

PAYMENT IN LIEU OF TAXES AGREEMENT

Dated as of February 1, 2024

by and among

FRIENDSHIP VENTURES, LLC

ELLIOT MARKOWITZ

COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY

TOWN OF CLARKSTOWN

and

EAST RAMAPO CENTRAL SCHOOL DISTRICT

Affecting that Land in the Town of Clarkstown, County of Rockland, State of New York as more particularly described in Exhibit A to this Payment in Lieu of Taxes Agreement and located at 156 West Clarkstown Road, New City, New York 10956

Tax Description

50.12-1-26.2

50.08-2-20

(formerly Section 50.12; Block 1; Lot 4, Section 50.12; Block 1; Lot 26.2, Section 50.12; Block 1; Lot 3, Section 50.08; Block 2; Lot 20)

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS AGREEMENT (the “Agreement”), dated as of February 1, 2024, by and between FRIENDSHIP VENTURES, LLC, a limited liability company organized and existing under the laws of the State of New York (the “Company”), ELLIOT MARKOWITZ, individually (“Markowitz”), the TOWN OF CLARKSTOWN, New York (the “Town”), the EAST RAMAPO CENTRAL SCHOOL DISTRICT, Spring Valley, New York (the “School District”), and the COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY, a New York public benefit corporation (the “Agency”).

W I T N E S S E T H

WHEREAS, the New York State Industrial Development Agency Act, constituting Title I of Article 18-A of the General Municipal Law of the State of New York, as amended (the “Enabling Act”), authorizes and provides for the creation of industrial development agencies in the several counties, cities, villages and towns in the State of New York and empowers such agencies to acquire, construct, reconstruct, lease, improve, maintain, equip and furnish one or more projects to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial and research facilities and thereby advance the job opportunities, general prosperity and economic welfare of the people of the State of New York (the “State”) and to improve their prosperity and standard of living; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act and Chapter 564 of the 1980 Laws of New York, as amended (together with the Enabling Act, hereinafter referred to as the “Act”) the Agency, which has been created and established pursuant thereto for the benefit of Rockland County (the “County”), proposes to undertake providing financial assistance for the project described below; and

WHEREAS, the Company submitted an Application for Financial Assistance (the “Application”) to the Agency for financial assistance with respect to the proposed project consisting of the acquisition of property located at 156 West Clarkstown Road, all in the Town of Clarkstown, Rockland County, New York (the “Premises”), the construction and equipping of an Adult Care Facility with Assisted Living Program beds (ACF/ALP) to provide room and board, food services, personal care services, housekeeping and other services allowed within an ACF/ALP to adults who require assistance, focusing on low-income adults who do not have private funds to pay for these services, to be located at the Premises (all of the foregoing being collectively referred to as the “Project”), all to be located in the Town of Clarkstown; and

WHEREAS, the Agency adopted a resolution on August 26, 2021, inducing the Project to proceed and acknowledging its intent to provide financial assistance for the Project; and

WHEREAS, on September 10, 2021, the Agency published in *The Journal News* a notice of a public hearing for the Project to be held on September 20, 2021, which public hearing was duly held; and

WHEREAS, the Agency adopted a resolution on September 23, 2021, approving, among other things, financial assistance for the Project in the form of payments in lieu of taxes, in such amounts as shall be approved by the affected taxing jurisdictions; and

WHEREAS, the Premises is owned by the Company and leased to the Agency pursuant to a Company Lease Agreement, dated as of January 1, 2022 (the "Company Lease"), and

WHEREAS, pursuant to a Lease Agreement, dated as of January 1, 2022 (the "Lease Agreement"), the Agency subleased its interests in the Premises to the Company; and

WHEREAS, the Company subleased the Premises to Elliot Markowitz, d/b/a L'Dor Adult Home pursuant to an Operating Sublease Agreement, dated as of January 1, 2022 (the "Construction Period Operating Sublease"); and

WHEREAS, the Company subleased the Premises to Elliot Markowitz ("Markowitz"), d/b/a L'Dor Assisted Living pursuant to an Operating Sublease Agreement, dated as of January 1, 2022 (the "Operating Period Sublease", collectively with the Construction Period Operating Sublease, the "Operating Sublease"); and

WHEREAS, pursuant to Section 874(1) of the Act and Section 412-a of the Real Property Tax Law, the Agency is exempt from the payment of taxes and assessments imposed on real property and improvements acquired by it or under its jurisdiction or control or supervision; and

WHEREAS, pursuant to Section 925-1 of the Act, projects promoted, developed and assisted by the Agency shall be liable for, in lieu of real property taxes and school taxes, payment of a sum equal to the full amount thereof, or such lesser amount as agreed to among the Town and the School District ("PILOT Payments"); and

WHEREAS, Section 952-1 of the Act further requires that beneficiaries of financial assistance for projects of the Agency subject to payments in lieu of real property taxes and school taxes agree to make such payments to the Agency or the appropriate taxing jurisdictions; and

WHEREAS, the Agency has determined that it is both necessary and desirable that this Agreement be entered into as provided for in connection with the straight lease transaction concurrently or previously entered into with respect to the Project (the "Straight Lease Transaction").

NOW, THEREFORE, in consideration of the foregoing and the actions to be taken by the Agency, the Company and Markowitz with respect to the Project, the Company, Markowitz, the Town, the School District and the Agency hereby agree as follows:

1. The Company and Markowitz each hereby covenant and agree to pay, on a joint and several basis, so long as the Agency is the lessee of the Project pursuant to the Company Lease, PILOT Payments to the County, the Town and the School District and to any other taxing entity on whose behalf any of the foregoing may levy and collect real property taxes, including fire districts, special benefit districts, and any other districts now or hereinafter created, as they

now pay or would pay in accordance with the Real Property Tax Law, except as expressly modified by this Agreement.

2. Prior to and after the PILOT Period (defined herein), the Project is to be assessed in the same manner as other similar properties in the Town, by the Town Assessor for the Town (the "Town Assessor") and/or for the School District and/or for the County in accordance with the applicable provisions of the Real Property Tax Law of the State of New York. Such assessment will or may appear upon the tax rolls under the category "Exempt Properties".

3. The Company and Markowitz each acknowledges, agrees and accepts the present assessed valuation of the Premises constituting part of the Project and shall not commence any legal proceedings whether by tax certiorari or otherwise to alter the assessed valuation of the Premises so long as the assessed valuation does not change, using as a basis the 2023 assessed value of the Premises pursuant to the provisions of Article 19 of the Real Property Tax Law for the Premises as published in the assessment roll of the Town. For the purposes of this paragraph, a change in assessed valuation as a consequence of a Town or County-wide revaluation shall not be considered a change in the assessed valuation as long as the assessed valuation of the subject property does not increase relative to the total non-homestead taxable assessment base in the Town.

4. The Company and Markowitz each acknowledges and agrees that pursuant to applicable law the Premises will remain on the tax rolls until the March 1, 2024 taxable status date, and the PILOT Benefits authorized and granted hereunder shall commence with the School Tax Year beginning September 1, 2024 and with the Town and County Tax Year beginning January 1, 2025. Until such time taxes (and not PILOT Payments) shall be due and payable with respect to the School District, Town and County, as applicable, in accordance with paragraph 3 above.

5. The Company and Markowitz each agree to pay, on a joint and several basis, all amounts due hereunder in the same manner and within the same time periods as is applicable to other taxpayers in the County, the Town and the School District subject to real property taxes and school taxes, which is currently thirty (30) days after the date such taxes are due. The Town and the School District shall notify or cause each of the Company and Markowitz to receive notice from each thereof and from the County or from any one thereof acting on behalf of any of the others of the amount of any payment due. In the event the Company and Markowitz shall fail to make any PILOT Payments within the time period required and/or special district charges, the amount or amounts so in default shall continue as an obligation of the Company and Markowitz, jointly and severally, until fully paid and the Company and Markowitz agree to pay the same, on a joint and several basis, to the affected taxing jurisdiction or its designee, as the case may be. PILOT Payments which are delinquent under this Agreement shall be subject to a late payment penalty and shall bear interest, at the rates set forth in Section 874(5) of the General Municipal Law of the State of New York.

Notwithstanding any other provision of this Agreement, the Company and Markowitz acknowledge and agree that the County is not a party to this Agreement but retains full rights to enforce this Agreement with respect to notice and collection/payment purposes as well as indemnities. The Company and Markowitz agree to pay the full amount of the County tax which

the Company and Markowitz would have paid if the Agency were not involved in the Project. The Company and Markowitz further agree that if the County PILOT payment is not paid when due, it shall be subject to a late payment penalty and shall bear interest in accordance with the provisions of the preceding paragraph of this Agreement.

6. The Company and Markowitz each agree to make PILOT Payments for each applicable tax fiscal year for the period commencing with the applicable tax fiscal year (each a "Tax Year") immediately following the third taxable status date the Agency is the Lessee of record of the Premises (which date will be March 1, 2024, and is referred to as the "Taxable Status Date") determined pursuant to the provisions of the Real Property Tax Law (the "PILOT Commencement Date") expiring on the PILOT Termination Date (as hereinafter defined) in the amounts and manner as set forth herein. The period beginning on the PILOT Commencement Date and ending on the PILOT Termination Date is hereinafter referred to as the "PILOT Period". The PILOT Commencement Date with respect to the School District shall be September 1, 2024. The PILOT Commencement Date with respect to the Town and County shall be January 1, 2025. The PILOT Period, with respect to each taxing jurisdiction shall be the period beginning on the applicable PILOT Commencement Date and ending on the fifteenth (15th) anniversary thereof.

7. PILOT Payments Generally. During the PILOT Period, the Company and Markowitz shall be obligated to make PILOT Payments, on a joint and several basis, in the amounts determined pursuant to and on the dates set forth in this Section.

(a) Determination of Assessed Value of Project

(1) During Tax Years one (1) through fifteen (15) during the PILOT Term, for purposes of this Agreement the assessed value of the Project for purposes of calculating PILOT Payments due with respect to the Town and the School District, but not for the County, shall be deemed to be the amount determined in accordance with the table set forth below. Assessment Values are applied to yearly tax rates to determine the tax burden. Note that for each Tax Year, the Assessment Year affects the September School District tax bill for the same year, and the January Town and County tax bill for the following year.

(2) For purposes of determining County PILOT Payments, the Assessment Value is to be determined in the same manner as other similar properties in the Town, by the Town Assessor for the Town (the "Town Assessor") and/or for the School District and/or for the County in accordance with the applicable provisions of the Real Property Tax Law of the State of New York. Such assessment will or may appear upon the tax rolls under the category "Exempt Properties".

<u>Tax Year During PILOT Period</u>	<u>Deemed Assessed Value For Purposes of Calculating Town and School District PILOT Payments</u>	<u>Deemed Assessed Value For Purposes of Calculating County PILOT Payments</u>
1	\$299,444	(1)
2	299,444	(1)
3	299,444	(1)
4	548,980	(1)
5	548,980	(1)
6	665,430	(1)
7	665,430	(1)
8	665,430	(1)
9	665,430	(1)
10	665,430	(1)
11	831,788	(1)
12	1,164,503	(1)
13	1,497,218	(1)
14	1,580,396	(1)
15	1,663,575	(1)

(1) Determined in accordance with paragraph (2) above.

Determination of PILOT Payments Due

PILOT Payments payable by the Company and Markowitz collectively, without duplication, in any Tax Year pursuant to this Agreement shall be determined by multiplying the tax rate for the then current tax levy by the Deemed Assessed Value of the Premises (as determined by the table above). PILOT Payments allocable to the County, Town and School District shall be calculated separately.

If the scope of the renovations and improvements to the Premises is materially greater than that set forth in the Application for Financial Assistance, the Deemed Assessed Value set forth above shall be recalculated by the Town Assessor pro rata with the increase in the scope and cost of the renovations and improvements.

8. Security For PILOT Payments.

(a) Requirements. (i) On or prior to March 1, 2024, the Company and Markowitz shall provide to the Town a bank check payable to the Town in the amount of \$225,000.00 to provide security for the obligations hereunder. Such bank check shall be deposited into the Town’s trust and agency account and held in escrow by the Town for a three month period of time. Said \$225,000.00 shall be returned to the Company and Markowitz not later than June 1, 2024.

(ii) On or prior to June 1, 2024, the Company and Markowitz shall provide security for the obligations hereunder by delivering an irrevocable evergreen standby letter of credit (the "Letter of Credit") in the stated amount of \$225,000.00 in substantially the form attached hereto as Exhibit B which shall be issued by a commercial bank (the "Bank") reasonably acceptable to the Town Attorney. The Letter of Credit shall be for a term of at least one year and shall be continuously renewed, extended or replaced so that it remains in effect until the earlier to occur of (i) all PILOT Payments due or to become due pursuant to this Agreement shall have been paid in full and (ii) January 1, 2039. The Letter of Credit shall, upon each draw by the Town Comptroller thereon, be replenished to the required stated amount on or prior to the Tax Year following the Tax Year during which the draw occurred. The Letter of Credit shall serve as security for the performance of the Company's and Markowitz's obligations hereunder. Upon the delivery of any new Letter of Credit by the Company and Markowitz pursuant to this Section, the Town Comptroller shall return to the previously delivered Letter of Credit. Failure to deliver a Letter of Credit to the Town by June 1, 2024 or to thereafter maintain the Letter of Credit or to replenish the Letter of Credit following a draw shall be a default under this Agreement.

(b) Drawings for Non-Renewal. The Town Comptroller shall have the unconditional right to immediately draw upon the Letter of Credit for the full stated amount in the event that any required renewal, extension or replacement of the Letter of Credit is not made earlier than the date which is 30 days prior to its expiration date. The proceeds of any such drawing shall be held by the Town as cash collateral to secure the performance of the Payments in Lieu of Taxes pursuant to Sections 6 and 7 of this Agreement and, in the event of a material breach of this Agreement following any such drawing, may be retained by the Town as payment or partial payment of damages resulting therefrom.

9. For the purposes of this Agreement, the applicable tax fiscal year for the School District tax shall be September 1 through August 31, the applicable tax fiscal year for the County and Town taxes shall be the calendar year (January 1 through December 31). All PILOT Payments shall be applied, apportioned and prorated as if paid in annual installments in advance in the same manner as real property taxes are paid for in connection with similar properties in the County, Town and School District.

10. For the purposes of this Agreement, the term PILOT Termination Date shall mean the earlier of (i) the occurrence of an Event of Default (as hereinafter defined) after the expiration of any applicable cure period or (ii) the fifteenth (15th) anniversary of the PILOT Commencement Date, or (iii) the date the Lease Agreement terminates.

11. For the purposes of this Agreement, any one or more of the following events shall constitute an "Event of Default" hereunder, entitling the Agency to terminate this Agreement:

(a) Failure of the Company or Markowitz to make any PILOT payments or any other payments required hereunder as and when due pursuant to this Agreement, following notice and failure to cure within thirty days; or

(b) Failure of the Company and Markowitz to comply with any other terms and conditions of this Agreement, following notice and failure to cure within thirty days; or

(c) An event of default under the Lease Agreement or failure to comply with any other agreement executed by the Company or Markowitz in connection with the Straight Lease Transaction, following notice and failure to cure within thirty days; or

(d) Failure to deliver Letter of Credit by June 1, 2024, as described in Section 8(a)(ii) hereof.

12. The Company and Markowitz, on a joint and several basis, shall also be obligated to make payments to the Receiver of Taxes or other applicable collector of taxes or assessments in respect of assessments for local improvements and any and all special and/or benefits assessments from the date the Premises becomes listed as exempt property of record as required by the affected taxing jurisdiction or special district. Nothing contained herein shall exempt the Company and Markowitz from paying all fire district taxes, special district benefits assessments or user charges, including sewer and water rents relating to the Project, solid waste charges, and other assessments or fees imposed on the Premises or which may subsequently be imposed on the Premises in the future.

13. It is agreed that the Company and Markowitz shall each receive notice in advance in the same manner as any other taxpayer for any change in assessment and shall be entitled to protest administratively and judicially, any change in assessment or any other matter relating to the Premises as if the taxes were levied against the Company and Markowitz as a property owner not exempt from taxation, subject, however, to the provisions of Paragraph 3. The Company and Markowitz shall in all other respects have the same administrative and legal rights and remedies with respect to the amounts it/they hereby obligate themselves to pay in lieu of taxes, including judicial appeal thereof, as if it/they were a property owner not exempt from taxation. The Agency shall join in any proceeding for obtaining relief under this paragraph to the extent that the Agency's consent is required for the Company and Markowitz to undertake such procedure provided, however, that the Company and Markowitz collectively, without duplication, shall continue to make PILOT Payments required hereunder.

14. The benefits and obligations of the Company and Markowitz under this Agreement shall not be assigned without the written consent of the Town, School District and the Agency; provided that this Section does not preclude the Operating Sublease which will include, as rent payments, amounts due and payable under this Agreement.

15. In the event any part of the Agency's interest in the Project is transferred from the Agency to another entity, the provisions of New York State Real Property Tax Law §520 shall apply.

16. It is understood and agreed by the parties to this Agreement that the Agency, Town and School District are entering into this Agreement in order to provide financial assistance to the Company and Markowitz for the Project and to accomplish the public purposes of the Act. In consideration therefor, the Company and Markowitz hereby agree, on a joint and

several basis, that if there shall occur a Recapture Event (as defined below) prior to the expiration of the PILOT Period, the Company and Markowitz shall pay to the Tax Assessor, as a joint and several obligation as a return of public benefits conferred by the Agency as follows:

- (1) one hundred percent (100%) of the Benefits if the Recapture Event occurs during the 1st through 4th year of the PILOT Period;
- (2) eighty percent (80%) of the Benefits if the Recapture Event occurs during the 5th or 6th year after the Commencement Date of the PILOT Period;
- (3) sixty percent (60%) of the Benefits if the Recapture Event occurs during the 7th or 8th year of the PILOT Period; and
- (4) forty percent (40%) of the Benefits if the Recapture Event occurs during the 9th or 10th year of the PILOT Period.
- (5) twenty percent (20%) of the Benefits if the Recapture Event occurs during the 11th through 15th year of the PILOT Period.

The Town Comptroller shall then allocate and pay to the County, Town and School District their respective share of the Benefits when received.

The term "Benefits" shall mean all real estate tax benefits which have accrued to the benefit of the Company and Markowitz during such time as the Agency was a lessee of the Project by reason of the Agency's participation in the Project, such tax benefits to be computed by subtracting the PILOT Payments and any other assessments or payments paid by the Company and Markowitz hereunder from those payments which the Company and Markowitz would have been required to pay if the Company and Markowitz had been the owner of the Project with no Agency participation.

The term "Recapture Event" shall mean any of the following events:

- (a) the Company and Markowitz shall have liquidated its operations and/or assets (absent a showing of extreme hardship) as determined by the Agency in its reasonable discretion;
- (b) the Company and Markowitz shall have ceased all or substantially all of its operations at the Premises (whether by relocation to another facility, or otherwise or whether to another location, either within or outside of the County);
- (c) the Company and Markowitz shall have transferred all or substantially all of its employees working at the Project to a location outside of the County;
- (d) the Company and Markowitz shall have effected a substantial change in the scope and the nature of the operations of either of them at the Premises, as determined by the Agency in its sole discretion;

(c) the Company shall have subleased all or any portion of the Premises without the prior written consent of the Agency, except in connection with the Operating Sublease;

(f) Markowitz shall have sub-subleased all or any portion of its interest in the Premises;

(g) the Company and Markowitz shall have sold, leased, transferred or otherwise disposed of all or substantially all of its interest in the Premises, except in connection with a transfer or other disposition to any corporation or other entity into or with which the Company and Markowitz may be merged or consolidated or to any corporation or other entity which shall be an affiliate, subsidiary, parent or successor of the Company and Markowitz;

(h) the Company shall have defaulted under the terms of the Lease Agreement or under any document executed by the Company in connection with the Straight Lease Transaction;

(i) the Company shall have exercised its rights to terminate the Lease Agreement pursuant to Section 8.1 thereof;

(j) the Operating Sublease shall have terminated; or

(k) a default shall have occurred under this Agreement.

For purposes of subparagraph (g), an affiliate, subsidiary or parent shall mean any corporation or other entity which, directly or indirectly, controls or is controlled by or is under common control with the Company and Markowitz, as applicable. A successor of the Company and Markowitz, as applicable, shall mean (i) a corporation or other entity into which or with which the Company and Markowitz, as applicable, its corporate successors or assigns, is merged or consolidated, provided that by operation of law or by effective provisions contained in the instruments of merger or consolidation, the liabilities of the entities participating in such merger or consolidation are assumed by the entities surviving such merger or created by such consolidation, or (ii) a corporation or other entity which acquires all or substantially all of the property and assets of the Company and Markowitz, as applicable and assumes all the obligations and liabilities of the Company and Markowitz, as applicable.

Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a direct, immediate result of (i) a taking or condemnation by governmental authority of all or substantially all of the Premises, or (ii) the inability at law of the Company and Markowitz to rebuild, repair, restore or replace the Premises after the occurrence of a Loss Event (as that term is defined in the "Lease Agreement") to substantially the same condition prior to such Loss Event, which inability shall have arisen in good faith through no fault on the part of the Company and Markowitz.

The Company and Markowitz each covenants and agrees to furnish the Agency with written notification upon any Recapture Event or disposition of the Premises or any portion thereof, which notification shall set forth the terms of such Recapture Event and/or disposition.

The provisions of this Paragraph 16 shall survive the termination of this Agreement for any reason whatsoever, notwithstanding any provision of this Agreement to the contrary.

17. The Company and Markowitz each specifically understands and agrees that the benefits provided in this Agreement apply to the Project. Any additional construction by the Company and Markowitz upon the Premises shall not be entitled to the benefits of this Agreement and upon the happening of such event without the prior written consent of the Agency, School District, Town and the County, the additional construction on the Premises shall no longer be entitled to the benefits provided in Paragraph 7 of this Agreement and the Company and Markowitz shall thereafter, on a joint and several basis, make PILOT Payments relating to the additional construction in the manner and amounts as provided for in Paragraph 1 of this Agreement.

18. The County, Town and School District will provide all services to the Project which they would provide if the Project were subject to the payment of full taxes and all assessments and not exempt from any thereof.

19. Obligations arising out of this Agreement are solely the responsibility of the Company and Markowitz, jointly and severally, and not the Agency and are payable out of receipts, funds or other monies of the Company and Markowitz.

20. The Company and Markowitz shall each at all times protect and hold the Agency, the County, the Town and the School District, and any director, member, officer, employee, servant or agent thereof and persons under the control or supervision of the Agency, the County, the Town and the School District (collectively, the "Indemnified Parties" and each "Indemnified Party") harmless of, from and against any and all claims (whether in tort, contract or otherwise), demands, expenses and liabilities for losses, damage, injury and liability of every kind and nature and however caused, and taxes (of any kind and by whomsoever imposed), other than, with respect to each Indemnified Party, losses arising from the gross negligence or willful misconduct of such Indemnified Party, resulting from, arising out of, or in any way connected with the execution and delivery by the Indemnified Party or the Company and Markowitz, or performance by the Indemnified Party or the Company and Markowitz of any of its duties and obligations under this Agreement, or the enforcement of any of the terms hereof or the transactions contemplated hereby.

(a) The Company and Markowitz, on a joint and several basis, agree to indemnify and hold the Indemnified Parties harmless against any expense, loss, damage, injury or liability incurred because of any lawsuit commenced as a result of action taken by any Indemnified Party with respect to any of the matters set forth in this Agreement, including enforcement of any of the provisions of this Agreement.

21. This Agreement may not be modified, amended, supplanted or changed without the written consent of each of the parties hereto.

22. This Agreement may be executed by one or more parties in two or more counterparts each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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

- (a) if to the Agency, to:
County of Rockland Industrial Development Agency
254 South Main Street, Suite 410
New City, New York 10956
Attn: Executive Director

with a copy to the Executive Director of the Agency at the same address,

- (b) if to the Town, to:
Town of Clarkstown
10 Maple Avenue
New City, New York 10956
Attn: Supervisor
- (c) if to the School District to:
East Ramapo Central School District
105 Madison Avenue
Spring Valley, New York 10977
Attention: Superintendent
- (d) if to the County, to:
County Office Building
11 New Hempstead Road, New City, New York 10956
Attention: County Executive.
- (e) If to the Town Assessor, to:
Town of Clarkstown
10 Maple Avenue
New City, New York 10956
Attn: Town Assessor
- (f) If to the Town Attorney, to:
Town of Clarkstown
10 Maple Avenue
New City, New York 10956
Attn: Paul Schofield, Deputy Town Attorney

The Agency, the County, the Town, the School District, the Town Assessor, the Company and Markowitz may, by like notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice, certificate or other communication hereunder shall, except as may expressly be provided herein, be deemed to have been delivered or given (i) five (5) Business Days following posting if transmitted by mail, (ii) one (1) Business Day following sending if transmitted by a nationally

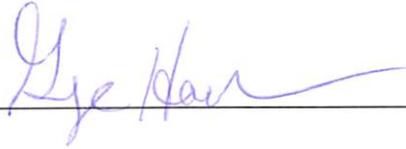
recognized overnight delivery service, or (iii) upon delivery if given by hand delivery; provided that refusal by an Authorized Representative of the intended recipient party to accept delivery of a notice given as prescribed above shall constitute delivery hereunder. Notices may also be given in compliance with this Agreement by telecopy, provided that the recipient party consents to the use of telecopy transmissions for giving of notices hereunder and receipt of any such telecopy transmission is confirmed by the transmitting party.

24. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard or giving effect to the principles of conflicts of law thereof.

25. The parties do hereby expressly waive all rights to trial by jury on any cause of action directly or indirectly involving the terms, covenants or conditions of this Agreement or any matters whatsoever arising out of, or in any way connected, with this Agreement and the venue for any such action shall be the Supreme Court of the State of New York, County of Rockland.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

TOWN OF CLARKSTOWN

By: 

EAST RAMAPO CENTRAL SCHOOL DISTRICT

By: _____

FRIENDSHIP VENTURES, LLC

By: _____
Jacob Reckess,
Managing Member

ELLIOT MARKOWITZ, Individually

By: _____
Elliot Markowitz, Individually

COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Steve Porath
Executive Director

STATE OF NEW YORK)
 : ss.:
COUNTY OF ROCKLAND)

On the ____ day of _____ in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared STEVEN PORATH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF ROCKLAND)

On the 27th day of February in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared George Hochmann personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF ROCKLAND)

KATHLEEN HOULAHAN
Notary Public, State of New York
No. 02HO6391573
Qualified in Rockland County
Commission Expires May 13, 2027

On the ____ day of _____ in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

TOWN OF CLARKSTOWN

By: _____

EAST RAMAPO CENTRAL SCHOOL
DISTRICT

By: Clarence G. Ellis, Ed.D.

Dr. Clarence G. Ellis, Superintendent of Schools

FRIENDSHIP VENTURES, LLC

By: _____
Jacob Reckess,
Managing Member

ELLIOT MARKOWITZ, Individually

By: Elliot Markowitz, Individually

COUNTY OF ROCKLAND INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Steve Porath
Executive Director

STATE OF NEW YORK)
 : ss.:
COUNTY OF ROCKLAND)

On the 15th day of February in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared Dr. Clarence Ellis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

Kathleen D. Kivi
Notary Public, State of New York
Reg. No. 01KI6433038
Qualified in Rockland County
Commission Expires May 9, 20 26

STATE OF NEW YORK)
 : ss.:
COUNTY OF ROCKLAND)

On the ___ day of _____ in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared Steven Porath, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF ROCKLAND)

On the ___ day of _____ in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared John Noto, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

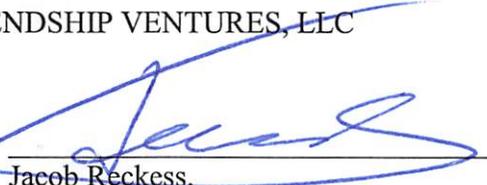
TOWN OF CLARKSTOWN

By: _____

EAST RAMAPO CENTRAL SCHOOL
DISTRICT

By: _____

FRIENDSHIP VENTURES, LLC

By: 

Jacob Reckess,
Managing Member

ELLIOT MARKOWITZ, Individually

By:
Elliot Markowitz, Individually

COUNTY OF ROCKLAND INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Steve Porath
Executive Director

STATE OF NEW YORK)
 : ss.:
COUNTY OF ROCKLAND)

On the ___ day of _____ in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared STEVEN PORATH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF ~~ROCKLAND~~ ^{Dutchess})

On the 27th day of February in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared Jacob Rates, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

BETH L. ZACCHEO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ZA4812289
Qualified in Ulster County
Commission Expires 12/20/2025

Beth L. Zaccaro
Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF ROCKLAND)

On the ___ day of _____ in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

TOWN OF CLARKSTOWN

By: _____

EAST RAMAPO CENTRAL SCHOOL
DISTRICT

By: _____

FRIENDSHIP VENTURES, LLC

By: _____

Jacob Reckess,
Managing Member

ELLIOT MARKOWITZ, Individually

By: ~~Elliot Markowitz, Individually~~



COUNTY OF ROCKLAND INDUSTRIAL
DEVELOPMENT AGENCY

By: _____

Steve Porath
Executive Director

STATE OF NEW YORK)
 : ss.:
COUNTY OF ROCKLAND)

On the ____ day of _____ in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared STEVEN PORATH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF ROCKLAND)

On the ____ day of _____ in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF ROCKLAND)

On the 28th day of Feb in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared Elliot M. Mar. 12, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

IRMA M LEMA
Notary Public - State of New York
NO. 01LE002968
Qualified in Rockland County
My Commission Expires Mar 20, 2027

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

TOWN OF CLARKSTOWN

By: _____

EAST RAMAPO CENTRAL SCHOOL
DISTRICT

By: _____

FRIENDSHIP VENTURES, LLC

By: _____

Jacob Reckess,
Managing Member

ELLIOT MARKOWITZ, Individually

By: Elliot Markowitz, Individually

COUNTY OF ROCKLAND INDUSTRIAL
DEVELOPMENT AGENCY

By: _____

Steve Porath
Executive Director

STATE OF NEW YORK)
 : ss.:
COUNTY OF ROCKLAND)

On the ___ day of _____ in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared STEVEN PORATH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF ROCKLAND)

On the ___ day of _____ in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF ROCKLAND)

On the 26th day of February in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared Steven Porath personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



[Signature]

Notary Public

EXHIBIT A
DESCRIPTION OF PROPERTY

EXHIBIT B
FORM OF LETTER OF CREDIT

[Date]

Town Assessor
Town of Clarkstown
10 Maple Avenue
New City, New York 10956

Dear

1. At the request and for the account of the Friendship Ventures, LLC and Elliot Markowitz (the "Account Parties"), we hereby establish in your favor, our irrevocable Letter of Credit No. _____ (the "Letter of Credit") in the initial amount or U.S. \$ _____ (the "Stated Amount"), effective immediately and expiring at the close of business ([Insert Name of Location of Bank] time) on _____, _____ (the "Stated Termination Date"). All drawings under this Letter of Credit shall be paid with our own funds.

2. This Letter of Credit is automatically renewable without amendment for an additional one (1) year period from the Stated Termination Date, or any future Stated Termination Date, unless at least sixty (60) days prior to any Stated Termination Date we notify you, by certified mail or courier service, that we elect not to consider this Letter of Credit renewed for any such additional period.

3. We hereby irrevocably authorize you to draw on us, in an aggregate amount not to exceed the Stated Amount and in accordance with the terms and conditions, in one or more drawings by one or more of your drafts in the form of Annex A attached hereto, payable at sight by you or your authorized agent or attorney (your "Representative") on a Business Day (as hereinafter defined), and accompanied by your written and completed certificate in substantially the form of Annex B attached hereto (any such draft accompanied by such certificate being your "Drawing Certificate"), an aggregate amount not exceeding the Stated Amount, representing amounts payable to you by the Account Parties under a Payment In Lieu of Taxes Agreement, dated as of February 1, 2024, among the Account Parties, the County of Rockland Industrial Development Agency, the Town of Clarkstown, the East Ramapo Central School District and the County of Rockland (the "PILOT Agreement").

4. Each Drawing Certificate drawn under this Letter of Credit must be dated the date of presentation and bear on its face the clause "Drawn under [Insert Name of Bank] Irrevocable Letter of Credit No. _____."

5. Funds under this Letter of Credit shall be available to you against receipt by us of your Drawing Certificate. Presentation of any such Drawing Certificate by you or your Representative shall be made at our office located at:

[Bank Name and Address]

Attention: Letter of Credit Department
Telephone no. _____
Telecopy no. _____

Demand for payment hereunder may also be made in the form of a facsimile transmission of the appropriate Drawing Certificate hereunder to the address and telecopy number shown above. You must confirm receipt of each telecopied Drawing Certificate by telephoning the number shown above. Only upon such confirmation shall the demand under such Drawing Certificate be made. As used herein, the term "Business Day" means any day, other than a Saturday or Sunday or other day on which we at our aforesaid office are authorized or required by law or executive order to close.

6. In the case of a presentation of a Drawing Certificate hereunder, if such Drawing Certificate is presented hereunder by sight or facsimile transmission as permitted hereunder, by 11:00 a.m. ([Insert Name of Location of Bank] time), on a Business Day, and provided that such Drawing Certificate strictly conforms to the terms and conditions hereof, payment shall be made to you, or to your designee, of the amount specified, in immediately available funds, not later than 3:00 p.m. ([Insert Name of Location of Bank] time) on the same day or such later Business Day as you may specify. If a Drawing Certificate is presented by you or your Representative hereunder after the time specified hereinabove, on a Business Day, and provided that such Drawing Certificate strictly conforms to the terms and conditions hereof, payment shall be made to you, or to your designee, of the amount specified, in immediately available funds, not later than 1:00 p.m. ([Insert Name of Location of Bank] time), on the next Business Day thereafter or on such later Business Day as you may specify. If requested by you, payment under this Letter of Credit may be made by wire transfer of Federal Reserve Bank of New York funds to your or your designee's account in a bank on the Federal Reserve wire system or by deposit of immediately available funds into an account that you or your designee maintains with us.

7. Upon honoring any Drawing Certificate presented by you or your Representative hereunder, the Stated Amount and the amount available to be drawn hereunder by you by any subsequent Drawing Certificate shall be automatically and permanently decreased by the amount stated in each drawing hereunder, unless we in our sole discretion notify you that this Letter of Credit has been reinstated to the original Stated Amount.

8. Only you or your Representative may make a drawing under this Letter of Credit. Upon any payment to you, your designee, your or your designee's account, of the amount demanded hereunder, we shall be fully discharged of our obligation under this Letter of Credit with respect to such demand for payment, and we shall not thereafter be obligated to make further payments under this Letter of Credit with respect to that payment to you.

9. Except as set forth in the next paragraph and the certificates referred to herein, this Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement, except as set forth in the next paragraph and for the certificates referred to herein.

10. This Letter of Credit is to be construed in accordance with the International Standby Practices 1998, International Chamber of Commerce Publication 590 (the "ISP98"), and any subsequent revisions thereto, as interpreted by the laws of the State of New York.

Very truly yours,

[Name of Bank]

Signature: _____

Printed Name: _____

Title: _____
(Authorized Officer)