

**AMENDED AND RESTATED
MASTER DEVELOPMENT AND AGENT AGREEMENT**

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AND AGENT AGREEMENT (“Agreement”), made as of the 1st day of July, 2022, by and among 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 548 Broadway, Monticello, New York 12701 (“Agency”), ROCK MEADOW PARTNERS, LLC (“Rock Meadow”) together with its affiliates, GREAT PINE, LLC (“Great Pine”) and NARO BUILDING, LLC (“Naro Building”) and together with Rock Meadow and Great Pine are collectively referred to as “Company”), each a Delaware limited liability company, with a mailing address of 30 Essex Place, Bronxville, New York 10708.

WITNESSETH:

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, renovate, rehabilitate, install, equip, 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 and Indian Fields, LLC (“Indian Fields”) presented an Application to the Agency on April 7, 2015 (“Application”), a copy of which is on file at the office of the Agency, requesting that the Agency consider undertaking a project consisting of: (i) the acquisition, construction, renovation, installation and equipping of existing buildings (“Building” or “Existing Building”) situate on six (6) parcels of real estate located at 23 Erie Avenue, 7 Erie Avenue, County Road 24/Kirk Road and 6483 Route 97, Town of Tusten (“Town”), County of Sullivan (“County”), State and identified on the Town’s tax map Section 10, Block 3, Lots 1 and 19 and Section 10, Block 2, Lots 5.1, 17, 18 and 11 (“Land”); (ii) the

construction and equipping of the Existing Building; (iii) the acquisition, construction and installation thereon and therein of certain furniture, fixtures, machinery, equipment and tools (“Equipment”); (iv) the 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 the “Project”); and (v) leasing of the Facility from the Agency to the Company; and

WHEREAS, by Resolution No. 18-15, duly adopted by the Agency on June 8, 2015 and Resolution No. 19-15, duly adopted by the Agency on June 30, 2015 (collectively, the “Resolutions”), the Company was appointed as agent of the Agency for the purpose of the acquisition, construction, renovation, installation and equipping of the former Narrowsburg School (the “Narrowsburg Union Project”) and future projects to be located on Land leased by the Agency to the Company; and

WHEREAS, effective July 1, 2015, the Agency (i) designated the Company as its agent for the purpose of acquiring, constructing, renovating, installing and equipping the Project and entered into a Master Development and Agent Agreement (“MDAA”); (ii) a Lease Agreement (“Lease Agreement”) and Payment in lieu of Taxation Agreement (“PILOT Agreement”) with the Company; (iii) took title to the Land and the improvements and personal property which constitute the Project; and (iv) agreed to provide financial assistance to the Company in the form of (a) sales tax exemption for purchases related to the construction, installation and equipping of the Project; (b) a mortgage tax exemption for the financing related to the Project; and (c) a real property tax abatement on increased value resulting from improvements to the Land through a PILOT Agreement. The MDAA, Lease Agreement and PILOT Agreement are collectively referred to herein as the “Project Documents”); and

WHEREAS, contemporaneously with the execution of the Project Documents, the Agency accepted title to the following parcels of real property:

- a) Town of Tusten Section 10, Block 3, Lot 19 by deed from Great Pine to the Agency, dated July 1, 2015 and recorded in the Office of the Clerk of Sullivan County on November 10, 2015 as Instrument No. 2015-7690;
- b) Town of Tusten Section 10, Block 3, Lot 1 by deed from Sullivan West Central School District to the Agency, dated June 29, 2015 and recorded in the Office of the Clerk of Sullivan County on July 28, 2015 as Instrument No. 2015-5029;
- c) Town of Tusten Section 10, Block 2, Lot 5.1 by deed from Sullivan West Central School District to the Agency, dated June 29, 2015 and recorded in the Office of the Clerk of Sullivan County on July 28, 2015 as Instrument No. 2015-5028;
- d) Town of Tusten Section 10, Block 2, Lot 17 by deed from William Gerrity to the Agency, dated July 29, 2015 and recorded in the Office of the Clerk of Sullivan County on July 28, 2015 as Instrument No. 2015-5023;
- e) Town of Tusten Section 10, Block 2, Lot 18 by deed from William Laraia to the Agency, dated July 1, 2015 and recorded in the Office of the Clerk of Sullivan County on July 28, 2015 as Instrument No. 2015-5022; and
- f) Town of Tusten Section 10, Block 2, Lot 11 by deed from Indian Fields to the Agency, dated July 17, 2015 and recorded in the Office of the Clerk of Sullivan County on July 28, 2015 as Instrument No. 2015-5019;

Parcels a) and b) are the parcels comprising the Narrowsburg Union Project; and
WHEREAS, pursuant to the First Amendment to Master Development and Agent Agreement, the appointment of the Company as agent of the Agency to develop the project contemplated by the Resolutions was previously extended from July 1, 2020 to July 1, 2022; and

WHEREAS, the Company has requested the Agency further extend the appointment of the Company as agent of the Agency by an additional three years to July 1, 2025; and

WHEREAS, the Agency is willing to further extend the appointment of Rock Meadow, Great Pine and Naro Building as it relates to the Narrowsburg Union Project but the Agency is not willing to extend the Company's appointment related to potential projects other than the Narrowsburg Union Project; and

WHEREAS, as contemplated by the Resolutions, the parties wish to enter into this Agreement concerning the acquisition, construction, renovation, installation and equipping of the Narrowsburg Union Project.

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. Scope of Agency and Agency Benefits.

(a) Master Developer Designation - The Agency hereby designates the Company its true and lawful agent, as well as the Developer for the Narrowsburg Union Project, and the Company hereby accepts such agency on behalf of itself, solely for purposes of undertaking the Narrowsburg Union Project as defined and limited by this Agreement. The Agency shall provide all authorized forms of Agency financial assistance to the Company or its designees for the Narrowsburg Union Project which are or will be the subject of separate applications to the Agency. During the three (3) year period following the date of this Agreement (the "Extended Development Period"), the Agency shall not modify, alter or change the proposed forms of financial assistance as more particularly provided for Section 2 hereof, including, but not limited to the Relevant UTEP Program, except to the extent that (i) there is a change in supervening Federal or State laws, rules or regulations, or (ii) a change in circumstances or newly discovered information, establishing that the Narrowsburg Union Project or any portion thereof is likely to result in a material harm or endangerment to the public health, safety or welfare, which harm or endangerment cannot be prevented by the Company after reasonable notice and time to cure. In the event that an exception to the protections set forth hereunder occur and continue during the Extended Development Period, said exception shall relate only to the portion or aspect of the Narrowsburg Union Project affected by the newly discovered information or change in circumstances. The Agency shall evaluate periodically the progress of the development of the Narrowsburg Union Project and shall have the right in its reasonable discretion to rescind any rights granted to the Company under this subparagraph 1(a). The three (3) year Extended Development Period hereunder is not a personal right and shall attach to and run with the Land.

(b) Deed - On or about February 1, 2023, the Agency shall transfer title to all real property conveyed to the Agency for the Project, except Section 10, Block 3, Lot 1 (including former tax parcel 10-3-19), to Indian Fields.

(c) First Amended Lease – On or about February 1, 2023, the Company will enter into a First Amended Lease with the Agency whereby the Agency has taken title to the Land, improvements and personal property constituting the Narrowsburg Union Project and leased said Land, improvements and personal property back to the Company.

(d) First Amended PILOT -On or about February 1, 2023, the Company and the Agency will enter into a First Amended PILOT Agreement whereby the land comprising the Narrowsburg Union Project will be exempt from real property taxes (excepting special district charges), and the Company shall pay an annual payment in lieu of tax.

(e) Sales Tax Exemption - Contemporaneously with execution of this Agreement, the Agency has delivered to the Company a Sales Tax Abatement Letter, a copy of which is annexed hereto as Exhibit 1(e). The Company hereby agrees to limit its activities as agent for the Agency under the authority of the Resolutions to acts reasonably related to the Narrowsburg Union Project. The right of the Company to act as agent of the Agency shall expire on the expiration of the Extended Development Period in accordance with the terms set forth in subparagraph 1(a) herein, unless extended. The Sales Tax Abatement Letter shall expire on June 30, 2023. The Agency shall issue an additional Sales Tax Abatement Letter effective upon expiration of any Sales Tax Abatement Letter then in effect provided the Company has complied with the reporting requirements of this Section 1(e) and paid to the Agency all sales tax abatement fees. The aggregate amount of work performed as agent for the Agency shall not exceed the amounts described in the Application. All contracts entered into as agent for the Agency relating to the Narrowsburg Union Project shall include the following language:

“This contract is being entered into by Rock Meadow Partners, LLC (or its designee) (the "Agent"), as agent for and on behalf of the County of Sullivan Industrial Development Agency (the "Agency"), in connection with a certain project of the Agency for the Agent consisting in part of the acquisition, construction, renovation, installation and equipping of the Narrowsburg Union Project located in the Town of Tustin, County of Sullivan, State of New York. The machinery, equipment and building materials to be incorporated and installed shall be exempt from the sales and use taxes levied by the State of New York if the acquisition thereof is effected in accordance with the terms and conditions set forth in the attached sales tax exemption letter of the Agency; and the Agent hereby represents that this contract is in compliance with the terms of the sales tax exemption letter. This contract is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever. By execution or acceptance of this contract, the vendor/contractor hereby acknowledges and agrees to the terms and conditions set forth in this paragraph.”

To secure payment of the Agency's fees, the Company previously deposited with the Agency TWO THOUSAND FIVE HUNDRED and 00/100 (\$2,500.00) Dollars in escrow ("Escrow Deposit"). Commencing on the fifteenth (15th) day of July, 2023, and on the fifteenth (15th) day of each July thereafter the Company shall file with the Agency a report certified under oath detailing the taxable purchases which have been made by the Company (including its designees) during the prior July 1st to June 30th period without payments of sales tax (each a "Sales Tax Report"). Each Sales Tax Report shall be prepared on a "cash" basis with each purchase deemed to have occurred upon payment of an invoice relating to each such purchase. Each Sales Tax Report shall be accompanied by a check made payable to the Agency in the amount of one (1%) percent of the purchases made during the period covered by the Sales Tax Report. In the event a Sales Tax Report and accompanying payment is not received by the Agency by the fifteenth (15th) of July, the Agency shall notify the Company in writing of its failure to submit the Sales Tax Report, in which event the Company shall have ten (10) days within which to submit the Sales Tax Report and payment. If the Company fails to submit the Sales Tax Report and payment following the notice and cure period, the Agency may immediately withdraw and pay over to the Agency the entire Escrow Deposit and terminate the Sales Tax Exemption Letter; provided, however, that within thirty (30) days after the filing by the Company of Form ST-340 for the year in which the termination occurs (a copy of which shall be provided to the Agency) (x) the Company shall pay to the Agency any additional fee which is due but has not yet been paid in connection with taxable purchases for which the Company availed itself of the abatement prior to termination, or (y) the Agency shall refund to the Company any amount of the fee previously paid to the Agency that exceeds the amount due to the Agency for taxable purchases for which the Company availed itself of the abatement prior to termination. Upon such termination, the Company shall immediately commence paying sales tax on all purchases made on or after the date of termination and shall provide written notice to its current vendors advising of the termination of the Agency's Sales Tax Exemption Letter. Evidence of the notice of termination to its vendors shall be supplied by the Company to the Agency within the ten (10) days of termination.

(f) **Mortgage Tax Exemption** – The Agency shall from time to time execute and deliver mortgages on the Land securing amounts incurred in furtherance of the Narrowsburg Union Project, provided the mortgages are non-recourse to the Agency and the mortgages contain hold harmless language in form acceptable to counsel to the Agency. Except for the right of the Agency to be held harmless, and to have its fees, counsel charges and other third-party costs paid and to have amounts when due under the First Amended PILOT paid, the interests of the Agency under the First Amended Lease Agreement and First Amended PILOT shall be subordinate to the lien of said mortgages. At the time of execution of any mortgage of by the Agency, the Company shall pay the Agency a mortgage tax abatement fee of the greater of \$1,000.00 or 1/10% of the amount secured by each such mortgage.

2. **Program Reliance.** The Company has relied upon its qualification for benefits under the Agency's Encouraging the Return of Tax Exempt Property to Taxable Status Program ("Relevant UTEP Program") in making its decision to undertake and invest in the Narrowsburg Union Project. Financial projections and budgets relating to the Narrowsburg Union Project have been prepared with the assumption that the Relevant UTEP Program will remain available to the Company or its designees throughout the Extended Development Period. Accordingly,

consistent with subparagraph 1(a) herein, any amendment or modification of the Relevant UTEP Program by the Agency, which makes such program less beneficial than the programs presently in existence, which occur during the Extended Development Period, shall specifically exclude projects that have been undertaken with express reliance upon the Relevant UTEP Programs, including specifically the Narrowsburg Union Project. The Agency also finds that it is necessary and desirable, as a result of public policy, the multi-year build out and substantial investment of the Company in the Narrowsburg Union Project, and the practical timing, cost, phasing and other considerations in implementing the approved Narrowsburg Union Project, and the intent of the Narrowsburg Union Project, to grant the Company the rights and protections hereunder during the designated Extended Development Period.

3. Representations and Covenants of the Company. The Company makes the following representations and covenants in order to induce the Agency to proceed with the Narrowsburg Union Project, to the best of its knowledge:

(a) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Agreement, will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute 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 such instrument or agreement.

(b) The Narrowsburg Union Project and the operation thereof will conform with all applicable zoning, planning, building and environmental laws and regulations of governmental authorities having jurisdiction over the Narrowsburg Union Project, and the Company shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection (b).

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any way, in its reasonable belief, materially diminish or adversely impact on the Company's ability to fulfill its obligations under this Agreement.

(d) The Company covenants (i) that the Narrowsburg Union Project will comply in all respects with all environmental laws and regulations; (ii) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Narrowsburg Union Project except in compliance with all applicable laws; (iii) the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Narrowsburg Union Project or onto any other property; (iv) that no asbestos will be incorporated into or disposed of on the Narrowsburg Union Project; (v) that no underground storage tanks will be located on the Narrowsburg Union Project except in full compliance at all times with all applicable laws, rules, and regulation; and (vi) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence. The Company upon receiving any information or

notice contrary to the representations contained in this Section (d) shall immediately notify the Agency in writing with full details regarding the same. The Company hereby releases the Agency from liability with respect to, and agrees to defend, indemnify, and hold harmless the Agency, its chief executive officer, executive director, directors, officers, employees, members, agents (except the Company) representatives, their respective successors and assigns and personal representatives from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section. In the event the Agency in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed with respect to the Narrowsburg Union Project, the Company agrees to pay the reasonable expenses of same to the Agency upon demand.

(e) The Company further covenants and agrees that the purchase of goods and services relating to the Narrowsburg Union Project and subject to New York State and local sales and use taxes are estimated in the amount up to \$900,000.00, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency cannot exceed \$72,000.00.

(f) The Company further covenants and agrees to complete "IDA Appointment of Project Operator or Agent For Sales Tax Purposes" (NYS Form ST-60), in the form attached hereto as Exhibit 3(f), for each agent, subagent, contractor, subcontractor, if any, contractors or subcontractors of such agents and subagents, if any, and such other parties as the Company chooses who provide materials, equipment, supplies or services and forward said form to the Agency within twenty (20) days of appointment.

(g) The Company further covenants and agrees to file an annual statement with the State Department of Taxation and Finance on "Annual Report of Sales and Use Tax Exemptions" (NYS Form ST-340), attached hereto as Exhibit 3(g), regarding the value of sales and use tax exemptions the Company, its agents, subagents, consultants or subcontractors have claimed pursuant to the agency conferred on the Company and its designees with respect to the Narrowsburg Union Project in accordance with General Municipal Law Section 874(8). The Company further covenants and agrees that it will, within ten (10) days of each filing, provide a copy of same to the Agency; provided, however, in no event later than February 15th of each year. The Company understands and agrees that the failure to file such annual statement will result in the termination of the Company's authority to act as agent for the Agency.

(h) The Company acknowledges and agrees that all purchases made in furtherance of the Narrowsburg Union Project shall be made using "IDA Agent or Project Operator Exempt Purchase Certificate" (NYS Form ST-123), a copy of which is attached hereto as Exhibit 3(h)-1 (for use by the Company) and Exhibit 3(h)-2 (for use by subagents of the Company), and it shall be the responsibility of the Company (and not the Agency) to complete NYS Form ST-123. The Company acknowledges and agrees that it shall identify the Narrowsburg Union Project on each bill and invoice for such purchases and further indicate on such bills or invoices that the Company is making purchases of tangible personal property or services for use in the Narrowsburg Union Project as agent of the Agency. For purposes of

indicating who the purchaser is, the Company acknowledges and agrees that the bill or invoice should state, *"I, the Authorized Representative of Rock Meadow Partners LLC certify that I am a duly appointed agent of County of Sullivan Industrial Development Agency ("IDA") and that I am purchasing the tangible personal property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under the agent agreement with the County of Sullivan Industrial Development Agency." The Company further acknowledges and agrees that the following information shall be used by the Company to identify the Narrowsburg Union Project on each bill and invoice: "the name of the Project, the street address of the Project site."*

(i) The Company acknowledges and agrees that the Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, invoice, bill or purchase order in any manner and to any extent whatsoever (including payment or performance obligations), and the Company shall be the sole party liable thereunder.

4. Hold Harmless Provision. The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its chief executive officer, executive director, directors, officers, employees, members, agents (except the Company), representatives, their respective successors and assigns and personal representatives harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Narrowsburg Union Project or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Narrowsburg Union Project or breach by the Company of this Agreement or (ii) liability arising from or expense incurred by the Agency's (a) financing, acquiring, constructing, installing and equipping of the Narrowsburg Union Project; (b) taking title to the Land; and (c) its leasing of the Narrowsburg Union Project back to the Company, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expense, incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or its respective chief executive officer, executive director, directors, officers, employees, members, agents (except the Company), and representatives, their respective successors and assigns and personal representatives and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability, except that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Agency or any other person or entity to be indemnified.

5. Insurance Required. Effective as of the date hereof and until the Agency consents in writing to a termination, the Company shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(a) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Narrowsburg Union Project, exclusive of excavations

and foundations, as determined by a recognized appraiser or insurer selected by the Company.

(b) Worker's compensation insurance, disability benefits insurance, and each other form of insurance which the Agency or the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Narrowsburg Union Project.

(c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable Worker's Compensation Law; and a blanket excess liability policy in the amount not less than \$2,000,000, protecting the Company against any loss or liability or damage for personal injury or property damage.

6. Additional Provisions Respecting Insurance.

(a) All insurance required by Section 5 hereof shall name the Agency as an additional insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company (and reasonably satisfactory to the Agency) and authorized to write such insurance in the State. Such insurance may be written with deductible amounts not exceeding \$5,000.00. All policies evidencing such insurance shall provide for (i) payment of the losses of the Company and the Agency as their respective interest may appear, and (ii) at least thirty (30) days written notice of the cancellation thereof to the Company and the Agency.

(b) All such certificates of insurance of the insurers that such insurance is in force and effect, shall be deposited with the Agency on or before the commencement of the term of this Agreement. Prior to expiration of the policy evidenced by said certificates, the Company shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agreement.

7. 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.

8. 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:

To the Agency:

County of Sullivan Industrial Development Agency

548 Broadway
Monticello, New York 12701
Attn: Executive Director

with a copy to:

Walter F. Garigliano P.C.
449 Broadway – P.O. Drawer 1069
Monticello, New York 12701

To the Company:

Rock Meadow Partners LLC
Great Pine LLC
NARO Building LLC
30 Essex Place
Bronxville, New York 10708
Attn: Kathleen M. Weiden

with a copy to:

J+G Law, LLP
158 Orange Ave., PO Box 367
Walden NY 12586
Attn: *J. Benjamin Bailey, Esq.*

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section.

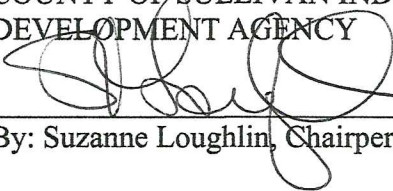
9. This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the Federal or state courts located in County, State.

10. By executing this Agreement, the Company covenants and agrees to pay all fees, costs and expenses incurred by the Agency for (1) legal services, including but not limited to those provided by the Agency's general counsel or transaction counsel (if applicable), and (2) other consultants retained by the Agency in connection with the Narrowsburg Union Project; with all such charges to be paid by the Company at the closing or, if the closing does not occur, within ten (10) business days of receipt of the Agency's invoices therefore. The Company acknowledges the receipt of a written estimate of fees and costs of the Agency's counsel. The Company further covenants and agrees that the Company is liable for payment to the Agency of all charges referred to above, as well as all other actual costs and expenses incurred by the Agency in undertaking the Narrowsburg Union Project notwithstanding the occurrence of any of (1) the applicant's withdrawal, abandonment, cancellation or failure to pursue the Narrowsburg Union Project; (2) the inability of the Agency or the Company to procure the services of one or more financial institutions to provide financing for the Narrowsburg Union Project; or (3) the Company's failure, for whatever reason, to undertake and/or successfully complete the Narrowsburg Union Project.

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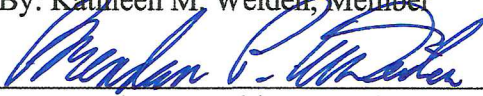
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY


By: Suzanne Loughlin, Chairperson


ROCK MEADOW PARTNERS, LLC


By: Kathleen M. Weiden, Member


By: Brendan P. Weiden, Member

GREAT PINE, LLC

By: Rock Meadow Partners, LLC


By: Kathleen M. Weiden, Member


By: Brendan P. Weiden, Member

NARO BUILDING, LLC

By: Rock Meadow Partners, LLC


By: Kathleen M. Weiden, Member


By: Brendan P. Weiden, Member

EXHIBIT A
LAND

Narrowsburg Union Project	10-3-1 ¹
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¹ Including former tax parcel 10-3-19, which was merged with 10-3-1.

SCHEDULE A

LIST OF APPOINTED AGENTS²

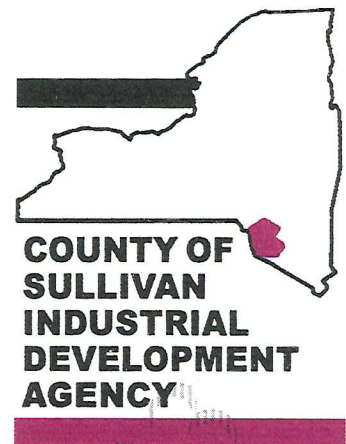
1. Rock Meadow Partners, LLC
2. Great Pine, LLC
3. NARO Building, LLC
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

² FOR EACH AGENT APPOINTED BY THE COMPANY, A NYS FORM ST-60 MUST BE COMPLETED AND FILED BY THE COMPANY WITH THE NYS DEPARTMENT OF TAXATION AND FINANCE IDA UNIT INDICATING THE APPOINTMENT OF SUCH AGENT OF THE COMPANY.

EXHIBIT 1(e)

FORM OF SALES TAX EXEMPTION LETTER

548 Broadway
Monticello, New York 12701
(845) 428-7575
(845) 428-7577 FAX
TTY 711



January 1, 2023

To Whom It May Concern:

Re: New York State Sales and Use Tax Exemption
County of Sullivan Industrial Development Agency with Rock Meadow Partners, LLC (“Rock”), Great Pine, LLC (“Pine”), and NARO Building, LLC (“Naro” and together with Rock and Pine, collectively referred to as the “Company”) Project

Pursuant to TSB-M-87(7) issued by the New York State Department of Taxation and Finance on April 1, 1987, you have requested a letter from the County of Sullivan Industrial development Agency (“Agency”) containing the information required by said policy statement requiring the sales tax exemption with respect to the purchase, lease or rental of building materials, furniture, fixtures, equipment and supplies to be used in connection with the acquisition, construction, renovation, demolition, installation and equipping of the following described project by the Company:

the acquisition, construction, renovation, installation and equipping of existing buildings (“Building” or “Existing Building”) situate on one (1) parcel of real estate consisting of approximately 3.12 acres located at 23 Erie Avenue and 7 Erie Avenue, Town of Tusten (“Town”), County of Sullivan (“County”), State and identified on the Town’s tax map as Section 10, Block 3, Lot 1 (“Land”); (ii) the construction and equipping of the Building; (iii) the acquisition, construction and installation thereon and therein of certain furniture, fixtures, machinery, equipment and tools (“Equipment”); (iv) the 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 the “Project”); and (v) leasing of the Project from the Agency to the Company.

On June 8, 2015 and June 30, 2015, the Agency, a corporate governmental Agency constituting a body corporate and politic and a public benefit corporation and a governmental agency of the State of New York adopted a resolution whereby the Agency appointed the Company as its agent to acquire, construct, renovate, install or equip the Project.

This is to certify that purchases, leases or rentals by the Agency, through its agent, the Company, of materials to be incorporated into the Facility and purchases, leases or rentals of supplies, tools, equipment, or services necessary to acquire, construct, reconstruct, renovate,

*This Sales Tax Exemption Letter shall not be used to abate sales tax on purchases of motor vehicles.

rehabilitate and install or equip such Facility are exempt from any sales or use tax imposed by the State of New York and any governmental instrumentality located within the State of New York.

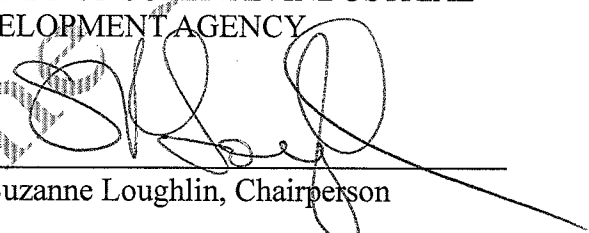
It is further certified that since the Agency is a public benefit corporation, neither it, nor the Company as its agent, is required to furnish an "Exempt Organization Certificate" in order to secure exemption from sales or use tax for such items.

A copy of this letter retained by any vendor or seller to the Company, as agent for the Agency, may be accepted by such vendor or seller as a "statement and additional documentary evidence of such exemption" as provided by New York Tax Law 1132(c)(2), thereby relieving such vendor or seller from the obligation to collect sales or use tax upon purchases or rentals of such materials, supplies, tools, equipment, or services by the Agency through its agent, the Company.

THIS LETTER SHALL BE IN EFFECT FROM JANUARY 1, 2023 THROUGH AND INCLUDING JUNE 30, 2023.

In the event you have any questions with respect to the above, please do not hesitate to contact me.

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY


By: Suzanne Loughlin, Chairperson

Expiring June 30, 2023

EXHIBIT 3(f)

FORM OF NYS FORM ST-60 TO BE COMPLETED BY COMPANY
AND FILED WITH IDA FOR EACH OF ITS SUBAGENTS

[Attached Next Page]



IDA Appointment of Project Operator or Agent For Sales Tax Purposes

ST-60

(1/18)

The industrial development agency or authority (IDA) **must** submit this form within **30 days** of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

IDA information

Name of IDA County of Sullivan Industrial Development Agency			IDA project number (use OSC numbering system for projects after 1998) 48011503A
Street address 548 Broadway			Telephone number (845) 428-7575
City Monticello	State NY	ZIP code 12701	Email address (optional)

Project operator or agent information

Name of IDA project operator or agent Rock Meadow Partners LLC		Mark an X in the box if directly appointed by the IDA: <input checked="" type="checkbox"/>	Employer identification or Social Security number 47-3480557
Street address 30 Essex Place		Telephone number (914) 714-9448	Primary operator or agent? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
City Bronxville	State NY	ZIP code 10708	Email address (optional)

Project information

Name of project Rock Meadow Partners			
Street address of project site 7 and 23 Erie Avenue			
City Narrowsburg	State NY	ZIP code 12764	Email address (optional)
Purpose of project master development of site			

Description of goods and services intended to be exempted from New York State and local sales and use taxes the acquiring, redevelopment, and renovation of the vacant former Narrowsburg Central School			
Date project operator or agent appointed (mmddyy) 060815	Date project operator or agent status ends (mmddyy) 063023	Mark an X in the box if this is an extension to an original project: <input checked="" type="checkbox"/>	
Estimated value of goods and services that will be exempt from New York State and local sales and use tax: 900,000.00		Estimated value of New York State and local sales and use tax exemption provided: 72,000.00	

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer or employee signing on behalf of the IDA Jennifer M. Flad		Print title Executive Director	
Signature 		Date 3-15-23	Telephone number (845) 428-7575

EXHIBIT 3(g)

NYS FORM ST-340
TO BE COMPLETED AND FILED ANNUALLY BY COMPANY

[Attached Next Page]



Annual Report of Sales and Use Tax Exemptions Claimed by Agent/Project Operator of Industrial Development Agency/Authority (IDA)

For period ending December 31, _____ (enter year)

Project information

Name of IDA agent/project operator Rock Meadow Partners, LLC		Employer identification number (EIN) 47-3480557	
Street address 30 Essex Place		Telephone number (914) 714-9448	
City Bronxville		State NY	ZIP code 10708
Name of IDA County of Sullivan IDA	Name of project Rock Meadow Partners		IDA project number 48011503A
Street address of project site 7 and 23 Erie Avenue			
City Narrowsburg		State NY	ZIP code 12764
Date project began 070115		Completion date of project Actual <input type="checkbox"/> Expected <input type="checkbox"/>	
Total sales and use tax exemptions (actual tax savings; not total purchases)			\$

Representative information (not required)

Authorized representative, if any	Title
Street address	Telephone number ()
City	State ZIP code

Certification

I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer, employee, or authorized representative	Title of person signing
Signature	Date

If you do not annually file a complete report, we may remove your authority to act as an IDA agent/project operator.

Mail completed report to:
NYS TAX DEPARTMENT
IDA UNIT
WA HARRIMAN CAMPUS
ALBANY NY 12227-0866

If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

EXHIBIT 3(h)-1

NYS FORM ST-123
FOR
COMPANY

[Attached Next Page]



**IDA Agent or Project Operator
 Exempt Purchase Certificate**
 Effective for projects beginning on or after June 1, 2014

This certificate is not valid unless all entries have been completed.

Note: To be completed by the purchaser and given to the seller. Do not use this form to purchase motor fuel or diesel motor fuel exempt from tax. See Form FT-123, *IDA Agent or Project Operator Exempt Purchase Certificate for Fuel*.

Name of seller			Name of agent or project operator		
Street address			Street address		
City, town, or village		State	City, town, or village		State
ZIP code			ZIP code		
Agent or project operator sales tax ID number (see instructions)					

Rock Meadow Partners, LLC
 30 Essex Place
 Bronxville NY 10708
 47-3480557

Mark an X in one: Single-purchase certificate Blanket-purchase certificate (valid only for the project listed below)

To the seller:

You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

Project information

I certify that I am a duly appointed agent or project operator of the named IDA and that I am purchasing the tangible personal property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under my agreement with the IDA.

Name of IDA		
County of Sullivan Industrial Development Agency		
Name of project	IDA project number (use OSC number)	
Rock Meadow Partners	48011503A	
Street address of project site		
7 and 23 Erie Ave.		
City, town, or village	State	ZIP code
Narrowsburg	NY	12764
Enter the date that you were appointed agent or project operator (mm/dd/yy)	06 / 08 / 15	Enter the date that agent or project operator status ends (mm/dd/yy)
		/ /

Exempt purchases

(Mark an X in boxes that apply)

- A. Tangible personal property or services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) used to complete the project, but not to operate the completed project
- B. Certain utility services (gas, propane in containers of 100 pounds or more, electricity, refrigeration, or steam) used to complete the project, but not to operate the completed project
- C. Motor vehicle or tangible personal property installed in a qualifying motor vehicle

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Signature of purchaser or purchaser's representative (include title and relationship)	Date
Type or print the name, title, and relationship that appear in the signature box	

EXHIBIT 3(h)-2

NYS FORM ST-123
FOR
SUBAGENTS OF COMPANY

[Attached Next Page]



**IDA Agent or Project Operator
Exempt Purchase Certificate**

Effective for projects beginning on or after June 1, 2014

This certificate is not valid unless all entries have been completed.

Note: To be completed by the purchaser and given to the seller. Do not use this form to purchase motor fuel or diesel motor fuel exempt from tax. See Form FT-123, *IDA Agent or Project Operator Exempt Purchase Certificate for Fuel*.

Name of seller			Name of agent or project operator		
Street address			Street address		
City, town, or village	State	ZIP code	City, town, or village	State	ZIP code
Agent or project operator sales tax ID number (see instructions)					

Mark an **X** in one: Single-purchase certificate Blanket-purchase certificate (valid only for the project listed below)

To the seller:

You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

Project information

I certify that I am a duly appointed agent or project operator of the named IDA and that I am purchasing the tangible personal property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under my agreement with the IDA.

Name of IDA County of Sullivan Industrial Development Agency			
Name of project Rock Meadow Partners		IDA project number (use OSC number) 48011503A	
Street address of project site 7 and 23 Erie Ave.			
City, town, or village Narrowsburg		State NY	ZIP code 12764
Enter the date that you were appointed agent or project operator (mm/dd/yy)		Enter the date that agent or project operator status ends (mm/dd/yy)	

Exempt purchases

(Mark an **X** in boxes that apply)

- A. Tangible personal property or services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) used to complete the project, but not to operate the completed project
- B. Certain utility services (gas, propane in containers of 100 pounds or more, electricity, refrigeration, or steam) used to complete the project, but not to operate the completed project
- C. Motor vehicle or tangible personal property installed in a qualifying motor vehicle

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Signature of purchaser or purchaser's representative (include title and relationship)	Date
Type or print the name, title, and relationship that appear in the signature box	