
PAYMENT INLIEU OF TAXES SPLITTER AGREEMENT

Dated as of October 9, 2025 by

and between

BREWSTER INDUSTRIAL OWNER, LLC

and

PUTNAM COUNTY INDUSTRIAL DEVELOPMENT AGENCY

and

THE COUNTY OF PUTNAM

and

THE TOWN OF SOUTHEAST

and

THE BREWSTER CENTRAL SCHOOL DISTRICT

RELATING TO THE FOLLOWING PROJECT

Commercial Campus at Fields Corner Project

Affecting the Premises generally known by the street addresses
101 and 201 Pugsley Road, Brewster, New York 10509
Section 45, Block 1, Lot 5 and Section 45, Block 1, Lot 8.2
on the Official Tax Map of the Town of Southeast

in the County of Putnam,
Town of Southeast and State of New York
as more particularly described in
Appendix A to this Payment in Lieu of Taxes Agreement

PAYMENT IN LIEU OF TAXES SPLITTER AGREEMENT

This **PAYMENT IN LIEU OF TAXES SPLITTER AGREEMENT** (this "Agreement") made as of October 9, 2025, is made 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 (the "Agency"), having its office at 2 Route 164, Suite 2B, Patterson, New York 12563, **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 office at One Meadowlands Plaza, East Rutherford, New Jersey 07073, **THE COUNTY OF PUTNAM**, a municipal corporation of the State of New York (the "County"), having its office at 40 Gleneida Avenue, Carmel, New York 10512, **THE TOWN OF SOUTHEAST**, a municipal corporation of the State of New York, having its office at 1360 Route 22, Brewster, New York (the "Town"), and **THE BREWSTER CENTRAL SCHOOL DISTRICT**, a school district of the State of New York, having its office at 30 Farm-to-Market Road, Brewster, New York 10509 (the "School District") (the County, the Town, and the School District being sometimes hereinafter collectively called the "Municipalities").

WITNESSETH:

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, as amended (together with the Enabling Act, the "Act"), for the benefit of 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 new "project" within the meaning of the Act (as more particularly described in the Lease Agreement, the "Project") within the territorial boundaries of the County and to be 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 Pugsley Road, Brewster, New York 10509 (tax map no. 45-1-5) ("Parcel A") and 201 Pugsley Road, Brewster, New York 10509 (tax map no. 45-1-8.2) ("Parcel B"), as each is described in Exhibit A — "Description of the Land" (the "Premises"); 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

of two buildings thereon aggregating approximately 921,100 square feet of warehouse/logistics space to be leased to end users (the “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 to the Agency by the Company, for sublease by the Agency to the Company, and for sub-sublease by the Company to the End Users; 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 the Company, as lessor, will lease the Premises to the Agency, as lessee, and the Agency will appoint the Company as agent for the Agency for purposes of developing the Project, and the Agency, as lessor, will sublease the Premises back to the Company, as lessee, and, in furtherance of such purposes, on February 21, 2023, the Agency adopted a resolution (the “Authorizing Resolution”) authorizing the Company to proceed with the Project; and

WHEREAS, the Agency has determined that the Project is considered an extremely significant project which is vital to the health and well-being of the County and the Putnam County region, and in consideration of the additional enhancements the Company is bringing to the area, including the two buildings that are a substantial portion of the Project, as well as the time and expense incurred for preparation and development of the Project site, and the requirements for occupancy of the facilities, a deviation from the Agency’s Uniform Tax Exemption Policy is warranted; and

WHEREAS, on March 17, 2023, the Company and the Agency entered into a Company Lease Agreement, dated as of March 1, 2023, as the same may be amended (the “Company Lease”), pursuant to which the Company, as lessor, leased the Premises to the Agency, as lessee; and

WHEREAS, on March 17, 2023, the Agency and the Company entered into a Lease Agreement, dated as March 1, 2023, as the same may be amended (the “Lease Agreement”), pursuant to which the Agency, as lessor, subleased the Premises to the Company, as lessee; 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 if the Agency does not provide such financial assistance, the Project would be impeded; and

WHEREAS, the Enabling Act authorizes the Agency to provide financial assistance in the form of payments in lieu of taxes, subject to the terms and conditions of the Act; and

WHEREAS, pursuant to Section 874(1) of the Act and Section 412-a of the Real Property Tax Law, the Agency is exempt from payment of taxes and assessments imposed on real property and improvements owned by it or under its jurisdiction, supervision or control (the “Tax Exemption”), including taxes and assessments imposed by the State of New York, the County of Putnam, the Town of Southeast, and the Brewster Central School District

(collectively, the "Municipalities") other than special ad valorem levies and special assessments; and

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

WHEREAS, the Agency, the Company and the Municipalities entered into that certain PILOT Agreement dated November 1, 2024 (the "Pilot Agreement") annexed hereto as Exhibit B; and

WHEREAS, the Company has entered into a transaction for the sale of Parcel A, said part being 101 Pugsley Road, Brewster, New York 10509, Section 45, Block 1, Lot 5 on the Official Tax Map of the Town of Southeast; and

WHEREAS, the Company, the Agency and the Municipalities are desirous of severing, splitting and dividing this agreement so as to constitute two separate obligations as set forth herein.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements of the parties herein contained, and the mutual promises of the parties hereto, and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, it is agreed as follows:

1. The aforesaid PILOT Agreement dated November 1, 2024 be and the same is hereby severed, split and divided into two separate and distinct Agreements so that each shall constitute one PILOT Agreement only upon the designated parcel as follows:
 - (a) PILOT Agreement Parcel A, which applies to Parcel A, 101 Pugsley Road, Brewster, New York 10509, Town of Southeast Tax Map Section 45, Block 1, Lot 5;
 - (b) PILOT Agreement Parcel B, which applies to Parcel B, 201 Pugsley Road, Brewster, New York 10509, Town of Southeast Tax Map Section 45, Block 1, Lot 8.2.
2. Each of PILOT Agreement Parcel A and PILOT Agreement Parcel B, shall and do hereby, incorporate and are subject to, except as herein modified, all the terms and conditions of the PILOT Agreement dated November 1, 2024 as set forth in Exhibit B, except as set forth herein.
3. Nothing herein shall extinguish, impair, limit, discharge, cancel or diminish the terms and obligations of the PILOT Agreement dated November 1, 2024, except as herein modified, as herein split, severed and divided, and such severance shall be effective as of the date of this Agreement.
4. The liabilities and obligations of the Company under the Pilot Agreement Parcel A are solely and exclusively associated with Parcel A, run with Parcel

A and do not affect Parcel B. Parcel A shall not be subject to any liability or obligation whatsoever for any liabilities or obligations related to Parcel B. The liabilities and obligations of the Company under the Pilot Agreement Parcel B are solely and exclusively associated with Parcel B, run with Parcel B and do not affect Parcel A. Parcel B shall not be subject to any liability or obligation whatsoever for any liabilities or obligations related to Parcel A.

5. A default with respect to obligations pertaining to Parcel A under the Original Pilot Agreement shall not constitute a default, event of default or breach, with respect to the obligations pertaining to Parcel B, nor shall the same create any liability or obligation for Parcel B. A default with respect to obligations pertaining to Parcel B under the Original Pilot Agreement shall not constitute a default, event of default or breach, with respect to the obligations pertaining to Parcel A, nor shall the same create any liability or obligation for Parcel A. For the avoidance of doubt, the parties acknowledge and agree that there is no cross-collateralization of any obligations between Parcel A and Parcel B under any related security instrument.
6. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard or giving effect to the principles of conflicts of laws thereof.
7. This Agreement may be executed by one or more parties in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
8. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

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

**PUTNAM COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
William H. Nulk
Chairman

BREWSTER INDUSTRIAL OWNER, LLC

By: _____
David Weinstein
Authorized Signatory

COUNTY OF PUTNAM

By: _____
William Carlin
Commissioner of Finance

TOWN OF SOUTHEAST

By: _____
Nick Durante
Supervisor

BREWSTER CENTRAL SCHOOL DISTRICT

By: _____
Michelle Gosh, Ed.D.
Superintendent of Schools

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Chairman

BREWSTER INDUSTRIAL OWNER, LLC

By: _____
David Weinstein
Authorized Signatory

By: William Carlin Jr.
William Carlin
Commissioner of Finance

TOWN OF SOUTHEAST

By: _____
Nick Durante
Supervisor

**BREWSTER CENTRAL SCHOOL
DISTRICT**

By: _____
Michelle Gosh, Ed.D.
Superintendent of Schools

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Chairman

BREWSTER INDUSTRIAL OWNER, LLC

By: _____
David Weinstein
Authorized Signatory

COUNTY OF PUTNAM

By: _____
William Carlin
Commissioner of Finance

TOWN OF SOUTHEAST

By: *Nick Durante*
Nick Durante
Supervisor

**BREWSTER CENTRAL SCHOOL
DISTRICT**

By: _____
Michelle Gosh, Ed.D.
Superintendent of Schools

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**PUTNAM COUNTY INDUSTRIAL
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By: _____
William H. Nulk
Chairman

BREWSTER INDUSTRIAL OWNER, LLC

By: _____
David Weinstein
Authorized Signatory

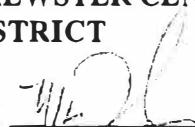
COUNTY OF PUTNAM

By: _____
William Carlin
Commissioner of Finance

TOWN OF SOUTHEAST

By: _____
Nick Durante
Supervisor

**BREWSTER CENTRAL SCHOOL
DISTRICT**

By: 
Michelle Gosh, Ed.D.
Superintendent of Schools

APPENDIX A

Description of the Premises

As to the IDA Leased Parcels:

Premises demised under Company Lease Agreement (the "Company Lease") dated as of March 1, 2023 made by and between Brewster Industrial Owner LLC, as Lessor and Putnam County Industrial Development Agency, as Lessee, a Memorandum of which is dated March 17, 2023 and recorded March 22, 2023 in Book 2313 Page 28; said premises being bounded and described as follows:

TRACT 1 (For Information Only-Town of Southeast Tax Map No. 45.-1-5):

ALL that certain parcel of land situate in the Town of Southeast, County of Putnam and State of New York which is designated LOT 2, as shown on that certain map entitled "Final Subdivision Plat, Commercial Campus at Fields Corner..." which was filed in the Putnam County Clerk's Office on November 3, 2023 as Map No. 3233, that is described as follows:

BEGINNING at the point in the westerly line of Pugsley Road as realigned at the easterly terminus of the division line between Lot 2 on the north and Lot I on the south as shown on that certain map entitled "Final Subdivision Plat, Commercial Campus at Fields Corner..." which was filed in the Putnam County Clerk's Office on November 3, 2023 as Map No. 3233. THENCE from the said point of beginning along said division line and generally along the centerline of a stone wall:

1. S 77°24'13" W 154.83 feet;
2. S 76°35'37" W 93.37 feet;
3. S 02°11'24" E 38.33 feet;
4. S 88°00'17" W 153.40 feet;
5. S 86°15'51" W 116.71 feet;
6. N 83°05'38" W 61.23 feet; and
7. N 83°46'31" W 111.77 feet to a point;

THENCE continuing, partially along said division line, partially along the now or formerly of The County of Putnam and generally along the centerline of a stone wall:

1. N 85°29'18" W 123.00 feet;
2. N 81°36'30" W 104.56 feet;
3. N 84°22'37" W 47.93 feet;
4. S 72°00'20" W 20.41 feet;
5. S 37°43'04" W 31.36 feet;
6. S 18°17'19" W 20.81 feet;
7. S 07°33'28" W 66.38 feet;
8. S 07°19'59" W 170.27 feet;
9. S 29°47'07" W 102.59 feet;
10. S 16°19'20" W 173.85 feet;
11. S 24°07'53" W 48.15 feet;
12. S 22°17'29" W 250.36 feet;
13. S 41°29'27" W 12.65 feet;
14. S 64° 10'42" W 59.60 feet;

15. N 73°06'49" W 347.56 feet,
16. N 78°29'51" W 297.78 feet; and
17. N 74°52'52" W 476.98 feet to a point;

THENCE along Lot 3 as shown on the aforementioned Filed Map No. 3233:

1. N 15°07'00" E 950.00 feet;
2. S 74°53'00" E 805.00 feet;
3. N 37°43'00" E 248.00 feet;
4. N 72°00'00" E 282.00 feet;
5. N 14°40'00" W 1,350.00 feet; and
6. N 80°32'00" E 785.37 feet to a point in the westerly line of Pugsley Road as realigned.

THENCE along the westerly line of Pugsley Road as realigned, S 30°20'00" E 51.41 feet, on a tangent curve to the right, the central angle of which is 15°40'00", the radius of which is 770.00 feet for 210.54 feet and S 14°40'00" E 1,614.77 feet to the point or place of BEGINNING.

TRACT 2 (For Information Only- Town of Southeast Tax Map No. 45.-1-8.2):

(Town of Southeast Tax Map No. 45.-1-8.2)
prepared for
Brewster Industrial Owner, LLC

ALL that certain parcel of land situate in the Town of Southeast, County of Putnam and State of New York which is designated **LOT 3**, as shown on that certain map entitled "Final Subdivision Plat, Commercial Campus at Fields Corner..." which was filed in the Putnam County Clerk's Office on November 3, 2021 as Map No. 3233 and 3233A, which is described as follows:

BEGINNING at the point in the westerly line of Pugsley Road as realigned at the easterly terminus of the division line between Lot 3 on the north and Lot 2 on the south as shown on that certain map entitled "Final Subdivision Plat, Commercial Campus at Fields Corner..." which was filed in the Putnam County Clerk's Office on November 3, 2021 as Map No. 3233 and 3233A. **THENCE** from the said point of beginning along said division line

S 80°32'00" W 785.37 feet,
S 14°40'00" E 1,350.00 feet,
S 72°00'00" W 282.00 feet,
S 37°43'00" W 248.00 feet,
N 74°53'00" W 805.00 feet and

S 15°07'00" W 950.00 feet

to a point and the lands now or formerly of The County of Putnam. Thence along said lands and generally along the centerline of a stone wall

N 89°37'33" W 108.69 feet,
N 84°01'26" W 20.18 feet,
S 87°18'42" W 10.33 feet,
N 88°09'36" W 119.98 feet and
N 77°12'03" W 366.41 feet

to a point in the easterly line of Barrett Road, now abandoned. Thence along the easterly line of Barrett Road and generally along the road face of a stone wall

N 28°43'26" W 22.20 feet,
N 15°36'54" W 20.21 feet,

N 01°25'49" E 56.47 feet,
N 07°58'20" E 80.36 feet,
N 26°11'31" E 58.22 feet,

N 36°54'21" E 94.03 feet,
N 40°53'01" E 35.03 feet,
N 47°45'35" E 58.40 feet and
N 63°20'24" E 97.63 feet

to a point. Thence crossing Barrett Road

N 26°39'36" W 33.42 feet

to a point in the road face of a stone wall. Thence along the lands formerly of Christy Associates, now as shown on that certain map entitled "Subdivision Plat Hunter's Glen Condominium: Formerly Christy Farms Condominium..." which was filed in the Putnam County Clerk's Office on July 8, 1988 as Map No. 1875V and generally along the centerline of a stone wall and a wire fence

N 11°47'57" W 106.43 feet,
N 14°15'35" W 28.00 feet,
N 09°32'11" W 61.27 feet,
N 23°54'50" W 44.55 feet,
N 34°48'42" W 100.20 feet,

N 39°56'37" W 43.58 feet,
N 37°25'56" W 166.54 feet,
N 15°12'27" W 49.16 feet,
N 30°52'22" W 158.84 feet,
N 52°02'29" E 14.02 feet,

N 64°26'27" E 46.70 feet,
N 00°34'21" E 60.21 feet,
N 45°31'34" W 41.26 feet,
N 03°23'27" W 35.17 feet,
N 07°00'35" E 42.98 feet,

N 01°05'53" E 91.22 feet,
N 05°37'42" E 78.27 feet,
N 16°39'38" E 59.52 feet,
N 63°13'51" W 42.86 feet,
N 53°56'27" W 26.23 feet,

N 16°22'26" W 23.07 feet,
N 06°28'15" W 31.24 feet,
N 16°38'48" W 42.52 feet,
N 28°54'58" W 43.59 feet,
N 05°56'34" W 22.03 feet,

N 07°37'57" E 27.14 feet,
N 09°03'59" W 38.00 feet,
N 22°25'34" W 41.11 feet,
N 18°34'14" W 21.20 feet,
N 00°52'29" W 21.05 feet,

N 12°34'03" E 24.62 feet,
N 27°33'17" E 33.02 feet,
N 66°43'29" E 8.64 feet,
S 72°06'03" E 18.96 feet,
N 45°36'29" E 47.93 feet,

N 56°26'23" E 17.49 feet,
N 15°44'29" E 25.69 feet,
N 23°31'39" W 14.10 feet,
N 78°57'05" W 53.07 feet,
N 18°48'01" E 44.26 feet,

N 41°02'02" E 20.30 feet,
N 11°34'49" E 99.21 feet,
N 15°59'40" E 35.23 feet,
N 10°11'29" E 40.00 feet,
N 12°41'49" E 59.13 feet,

N 13°01'33" E 74.06 feet,
N 09°30'38" E 24.00 feet,
N 13°12'36" E 80.08 feet,
N 04°43'47" E 11.96 feet,
N 16°35'51" W 123.23 feet,

N 09°55'45" W 18.03 feet,
N 17°40'56" W 75.24 feet,
N 15°13'45" W 54.04 feet,
N 09°17'35" W 30.07 feet and
N 20°59'24" W 28.67 feet

to the intersection of a stone wall. Thence continuing along said lands and generally along the centerline of a stone wall

N 82°08'58" E 190.32 feet,
N 81°40'21" E 39.52 feet,
N 81°35'49" E 104.58 feet,
N 88°33'01" E 13.34 feet,
N 75°33'33" E 15.61 feet and

N 82°19'04" E 607.83 feet

to the intersection of a stone wall. Thence continuing along said lands and generally along the centerline of a stone wall

N 06°56'45" W 63.25 feet,
N 08°01'46" W 100.12 feet,
N 10°44'47" W 311.46 feet,
N 10°12'25" W 213.46 feet,
N 09°05'37" W 12.27 feet,

N 25°27'22" W 9.03 feet,
N 22°26'20" W 100.06 feet,
N 21°38'13" W 100.03 feet,
N 22°06'21" W 201.32 feet,
N 31°53'33" W 23.82 feet,

N 35°35'17" W 150.25 feet,
N 34°22'43" W 126.56 feet and
S 54°28'21" W 23.33 feet

to a point and the lands formerly of Santinelli and now as shown on that certain map entitled "Final Subdivision Map for Twin Brook Manor...", which was filed in the Putnam County Clerk's Office on March 11, 1987 as Map No. 2215. Thence along said lands and generally along the centerline of a stone wall

N 51°23'25" W 9.08 feet,
N 03°46'38" W 24.21 feet,
N 12°18'48" W 59.09 feet,
N 08°41'31" W 65.66 feet,
N 10°25'18" W 89.23 feet,
N 22°20'55" E 121.65 feet and
N 29°13'31" E 33.95 feet

to an intersection of a stone wall and the lands now or formerly of Consolato. Thence along said lands of Consolato and continuing generally along the centerline of a stone wall

N 66°39'53" E 81.98 feet,
N 84°15'01" E 139.47 feet,
N 82°28'36" E 492.40 feet,
N 85°27'53" E 36.01 feet and
S 86°53'55" E 361.28 feet

to a point in the westerly line of Fields Corner Road. Thence along the westerly line of Fields Corner Road and generally along the road face of a stone wall

S 03°26'19" W 34.17 feet,
S 00°26'02" W 149.52 feet,
N 88°18'08" W 2.00 feet,
S 00°16'25" W 110.13 feet,
S 21°06'15" E 86.07 feet,
S 17°32'45" E 140.03 feet,
S 21°24'47" E 128.13 feet and
S 39°04'18" E 65.24 feet

to a point. Thence along "Lands to be Dedicated to the Town of Southeast for Highway Purposes" as shown on the aforementioned Filed Map No. 3233 and 3233A

S 09°43'00" E 55.00 feet,
S 27°16'00" W 45.00 feet,
S 17°44'00" E 57.00 feet,
S 62°44'00" E 30.00 feet,
S 75°45'00" E 38.00 feet,
N 59°15'00" E 57.00 feet and
N 14°15'00" E 70.00 feet

to a point in the westerly line of Fields Corner Road. Thence along the westerly line of Fields Corner Road and generally along the road face of a stone wall

S 75°45'05" E 37.08 feet,
S 70°19'05" E 32.46 feet,
S 59°00'17" E 44.66 feet,
S 51°55'33" E 19.83 feet,
S 27°19'43" E 15.37 feet,

S 08°03'13" E 100.44 feet and

S 10°22'17" E 97.83 feet

to a point. Thence leaving said road line on a tie line

S 79°37'43" W 141.72 feet (tie)

to a point in the easterly line of Lot 3A-2 as shown on the aforementioned Filed Map No. 3233 and 3233A

on a non-tangent curve to the left, the center of which bears S73°53'22"W, the central angle of which is 360°00'00", the radius of which is 100.00 feet for 628.32 feet

to the westerly end of the aforementioned tie line. Thence back along said tie line

N 79°37'43" E 141.72 feet (tie)

to a point in the westerly line of Fields Corner Road. Thence continuing along the westerly line of Fields Corner Road and generally along the road face of a stone wall

S 10°22'17" E 471.60 feet,
S 25°49'45" E 178.57 feet,
S 18°14'14" E 112.30 feet and
S 15°28'54" E 1.66 feet

to a point in the westerly line of Pugsley Road as realigned. Thence along the westerly line of Pugsley Road as realigned

S 30°20'00" E 711.23 feet

to the point or place of beginning, containing 163.736 acres, more or less.

Prepared by

BADEY & WATSON

Surveying & Engineering, D.P.C.

3063 Route 9

Cold Spring, New York 10516

(845) 265-9217 (voice)

(877) 3.141593

www.Badey-Watson.com

EXHIBIT A

PARCEL A – 101 Pugsley Road, Brewster, New York 10509, Tax Map No. 45.-1-5:

ALL that certain parcel of land situate in the Town of Southeast, County of Putnam and State of New York which is designated LOT 2, as shown on that certain map entitled "Final Subdivision Plat, Commercial Campus at Fields Corner..." which was filed in the Putnam County Clerk's Office on November 3, 2023 as Map No. 3233, that is described as follows:

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8. S 77°24'13" W 154.83 feet;
9. S 76°35'37" W 93.37 feet;
10. S 02°11'24" E 38.33 feet;
11. S 88°00'17" W 153.40 feet;
12. S 86°15'51" W 116.71 feet;
13. N 83°05'38" W 61.23 feet; and
14. N 83°46'31" W 111.77 feet to a point;

THENCE continuing, partially along said division line, partially along the now or formerly of The County of Putnam and generally along the centerline of a stone wall:

18. N 85°29'18" W 123.00 feet;
19. N 81°36'30" W 104.56 feet;
20. N 84°22'37" W 47.93 feet;
21. S 72°00'20" W 20.41 feet;
22. S 37°43'04" W 31.36 feet;
23. S 18°17'19" W 20.81 feet;
24. S 07°33'28" W 66.38 feet;
25. S 07°19'59" W 170.27 feet;
26. S 29°47'07" W 102.59 feet;
27. S 16°19'20" W 173.85 feet;
28. S 24°07'53" W 48.15 feet;
29. S 22°17'29" W 250.36 feet;
30. S 41°29'27" W 12.65 feet;
31. S 64° 10'42" W 59.60 feet;

32. N 73°06'49" W 347.56 feet,
33. N 78°29'51" W 297.78 feet; and
34. N 74°52'52" W 476.98 feet to a point;

THENCE along Lot 3 as shown on the aforementioned Filed Map No. 3233:

7. N 15°07'00" E 950.00 feet;
8. S 74°53'00" E 805.00 feet;
9. N 37°43'00" E 248.00 feet;
10. N 72°00'00" E 282.00 feet;
11. N 14°40'00" W 1,350.00 feet; and
12. N 80°32'00" E 785.37 feet to a point in the westerly line of Pugsley Road as realigned.

THENCE along the westerly line of Pugsley Road as realigned, S 30°20'00" E 51.41 feet, on a tangent curve to the right, the central angle of which is 15°40'00", the radius of which is 770.00 feet for 210.54 feet and S 14°40'00" E 1,614.77 feet to the point or place of BEGINNING.

PARCEL B – 201 Pugsley Road, Brewster, New York 10509, Tax Map No. 45.-1-8.2:

(Town of Southeast Tax Map No. 45.-1-8.2)

**prepared for
Brewster Industrial Owner, LLC**

ALL that certain parcel of land situate in the Town of Southeast, County of Putnam and State of New York which is designated **LOT 3**, as shown on that certain map entitled "Final Subdivision Plat, Commercial Campus at Fields Corner..." which was filed in the Putnam County Clerk's Office on November 3, 2021 as Map No. 3233 and 3233A, which is described as follows:

BEGINNING at the point in the westerly line of Pugsley Road as realigned at the easterly terminus of the division line between Lot 3 on the north and Lot 2 on the south as shown on that certain map entitled "Final Subdivision Plat, Commercial Campus at Fields Corner..." which was filed in the Putnam County Clerk's Office on November 3, 2021 as Map No. 3233 and 3233A. **THENCE** from the said point of beginning along said division line

S 80°32'00" W 785.37 feet,
S 14°40'00" E 1,350.00 feet,
S 72°00'00" W 282.00 feet,
S 37°43'00" W 248.00 feet,
N 74°53'00" W 805.00 feet and

S 15°07'00" W 950.00 feet

to a point and the lands now or formerly of The County of Putnam. Thence along said lands and generally along the centerline of a stone wall

N 89°37'33" W 108.69 feet,
N 84°01'26" W 20.18 feet,
S 87°18'42" W 10.33 feet,
N 88°09'36" W 119.98 feet and
N 77°12'03" W 366.41 feet

to a point in the easterly line of Barrett Road, now abandoned. Thence along the easterly line of Barrett Road and generally along the road face of a stone wall

N 28°43'26" W 22.20 feet,
N 15°36'54" W 20.21 feet,

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N 01°25'49" E 56.47 feet,
N 07°58'20" E 80.36 feet,
N 26°11'31" E 58.22 feet,

N 36°54'21" E 94.03 feet,
N 40°53'01" E 35.03 feet,
N 47°45'35" E 58.40 feet and
N 63°20'24" E 97.63 feet

to a point. Thence crossing Barrett Road

N 26°39'36" W 33.42 feet

to a point in the road face of a stone wall. Thence along the lands formerly of Christy Associates, now as shown on that certain map entitled "Subdivision Plat Hunter's Glen Condominium: Formerly Christy Farms Condominium..." which was filed in the Putnam County Clerk's Office on July 8, 1988 as Map No. 1875V and generally along the centerline of a stone wall and a wire fence

N 11°47'57" W 106.43 feet,
N 14°15'35" W 28.00 feet,
N 09°32'11" W 61.27 feet,
N 23°54'50" W 44.55 feet,
N 34°48'42" W 100.20 feet,

N 39°56'37" W 43.58 feet,
N 37°25'56" W 166.54 feet,
N 15°12'27" W 49.16 feet,
N 30°52'22" W 158.84 feet,
N 52°02'29" E 14.02 feet,

N 64°26'27" E 46.70 feet,
N 00°34'21" E 60.21 feet,
N 45°31'34" W 41.26 feet,
N 03°23'27" W 35.17 feet,
N 07°00'35" E 42.98 feet,

N 01°05'53" E 91.22 feet,
N 05°37'42" E 78.27 feet,
N 16°39'38" E 59.52 feet,
N 63°13'51" W 42.86 feet,
N 53°56'27" W 26.23 feet,

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N 16°22'26" W 23.07 feet,
N 06°28'15" W 31.24 feet,
N 16°38'48" W 42.52 feet,
N 28°54'58" W 43.59 feet,
N 05°56'34" W 22.03 feet,

N 07°37'57" E 27.14 feet,
N 09°03'59" W 38.00 feet,
N 22°25'34" W 41.11 feet,
N 18°34'14" W 21.20 feet,
N 00°52'29" W 21.05 feet,

N 12°34'03" E 24.62 feet,
N 27°33'17" E 33.02 feet,
N 66°43'29" E 8.64 feet,
S 72°06'03" E 18.96 feet,
N 45°36'29" E 47.93 feet,

N 56°26'23" E 17.49 feet,
N 15°44'29" E 25.69 feet,
N 23°31'39" W 14.10 feet,
N 78°57'05" W 53.07 feet,
N 18°48'01" E 44.26 feet,

N 41°02'02" E 20.30 feet,
N 11°34'49" E 99.21 feet,
N 15°59'40" E 35.23 feet,
N 10°11'29" E 40.00 feet,
N 12°41'49" E 59.13 feet,

N 13°01'33" E 74.06 feet,
N 09°30'38" E 24.00 feet,
N 13°12'36" E 80.08 feet,
N 04°43'47" E 11.96 feet,
N 16°35'51" W 123.23 feet,

N 09°55'45" W 18.03 feet,
N 17°40'56" W 75.24 feet,
N 15°13'45" W 54.04 feet,
N 09°17'35" W 30.07 feet and
N 20°59'24" W 28.67 feet

to the intersection of a stone wall. Thence continuing along said lands and generally along the centerline of a stone wall

N 82°08'58" E 190.32 feet,
N 81°40'21" E 39.52 feet,
N 81°35'49" E 104.58 feet,
N 88°33'01" E 13.34 feet,
N 75°33'33" E 15.61 feet and

N 82°19'04" E 607.83 feet

to the intersection of a stone wall. Thence continuing along said lands and generally along the centerline of a stone wall

N 06°56'45" W 63.25 feet,
N 08°01'46" W 100.12 feet,
N 10°44'47" W 311.46 feet,
N 10°12'25" W 213.46 feet,
N 09°05'37" W 12.27 feet,

N 25°27'22" W 9.03 feet,
N 22°26'20" W 100.06 feet,
N 21°38'13" W 100.03 feet,
N 22°06'21" W 201.32 feet,
N 31°53'33" W 23.82 feet,

N 35°35'17" W 150.25 feet,
N 34°22'43" W 126.56 feet and
S 54°28'21" W 23.33 feet

to a point and the lands formerly of Santinelli and now as shown on that certain map entitled "Final Subdivision Map for Twin Brook Manor...", which was filed in the Putnam County Clerk's Office on March 11, 1987 as Map No. 2215. Thence along said lands and generally along the centerline of a stone wall

N 51°23'25" W 9.08 feet,
N 03°46'38" W 24.21 feet,
N 12°18'48" W 59.09 feet,
N 08°41'31" W 65.66 feet,
N 10°25'18" W 89.23 feet,
N 22°20'55" E 121.65 feet and
N 29°13'31" E 33.95 feet

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to an intersection of a stone wall and the lands now or formerly of Consolato. Thence along said lands of Consolato and continuing generally along the centerline of a stone wall

N 66°39'53" E 81.98 feet,
N 84°15'01" E 139.47 feet,
N 82°28'36" E 492.40 feet,
N 85°27'53" E 36.01 feet and
S 86°53'55" E 361.28 feet

to a point in the westerly line of Fields Corner Road. Thence along the westerly line of Fields Corner Road and generally along the road face of a stone wall

S 03°26'19" W 34.17 feet,
S 00°26'02" W 149.52 feet,
N 88°18'08" W 2.00 feet,
S 00°16'25" W 110.13 feet,
S 21°06'15" E 86.07 feet,
S 17°32'45" E 140.03 feet,
S 21°24'47" E 128.13 feet and
S 39°04'18" E 65.24 feet

to a point. Thence along "Lands to be Dedicated to the Town of Southeast for Highway Purposes" as shown on the aforementioned Filed Map No. 3233 and 3233A

S 09°43'00" E 55.00 feet,
S 27°16'00" W 45.00 feet,
S 17°44'00" E 57.00 feet,
S 62°44'00" E 30.00 feet,
S 75°45'00" E 38.00 feet,
N 59°15'00" E 57.00 feet and
N 14°15'00" E 70.00 feet

to a point in the westerly line of Fields Corner Road. Thence along the westerly line of Fields Corner Road and generally along the road face of a stone wall

S 75°45'05" E 37.08 feet,
S 70°19'05" E 32.46 feet,
S 59°00'17" E 44.66 feet,
S 51°55'33" E 19.83 feet,
S 27°19'43" E 15.37 feet,

S 08°03'13" E 100.44 feet and

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S 10°22'17" E 97.83 feet

to a point. Thence leaving said road line on a tie line

S 79°37'43" W 141.72 feet (tie)

to a point in the easterly line of Lot 3A-2 as shown on the aforementioned Filed Map No. 3233 and 3233A

on a non-tangent curve to the left, the center of which bears S73°53'22"W, the central angle of which is 360°00'00", the radius of which is 100.00 feet for 628.32 feet

to the westerly end of the aforementioned tie line. Thence back along said tie line

N 79°37'43" E 141.72 feet (tie)

to a point in the westerly line of Fields Corner Road. Thence continuing along the westerly line of Fields Corner Road and generally along the road face of a stone wall

S 10°22'17" E 471.60 feet,
S 25°49'45" E 178.57 feet,
S 18°14'14" E 112.30 feet and
S 15°28'54" E 1.66 feet

to a point in the westerly line of Pugsley Road as realigned. Thence along the westerly line of Pugsley Road as realigned

S 30°20'00" E 711.23 feet

to the point or place of beginning, containing 163.736 acres, more or less.

Prepared by

BADEY & WATSON

Surveying & Engineering, D.P.C.

3063 Route 9

Cold Spring, New York 10516

(845) 265-9217 (voice)

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