

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (hereinafter, the "Agreement"), made as of March 9, 2017 by and between the BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, with offices at 60 Hawley Street, P.O. Box 1510, Binghamton, New York 13902 (the "Agency"), and 50 FRONT STREET ASSOCIATES, LLC, a limited liability company duly organized, validly existing under the laws of the State of New York, with offices at 300 Plaza Drive, P.O. Box 678, Vestal, New York 13851 (the "Company.")

W I T N E S S E T H:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York. Pursuant to and in connection with the provisions of the Enabling Act, Chapter 564 of the 1970 Laws of the State of New York, as amended by Chapter 402 of the 1987 Laws of the State of New York, constituting Section 895-a of said General Municipal Law (collectively referred to as the "Act") created the Agency which is empowered under the Act to undertake the providing, financing and leasing of the project described below.

WHEREAS, the Company has submitted an application (the "Application") to the Agency requesting the Agency's assistance with respect to a certain project (the "Project") consisting of a mixed-use residential and commercial building; and

WHEREAS, by Resolution, adopted on December 21, 2016 (the "Resolution"), the Agency has conferred on the Company in connection with the Project certain benefits, exemptions and other financial assistance consisting of: (a) an exemption benefit of any or all New York State and local sales and use taxes for purchases and rentals related to the Project with respect to the qualifying personal property included in or incorporated into the Project or used in the acquisition, construction and equipping of the Project, (b) an exemption benefit from mortgage tax, and (c) a partial abatement from real property taxes through a thirty (30) year "payment in lieu of tax agreement" deviating from the Agency's Uniform Tax Exemption Policy with the Company for the benefit of each municipality and school district having taxing jurisdiction over the Project, (the sales and use tax exemption benefit, the mortgage tax exemption, and the partial abatement from real property tax benefits, are hereinafter collectively referred to as the "Financial Assistance"); and

WHEREAS, it has been estimated and confirmed by the Company as included within its Application for Financial Assistance that the purchase of goods and services relating to the Project and subject to New York State and local sales and use taxes are estimated in an amount up to \$8,012,000.00, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency cannot exceed \$641,000.00, (ii) that the mortgage tax exemption amount is estimated to be \$269,400.00, and that real property tax abatement benefits to be provided to the

Company over the thirty (30) year benefit period of the anticipated payment-in-lieu-of tax agreement are estimated to be approximately \$18,590,762; and

WHEREAS, the Company proposes to lease the Project to the Agency pursuant to the terms of a certain Lease Agreement dated as of March 9, 2017 (the "Lease Agreement"), by and between the Company and the Agency; and

WHEREAS, the Agency proposes to lease the Project back to the Company, pursuant to the terms and conditions set forth in a certain Leaseback Agreement dated as of March 9, 2017 (the "Leaseback Agreement;") and

WHEREAS, in order to define the obligations of the Company regarding payments-in-lieu-of taxes for the Project, the Agency and the Company will enter into a Payment-in-Lieu-of-Tax Agreement, dated as of March 9, 2017 (the "PILOT Agreement,") by and between the Agency and the Company and attached hereto as Exhibit "A;" and

WHEREAS, in order to define the obligations of the Company regarding its ability to utilize the Agency's sales and use tax exemption benefit as agent of the Agency to acquire, construct and equip the Project and to undertake the Project, the Agency and the Company will enter into an agency agreement, dated as of March 9, 2017 (the "Agency Agreement;") and

WHEREAS, the Agency requires, as a condition to and as an inducement for it to enter into the transactions contemplated by the Resolution, and as more particularly described in the Lease Agreement, Leaseback Agreement, PILOT Agreement, and the Agency Agreement, that the Company provide assurances with respect to the terms and conditions herein set forth; and

WHEREAS, this Agreement sets forth the terms and conditions under which Financial Assistance shall be provided to the Company; and

WHEREAS, no Financial Assistance shall be provided to the Company prior to the effective date of this Agreement.

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. PURPOSE OF PROJECT. It is understood and agreed by the parties hereto that the purpose of the Agency's provision of Financial Assistance with respect to the Project is to, and that the Agency is entering into the Lease Agreement, Leaseback Agreement, PILOT Agreement and Agency Agreement in order to promote, develop, encourage and assist in the acquisition, construction and equipping of the Project, to advance job opportunities, health, general prosperity and economic welfare of the people of the County of Broome and the State of New York, and to otherwise accomplish the public purpose of the Act.

2. PILOT Agreement. The parties hereto understand and agreed that Exhibit "A" to this Agreement contains a copy of the PILOT Agreement, to be entered into, or entered into by and between the Company and the Agency.

3. TERMINATION, MODIFICATION AND/OR RECAPTURE OF AGENCY FINANCIAL ASSISTANCE. It is understood and agreed by the parties hereto that the Agency is entering into the Lease Agreement, the Leaseback Agreement, the PILOT Agreement, and the Agency Agreement in order to provide Financial Assistance to the Company for the Project and to accomplish the public purposes of the Act. The Company hereby makes the following representations and covenants in order to induce the Agency to proceed with the Project:

(a) In accordance with Section 875(3) of the New York General Municipal Law, the policies of the Agency, and the Resolution, the Company covenants and agrees that it may be subject to termination, modification and/or recapture of the benefits herein provided. If the Company receives, or its contractors and/or subagents receives any Financial Assistance from the Agency, and it is determined by the Agency that:

(1) the Company, its contractors and/or its subagents, if any, authorized to make purchases for the benefit of the Project, is not entitled to the sales and use tax exemption; or

(2) the sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company, its contractors, and/or its subagents, if any; or

(3) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or

(4) the Company has made a material false or misleading statement, or omitted any information which, if included, would have rendered any information in the application or supporting documentation false or misleading in any material respect, on its application for Financial Assistance; or

(5) there is a material shortfall in the job creation or job retention projections as set for in the Application. In order to accomplish the foregoing, the Company shall provide annually, to the Agency, a certified statement and documentation: i) enumerating the full time equivalent jobs retained and the full time equivalent jobs created as a result of the Financial Assistance, by category, including full time equivalent independent contractors or employees of independent contractors that work at the Project location, and (ii) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that was provided in the application for Financial Assistance is still accurate and if it is not still accurate, providing a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created. Exhibit "B" contains the form of annual

certification as so required as discussed above as well as additional Project assessment information that the Agency requires, on an annual basis, to be submitted to the Agency by the Company.

In the event of a failure of the Company to comply with the terms of Section 3(a) (1), (2), (3), (4), (5) above or the Broome County Industrial Development Agency Policy for Termination, Modification and/or Recapture of Agency Benefits as set forth in Exhibit "C" attached hereto, the Agency or one or more of the Taxing Entities may deliver written notice of such failure to the Company and any Mortgagee or Lender of record and the Company (or the Mortgagee or Lender of record), shall have sixty (60) days to cure any monetary failure and, in the event of a non-monetary failure, sixty (60) days to cure or commence to diligently proceed to cure such failure, if it cannot be reasonably cured within such sixty (60) day period subject to force majeure. Only upon the passage of such sixty (60) day period, if the Company or any Mortgagee or Lender of record has not cured such failure or default, shall the Agency or any of the Taxing Entities be entitled to the remedies described herein.

The findings made by the Agency with respect to Section 3(a)(1), (2), (3) and/or (4) and/or failure to provide the written confirmation as required by Section 3(a)(5) may potentially be determined by the Agency, in accordance with the Agency's Policy for Termination, Modification and/or Recapture of Agency Benefits or other procedure that provides for the termination, modification or recapture of Financial Assistance or for the modification of any PILOT to require increased payments. If the Agency makes a determination to recapture benefits, the Company agrees and covenants that it will (i) cooperate with the Agency in its efforts to recover or recapture any or all Financial Assistance obtained by the Company and (ii) promptly pay over any or all such amounts to the Agency that the Agency demands in connection therewith. Upon receipt of such amounts, the Agency shall then redistribute such amounts to the appropriate affected tax jurisdiction(s.) The Company further understands and agrees that, in the event that the Company fails to pay over such amounts to the Agency, the New York State Tax Commissioner may assess and determine the New York State and local sales and use tax due from the Company, together with any relevant penalties and interest due on such amounts.

(b) In accordance with the Resolution, the Company further: (i) covenants that the purchase of goods and services relating to the Project and subject to New York State and local sales and use taxes are estimated in an amount up to \$8,012,000.00, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency, subject to Section 3(a) of this Agent Agreement, cannot exceed \$641,000.00.

(c) The Company acknowledges and understands that a Recapture Event Determination made with respect to Section 3(a)(4) of this Agreement will, in addition, immediately result in the loss and forfeiture of the Company's right and ability to obtain any and all future Financial Assistance with respect to the Project.

4. SURVIVAL. All warranties, representations, and covenants made by the Company herein shall be deemed to have been relied upon by the Agency and shall survive the delivery of this Agreement to the Agency regardless of any investigation made by the Agency.

5. NOTICES. All notices, certificates and other communications under this Agreement shall be in writing and shall be deemed given when delivered personally or when sent by certified mail, postage prepaid, return receipt requested, or by Federal Express, addressed as follows or to such other address as any party may specify in writing to the other:

If to the Agency: Broome County Industrial Development Agency
60 Hawley Street
P.O. Box 1510
Binghamton, New York 13902

Attn: Executive Director

With a copy to: Joseph B. Meagher, Esq.
Thomas, Collison & Meagher
1201 Monroe Street
P.O. Box 329
Endicott, New York 13761-0329

If to the Company: 50 Front Street Associates, LLC
300 Plaza Drive
P.O. Box 678
Vestal, New York 13851

Attn: Marc Newman

With a copy to: Howard M. Rittberg, Esq.
Levene, Gouldin & Thompson, LLP
P.O. Box F-1706
Binghamton, New York 13902

6. AMENDMENTS. No amendment, change, modification, alteration or termination of this Agreement shall be made except in writing upon the written consent of the Company and the Agency.

7. SEVERABILITY. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement or the application thereof shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof

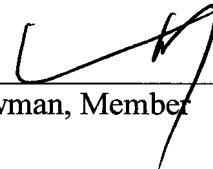
8. GOVERNING LAW. This Agreement shall be governed by, and

construed in accordance with, the laws of the State of New York, without regard or reference to its conflict of laws principles.

9. SECTION HEADINGS. The headings of the several Sections in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.

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

50 FRONT STREET ASSOCIATES. LLC
By: NEWMAN DEVELOPMENT GROUP
OF FRONT STREET, LLC, Member

By: 
Marc Newman, Member

BROOME COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

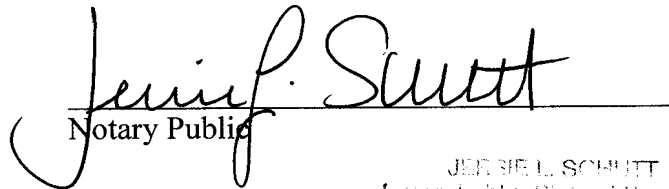
By: 
Terrence M. Kane, Chairman

STATE OF NEW YORK:

: ss.:

COUNTY OF BROOME:

On March 9, 2017, before me, the undersigned, personally appeared TERRENCE M. KANE, 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

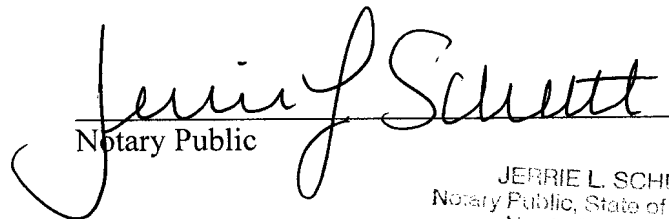
JERRIE L. SCHUTT
Notary Public, State of New York
No. 0130666-9014
Qualified in Broome County
My commission expires June 21, 2019

STATE OF NEW YORK:

: ss.:

COUNTY OF BROOME:

On March 9, 2017, before me, the undersigned, personally appeared MARC NEWMAN, 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

JERRIE L. SCHUTT
Notary Public, State of New York
No. 01306026674
Qualified in Broome County
My commission expires June 21, 2019

EXHIBIT “A”

(SEE ATTACHED PILOT AGREEMENT)

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (the “Agreement”), dated as of March 9, 2017, by and among 50 FRONT STREET ASSOCIATES, LLC, a limited liability company organized and existing under the laws of the State of New York, with an office for the transaction of business located at 300 Plaza Drive, P.O. Box 678, Vestal, New York 13851 (the “Company”), the CITY OF BINGHAMTON, a municipal corporation located within the County of Broome and the State of New York with offices at 38 Hawley Street, Binghamton, New York 13901 (the “City”), and the BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public-benefit corporation organized and existing under the laws of the State of New York, with an office for the transaction of business located at 60 Hawley Street, P.O. Box 1510, Binghamton, New York 13902 (the “Agency”), collectively, the “Parties.”

WITNESSETH:

1. The Company is currently in the process of purchasing 50 Front Street, a 3.86+/- acre parcel of property located in the City of Binghamton, County of Broome and State of New York, more particularly described as Broome County Tax Map Parcel No.: 160.48-1-16 (the “Premises”) from the Broome County Land Bank Corporation. Upon closing thereof, the Company intends to construct a five story mixed-use building to include 122 market-rate apartments, 10,000+/- square feet of office/commercial space, and an under-building parking garage (collectively, the “Facility”) to be located on the Premises. The Land and the Facility are hereinafter collectively referred to as the “Project.”

2. The Agency was created as a public benefit corporation pursuant to and for the purposes specified in Title 1 of Article 18-A of the General Municipal Law.

3. The Company has agreed to lease the Project to the Agency and has agreed to construct and operate the Project thereon.

4. The Agency will lease the Project to the Company for a thirty (30) year term from March 9, 2017 through December 31, 2046.

5. In that the Agency is exempt from the payment of real estate taxes and certain assessments imposed upon real property, the Company has agreed that, notwithstanding such exemption, the Company will nevertheless make payments to the City, the Binghamton City School District (the "School"), and the County of Broome (the "County") (collectively, the "Taxing Entities") during the term of the lease in lieu of general tax levies as provided herein.

6. The Parties to this Agreement acknowledge and agree that the Taxing Entities, although not all parties to this Agreement, are third party beneficiaries to this Agreement; having all the rights thereunder; including the ability and rights under law and under contract to enforce this Agreement. The Parties to this Agreement also acknowledge and agree that the Taxing Entities, collectively and individually, have all the rights and remedies available to them under New York State Law to enforce this Agreement; including but not limited to conversion of a delinquent PILOT payment to unpaid taxes; filing of a tax levy and tax lien; and collection of unpaid taxes using various methods under New York State Law.

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed as follows:

SECTION 1. TAX-EXEMPT STATUS OF THE PROJECT

A. General Assessment of the Project: Pursuant to General Municipal Law §874 and Real Property Tax Law §412-a, the Parties hereto understand that, upon the Company leasing the Project to the Agency in 2017, and provided the Project continues to be leased by the

Agency, the Project shall be assessed by the Taxing Entities as exempt upon the assessment rolls of the respective Taxing Entities for the term as provided below.

B. Water and Sewer charges and Special Assessments: The Parties hereto understand that the tax exemption extended to the Agency by General Municipal Law §874 and Real Property Tax Law §412-a does not entitle the Agency to exemption from water and sewer charges, fire district charges, if any, or special assessments and special ad valorem levies. Commencing on the date hereof and continuing during the term of the lease, the Company will be required to pay all water and sewer charges, fire district charges, if any, special assessments and special ad valorem levies lawfully levied and/or assessed against the Project.

SECTION 2. DEFAULT, LOSS OF EXEMPTION STATUS AND TERMINATION OF LEASES

In addition to the expiration of the term of this Agreement, any of the following specified events shall constitute a default hereunder, any default shall terminate any leases between the Company and the Agency relating to the Project, and the tax exemption herein shall terminate and be of no further force or effect:

A. The failure of the Company to diligently and consistently undertake the construction of the Project once commenced and, subject to force majeure, pursue the Project to completion with all due speed.

B. The failure of the Company to make timely payments of the sums due and payable hereunder.

C. In the event of a failure of the Company to comply with the terms of Section 2(A) or 2(B) above or the Broome County Industrial Development Agency Policy for Termination, Modification and/or Recapture of Agency Benefits as set forth in Exhibit "B"

attached hereto, the Agency or one or more of the Taxing Entities may deliver written notice of such failure to the Company and any Mortgagee or Lender of record and the Company (or the Mortgagee or Lender of record), shall have sixty (60) days to cure any monetary failure and, in the event of a non-monetary failure, sixty (60) days to cure or commence to diligently proceed to cure such failure, if it cannot be reasonably cured within such sixty (60) day period subject to force majeure. Only upon the passage of such sixty (60) day period, if the Company or any Mortgagee or Lender of record has not cured such failure or default, shall the Agency or any of the Taxing Entities be entitled to the remedies described herein.

D. The Taxing Entities, collectively and individually, have all the rights and remedies available to them at law, under this Agreement and under New York State Real Property Tax Law and any other relevant laws, statutes and codes to enforce payment of any unpaid monies due under this Agreement. As this Agreement is not meant to be a complete substitution for real property taxes and assessments, the act of a default and/or nonpayment under this Agreement allows the Taxing Entities to convert any nonpayment into a tax levy or tax lien and shall entitle the Taxing Entities to employ the remedies and procedures enumerated in the New York State Real Property Tax Law and any other relevant laws, statutes and codes to enforce payment of the monies due and owing. In addition, the Company agrees to pay all costs of collection, including reasonable attorney fees.

E. Any nonpayment shall survive bankruptcy as the Parties agree that a default converts those unpaid monies into unpaid taxes and, as such, protects and empowers the Taxing Entities to proceed as such.

SECTION 3. AMOUNT OF PAYMENTS IN LIEU OF TAXES

A. Commencing March 1, 2017, the Company agrees to pay to the Taxing

Entities the same amounts of real estate taxes that would have been levied on the Premises if not for the Agency's tax exempt status, based upon an assessment of \$686,000.00, up through and until December 31, 2018. Commencing on January 1, 2019, the Company agrees to pay in total and to each of the Taxing Entities the amounts set forth in Exhibit "A" attached hereto.

B. The payments in lieu of taxes set forth in Exhibit "A" are based upon an agreed assessment of \$10,500,000 for the Project during the entire term of this Agreement. The payment schedule is not subject to challenge or adjustment by the Company, the Agency, or the Taxing Entities, even if the City or County conduct a City wide reassessment of all commercial properties.

C. The County, acting as collecting agent for all the Taxing Entities, shall bill the Company on or about January 1 of each year for the payment due hereunder for the City and County payments and on September 1 of each year for the payment due hereunder for the School payment. The Company shall pay the City and County payments on or before January 31 of each year and shall pay the School payment on or before September 30 of each year.

D. The County will pay the City and School their respective payments within the same time allowed to pay over taxes collected during the same time period, i.e., the City will be paid on or before February 10 of each year.

E. Pursuant to Section 874(5) of the General Municipal Law, if the Company shall fail to make any payment required by this PILOT Agreement when due, the Company shall pay the same, together with a late-payment penalty equal to five (5%) percent of the amount due. If the Company shall remain in default beyond the first month after such payment is due, the Company shall hereafter pay a late-payment penalty of one (1%) percent per month for each month, or part thereof, that the payment due thereunder is delinquent beyond the first month plus

interest thereon, to the extent permitted by law, at the greater of (a) one (1%) percent per month, or (b) the rate per annum which would have been payable if such amount were delinquent taxes, until so paid in full.

F. Pursuant to Section 874(6) of the General Municipal Law, if the Company should default in performing any of its obligations, covenants or agreements under this PILOT Agreement, beyond any applicable notice and cure period, and the Agency or any taxing jurisdiction should employ attorneys or incur other expense for the collection of any amounts payable hereunder, or for the enforcement or performance or observation of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefore, pay to the Agency or such taxing jurisdiction, as the case may be, not only the amounts adjudicated due hereunder, together with the late-payment penalty and interest due thereon, but also reasonable fees and disbursements of such attorneys and all other reasonable expenses, costs and disbursements so incurred whether or not an action is commenced.

G. Notwithstanding the foregoing, the Agency reserves the right to terminate, modify, or recapture any benefits provided to the Company pursuant to this PILOT Agreement, as well as any other benefit provided to the Company, in accordance with the policy of the Agency set forth in Exhibit "B" attached hereto.

H. No remedy herein conferred upon or reserved to the Agency or any taxing jurisdiction is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this PILOT Agreement or now and hereafter existing at law or in equity or by statute. No delay or admission in exercising any such right or power accruing upon a default hereunder shall impair

any such right or power or be construed as a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

SECTION 4. ADDITIONS TO PROJECT

Should the Company, during the term of this Agreement, cause to be constructed on the Property any addition to the Project, then such addition shall be assessed and real estate taxes imposed in the same manner as all other non-tax-exempt real property is then being assessed and taxed by the City, County, and School, unless otherwise agreed by all of the Parties hereto.

SECTION 5. TERM OF AGREEMENT

This Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon (a) the execution of this Agreement by the Agency and the Company, and (b) the execution and filing of Real Property Tax Form RP-412-a with the Assessor of the City of Binghamton, and (c) the delivery of a copy of this Agreement and Real Property Tax Form RP-412-a to the City, the School and the County. This Agreement shall continue to remain in effect through December 31, 2046, or the date upon which the leasehold interest to the Project is no longer held by the Agency, including a change of title due to foreclosure, whichever shall be sooner. In addition, the City, School and County shall have the same rights afforded by the New York State Real Property Tax Law regarding the collection and enforcement of unpaid taxes.

SECTION 6. PRIORITY

The Parties agree that payments due hereunder shall be accorded a lien priority equivalent to the lien of unpaid real property taxes as provided in the Real Property Tax Law of the State of New York and, as such, shall have priority over any mortgages or other liens filed against the Property. The Parties do hereby further agree that a Memorandum of this Agreement shall be

recorded in the office of the Broome County Clerk.

SECTION 7. REPRESENTATIONS OF THE COMPANY

50 Front Street Associates, LLC represents and warrants that:

- A. It is a duly organized limited liability company in good standing in accordance with the laws of the State of New York and is authorized to do business in the State of New York.
- B. It has full power and authority to execute and deliver this Agreement and to perform its obligations.
- C. This Agreement constitutes a legal, valid, and binding obligation of it enforceable in accordance with its terms.
- D. To the best of its knowledge, the execution and delivery of this Agreement does not, and the performance of this Agreement will not, violate any law, regulation, ordinance, judicial order, judicial decree, or any agreement, indenture, note, or other instrument to which it is a party.
- E. To the best of its knowledge, there is no claim, action, arbitration, or administrative proceeding pending, threatened against, or involving the Company which if adversely determined, would question the validity of this Agreement or would have a material adverse effect on its financial condition.

SECTION 8. AMENDMENT OF AGREEMENT

This Agreement may not be amended, changed, modified, altered or terminated unless such amendment, change, modification, alteration or termination is in writing intended for such purpose and executed and delivered by each of the Parties hereto.

SECTION 9. BINDING EFFECT

This Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and its respective successors and assigns, regardless of the tax exempt status of any successor or assign.

SECTION 10. NOTICES

All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently deemed given when sent to the applicable address stated below by registered or certified mail, postage prepaid, return receipt requested, by recognized overnight carrier, or by such other method as shall provide the sender with documentary evidence of such delivery. The addresses to which notices, certificates or other communications hereunder, shall be delivered are as follows:

To the Company: 50 Front Street Associates, LLC
 300 Plaza Drive
 P.O. Box 678
 Vestal, New York
 Attn: Mark Newman, Managing Member

To the City: City of Binghamton
 38 Hawley Street
 Binghamton, New York 13901
 Attn: Mayor

To the School: Binghamton City School District
 164 Hawley Street
 Binghamton, New York 13901
 Attn: District Superintendent

To the County: Broome County
 60 Hawley Street
 Binghamton, New York 13901
 Attn: County Executive

To the Agency: Broome County Industrial Development Agency
60 Hawley Street
P.O. Box 1510
Binghamton, New York 13902
Attn: Executive Director

A duplicate copy of each notice, certificate or other communication given hereunder shall be given to each party. Any person entitled to notice may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent. Notices shall be deemed delivered upon actual receipt or refusal of delivery.

SECTION 11. SEVERABILITY

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

SECTION 12. COUNTERPARTS

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

SECTION 13. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of New York. Venue for any action or proceeding shall be in Broome County, New York.

SECTION 14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties and shall not be modified unless in writing and signed by all of the Parties hereto in the same manner as this Agreement is executed.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed the date set opposite their signature.

50 FRONT STREET ASSOCIATES, LLC
By: NEWMAN DEVELOPMENT GROUP
OF FRONT STREET, LLC, Member

Dated: March 9, 2017

By: _____
Marc Newman, Member

CITY OF BINGHAMTON

Dated: March _____, 2017

By: _____
Richard David, Mayor

BROOME COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Dated: March 9, 2017

By: _____
Terrence M. Kane, Chairman

STATE OF NEW YORK:

:SS.

COUNTY OF BROOME:

On this 9th day of March, in the year 2017, before me, the undersigned, a notary public in and for said state, personally appeared MARC NEWMAN, 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 on behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK:

:SS.

COUNTY OF BROOME:

On this _____ day of March, in the year 2017, before me, the undersigned, a notary public in and for said state, personally appeared RICHARD DAVID, 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 on behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK:

:ss.

COUNTY OF BROOME:

On this 9th day of March, in the year 2017, before me, the undersigned, a notary public in and for said state, personally appeared TERRENCE M. KANE, 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 on behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT "A"

(SEE ATTACHED PILOT SCHEDULE)

Exhibit A
PILOT Payment Schedule

Project Owner: 50 Front Street Associates, LLC
Project Name: River Landing at 50 Front
Location: 50 Front Street, Binghamton, NY

11/15/2016

Year	Full Value	Assessed Value at 86% Equalization Rate	Tax Rates				PILOT Payment Amounts				Allocation of PILOT Payments		
			City	County	School	Total	Full Tax Amount	Abatement Percentage	Abatement Amount	ANNUAL PILOT PAYMENT	City	County	School
1 2019	12,209,300	10,500,000	42.31053	8.90669	41.28210	92.49932	971,243	85.0%	825,557	145,686	66,639	14,028	65,019
2 2020	12,209,300	10,500,000	42.74210	8.99754	41.70318	93.44281	981,150	85.0%	833,978	147,172	67,319	14,171	65,682
3 2021	12,209,300	10,500,000	43.17807	9.08931	42.12855	94.39593	991,157	85.0%	842,483	148,674	68,006	14,316	66,352
4 2022	12,209,300	10,500,000	43.61848	9.18202	42.55826	95.35877	1,001,267	85.0%	851,077	150,190	68,699	14,462	67,029
5 2023	12,209,300	10,500,000	44.06339	9.27568	42.99235	96.33142	1,011,480	85.0%	859,758	151,722	69,400	14,609	67,713
6 2024	12,209,300	10,500,000	44.94466	9.46119	43.85220	98.25805	1,031,710	70.0%	722,197	309,513	141,576	29,803	138,134
7 2025	12,209,300	10,500,000	45.84355	9.65042	44.72925	100.22321	1,052,344	70.0%	736,641	315,703	144,407	30,399	140,897
8 2026	12,209,300	10,500,000	46.76042	9.84342	45.62383	102.22768	1,073,391	70.0%	751,374	322,017	147,295	31,007	143,715
9 2027	12,209,300	10,500,000	47.69563	10.04029	46.53631	104.27223	1,094,858	70.0%	766,401	328,457	150,241	31,627	146,589
10 2028	12,209,300	10,500,000	48.64955	10.24110	47.46703	106.35768	1,116,756	70.0%	781,729	335,027	153,246	32,259	149,522
11 2029	12,209,300	10,500,000	49.62254	10.44592	48.41637	108.48483	1,139,091	55.0%	626,500	512,591	234,467	49,357	228,767
12 2030	12,209,300	10,500,000	50.61499	10.65484	49.38470	110.65453	1,161,873	55.0%	639,030	522,843	239,156	50,344	233,343
13 2031	12,209,300	10,500,000	51.62729	10.86793	50.37240	112.86762	1,185,110	55.0%	651,811	533,299	243,939	51,351	238,009
14 2032	12,209,300	10,500,000	52.65983	11.08529	51.37984	115.12497	1,208,812	55.0%	664,847	543,965	248,817	52,378	242,770
15 2033	12,209,300	10,500,000	53.71303	11.30700	52.40744	117.42747	1,232,988	55.0%	678,143	554,845	253,794	53,426	247,625
16 2034	12,209,300	10,500,000	54.78729	11.53314	53.45559	119.77602	1,257,648	40.0%	503,059	754,589	345,160	72,659	336,770
17 2035	12,209,300	10,500,000	55.88304	11.76380	54.52470	122.17154	1,282,801	40.0%	513,120	769,681	352,063	74,112	343,506
18 2036	12,209,300	10,500,000	57.00070	11.99908	55.61519	124.61497	1,308,457	40.0%	523,383	785,074	359,104	75,594	350,376
19 2037	12,209,300	10,500,000	58.14071	12.23906	56.72750	127.10727	1,334,626	40.0%	533,850	800,776	366,287	77,106	357,383
20 2038	12,209,300	10,500,000	59.30353	12.48384	57.86205	129.64941	1,361,319	40.0%	544,528	816,791	373,612	78,648	364,531
21 2039	12,209,300	10,500,000	60.48960	12.73352	59.01929	132.24240	1,388,545	25.0%	347,136	1,041,409	476,356	100,276	464,777
22 2040	12,209,300	10,500,000	61.69939	12.98819	60.19968	134.88725	1,416,316	25.0%	354,079	1,062,237	485,883	102,282	474,072
23 2041	12,209,300	10,500,000	62.93338	13.24795	61.40367	137.58500	1,444,642	25.0%	361,161	1,083,481	495,600	104,328	483,553
24 2042	12,209,300	10,500,000	64.19204	13.51291	62.63174	140.33670	1,473,535	25.0%	368,384	1,105,151	505,512	106,414	493,225
25 2043	12,209,300	10,500,000	65.47588	13.78317	63.88438	143.14343	1,503,006	25.0%	375,752	1,127,254	515,622	108,542	503,090
26 2044	12,209,300	10,500,000	66.78540	14.05883	65.16206	146.00630	1,533,066	10.0%	153,307	1,379,759	631,122	132,856	615,781
27 2045	12,209,300	10,500,000	68.12111	14.34001	66.46531	148.92642	1,563,727	10.0%	156,373	1,407,354	643,744	135,513	628,097
28 2046	12,209,300	10,500,000	69.48353	14.62681	67.79461	151.90495	1,595,002	10.0%	159,500	1,435,502	656,619	138,223	640,660
							34,715,920		16,125,158	18,590,762	8,503,685	1,790,090	8,296,987

EXHIBIT "B"

(SEE ATTACHED POLICY FOR TERMINATION, MODIFICATION AND/OR
RECAPTURE OF AGENCY BENEFITS)

**BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY
POLICY FOR TERMINATION, MODIFICATION
AND/OR RECAPTURE OF AGENCY BENEFITS**

The goal of this Policy is to establish and provide a procedure as required by Section 875 of the New York State General Municipal Law for the termination, modification and/or recapture of Broome County Industrial Development Agency (the “Agency”) benefits provided to an applicant in order to induce such applicant to undertake a project in Broome County. For purposes of this policy, Agency benefits shall include any or all of the following:

- (i) exemptions from New York State and local sales and use tax;
- (ii) an exemption from the New York State mortgage recording tax; and/or
- (iii) an abatement from real property taxes provided through a payment-in-lieu-of-tax (“PILOT”) Agreement.

The Agency reserves the right to terminate, modify, or recapture Agency benefits if :

- (i) an applicant or its sub-agency (if any) authorized to make purchases for the benefit of the project is not entitled to the sales and use tax exemption benefits;
- (ii) sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the applicant or its sub-agents;
- (iii) sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the project;
- (iv) the applicant has made material, false, or misleading statements in its application for financial assistance;
- (v) the applicant has committed a material violation of the terms and conditions of a Project Agreement; and/or
- (vi) there is a material shortfall in job creation and retention projections as set forth in its application.

Upon the occurrence of any of the above conditions, the Agency Board may, upon

recommendation of the Executive Director, terminate, modify and/or recapture the Agency benefits provided to a specific project. Prior to undertaking such action, the Agency shall give written notice of its intention to terminate, modify and/or recapture Agency benefits to the applicant specifying the reasons why the Agency is considering such action. The applicant shall have twenty (20) days to respond to the Agency, either in writing or in person, providing such information and documentation as it deems appropriate for the Board to consider prior to making its decision. All such recaptured Agency benefits shall be redistributed to the appropriately affected taxing jurisdictions unless agreed to otherwise by such jurisdictions.

Notwithstanding the foregoing, the Agency retains the right to terminate Agency benefits as otherwise provided in project transaction documents including, but not limited to, failure of the applicant to make timely PILOT payments, to provide required reports, or to cooperate with Agency personnel in providing data regarding project progress.

EXHIBIT "B"

FORM OF ANNUAL EMPLOYMENT AND SALARY AND FRINGE BENEFITS AND
RELATED PROJECT INFORMATION CERTIFICATION LETTER

_____, _____

Re: New Project Verification

Dear _____:

The _____ Industrial Development Agency (the "Agency") is currently providing assistance in connection with the your project in the (municipality)

The Agency is required to file an annual report with the New York State Comptroller providing information on its activities, and the activities of projects that are assisted by the Agency. In order for the Agency to compile that report, it is necessary that we obtain information relating to assistance provided and benefits derived from all entities that receive such assistance. Failure by the Agency to file the report information required by New York State could result in the Agency losing its ability to provide future assistance or the entity suffering claw-back provisions and forfeiting benefits previously received. Therefore, it is important that this information be provided in an accurate and timely manner.

Attached please find a questionnaire to be completed and returned to the IDA by _____. If you have any questions regarding the required information, please do not hesitate to call our office.

We appreciate your assistance in this matter. A self-addressed stamped envelope is enclosed for your convenience.

Very truly yours,

Company name and address:

Project Name:

Company contact:

Contact phone number:

(Please correct any information above)

Financing Information

Has the Agency provided project financing assistance through issuance of a bond or note)

Yes No

If financing assistance was provided, please provide:

- Original principal balance of bond or note issued _____
- Outstanding principal balance of such bond or note at _____
- Principal paid during _____
- Outstanding principal balance of such bond or note at _____

Interest rate on mortgage as of _____

_____ Final maturity date of the

bond or note

Is the Company a not-for-profit? _____

Sales Tax Abatement Information

Did your company receive Sales Tax Abatement on your Project during _____

Yes No

If so, please provide the amount of sales tax savings received _____

(A copy of the ST-340 sales tax report submitted to New York State for the reporting period is required to be attached with this report)

Mortgage Recording Tax Information

Did your company receive Mortgage Tax Abatement on your Project during _____

Yes No

(NOTE: Only be applicable the year that a mortgage was placed upon the project)

The amount of the mortgage recording tax that was
abated during _____

Job Information

Number of full time equivalent employees ("FTE") existing jobs by category and average Hourly wage for each **before IDA status**

Category	FTE	Average Hourly Wage
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____

Current number of FTE employees for _____ by category and average hourly wage.

Category	FTE	Average Hourly Wage
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____

Number of FTE jobs created during _____ as a result of the assistance received through the IDA by category and average hourly wage.

Category	FTE	Average Hourly Wage
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____

Number of FTE jobs retained during _____ by category and average hourly wage.

Category	FTE	Average Hourly Wage
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____

Total annual payroll for _____

A copy of the NYS 45 form for the project location is required to be submitted with this report. If the NYS 45 form is not available for the specific project location or the form does not accurately reflect the full time jobs created an internal report verifying the total jobs by employment category as outlined above at the location is required with this submission.

Number of FTE construction jobs created during _____

_____ Number of FTE construction jobs during _____

_____ Capital

Investment Real	_____
Estate	_____
Construction	_____
Machinery and Equipment	_____
Other Taxable Expenses	_____
Other Non-Taxable Expenses	_____
Total Capital Investment	_____

I certify that to the best of my knowledge and belief all of the information on this form is correct. I also understand that failure to report completely and accurately may result in enforcement of provisions of my agreement, including but not limited to avoidance of the agreement and potential claw back of benefits.

Signed: _____
(authorized company representative)

Date: _____

EXHIBIT "C"

(SEE ATTACHED BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY
POLICY FOR TERMINATION, MODIFICATION AND/OR RECAPTURE
OF AGENCY BENEFITS)

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POLICY FOR TERMINATION, MODIFICATION
AND/OR RECAPTURE OF AGENCY BENEFITS**

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