

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (the "Agreement"), dated as of June __, 2018, by and among FREEWHEELIN ANSCO, LLC, a limited liability company organized and existing under the laws of the State of New York, having its principal offices at 225 Wilkinson Street, Syracuse, New York 13204 (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 (the "Agency"), a public-benefit corporation organized and existing under the laws of the State of New York, with offices at Five South College Drive, Binghamton, New York 13905 (collectively, the "Parties").

WITNESSETH:

1. The Company intends to (A) acquire and renovate an existing building located on 3.29+/- acres of land situate at 16 Emma Street in the City of Binghamton, County of Broome and State of New York, more particularly described as Broome County Tax Map Number (143.75-1-16) ("16 Emma Street"); and (B) acquire and renovate an existing parking lot located on a .93+/- acre of land situate at 9 Emma Street in the City of Binghamton, County of Broome and State of New York, more particularly described as Broome County Tax Map Number (143.75-1-5) ("9 Emma Street") (16 Emma Street and 9 Emma Street are, collectively, the "Land") to consist of a 150,000+/- square foot mixed-use building to contain 100,000+/- square feet of space for 100 market-rate apartments and 50,000+/- square feet of commercial space and a .93+/- acre parking lot (collectively, the "Facility") (the Land and the Facility being 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 renovate, equip and operate the Project thereon.

4. The Agency will lease the Project to the Company for a term commencing June __, 2018 and terminating on December 31, 2039.

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 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, the conversion of a delinquent PILOT payment to unpaid taxes; the filing of a tax levy and tax lien; and the 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 Property by the Agency in 2018, 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 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 renovation and equipping of the Project once commenced and, subject to force majeure, to 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 the 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 the Company shall have thirty (30) days to cure any monetary failure and, in the event of a non-monetary failure, thirty (30) 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.

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.

F. 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 benefits provided to the Company in accordance with the policy

of the Agency attached hereto as Exhibit "B".

SECTION 3. AMOUNT OF PAYMENTS IN LIEU OF TAXES

A. During the lease period commencing June __, 2018 and terminating December 31, 2039, the Company agrees to pay to the Taxing Entities the amounts set forth in Exhibit "A" annexed hereto and made a part hereof.

B. The payments in lieu of taxes set forth in Exhibit "A" are based upon an agreed build-out assessment of \$460,500.00 and as complete assessment of \$4,400,000.00 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 the County conducts a City wide reassessment.

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.

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, (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, 2039, 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.

SECTION 7. REPRESENTATIONS OF THE COMPANY

The Company represents and warrants that:

A. It is duly organized as a 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 affect 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 their 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, return receipt requested, 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: Freewheelin ANSCO, LLC
 225 Wilkinson Street
 Syracuse, New York 13204

Attn: Matthew R. Paulus
 Authorized Signatory

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
 FIVE South College Drive
 Binghamton, New York 13905

Attn: Executive Director

With a Copy to: CPC Funding SPE 1 LLC
 c/o The Community Preservation Corporation
 28 East 28th Street, 9th Floor
 New York, New York 10016-7943

Attn: Carolyn Au, Senior Vice President – Service Loan #70599

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 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.

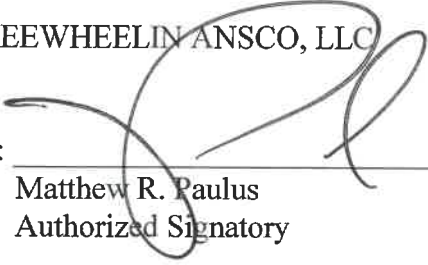
SECTION 14. ENTIRE AGREEMENT

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 forth herein.

FREEWHEELIN ANSCO, LLC

By: 
Matthew R. Paulus
Authorized Signatory

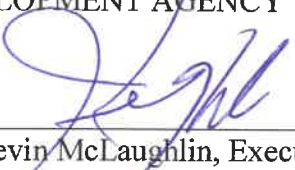
Date: June 19, 2018

CITY OF BINGHAMTON

By: 
Richard C. David, Mayor

Date: 06/27/18

BROOME COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Kevin McLaughlin, Executive Director

Date: June 13, 2018

STATE OF NEW YORK :
: SS:
COUNTY OF ONONDAGA:


On this 15th day of June in the year 2018, before me, the undersigned, a notary public in and for said state, personally appeared MATTHEW R. PAULUS, 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

LAUREN ANNE PISTELL
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01PI6178961
QUALIFIED IN ONONDAGA COUNTY
MY COMMISSION EXPIRES 12-17-2019

STATE OF NEW YORK:
: SS.:
COUNTY OF BROOME:

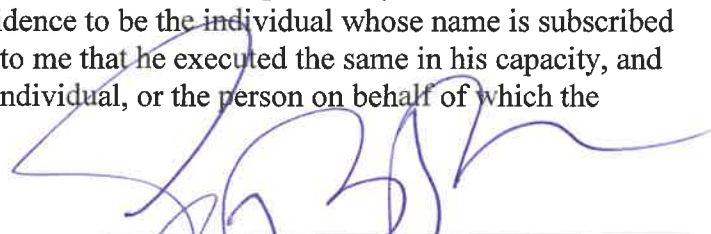
On this 27th day of June in the year 2018, before me, the undersigned, a notary public in and for said state, personally appeared RICHARD C. DAVID, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and 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

KENNETH J. FRANK
Notary Public, State of New York
No. 02PI6178961
Qualified in Broome County
Commission Expires April 30, 2021

STATE OF NEW YORK:
:
COUNTY OF BROOME:

On this 13th day of June in the year 2018, before me, the undersigned, a notary public in and for said state, personally appeared KEVIN McLAUGHLIN, 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

JOSEPH B. MEAGHER
Notary Public, State of New York
Broome County 02ME4974837
Commission Expires Nov. 26, 2021

EXHIBIT "A"

(SEE ATTACHED PILOT SCHEDULE)

ANSKO	16 Emma Street	Percentage of	Annual PILOT										Annual TOTAL
PILLOT year	PILLOT assessment	PILLOT assessment to be paid	PAYMENT TOTAL plus 1.5% PILOT	Annual PILOT PAID TO CITY	Annual PILOT PAID TO COUNTY	Annual PILOT PAID TO SCHOOL	Taxable Assessment	City TaxRate	City Tax Rate	City Sch TaxRate	Total Tax Rate	Difference	
2020	\$4,400,000.00	0.110	\$44,307.04	\$20,026.78	\$4,342.09	\$19,988.17	\$4,400,000.00	41.290304/1000	9.032395/1000	41.220773/1000	91.543472/1000	\$359,080.37	
2021	\$4,400,000.00	0.120	\$44,977.65	\$20,377.18	\$4,407.22	\$20,237.14	\$4,400,000.00	\$181,677.34	\$40,338.68	\$181,371.40	\$403,387.41	\$364,466.58	
2022	\$4,400,000.00	0.130	\$45,646.22	\$20,632.09	\$4,473.33	\$20,540.80	\$4,400,000.00	\$184,402.50	\$40,943.76	\$184,091.97	\$409,498.23	\$369,933.58	
2023	\$4,400,000.00	0.140	\$46,330.91	\$20,941.57	\$4,540.43	\$20,848.91	\$4,400,000.00	\$189,976.06	\$41,557.91	\$186,853.35	\$415,579.80	\$375,482.58	
2024	\$4,400,000.00	0.150	\$47,025.88	\$21,255.70	\$4,608.54	\$21,161.64	\$4,400,000.00	\$192,825.70	\$42,814.00	\$192,500.99	\$428,140.70	\$381,114.82	
2025	\$4,400,000.00	0.200	\$69,501.63	\$31,414.74	\$6,811.16	\$31,275.74	\$4,400,000.00	\$198,653.86	\$43,456.21	\$195,388.51	\$434,562.81	\$385,061.17	
2026	\$4,400,000.00	0.240	\$81,766.63	\$44,350.22	\$9,615.76	\$36,794.98	\$4,400,000.00	\$201,633.67	\$44,108.05	\$198,319.34	\$444,081.25	\$359,314.62	
2027	\$4,400,000.00	0.290	\$98,119.96	\$53,589.85	\$11,619.04	\$44,153.98	\$4,400,000.00	\$204,658.17	\$44,769.67	\$201,294.13	\$447,697.47	\$349,577.52	
2028	\$4,400,000.00	0.350	\$118,561.61	\$64,677.40	\$14,022.98	\$53,352.73	\$4,400,000.00	\$207,728.05	\$45,441.22	\$204,313.54	\$454,412.99	\$335,851.32	
2029	\$4,400,000.00	0.420	\$143,091.60	\$77,612.88	\$16,827.57	\$64,391.22	\$4,400,000.00	\$210,843.97	\$46,122.84	\$207,378.24	\$461,229.13	\$318,137.53	
2030	\$4,400,000.00	0.500	\$171,709.92	\$92,396.29	\$20,032.82	\$77,269.46	\$4,400,000.00	\$214,006.63	\$46,814.68	\$210,488.92	\$468,147.56	\$296,437.64	
2031	\$4,400,000.00	0.550	\$204,416.57	\$101,875.55	\$22,036.11	\$91,987.46	\$4,400,000.00	\$217,216.73	\$47,516.90	\$213,646.25	\$475,169.78	\$270,753.20	
2032	\$4,400,000.00	0.600	\$224,858.23	\$110,635.92	\$24,039.39	\$101,186.20	\$4,400,000.00	\$220,474.98	\$48,229.65	\$216,850.94	\$482,297.32	\$257,439.09	
2033	\$4,400,000.00	0.650	\$245,299.89	\$120,115.18	\$26,042.67	\$110,384.95	\$4,400,000.00	\$223,782.10	\$48,953.10	\$220,103.71	\$489,531.78	\$244,231.90	
2034	\$4,400,000.00	0.700	\$265,741.54	\$129,354.81	\$28,045.95	\$119,583.70	\$4,400,000.00	\$227,094.98	\$49,687.40	\$223,405.26	\$489,531.78	\$231,133.22	
2035	\$4,400,000.00	0.750	\$286,183.20	\$138,594.44	\$30,049.24	\$128,782.44	\$4,400,000.00	\$230,545.92	\$50,432.71	\$226,756.34	\$504,327.88	\$218,144.68	
2036	\$4,400,000.00	0.800	\$306,624.86	\$147,834.07	\$32,052.52	\$137,981.19	\$4,400,000.00	\$234,004.10	\$51,189.20	\$230,157.69	\$511,892.80	\$205,267.94	
2037	\$4,400,000.00	0.850	\$327,066.52	\$157,073.69	\$34,055.80	\$147,179.93	\$4,400,000.00	\$237,514.17	\$51,957.03	\$233,610.05	\$519,571.19	\$192,504.67	
2038	\$4,400,000.00	0.900	\$347,508.17	\$166,313.32	\$36,059.08	\$156,378.68	\$4,400,000.00	\$241,076.88	\$52,736.39	\$237,114.20	\$527,364.76	\$179,856.59	
2039	\$4,400,000.00	0.900	\$367,949.83	\$175,980.21	\$341,694.82	\$165,577.42	\$4,400,000.00	\$241,076.88	\$53,527.44	\$240,670.92	\$535,275.23	\$167,325.40	
TOTALS			\$3,486,681.87	\$1,575,980.21	\$341,694.82	\$1,569,006.84		\$4,201,046.27	\$932,778.12	\$4,193,971.90	\$9,327,796.30	\$5,841,114.42	
2018	Build out assessment		\$42,155.77	\$19,054.41	\$4,131.27	\$18,970.10							
2019			\$42,788.11	\$19,340.22	\$4,193.23	\$19,254.65							

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.