

**FIRST AMENDED  
PAYMENT IN LIEU OF TAXATION AGREEMENT**

THIS FIRST AMENDED PAYMENT IN LIEU OF TAXATION AGREEMENT (“Amendment”), made as of the 1<sup>st</sup> day of February, 2023, which amends that certain Payment in Lieu of Taxation Agreement, made as of July 1, 2015 (“PILOT Agreement”) is 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. All capitalized terms not herein defined shall have the respective meanings ascribed thereto in the Lease.

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 a 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 (tax parcel 10-3-19 has merged into tax parcel 10-3-1); 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 Amendment 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. On or about February 1, 2023, the Agency shall transfer the title to the following parcels of real property to Indian Fields (collectively, the "Indian Fields Parcels"):

10.-2-5.1  
10.-2-17  
10.-2-18  
10.-2-11

Accordingly, as of the March 1, 2023 taxable status date, the exemption from real estate taxes previously in place for the Indian Fields Parcels will no longer be applicable. The Indian Fields Parcels will be taxable for Sullivan West school taxes commencing with the tax bill issued on or about September 1, 2023 and for County and Town purposes with the tax bill issued on or about January 1, 2024. The last PILOT Payment for the Indian Fields Parcels will be the PILOT Payment due February 1, 2023 which is a payment in lieu of 2022/23 School Tax and 2023 County and Town tax. Effective following payment of the 2023 PILOT Payment, a PILOT Payment shall be computed for the location of the Narrowsburg Union Project site only, which is Town of Tusten Section 10, Block 3, Lot 1.

2. The chart following Section 1.2 of the PILOT Agreement is hereby amended to read as follows:

Tax Map Parcel 10-3-1
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Section 10, Block 3, Lot 19 was previously combined with Section 10, Block 3, Lot 1.

3. Section 1.3.1 of the PILOT Agreement is hereby deleted in its entirety and the following inserted in its place and stead:

“1.3.1 With respect to the parcel identified on the Town tax map as 10-3-1, annual PILOT Payments shall be made in the following amounts:

- (a) Years 1 – 8.  
All PILOT Payments through and including the PILOT Payment due February 1, 2023 have been paid.
- (b) Years 9 -14.
  - (i) Determination of TVSP. For the PILOT years 2024 - 2029, the TVSP shall be the following amounts for the following years:

<u>Year</u>	<u>Payment Date</u>	<u>TVSP</u>
9	February 1, 2024	{[Assessed Value – (\$172,000 x Eq rate)] x 50.00%} + (\$172,000 x Eq rate)
10	February 1, 2025	{[Assessed Value – (\$172,000 x Eq rate)] x 58.33%} + (\$172,000 x Eq rate)
11	February 1, 2026	{[Assessed Value – (\$172,000 x Eq rate)] x 66.67%} + (\$172,000 x Eq rate)
12	February 1, 2027	{[Assessed Value – (\$172,000 x Eq rate)] x 75.00%} + (\$172,000 x Eq rate)
13	February 1, 2028	{[Assessed Value – (\$172,000 x Eq rate)] x 83.33%} + (\$172,000 x Eq rate)
14	February 1, 2029	{[Assessed Value – (\$172,000 x Eq rate)] x 91.67%} + (\$172,000 x Eq rate)

The Assessed Value shall be that value determined by the Town Assessor and set on the final tax roll of the Town filed on or about the July 1 immediately preceding each Payment Date.

- (ii) Calculation of Annual PILOT Payment in Lieu of Tax. The calculation of the annual PILOT Payments for years 9 – 14 shall be made, as follows:
  - (A) The TVSP shall be multiplied by the equalization rate as defined in ¶1.3.1(d) hereof; and
  - (B) The annual PILOT Payment shall be determined by multiplying the amount derived in ¶1.3.2(b)(ii)(A) hereof by the tax rates identified in ¶1.3.1(e) hereof.
- (c) Reconveyance to Company. Pursuant to the Lease Agreement, the Agency shall convey the title to Town tax map parcel 10-3-1 to the Company prior to the March 1, 2029 taxable status date.
- (d) Equalization Rate. The equalization rate to be used in making the

computation contemplated by ¶1.3.1(b)(ii)(A), ¶1.3.2(b)(ii)(A) and ¶1.3.3(b)(i) hereof shall mean the equalization rate 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 equalization rate shall exceed one hundred (100%) percent, the equalization rate used in making the computation contemplated by ¶1.3.1(b)(ii)(A), ¶1.3.2(b)(ii)(A) and ¶1.3.3(b)(i) shall be one hundred (100%) percent.

- (e) Tax Rates. For the purposes of determining the amount of the PILOT Payments as contemplated by ¶1.3.1(b)(ii)(B), ¶1.3.2(b)(ii)(B) and ¶1.3.3(b)(ii) 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. “

Sections 1.3.2 and 1.3.3 are hereby deleted following payment of the PILOT Payment due February 1, 2023.

4. The Notice addresses in Section 11(a) of the PILOT Agreement are hereby updated as follows:

“If 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. Benjamin Bailey*  
*J & G, LPA, LLP*  
*158 Orange Ave., PO Box 367*  
*Walden, NY 12586*  
*845-778-2121 x 224*

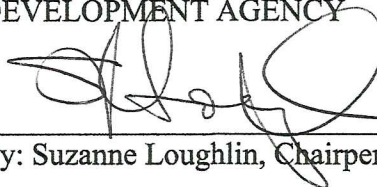
Attn: \_\_\_\_\_”

5. Except as herein amended, all other terms and conditions of the PILOT Agreement shall remain in full force and effect. If there shall be any conflict or inconsistency between the terms of this Amendment and the PILOT Agreement, the terms of this Amendment shall control.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 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



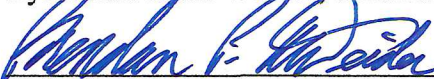
By: Brendan P. Weiden, Member

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