

SALES TAX EXEMPTION AGREEMENT

Dated as of March 1, 2023

by and between

PUTNAM COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

BREWSTER INDUSTRIAL OWNER, LLC

RELATING TO THE FOLLOWING PROJECT:

Commercial Campus at Field Corner Project

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Dated as of March 1, 2023

by and between

PUTNAM COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

BREWSTER INDUSTRIAL OWNER, LLC

THIS SALES TAX EXEMPTION AGREEMENT (this “**Agreement**”) is made as of March 1, 2023, by and between the **PUTNAM COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation duly organized and existing under the laws of the State of New York, having its office at 2 Route 164, Suite 2B, Patterson, New York 12563 (the “**Agency**”) and **BREWSTER INDUSTRIAL OWNER, LLC**, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware (the “**Company**”), having its principal office at One Meadowlands Plaza, East Rutherford, New Jersey 07073 (capitalized terms used in this Agreement but not defined herein shall have the respective meaning assigned to such terms in the Lease Agreement as referred to herein).

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 for the purpose of promoting, developing, encouraging and assisting in the acquisition, construction, reconstruction, improvement, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, thereby advancing the job opportunities, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act, the Agency was established by Chapter 399 of the 1987 Laws of New York (together with the Enabling Act, the “**Act**”), for the benefit of Putnam County, New York (the “**County**”) and the inhabitants thereof; and

WHEREAS, to accomplish the purposes of the Act, the Agency has entered into negotiations with the Company for a “project” within the meaning of the Act (the “**Project**”) within the territorial boundaries of the County and located on a portion of approximately 228.94 acres of land located on those certain lots, pieces or parcels of land to be generally known as and by the street addresses 101 and 201 Pugsley Road, Brewster, New York 10509 (specifically, tax map numbers 45.-1-5 and 45.-1-8.2) (the “**Facility Realty**”), as described in Appendix A attached to the Lease Agreement referred to herein; and

WHEREAS, the Project will consist of the creation of a commercial campus for industries within the transportation/warehousing/logistical sectors, consisting of the construction by the Lincoln Equities Group, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of New Jersey, of two buildings thereon aggregating approximately 921,100 square feet of warehouse/logistics space to be leased to end users, including all ancillary and related site work, demolition, and other work required in connection therewith, and the acquisition of fixtures to be installed therein, for lease of the Facility Realty to the Agency by the Company, for sublease of the Facility by the Agency to the Company, and for sub-sublease by the Company to such end-users; and

WHEREAS, the Company has fee title to the Facility Realty, and has leased the Facility Realty to the Agency pursuant to a Company Lease Agreement dated as of even date herewith between the Company, as lessor, and the Agency, as lessee (as the same may be amended or supplemented, the “**Company Lease**”); and

WHEREAS, the Agency has subleased the Facility Realty to the Company, pursuant to a Lease Agreement, dated as of even date herewith, between the Agency, as lessor, and the Company, as lessee (as the same may be amended or supplemented, the “**Lease Agreement**”); and

WHEREAS, to facilitate the Project, the Agency and the Company have agreed to enter into a “straight-lease transaction” within the meaning of the Act pursuant to which, among other things, the Agency will appoint the Company as agent for the Agency for purposes of developing, acquiring, constructing and installing the Project; and

WHEREAS, on February 7, 2023, the Agency published a notice of public hearing for the Project in *The Journal News*, and held such public hearing on February 17, 2023 at 10:00 o’clock A.M. at the Town of Southeast Town Hall, 1360 Route 22, Brewster, New York; and

WHEREAS, on February 21, 2022, the Agency adopted a resolution (the “**Authorizing Resolution**”) authorizing, among other things, the undertaking of the Project, the acquisition of a leasehold estate in the Facility Realty by the Agency, the sublease of the Facility Realty by the Agency to the Lessee, and the execution and delivery by the Agency of the Project Documents (as defined in the Authorizing Resolution); and

WHEREAS, the provision by the Agency of financial assistance to the Company through a straight-lease transaction has been determined to be necessary to induce the Company to locate and develop the Project within the County and make the Project more affordable, and the Company has represented that if the Agency does not provide such financial assistance, the Company could not feasibly proceed with the Project; and

WHEREAS, (i) the Agency constitutes a corporate governmental agency constituting a body corporate and politic and a public benefit corporation under the laws of the State of New York, and, therefore, in the exercise of its governmental functions, it is exempt from the imposition of any sales and use tax; and (ii) as an exempt governmental entity, the

Agency has not been issued an exempt organization identification number nor is one required; and

WHEREAS, the Agency is willing to confer the benefits of the Sales Tax Exemption on the Company only in accordance with the terms and provisions of this Agreement.

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

ARTICLE I
DEFINITIONS

“Additional Agent” means any Agent other than the Company.

“Agency Benefits” means, collectively, all Sales Tax Savings.

“Agent” means the Company and any Additional Agent appointed pursuant to and in accordance with Section 2.2 of this Agreement.

“Agent Termination Date” has the meaning set forth in Section 5.1.

“Commissioner” means the Commissioner of NYSDTF.

“Eligible Items” means the following items of personal property and services (but excluding any Ineligible Items) with respect to which the Company and any Additional Agent shall be entitled to claim a Sales Tax Exemption in connection with the Project:

- (i) purchases of materials, goods, personal property and fixtures and supplies that will be incorporated into and made an integral component part of the Facility;
- (ii) purchases or leases of any item of materials, goods, machinery, equipment, trade fixtures and other tangible personal property having a useful life of one year of more and to be installed in and made an integral component part of the Facility;
- (iii) with respect to the eligible items identified in clause (ii) of this definition: purchases of freight, installation, maintenance, and repair services required in connection with the shipping, installation, use, maintenance or repair of such items; provided that maintenance shall mean the replacement of parts or the making of repairs;
- (iv) purchases of materials, goods and supplies that are to be used and substantially consumed in the course of construction of the Project (but excluding fuel, materials or substances that are consumed in the course of operating machinery and equipment or parts containing fuel, materials or substances where such parts must be replaced whenever the substance is consumed);
- (v) leases of machinery and equipment solely for temporary use in connection with the construction of the Project;
- (vi) certain utility services (gas, propane in containers of 100 pounds or more, electricity, refrigeration, or steam); and
- (vii) motor vehicle or tangible personal property installed in a qualifying motor vehicle, provided that such motor vehicle is garaged at the Facility Realty and is used exclusively for delivery of materials or products to and from the Facility Realty and has been identified by the Company in the application for financial assistance and related materials and approved by the Agency.

“Expiration Date” means June 30, 2024 or the date of issuance of a permanent or temporary certificate of occupancy for the two buildings comprising the Project, if earlier.

“Financial Assistance” means the Sales Tax Exemption provided for in this Agreement.

“Form ST-60” means NYSDTF Form ST-60 ‘IDA Appointment of Project Operator or Agent’ or such additional or substitute form as is adopted by NYSDTF to report the appointment of project operators or agents with respect to industrial development agency transactions.

“Form ST-123” means NYSDTF Form ST-123 ‘IDA Agent or Project Operator Exempt Purchase Certificate’ or such additional or substitute form as is adopted by NYSDTF for use in completing purchases that are exempt from Sales and Use Taxes with respect to industrial development agency transactions.

“Form ST-340” means NYSDTF Form ST-340 ‘Annual Report of Sales and Use Tax Exemptions Claimed by Project Operator of Industrial Development Agency/Authority’ or such additional or substitute form as is adopted by NYSDTF to report Sales Tax Savings with respect to industrial development agency transactions.

“Independent Accountant” shall mean an independent certified public accountant or a firm of independent certified public accountants, in each case selected by the Company and acceptable to the Agency.

“Ineligible Items” means the following items of personal property and services with respect to which the Company and any Additional Agent shall not be entitled to claim a Sales Tax Exemption in connection with the Project:

- (i) motor vehicles or tangible personal property installed in qualifying motor vehicles, other than those permitted by clause (vii) of the definition of ‘Eligible Items’;
- (ii) personalty not incorporated as a fixture or as construction materials as part of the Facility or otherwise having a useful life of one year or less;
- (iii) any cost of utilities, cleaning services or supplies or other ordinary operating costs;
- (iv) fine art and other similar decorative items;
- (v) plants, whether potted or landscaped;
- (vi) ordinary office supplies such as pencils, paper clips and paper;
- (vii) any materials or substances that are consumed in the operation of machinery;
- (viii) equipment or parts containing materials or substances where such parts must be replaced whenever the substance is consumed;

- (ix) replacement of parts that contain materials or substances that are consumed in the operation of such property where such parts must be replaced whenever the substance is consumed;
- (x) inventory or items used in the trade or business;
- (xi) any personal property or services with respect to the installation, design, construction or construction management of, or the purchase of materials, goods, furniture, furnishings, fixtures and supplies that will be incorporated into or made an integral component relating to, any improvement outside of the Facility Realty, including, but not limited to Pugsley Road, Route 312 and Fields Corner Road, in the Town of Southeast, New York.

“Lease Agreement” means the Lease Agreement, dated as of even date hereof, between the Agency as lessor and the Company as lessee, relating to the lease of the Facility, as the same may be amended or supplemented.

“Maximum Sales Tax Savings Amount” means the aggregate maximum dollar amount of Sales Tax Savings that the Company and all Agents acting on behalf the Company are permitted to receive under this Agreement, which shall equal \$5,302,176.

“NYSDTF” means the New York State Department of Taxation and Finance.

“Sales and Use Taxes” means County and State sales and compensating use taxes and fees imposed pursuant to Article 28 or 28-A of the New York State Tax Law, as the same may be amended from time to time.

“Sales Tax Agent Authorization Letter” is any letter executed by the Agency to appoint an agent (a form of which is attached as Exhibit A) pursuant to this Agreement.

“Sales Tax Exemption” means an exemption from Sales and Use Taxes resulting from the Agency’s participation in the Project.

“Sales Tax Savings” means all Sales Tax Exemption savings realized by or for the benefit of the Company, including any savings realized by any Agent, pursuant to this Agreement and each Sales Tax Agent Authorization Letter issued in connection with the Project.

ARTICLE II
AGENTS OF THE AGENCY

Section 2.1 Authorization of Company as Agent of the Agency. The Agency hereby authorizes the Company to act as its agent in connection with the completion of the Project. Such appointment of the Company as agent is intended to qualify the Company as agent of the Agency within the meaning of the Act solely for the purposes of qualifying for available Sales Tax Exemptions for purchases or leases of Eligible Items to be used in completing the Project. In connection with such authorization, the Agency agrees to file a completed Form ST-60 with the New York State Tax Department identifying the Company as an agent of the Agency with respect to the Project. The Company and any Additional Agent appointed pursuant to this Agreement are referred to herein as Agents. Notwithstanding the preceding, (i) the Agency does not represent or warrant to the Company or any Additional Agent or any third party that any Sales Tax Exemption is available under this Agreement, and (ii) the Sales Tax Exemption authorization set forth herein shall be automatically suspended upon written notice by the Agency to the Company that the Company is in default under this Agreement or under any other Project Document until the default is cured to the satisfaction of the Agency.

Section 2.2 Procedure for Appointing Additional Agents.

(A) Company Request for Appointment of Additional Agents. The Company may request the Agency to designate an operator, a contractor, a subcontractor or other entity purchasing or leasing Eligible Items to be used in completing the Project as an additional agent of the Agency in connection with the completion of the Project. Any such request shall be made in writing by the Company to the Agency, and such writing must identify: (i) the name of the entity proposed to be designated an additional agent, (ii) the scope of work that such entity will be performing with respect to the Project, (iii) the nature of the items for which such entity will be responsible for acquiring and claiming Sales Tax Exemptions and (iv) the maximum amount of Sales Tax Exemptions that may be claimed by such entity.

(B) Right of Agency to Appoint Additional Agents. The Agency shall have the right but not the obligation to appoint such entities as may be requested by the Company to be so appointed pursuant to Section 2.2(A) as an agent of the Agency with respect to the Project. Prior to any such appointment by the Agency, the Company shall submit a completed Form ST-60 to the Agency, together with a completed Sales Tax Agent Authorization Letter executed by the entity being proposed for agency status.

(C) Agency Approval. If the Agency approves the entity as an agent, the Agency will send a copy of the fully executed Form ST-60 and Sales Tax Agent Authorization Letter to the Company. The Company shall promptly deliver copies of such executed items to the entity that has been approved by the Agency as an agent pursuant to this Section. The Agency will undertake to file the completed Form ST-60 with the New York State Tax Department and notify the Company of such filing. Upon completion of the events described in Sections 2.2(A)-(C) with respect to an entity, such entity shall become an Additional Agent. The Company acknowledges that the executed Form ST-60 designating the Company or any Agent as an agent of the Agency shall not serve as a sales or use tax exemption certificate or document. Neither the Company nor any other Agent may tender a copy of the executed Form ST-60 to any

person required to collect sales tax as a basis to make such purchases exempt from tax. No such person required to collect sales or use taxes may accept the executed Form ST-60 in lieu of collecting any tax required to be collected. THE CIVIL AND CRIMINAL PENALTIES FOR MISUSE OF A COPY OF FORM ST-60 AS AN EXEMPTION CERTIFICATE OR DOCUMENT OR FOR FAILURE TO PAY OR COLLECT TAX SHALL BE AS PROVIDED IN THE TAX LAW. IN ADDITION, THE USE BY AN AGENT, PROJECT OPERATOR, OR OTHER PERSON OR ENTITY OF SUCH FORM ST-60 AS AN EXEMPTION CERTIFICATE OR DOCUMENT SHALL BE DEEMED TO BE, UNDER ARTICLES TWENTY EIGHT AND THIRTY SEVEN OF THE TAX LAW, THE ISSUANCE OF A FALSE OR FRAUDULENT EXEMPTION CERTIFICATE OR DOCUMENT WITH THE INTENT TO EVADE TAX.

(D) Company Responsibility of Additional Agent Compliance. The Company shall ensure that each entity appointed as an Additional Agent complies with the terms and conditions of the Sales Tax Agent Authorization Letter and this Agreement. Upon the termination, expiration or cancellation of each Sales Tax Agent Authorization Letter, the Company shall retrieve and promptly surrender the same to the Agency.

ARTICLE III
SALES TAX EXEMPTION

Section 3.1 Form ST-123.

(A) Company Responsibility. When acting as an agent of the Agency to purchase or lease Eligible Items, the Company will, and will cause each Additional Agent to, present a completed and signed Form ST-123 to each seller, vendor or lessor for each contract, agreement, lease, invoice, bill or purchase order entered into by the Company or by any Additional Agent entered into with respect to the completion of the Project.

(B) Instructions for Filling out Form ST-123. The Form ST-123 shall be completed in accordance with the instructions included with such form, and in a manner consistent with the information set forth on Form ST-60. Each seller or vendor accepting Form ST-123 must identify the Project on each bill and invoice and invoice for purchases and indicate on the bill or invoice that the Agency, the Company as agent of the Agency, or the Additional Agent as agent of the Agency, as applicable, was the purchaser, and that the Agency has no financial liability or payment or performance obligations thereunder. The Company shall retain copies of all such contracts, agreements, invoices, bills and purchase orders for a period of not less than six years from the date thereof.

Section 3.2 Limits of Use.

The Company and each Additional Agent's right to purchase and lease Eligible Items shall be subject to the following:

1. The Sales Tax Exemption shall only be utilized for Eligible Items which are purchased, leased, incorporated, completed, installed or used only by the Company at the Facility Realty in connection with completion of the Project (and not with any intention to sell, transfer or otherwise dispose of any such Eligible Item to any other person or entity).
2. The Sales Tax Exemption shall not be used to benefit any person, entity or location (including any tenant or subtenant located at the Facility Realty) other than the Company without the prior written consent of the Agency.
3. The Sales Tax Exemption shall not be used for any Ineligible Item.
4. The Sales Tax Exemption obtained for any material or personalty that is acquired for and incorporated as part of the Project must be property whose title rests in the Agency and is included in the Facility at the Facility Realty (including improvements and equipment) subject to the Lease Agreement.
5. The provisions set forth in Article V and elsewhere in this Agreement.

Section 3.3 Special Provisions Relating to State Sales Tax Savings.

1. Compliance with Special Provisions. The Company covenants and agrees to comply, and to cause each of its contractors, subcontractors, agents, persons or entities to comply, with the requirements of General Municipal Law Sections 875(1) and (3) (the “Special Provisions”), as such provisions may be amended from time to time. In the event of a conflict between the other provisions of this Agreement and the Special Provisions, the Special Provisions shall control.

2. Recovery of Unentitled Sales Tax Savings. The Company acknowledges and agrees that, pursuant to General Municipal Law Section 875(3), the Agency has the right to recover, recapture, receive, or otherwise obtain from the Company, Sales Tax Savings taken or purported to be taken by the Company, any Agent, or any other person or entity acting on behalf of the Company to which the Company is not entitled or which are in excess of the Maximum Sales Tax Savings Amount or which are for property or services not authorized or taken in cases where the Company, any Agent or any other person or entity acting on behalf of the Company, failed to comply with a material term or condition to use property or services in the manner required by this Agreement or the Lease Agreement. The Company shall, and shall require each Agent and any other person or entity acting on behalf of the Company to, cooperate with the Agency in its efforts to recover, recapture, receive, or otherwise obtain such Sales Tax Savings, and shall promptly pay over any such amounts to the Agency that it requests. The failure to pay over such amounts to the Agency shall be grounds for the Commissioner of the NYSDTF to assess and determine State Sales and Use Taxes due from the Company under Article Twenty-Eight of the New York State Tax Law, together with any relevant penalties and interest due on such amounts.

3. Agency Requirements. The Company is hereby notified (provided that such notification is not a covenant or obligation and does not create a duty on the part of the Agency to the Company or any other party) that the Agency is subject to certain requirements under the General Municipal Law, including the following:

(a) In accordance with General Municipal Law Section 875(3)(c), if the Agency recovers, recaptures, receives, or otherwise obtains, any amount of State Sales Tax Savings from the Company, any Agent or other person or entity, the Agency shall, within thirty (30) days of coming into possession of such amount, remit it to the Commissioner, together with such information and report that the Commissioner deems necessary to administer payment over of such amount. The Agency shall join the Commissioner as a party in any action or proceeding that the Agency commences to recover, recapture, obtain, or otherwise seek the return of, State Sales Tax Savings from any Agent, the Company or other person or entity.

(b) In accordance with General Municipal Law Section 875(3)(d), the Agency shall prepare an annual compliance report detailing its terms and conditions described in General Municipal Law Section 875(3)(a) and its activities and efforts to recover, recapture, receive, or otherwise obtain State Sales Tax Savings described in General Municipal Law Section 875(3)(b), together with such other information as the Commissioner and the New York State

Commissioner of Economic Development may require. The report shall be filed with the Commissioner, the Director of the Division of the Budget of The State of New York, the New York State Commissioner of Economic Development, the New York State Comptroller, and may be included with the annual financial statement required by General Municipal Law Section 859(1)(b). Such report required by this subdivision shall be filed regardless of whether the Agency is required to file such financial statement described by General Municipal Law Section 859(1)(b). The failure to file or substantially complete the report required by General Municipal Law Section 875(3)(b) shall be deemed to be the failure to file or substantially complete the statement required by such General Municipal Law Section 859(1)(b), and the consequences shall be the same as provided in General Municipal Law Section 859(1)(e).

(c) Requirements in Subsection Apply to Any State Sales Tax Recovered. The requirements set forth in this subsection shall apply to any amounts of State Sales Tax Savings that the Agency recovers, recaptures, receives, or otherwise obtains, regardless of whether the Agency or the Company, any Agent or other person or entity acting on behalf of the Company, characterizes such benefits recovered, recaptured, received, or otherwise obtained, as a penalty or liquidated or contract damages or otherwise. The requirements set forth in this subsection shall also apply to any interest or penalty that the Agency imposes on any such amounts or that are imposed on such amounts by operation of law or by judicial order or otherwise. Any such amounts or payments that the Agency recovers, recaptures, receives, or otherwise obtains, together with any interest or penalties thereon, shall be deemed to be State Sales and Use Taxes and the Agency shall receive any such amounts or payments, whether as a result of court action or otherwise, as trustee for and on account of the State.

ARTICLE IV
QUARTERLY AND ANNUAL REPORTING

Section 4.1 Reports to the Agency.

(A) Quarterly Sales Tax Exemption Report to the Agency. No later than January 15, April 15, July 15, October 15 of each year and continuing until April 15, 2024, the Company shall: (1) file with the Agency a completed quarterly sales tax registry, in the form attached hereto as Exhibit B, which accounts for all Sales Tax Savings realized by the Company and each Additional Agent during the prior quarter; and (2) deliver to the Agency either (i) a copy of any NYS Form ST-123 (or any successor form) that was filed during the previous quarter with any purchase for which a Sales Tax Exemption is claimed by any Agent, or (ii) a certificate stating that no purchases were made during the previous quarter for which Sales Tax Exemptions were claimed.

(B) Annual Sales Tax Exemption Report to the Agency. No later than January 15th of each year and continuing until January 15, 2025, the Company shall file with the Agency a completed annual sales tax registry, in the form attached hereto as Exhibit C, which accounts for all Sales Tax Savings realized by the Company and each Agent during the prior calendar year. Within ten (10) days after the Agent Termination Date, the Company shall file with the Agency a completed annual sales tax registry which accounts for all Sales Tax Savings realized by the Company and each Agent during the period from the preceding January 1st to the Agent Termination Date.

(C) Independent Accountant Opinion. The Agency may at its sole discretion require the Company to provide an opinion of an Independent Accountant to the effect that such Independent Accountant has reviewed the use by the Company and any Additional Agent of the Sales Tax Exemption for the period covered by this Agreement, and has reviewed the terms and provisions of this Agreement, and has further reviewed the certificate of the Company provided in subsection (A) of this Section and such certificate was properly prepared and accurately reflects the matters certified therein.

(D) Additional Information. Upon request by the Agency with reasonable notice to the Company, the Company shall make available at reasonable times to the Agency and/or the Independent Accountant all such books, records, contracts, agreements, invoices, bills or purchase orders of the Company and any Agent, and require all appropriate officers and employees of the Company to respond to reasonable inquiries by the Agency and/or the Independent Accountant, as shall be necessary (y) to indicate in reasonable detail those costs for which the Company or any Agent shall have utilized the Sales Tax Exemption and the dates and amounts so utilized, and (z) to permit the Agency to determine any amounts owed by the Company under this Agreement.

Section 4.2 Form ST-340 Filing Requirement. No later than February 28 of each year and continuing until February 28, 2025 (or such other date as may be required by the NYSDTF), the Company shall file (in a manner consistent with regulations promulgated by the NYSDTF) a completed Form ST-340 with NYSDTF detailing the value of all the Sales Tax Savings claimed by the Company and each Additional Agent in connection with the Project.

When filing a Form ST-340 pursuant to this Section, the Company shall simultaneously deliver a copy of such Form ST-340 to the Agency.

ARTICLE V
SUSPENSION, EXPIRATION OR TERMINATION OF SALES TAX EXEMPTION;
REIMBURSEMENT OF BENEFITS

Section 5.1 Termination of Agent Status. It is understood and agreed by the parties to this Agreement that the Agency is entering into this Agreement in order to provide Financial Assistance to the Company for the Project and to accomplish the public purposes of the Act. In consideration therefor, the Company hereby agrees that the appointment of the Company and any other entity as Agent under this Agreement and the related entitlement to Financial Assistance provided for in this Agreement shall cease and terminate upon the earliest of: (i) completion of the construction of the Project; (ii) the Expiration Date; (iii) receipt by the Company of the Maximum Sales Tax Savings Amount; or (iv) the occurrence of a default by the Company of any of its obligations hereunder, under the Lease Agreement, under the PILOT Agreement or under any other Project Document which remains uncured for thirty (30) days after written notice by the Agency of such default or, if such default is not susceptible of a cure within thirty (30) days, if the Company is not proceeding with due diligence to cure such default (the “Agent Termination Date”).

Section 5.2 Suspension of Benefits.

(A) The Financial Assistance provided for in this Agreement shall automatically be suspended upon written notice to the Company that the Company is in default under this Agreement, the Lease Agreement, the PILOT Agreement or any other Project Document until such default is cured to the satisfaction of the Agency in accordance with this Agreement, the Lease Agreement, the PILOT Agreement or such other Project Document, as applicable. The Company shall be responsible for notifying each Additional Agent of any suspension of Sales Tax Exemption authorization that may be in effect pursuant to this Section.

Section 5.3 Reimbursement of Benefits to Agency.

(A) Reimbursements of Benefits. It is understood and agreed by the parties to this Agreement that the Agency is entering into this Agreement in order to provide Financial Assistance to the Company for the Project and to accomplish the public purposes of the Act. In consideration therefor, the Company hereby agrees that if a Reimbursement Event (as defined in the Lease Agreement) occurs, the Company shall pay to the Agency as a return of public benefits conferred by the Agency the following amounts upon written demand therefor by the Agency:

1. one hundred percent (100%) of the Sales Tax Savings if the Reimbursement Event occurs on any date from the Commencement Date until (but not including) the fourth (4th) anniversary of the Commencement Date;
2. eighty percent (80%) of the Sales Tax Savings if the Reimbursement Event occurs on any date commencing with the fourth (4th) anniversary of the Commencement Date until (but not including) the sixth (6th) anniversary of the Commencement Date;
3. sixty percent (60%) of the Sales Tax Savings if the Reimbursement Event occurs on any date commencing with the sixth (6th) anniversary of the

Commencement Date until (but not including) the ninth (9th) anniversary of the Commencement Date;

4. forty percent (40%) of the Sales Tax Savings if the Reimbursement Event occurs on any date commencing with the ninth (9th) anniversary of the Commencement Date until (but not including) the tenth (10th) anniversary of the Commencement Date; and

5. zero percent (0%) of the Sales Tax Savings if the Reimbursement Event occurs on or after the tenth (10th) anniversary of the Commencement Date.

(B) Definition of ‘Reimbursement Event’. “Reimbursement Event” shall have the meaning as set forth in Section 8.3(b) of the Lease Agreement. Notwithstanding the foregoing, a Reimbursement Event shall not be deemed to have occurred if the Reimbursement 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 Facility Realty, or (ii) the inability at law of the Company to rebuild, repair, restore or replace the Facility after the occurrence of a Loss Event to substantially its condition prior to such Loss Event, which inability shall have arisen in good faith through no fault on the part of the Company or any Affiliate.

(C) Company Notice Requirements.

1. The Company covenants and agrees to furnish the Agency with prompt written notification upon the occurrence of any Reimbursement Event (including, without limitation, any disposition of the Facility or any portion thereof during the term of this Agreement, or any execution of Tenant Leases for a Non-Qualified Use), which notification shall set forth the terms of such Reimbursement Event.

2. The Company covenants and agrees to furnish the Agency with written notification upon any such disposition of the Facility or any portion thereof made within ten (10) years of its completion, or any execution, or failure to execute, Tenant Leases such as to result in the occurrence of a Reimbursement Event, which notification shall set forth the terms of such disposition or Tenant Lease.

(D) Agency Right to Waive Payments Owed by Company. The Agency, in its sole and absolute discretion, may waive in writing all or any portion of any payment owing by the Company under this Section for any reason, including, without limitation, if the Agency determines that (i) the Reimbursement Event is minor in nature, or (ii) the Company would experience undue hardship. Further, the Agency may, in its sole and absolute discretion, offer the Company a reasonable period of time to cure the conditions resulting in the Reimbursement Event, and rescind the demand notice for payment if the Company cures such conditions to the sole satisfaction of the Agency.

(E) Requirement of Certification of Sales Tax Exemptions. Upon the occurrence of a Reimbursement Event, the Company shall deliver to the Agency, within fifteen (15) days following the date of the Reimbursement Event, a certificate of an authorized officer of the Company identifying the aggregate amount of all Sales Tax Savings received pursuant to this Agreement and the dates on which such Sales Tax Savings were received. If the Company

fails to properly and timely deliver the certificate required by this Section, the Agency shall deem all Sales Tax Savings authorized pursuant to this Agreement to have been received on the Commencement Date.

(F) Survival of Provisions. The provisions of this Section 5.3 shall survive the termination of this Agreement, the Lease Agreement or the PILOT Agreement for any reason whatsoever, notwithstanding any provision of this Agreement to the contrary.

ARTICLE VI
INDEMNIFICATION

Section 6.1 Indemnification.

(A) General. The Company shall at all times protect and hold the Agency harmless of, from and against any and all claims (whether in tort, contract or otherwise), demands, expenses and liabilities of every kind and nature and however caused, and taxes of any kind and by whomsoever imposed, arising out of, resulting from, or in any way connected with the execution or use of this Agreement or any other document or instrument delivered in connection therewith (including, the Existing Mortgage or any Project Document) or the enforcement of any of the terms or provisions thereof or the transactions contemplated thereby; provided, however, that the indemnification set forth above shall not extend to the Agency if gross negligence or willful misconduct on the part of the Agency was the direct cause of loss, damage, injury or liability. The indemnifications set forth in this Section shall be extended, with respect to the Agency, to its members, directors, officers, employees, agents and servants and persons under its control or supervision. The indemnification set forth above shall be binding upon the Company for any and all claims, demands, expenses, liabilities and taxes set forth herein, and shall survive the termination of this Agreement.

(B) Company Release of Agency. The Company releases the Agency from, and agrees that the Agency shall not be liable for, and agrees to indemnify and hold the Agency harmless against, any expense, loss, damage, injury or liability incurred because of any lawsuit commenced as a result of action taken by the Agency with respect to any of the matters set forth above or at the direction of the Company with respect to any of such matters above referred to.

(C) Agent Only For Purposes of Sales Tax Exemption. The Company, any Additional Agent, and any of their affiliates are only agents of the Agency to the extent required to receive Sales Tax Exemptions. In every other manner, the Company, any Additional Agent, and any of their affiliates shall not be deemed an employee, agent or servant of the Agency or a person under the Agency's control or supervision.

ARTICLE VII
MISCELLANEOUS

Section 7.1 No Agency Liability. Any lease, sublease, license, sublicense, contract, invoice, bill or purchase order entered into by the Company or Additional Agent hereunder shall be solely an obligation of the Company and not of the Agency, and the Agency shall have no liability or payment or performance obligations under any such lease, sublease, license, sublicense, contract, invoice or purchase order.

Section 7.2 No Agency Representation. Nothing herein shall be construed as a representation by the Agency that any property acquired as part of the Project is or shall be exempt from sales taxes or use taxes under the laws of the State.

Section 7.3 Audit. Upon reasonable notice by the Agency, the Company shall, at times reasonable to the Agency and the Independent Accountant (i) make available all books and records of the Company, and (ii) require appropriate officers and employees of the Company to respond to reasonable inquiries by the Agency and the Independent Accountant as shall be necessary to indicate in reasonable detail those costs to which the Company shall have utilized this Agreement and the dates and amounts so utilized.

Section 7.4 Company Retention of Records. The Company shall retain copies of all contracts, agreements, invoices, bill and purchase orders for a period of not less than six years from the date thereof.

Section 7.5 Notices. All notices, certificates or other communications hereunder shall be sufficient if sent (i) by registered or certified 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, at

Putnam County Industrial Development Agency
Route 164, Suite 2B
Patterson, New York 12563
Attn: Chairman

(B) if to the Company, at

Brewster Industrial Owner
One Meadowlands Plaza
East Rutherford, New Jersey 07073
Attention: David Weinstein

With a copy to:

Veneziano & Associates
83 Business Park Drive
Armonk, New York 10504
Attention: Daniel D. Tartaglia, Esq.

Each party may, by like notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 7.6 Entire Agreement. Except for the related Project Documents (as identified in Exhibit D hereto), this Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and all prior negotiations and agreements are merged in this Agreement. This Agreement may not be changed, modified or discharged in whole or in part and no oral or executory agreement shall be effective to change, modify or discharge in whole or in part this Agreement or any obligations under this Agreement, unless such agreement is set forth in a written instrument executed by the Company and the Agency. No consent or approval of the Company shall be deemed to have been given or to be effective for any purposes unless such consent or approval is set forth in a written instrument executed by the Company. No consent or approval of the Agency shall be deemed to have been given or to be effective for any purposes unless such consent or approval is set forth in a written instrument executed by the Agency.

Section 7.7 Project Agreement. This Agreement, together with the other Project Documents, comprise the “project agreement” required by the Act.


Section 7.8 Release of Portions of the Facility. Reference is made to certain provisions of the Lease Agreement, including, without limitation, Section 6.3 of the Lease Agreement, whereunder certain portions of the Facility Realty may be released from the property demised under the Company Lease and the Lease Agreement. Upon any such release, all references within this Agreement to “the Facility Realty” or “the Facility” shall be deemed modified to reflect only the Facility Realty and the Facility as shall be subject to the Lease Agreement.

Section 7.9 Term. The term of this Agreement shall expire concurrently with the expiration or earlier termination of the Lease Agreement.

Section 7.10 Survival of Certain Provisions. Notwithstanding the expiration or earlier termination of this Agreement, the provisions of Article V and VI shall survive such expiration or termination until such time as all obligations of the Company thereunder have been satisfied or otherwise discharged.

The signature of a representative of the Company where indicated below will indicate that the Company has accepted the terms hereof.

PUTNAM COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Name: William H. Nulk
Title: Chairman

BREWSTER INDUSTRIAL OWNER, LLC, a
Delaware limited liability company

By: _____
Name: David Weinstein
Title: Authorizxed Signatorys

The signature of a representative of the Company where indicated below will indicate that the Company has accepted the terms hereof.

PUTNAM COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name: William H. Nulk
Title: Chairman

BREWSTER INDUSTRIAL OWNER, LLC, a
Delaware limited liability company

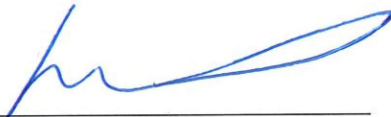
By:  _____
Name: David Weinstein
Title: Authorized Signatorys

EXHIBIT A

[FORM OF SALES TAX AGENT AUTHORIZATION LETTER]

SALES TAX AGENT AUTHORIZATION LETTER

EXPIRATION DATE: [expiration date of this agreement] (or the date of issuance of a temporary certificate of occupancy, if earlier)

ELIGIBLE LOCATION:

101 and 201 Pugsley Road, Brewster, New York 10509

[date of authorization letter]

TO WHOM IT MAY CONCERN

Re: Putnam County Industrial Development Agency
Brewster Industrial Owner, LLC Commercial Campus at Fields Corners
IDA Project No. [IDA Project Number]

Ladies and Gentlemen:

Putnam County Industrial Development Agency (the “Agency”), by this notice, hereby advises you as follows:

1. Pursuant to a certain Sales Tax Exemption Agreement, dated as of March 1, 2023 (the “Agreement”), between the Agency and Brewster Industrial Owner, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the “Company”), the Agency has authorized the Company to act as its agent in connection with the Project described therein located at the location described above. Certain capitalized terms used herein and not defined shall have the respective meanings given to such terms in the Agreement.

2. Upon the Company’s request, the Agency has appointed **[insert name of Agent]** (the “Agent”), pursuant to this Sales Tax Agent Authorization Letter (the “Sales Tax Agent Authorization Letter”) to act as the Agency’s agent for the purpose of effecting purchases exempt from sales or use tax in accordance with the terms, provisions of this Sales Tax Agent Authorization Letter and the Agreement. **The Agent should review the definitions of Eligible Items and Ineligible Items in Exhibit A hereto with respect to the scope of Sales Tax Exemption provided under the Agreement and hereunder.**

3. The effectiveness of the appointment of the Agent as an agent of the Agency is expressly conditioned upon the execution by the Agency of New York State Department of Taxation and Finance Form ST-60 “IDA Appointment of Project or Agent” (“Form ST-60”) to evidence that the Agency has appointed the Agent as its agent (the form of which to be completed by Agent and the Company). Pursuant to the exemptions from sales and use taxes available to the Agent under this Sales Tax Agent Authorization Letter, the Agent shall avail

itself of such exemptions when purchasing eligible materials and services in connection with the Project and shall not include such taxes in its contract price, bid or reimbursable costs, as the case may be.

4. The Agent acknowledges that the executed Form ST-60 shall not serve as a sales or use tax exemption certificate or document. No agent or project operator may tender a copy of the executed Form ST-60 to any person required to collect sales tax as a basis to make such purchases exempt from tax. No such person required to collect sales or use taxes may accept the executed Form ST-60 in lieu of collecting any tax required to be collected. THE CIVIL AND CRIMINAL PENALTIES FOR MISUSE OF A COPY OF FORM ST-60 AS AN EXEMPTION CERTIFICATE OR DOCUMENT OR FOR FAILURE TO PAY OR COLLECT TAX SHALL BE AS PROVIDED IN THE TAX LAW. IN ADDITION, THE USE BY AN AGENT, PROJECT OPERATOR, OR OTHER PERSON OR ENTITY OF SUCH FORM ST-60 AS AN EXEMPTION CERTIFICATE OR DOCUMENT SHALL BE DEEMED TO BE, UNDER ARTICLES TWENTY EIGHT AND THIRTY SEVEN OF THE TAX LAW, THE ISSUANCE OF A FALSE OR FRAUDULENT EXEMPTION CERTIFICATE OR DOCUMENT WITH THE INTENT TO EVADE TAX.

5. As agent for the Agency, the Agent agrees that it will present to each seller or vendor a completed and signed **Form ST-123 “IDA Agent or Project Operator Exempt Purchase Certificate”** or such additional or substitute form as is adopted by NYSDTF for use in completing purchases that are exempt from Sales and Use Taxes (“Form ST-123”) for each contract, agreement, invoice, bill or purchase order entered into by the Agent, as agent for the Agency, for the renovation, repair and equipping of the Project. Form ST-123 requires that each seller or vendor accepting Form ST-123 identify the Project on each bill and invoice and invoice for purchases and indicate on the bill or invoice that the Agency or Agent or the Company, as Project operator of the Agency, was the purchaser. The Agent shall complete Form ST-123 in accordance with the instructions included with such form, and in a manner consistent with the information set forth on Form ST-60. Each seller or vendor accepting Form ST-123 must identify the Project on each bill and invoice and invoice for purchases and indicate on the bill or invoice that the Agent was the purchaser.

6. The Agent agrees to comply with the terms and conditions of the Agreement. The Agent must retain for at least six (6) years from the date of expiration of its Contract copies of (a) its contract with the Company to provide services in connection with the Project, (b) all contracts, agreements, invoices, bills or purchases entered into or made by such Agent using the Letter of Authorization for Sales Tax Exemption, and (c) the executed Form ST-60 appointing the Agent as an agent of the Agency, and shall make such records available to the Agency upon reasonable notice. This provision shall survive the expiration or termination of this Sales Tax Agent Authorization Letter.

7. In order to assist the Company in complying with its obligation to file New York State Department of Taxation and Finance Form ST-340 “Annual Report of Sales and Use Tax Exemptions Claimed by Project Operator of Industrial Development Agency/Authority” (“Form ST-340”), the Agent covenants and agrees that it shall file on a quarterly basis with the Company (no later than January 10th, April 10th, July 10th, October 10th of each calendar year in which it has claimed sales and use tax exemptions in connection with the Project) a written statement of

all sales and use tax exemptions claimed by such Agent for the preceding quarterly period in connection with the Project and the Facility by completing and submitting to the Company the **Quarterly Sales Tax Registry** attached hereto as **Exhibit B**. If the Agent fails to comply with the foregoing requirement, the Agent shall immediately cease to be the agent for the Agency in connection with the Project (such agency relationship being deemed to be immediately revoked) without any further action of the parties, the Agent shall be deemed to have automatically lost its authority to make purchases as agent for the Agency, and shall desist immediately from all such activity.

8. The Agent agrees that if it fails to comply with the requirements for sales and use tax exemptions, as described in this Sales Tax Agent Authorization Letter, it shall pay any and all applicable Sales Tax Savings and any interest and penalties thereon. This provision shall survive the expiration or termination of this Sales Tax Agent Authorization Letter.

9. **Special Provisions Relating to State Sales Tax Savings.**

(a) The Agent covenants and agrees to comply, and to cause each of its contractors, subcontractors, persons or entities to comply, with the requirements of General Municipal Law Sections 875 (3) (the “Special Provisions”), as such provisions may be amended from time to time. In the event of a conflict between the other provisions of this Sales Tax Agent Authorization Letter or the Sales Tax Exemption and Other Benefits Agreement and the Special Provisions, the Special Provisions shall control.

(b) The Agent acknowledges and agrees that the Agency shall have the right to recover, recapture, receive, or otherwise obtain Sales Tax Savings from the Agent that were taken or purported to be taken by the Agent or any other person or entity acting on behalf of the Agent to which Agent or the Company is not entitled or which are in excess of the Maximum Sales Tax Exemption Amount or which are for property or services not authorized or taken in cases where the Company, any Agent or any other person or entity acting on behalf of the Company or the Agent failed to comply with a material term or condition to use property or services in the manner required by this Sales Tax Agent Authorization Letter or the Agreement. The Agent, and any other person or entity acting on behalf of the Agent, shall cooperate with the Agency in its efforts to recover, recapture, receive, or otherwise obtain such Sales Tax Savings and shall promptly pay over any such amounts to the Agency that it requests. The failure to pay over such amounts to the Agency shall be grounds for the Commissioner of the New York State Department of Taxation and Finance (the “Commissioner”) to assess and determine State Sales and Use Taxes due from the Company and/or the Agent under Article Twenty-Eight of the New York State Tax Law, together with any relevant penalties and interest due on such amounts.

(c) The Agent is hereby notified (provided that such notification is not a covenant or obligation and does not create a duty on the part of the Agency to the Agent, the Company or any other party) that the Agency is subject to certain requirements under General Municipal Law, including the following:

(i) If the Agency recovers, recaptures, receives, or otherwise obtains, any amount of State Sales Tax Savings from the Agent, the Agency shall, within thirty days of coming into possession of such amount, remit it to the Commissioner, together with

such information and report that the Commissioner deems necessary to administer payment over of such amount. The Agency shall join the Commissioner as a party in any action or proceeding that the Agency commences to recover, recapture, obtain, or otherwise seek the return of, State Sales Tax Savings from the Agent, the Company or other person or entity.

(ii) In accordance with General Municipal Law Section 875(3)(d), the Agency shall prepare an annual compliance report detailing its terms and conditions described in General Municipal Law Section 875(3)(a) and its activities and efforts to recover, recapture, receive, or otherwise obtain State Sales Tax Savings described in General Municipal Law Section 875(3)(b), together with such other information as the Commissioner and the New York State Commissioner of Economic Development may require. The report shall be filed with the Commissioner, the Director of the Division of the Budget of The State of New York, the New York State Commissioner of Economic Development, the New York State Comptroller, the Putnam County Legislature, and may be included with the Annual financial statement required by General Municipal Law Section 859(1)(b). Such report required by this subdivision shall be filed regardless of whether the Agency is required to file such financial statement described by General Municipal Law Section 859(1)(b). The failure to file or substantially complete the report required by General Municipal Law Section 875(3)(b) shall be deemed to be the failure to file or substantially complete the statement required by such General Municipal Law Section 859(1)(b), and the consequences shall be the same as provided in General Municipal Law Section 859(1)(i).

(d) The foregoing requirements shall apply to any amounts of Sales Tax Savings that the Agency recovers, recaptures, receives, or otherwise obtains, regardless of whether the Agency or the Company or other person or entity acting on behalf of the Company characterizes such benefits recovered, recaptured, received, or otherwise obtained, as a penalty or liquidated or contract damages or otherwise. The foregoing requirements shall also apply to any interest or penalty that the Agency imposes on any such amounts or that are imposed on such amounts by operation of law or by judicial order or otherwise. Any such amounts or payments that the Agency recovers, recaptures, receives, or otherwise obtains, together with any interest or penalties thereon, shall be deemed to be State Sales and Use Taxes and the Agency shall receive any such amounts or payments, whether as a result of court action or otherwise, as trustee for and on account of the State.

10. Subject to the provisions of Section 9 hereof, in the event that the Agent shall utilize the Sales Tax Exemption in violation of the provisions of the Agreement or this Sales Tax Agent Authorization Letter, the Agent shall promptly deliver notice of same to the Company and the Agency, and the Agent shall, upon demand by the Agency, pay to or at the direction of the Agency a return of sales or use tax exemptions in an amount equal to all such unauthorized sales or use tax exemptions together with interest at the rate of twelve percent (12%) per annum compounded daily from the date and with respect to the dollar amount for which each such unauthorized sales or use tax exemption was availed of by the Agent.

11. Upon the occurrence of a determination by the Agency that an event described in Section 5.3(A)(1) of the Agreement has occurred, the Agent must promptly pay to the Agency

(for forwarding to the applicable taxing jurisdictions) a return of all Sales Tax Savings taken by the Agent together with interest at the rate of twelve percent (12%) per annum compounded daily from the date and with respect to the dollar amount for which each such Sales Tax Savings was availed of by the Agent.

12. Upon request by the Agency with reasonable notice to the Agent, the Agent shall make available at reasonable times to the Agency all such books, records, contracts, agreements, invoices, bills or purchase orders of the Agent, and require all appropriate officers and employees of the Agent to respond to reasonable inquiries by the Agency as shall be necessary (y) to indicate in reasonable detail those costs for which the Agent shall have utilized the Sales Tax Exemption and the dates and amounts so utilized, and (z) to permit the Agency to determine any amounts owed by the Agent under Section 10.

13. The Agent represents and warrants that, except as otherwise disclosed to the Agency, none of the Agent, the Principals of the Agent, or any Person that directly or indirectly Controls, is Controlled by, or is under common Control with the Agent:

(a) is in default or in breach, beyond any applicable grace period, of its obligations under any written agreement with the Agency or the County, unless such default or breach has been waived in writing by the Agency or the County, as the case may be;

(b) has been convicted of a misdemeanor related to truthfulness and/or business conduct in the past five (5) years;

(c) has been convicted of a felony in the past ten (10) years;

(d) has received formal written notice from a federal, state or local governmental agency or body that such Person is currently under investigation for a felony criminal offense; or

(e) has received written notice of default in the payment to the County or any taxing jurisdiction within the County of any taxes, sewer rents or water charges, which have not been paid, unless such default is currently being contested with due diligence in proceedings in a court or other appropriate forum.

14. Any lease, sublease, license, sublicense, contract, invoice, bill or purchase order or financing security agreement entered into using this Sales Tax Agent Authorization Letter shall be solely an obligation of the Company and not of the Agency, and the Agency shall have no liability or payment or performance obligations under any such lease, sublease, license, sublicense, contract, invoice or purchase order. The Company shall be solely liable for all obligations of the Agent, and any seller, vendor, contractor, financier or lessor shall look solely to the Company for the performance of all such obligations. The Agency, its members, officers, employees and counsel shall have no liability, including, liability relating to the payment of sales or use tax, or the payment or performance of any of the obligations under any contract, agreement, equipment lease, invoice, bill, purchase order or financing security agreement. In no event shall the Project or any contract, agreement, equipment lease, invoice, bill, purchase order or financing security agreement create any obligation or liability of the Agency beyond its interest in the Project.

As used herein, the following capitalized terms shall have the respective meanings set forth below:

“Control” or “Controls” shall mean the power to direct the management and policies of a Person (x) through the ownership, directly or indirectly, of not less than a majority of its voting securities, (y) through the right to designate or elect not less than a majority of the members of its board of directors or trustees or other Governing Body, or (z) by contract or otherwise.

“County” shall mean Putnam County, New York.

“Entity” shall mean any of a corporation, general partnership, limited liability company, limited liability partnership, joint stock company, trust, estate, unincorporated organization, business association, tribe, firm, joint venture, governmental authority or governmental instrumentality, but shall not include an individual.

“Governing Body” shall mean, when used with respect to any Person, its board of directors, board of trustees or individual or group of individuals by, or under the authority of which, the powers of such Person are exercised.

“Person” shall mean an individual or any Entity.

15. By execution of this Sales Tax Agent Authorization Letter, the Agent agrees to accept the terms hereof and represent and warrant to the Agency that the use of this Sales Tax Agent Authorization Letter by the Agent is strictly for the purposes stated herein.

16. The Agent acknowledges that this Sales Tax Agent Authorization Letter will terminate on the date (the “Termination Date”) that is the earlier of (i) the Expiration Date referred to above, and (ii) the expiration or termination of the Agreement. Upon the Termination Date, the agency relationship between the Agency and the Agent shall terminate.

The signature of a representative of the Agent where indicated below will indicate that the Agent accepted the terms hereof.

**PUTNAM COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: William H. Nulk
Title: Chairman

ACCEPTED AND AGREED TO BY:

_____ **[AGENT]** _____

By: _____
Name:
Title:

Exhibit A

To

SALES TAX AGENT AUTHORIZATION LETTER

Set forth below is a description of items that are eligible for the Sales Tax Exemption

“Eligible Items” means the following items of personal property and services, but excluding any Ineligible Items, with respect to which the Company and any Additional Agent shall be entitled to claim a Sales Tax Exemption in connection with the Project:

- (i) purchases of materials, goods, personal property and fixtures and supplies that will be incorporated into and made an integral component part of the Facility;
- (ii) purchases or leases of any item of materials, goods, machinery, equipment, trade fixtures and other tangible personal property having a useful life of one year or more and to be installed in and made an integral component part of the Facility;
- (iii) with respect to the eligible items identified in clause (ii) of this definition: purchases of freight, installation, maintenance, and repair services required in connection with the shipping, installation, use, maintenance or repair of such items; provided that maintenance shall mean the replacement of parts or the making of repairs;
- (iv) purchases of materials, goods and supplies that are to be used and substantially consumed in the course of construction or renovation of the Project (but excluding fuel, materials or substances that are consumed in the course of operating machinery and equipment or parts containing fuel, materials or substances where such parts must be replaced whenever the substance is consumed);
- (v) leases of machinery and equipment solely for temporary use in connection with the construction or renovation of the Project;
- (vi) certain utility services (gas, propane in containers of 100 pounds or more, electricity, refrigeration, or steam); and
- (vii) motor vehicle or tangible personal property installed in a qualifying motor vehicle, provided that such motor vehicle is garaged at the Project and is used exclusively for delivery of materials or products to and from the Project and has been identified by the Company in the application for financial assistance and related materials and approved by the Agency.

“Ineligible Items” means the following items of personal property and services with respect to which the Company and any Additional Agent shall not be entitled to claim a Sales Tax Exemption in connection with the Project:

- (i) motor vehicles or tangible personal property installed in qualifying motor vehicles, other than those permitted by clause (vii) of the definition of ‘Eligible Items’;
- (ii) personalty not incorporated as a fixture or as construction materials as part of the facility or otherwise having a useful life of one year or less;
- (iii) any cost of utilities, cleaning services or supplies or other ordinary operating costs;
- (iv) fine art and other similar decorative items;
- (v) plants, whether potted or landscaped;
- (vi) ordinary office supplies such as pencils, paper clips and paper;
- (vii) any materials or substances that are consumed in the operation of machinery;
- (viii) equipment or parts containing materials or substances where such parts must be replaced whenever the substance is consumed;
- (ix) replacement of parts that contain materials or substances that are consumed in the operation of such property where such parts must be replaced whenever the substance is consumed;
- (x) inventory or items used in the trade or business; and
- (xi) any personal property or services with respect to the installation, design, construction or construction management of, or the purchase of materials, goods, furniture, furnishings, fixtures and supplies that will be incorporated into or made an integral component relating to, any improvement outside of the Eligible Location, including, but not limited to Pugsley Road, Route 312 and Fields Corner Road, in the Town of Southeast, New York.

EXHIBIT C
Annual Sales Tax Registry

Please Complete: **REPORTED PERIOD:** ANNUAL PERIOD FROM JANUARY 1, 201__ to
 DECEMBER 31, 201__

Description of Item (incl. Serial #,if applicable)	Location of Item	Dollar Amount	Vendor Description	Date of Payment	Purchase order or invoice number	Sales Tax Savings
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QUARTERLY PERIOD [FROM JANUARY 1, [____] to MARCH 31, [____]]						
TOTAL SALES TAX SAVINGS REALIZED DURING THE QUARTERLY PERIOD FROM [JANUARY 1, [____] to MARCH 31, [____]]:						

QUARTERLY PERIOD FROM [APRIL 1, [____] to JUNE 30, [____]]						
TOTAL SALES TAX SAVINGS REALIZED DURING THE QUARTERLY PERIOD FROM [APRIL 1, [____] to JUNE 30, [____]]:						

QUARTERLY PERIOD FROM [JULY 1, [____] to SEPTEMBER 30, [____]]						
TOTAL SALES TAX SAVINGS REALIZED DURING THE QUARTERLY PERIOD FROM [JULY 1, [____] to SEPTEMBER 30, [____]]:						

QUARTERLY PERIOD FROM [OCTOBER 1, [____]] to DECEMBER 31, [____]]						
TOTAL SALES TAX SAVINGS REALIZED DURING THE QUARTERLY PERIOD FROM [OCTOBER 1, [____]] to DECEMBER 31, [____]:]						

TOTAL SALES TAX SAVINGS REALIZED DURING THE ANNUAL REPORTED PERIOD:	
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Certification: I, the undersigned, an authorized officer or principal owner of the Company, hereby certify to the best of my knowledge and belief that all information contained in this report is true and complete. The information reported in this form includes all Sales Tax Savings realized by the Company below and its principals, affiliates, tenants, subtenants, contractors, subcontractors and any other person or entity pursuant to the LETTER OF AUTHORIZATION FOR SALES TAX EXEMPTION issued to the Company, and any SALES TAX AGENT AUTHORIZATION LETTER issued to any other person or entity at the direction of the Company, by the Putnam County Industrial Development Agency.

Company Name: BREWSTER INDUSTRIAL OWNER, LLC

Signature By: _____

Name (print): _____

Title: _____

Date: _____

EXHIBIT D

PROJECT DOCUMENTS

(as each is defined in the Lease Agreement)

Company Lease Agreement

Lease Agreement

Sales Tax Exemption Agreement

PILOT Agreement

PILOT Mortgage

Environmental Indemnity Agreement

Agency Guaranty Agreement