as property taxes with respect to the Project.

ARTICLE IX
EVENTS OF DEFAULT

9. Events of Default. During the term of this Agreement, the following shall be an event of default:
- (a) The failure to make PILOT Payments within the time allowed for payment, time being of the essence;
 - (b) The adjudication of the Company as a bankrupt and the failure to vacate, set aside or terminate such adjudications within ninety (90) days thereafter;
 - (c) The failure of the Company to pay the amounts required to be paid pursuant to Sections 2.6, 3.3 or 3.7 of the Leaseback Agreement and such failure shall have continued for a period of ten (10) days after the Agency gives written notice of such failure to the Company;
 - (d) The appointment by any court of a receiver or trustee to take possession of all, or substantially all, of the assets of the Company which said appointment shall not have been discharged within a period of ninety (90) days after the filing of same;
 - (e) The making by the Company of an assignment for the benefit of creditors;

- (f) The abandonment of the Facility by the Company for a period of thirty (30) consecutive days or more, unless such abandonment is caused by fire or other catastrophe, war, act of God or governmental order or decree without fault of the Company contributing thereto; provided, however, that in the event of fire or other catastrophe, the Company indicates its intent within ninety (90) days from the happening of such event to reconstruct the Facility;
- (g) The attachment, execution or other seizure of all or substantially all of the assets of the Company, which such attachment, execution or other seizure is not discharged within a period of sixty (60) days after the date of levy; or
- (h) The failure, refusal or neglect of the Company to perform, keep or observe any of the terms, covenants and agreements herein contained on the part of the Company to be performed, kept or observed.

ARTICLE X
REMEDIES

10. Remedies.

- (a) Remedies on Default in Payment; Termination. Upon the happening of an event of default as defined in ¶9(a) hereof, the Agency may immediately terminate this Agreement with notice to the Company and without prejudice or limitation as to all other rights or remedies herein and/or under law or in equity. Such termination may be accomplished by terminating the Agency's leasehold interest in the Facility under the Leaseback Agreement, as determined by the Agency and the recording of Memorandums of Termination of Leaseback Agreement and Lease Agreement ("Termination Memorandums") in the County Clerk's Office shall be deemed to be delivery thereof. The Company hereby appoints the Chief Executive Officer and Chairman, each acting individually, as its attorneys-in-fact for the limited purpose of signing any forms that must necessarily accompany the Termination Memorandums in order for the Termination Memorandums to be recorded. The Company acknowledges that the foregoing appointment is coupled with an interest and is irrevocable.
- (b) Remedies On Other Defaults. Upon the happening of any event of default as defined in ¶9 (b - h) hereof, if after thirty (30) days written notice to the Company specifying the event of default, the default shall not have been remedied within such thirty (30) day period, (or if, with reasonable diligence the default cannot be remedied within such thirty (30) day period, then within such extended period as may be reasonably required therefor) the Agency, at its option, may take any action hereinafter set forth and all such remedies shall be cumulative and not exclusive:
 - (i) Recover damages for the breach of any covenant or condition hereof;

- (ii) Seek an injunction to bar any actual or threatened violation or breach of this Agreement;
 - (iii) Seek any other remedy authorized by law or in equity; or
 - (iv) Terminate this Agreement, without prejudice or limitation as to all other rights or remedies of the parties herein and/or under law or in equity. Such termination may be accomplished by terminating the Agency's leasehold interest in the Facility under the Leaseback Agreement, as determined by the Agency and the recording of Memorandums of Termination of Leaseback Agreement and Lease Agreement ("Termination Memorandums") in the County Clerk's Office shall be deemed to be delivery thereof. The Company hereby appoints the Chief Executive Officer and Chairman, each acting individually, as its attorneys-in-fact for the limited purpose of signing any forms that must necessarily accompany the Termination Memorandums in order for the Termination Memorandums to be recorded. The Company acknowledges that the foregoing appointment is coupled with an interest and is irrevocable.
- (c) Legal Fees on Default. If the Agency shall be required to take any action to enforce this Agreement or to collect any amount due hereunder, the Company shall be liable to pay, in addition to any other costs and expenses incurred by the Agency, its reasonable legal fees and the reasonable fees of any experts, accountants, or other professionals retained by it, without regard to whether the Agency shall have instituted any lawsuit or action at law or in equity in any court or before anybody, provided such expenses were actually and necessarily incurred.
- (d) Late charges. If any PILOT Payment is not made by the Payment Due Date, or if any other payment required to be made hereunder is not made when due by the last day of any applicable cure period, the Company shall pay penalties and interest as provided herein. With respect to PILOT Payments, if said payment is not received by the Payment Due Date, the Company shall pay, in addition to the PILOT Payment, a late charge equal to five percent (5%) of the amount due plus interest on said payment equal to one percent (1%) per month or fraction thereof until the PILOT Payment, penalty and interest is paid in full. With respect to all other payments due hereunder, if said payment is not received when due or by the last day of any applicable cure period, the Company shall pay, in addition to said payment, the greater of (a) a late charge equal to five percent (5%) of the amount due plus interest on said payment equal to one percent (1%) per month or fraction thereof until said payment, penalty and interest is paid in full; or (b) penalties and interest which would have been incurred had payments made hereunder been made to the Taxing Jurisdictions. However, the Taxing Jurisdictions are not authorized to enforce any other provisions of this Agreement.

ARTICLE XI
INDEMNIFICATION

11. Indemnification. The Company shall indemnify, defend and hold the Agency (and its chief executive officer, executive director, directors, officers, members, agents (except the Company), employees, servants and their successors, representative and assigns) harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever in relation to the Project, other than, with respect to each of the aforementioned Agency indemnified parties, losses arising from the negligence, fraud or willful misconduct of such parties, including expenses incurred by the Agency (and its chief executive officer, executive director, directors, officers, members, agents (except the Company), employees, servants and their successors, representative and assigns) in defending any claim, suit or action which may result as a result of the foregoing.

ARTICLE XII
AGENCY NO RECOURSE

12. No Recourse, Special Obligation.
- (a) The obligations and agreements of the Agency contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Agency, and not any director, officer, employee, member, agent (other than the Company) or representative of the Agency in his individual capacity, and the directors, officers, employees, members, agents (other than the Company) or representatives of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.
 - (b) The obligations and agreements of the Agency contained hereby shall not constitute or give rise to an obligation of the State or of the County and neither the State nor the County shall be liable hereon or thereon, and, further, 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 the sale or other disposition of the Facility (except for revenues derived by the Agency with respect to the Unassigned Rights (as defined in the Leaseback Agreement)).
 - (c) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder shall be sought or enforced against the Agency unless (i) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance

therewith would reasonable be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (ii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses, and (iii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its directors, officers, employees, members, agents (other than the Company) or representatives of the Agency shall be subject to potential liability, the party seeking such order or decree shall agree to indemnify and hold harmless the Agency and its directors, officers, employees, members, agents (other than the Company) and representatives of the Agency against all liability expected to be incurred as a result of compliance with such request.

- (d) The obligations and agreements of the Company contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Company, and not of any member, direct or indirect beneficial owners, affiliates, partners, shareholders, officers, directors, agents, employees or representatives of the company in his or their individual capacity, and the members, direct or indirect beneficial owners, affiliates, partners, shareholders, officers, directors, agents and employees or representatives of the Company shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

ARTICLE XIII GENERAL PROVISIONS

13. General Provisions.

- (a) Notices. All notices provided for by this Agreement shall be made in writing, and shall be deemed to have been given on the date of delivery if personally served on the party to whom notice is to be given, or on the next day after mailing if mailed to the party to whom notice is to be given by overnight courier of national reputation providing evidence of receipt and properly addressed, or on the third day after mailing if mailed to the party to whom notice shall be given by First Class, Certified mail, postage prepaid and properly addressed to the following:

If to the Agency:

County of Sullivan Industrial Development Agency
One Cablevision Center
Ferndale, New York 12734
Attn: Chief Executive Officer

With a copy to:

GARIGLIANO LAW OFFICES, LLP
449 Broadway
P.O. Drawer 1069
Monticello, New York 12701-1069
Attn: Agency Counsel

To the Company:

Sullivan Property Acquisitions I, LLC
510 Wild Turnpike, PO Box 368
Mountaintale, New York 12763

With a copy to:

Steve Vegliante, Esq.
510 Wild Turnpike, PO Box 368
Mountaintale, New York 12763

and to such other addresses and/or addressees as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this ¶13(a). All notices shall be deemed given when mailed or personally delivered in the matter provided in this ¶13(a).

- (b) Assignment. This Agreement may not be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits hereunder without the prior written consent of the Agency, which consent may be withheld by the Agency in its sole and absolute discretion. Notwithstanding anything in this Agreement or any of the other applicable agreements between the Company and the Agency, this Agreement or the Company's interests thereto, may be assigned or transferred, in its entirety or in parts, without the consent of the Agency to any entity controlling, controlled by, or under common control with, the Company, provided, that the Company shall provide the Agency with fifteen (15) days prior written notice thereof.
- (c) Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Agency, the Company and its respective permitted successors and assigns.
- (d) Waiver. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
- (e) Severability. If any provision of this Agreement shall be determined to be illegal and unenforceable by any court of law or any competent governmental or other authority, the remaining provisions shall be severable and enforceable in accordance with its terms so long as this Agreement without such terms or provisions does not fail of its essential purpose or purposes. The parties will negotiate in good faith to replace any such illegal or unenforceable provision or

provisions with suitable substitute provisions which will maintain the economic purposes and intentions of this Agreement.

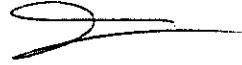
- (f) Governing Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State. The parties hereby designate a court of proper jurisdiction located in the County, State as the exclusive venue for resolution of any disputes which may arise under or by reason of this Agreement.
- (g) Survival of Obligations. The obligations of the Company to make PILOT Payments and all of the Company's indemnification obligations shall survive any termination or expiration of this Agreement.
- (h) Section Headings Not Controlling. The headings of the several sections in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provision of this Agreement.
- (i) Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.
- (j) Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior discussions and negotiations between them. This Agreement may not be amended in any respect except by a written amendment expressly referring to this Agreement and executed by the parties to be bound thereby.

60286-031v5

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IN WITNESS WHEREOF, the parties hereto have executed this PILOT Agreement effective as of the date hereof.

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY



By: Ira Steingart, Chairman

SULLIVAN PROPERTY ACQUISITIONS I, LLC



By: Daniel H. Resnick, Sole Member

EXHIBIT 1.3.2(d)

TVSP for Years 11-20

<u>Year</u>	<u>Land</u>	<u>Improvement Value</u>	<u>Exemption</u>		<u>TVSP</u>
			<u>Percentage</u>	<u>Amount</u>	
11	\$600,000 x EqR	AV - (\$600,000 x EqR)	25.0%	Improvement Value x Ex %	Land + (Improvement Value - Ex Amount)
12	\$600,000 x EqR	AV - (\$600,000 x EqR)	22.5%	Improvement Value x Ex %	Land + (Improvement Value - Ex Amount)
13	\$600,000 x EqR	AV - (\$600,000 x EqR)	20.0%	Improvement Value x Ex %	Land + (Improvement Value - Ex Amount)
14	\$600,000 x EqR	AV - (\$600,000 x EqR)	17.5%	Improvement Value x Ex %	Land + (Improvement Value - Ex Amount)
15	\$600,000 x EqR	AV - (\$600,000 x EqR)	15.0%	Improvement Value x Ex %	Land + (Improvement Value - Ex Amount)
16	\$600,000 x EqR	AV - (\$600,000 x EqR)	12.5%	Improvement Value x Ex %	Land + (Improvement Value - Ex Amount)
17	\$600,000 x EqR	AV - (\$600,000 x EqR)	10.0%	Improvement Value x Ex %	Land + (Improvement Value - Ex Amount)
18	\$600,000 x EqR	AV - (\$600,000 x EqR)	7.5%	Improvement Value x Ex %	Land + (Improvement Value - Ex Amount)
19	\$600,000 x EqR	AV - (\$600,000 x EqR)	5.0%	Improvement Value x Ex %	Land + (Improvement Value - Ex Amount)
20	\$600,000 x EqR	AV - (\$600,000 x EqR)	2.5%	Improvement Value x Ex %	Land + (Improvement Value - Ex Amount)