

TOWN OF RIVERHEAD INDUSTRIAL DEVELOPMENT AGENCY

and

20 WEST MAIN LLC

FIRST AMENDMENT TO PAYMENT IN LIEU OF TAX AGREEMENT
DATED OCTOBER 22, 2015

Dated as of January __, 2017

This FIRST AMENDMENT PAYMENT IN LIEU OF TAX AGREEMENT ("FIRST AMENDMENT") dated as of October 22, 2015 is made this ____ day of January, 2017, by and between the TOWN OF RIVERHEAD INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation and an industrial development agency of the State of New York (the "State") duly organized and existing under the laws of the State, having its office at the Town of Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York 11901 (the "Agency"), and 20 WEST MAIN LLC, a limited liability company authorized to do business in the State of New York, having an office at 147 East 61st Street, Ground Floor, New York, NY 10065 (the "Company").

WITNESSETH:

WHEREAS, the Payment In Lieu of Tax Agreement ("PILOT Agreement") dated as of October 22, 2015 was duly executed and entered into by the Company and the Agency, a true and complete copy of which is annexed hereto as Exhibit A and incorporated herein as though fully set forth which Payment In Lieu of Tax Agreement is currently in full force and effect, and

WHEREAS, by written request the Company seeks permission to make bi-annual payment in lieu of tax payments, and

WHEREAS, it is desirable and necessary to amend the PILOT Agreement dated as of October 22, 2015.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto hereby formally covenant, agreement and bind themselves as follows, to wit:

The PILOT Agreement dated as of October 22, 2015 is hereby ratified and confirmed in all respects subject to the following additions and deletions:

ARTICLE II

COVENANTS AND AGREEMENTS

Delete in its entirety Section 2.02 Payments in Lieu of Taxes and replace with new Section 2.02 as follows:

Section 2.02 Payments in Lieu of Taxes.

Agreement to Make Payments. The Company agrees that it shall make, or cause to be made, PILOT Payments in lieu of Real Estate Taxes to the Agency with respect to a partial abatement of real property taxes by granting a real property tax abatement equal to the assessed value of the improvements, subject to completion of the improvements detailed below, for a period of ten years, effective for the 2016/2017 tax billing year. PILOT payments shall be calculated and paid on the land assessment and the improvement assessment or such great amount as set forth herein. Abatement of the improvement assessment shall be granted upon completion of the first floor improvements, and completion and leasing of each of the second and third floor improvements with at least one tenant per floor, one-third each, listed in Schedule B

by December 2, 2015, or anniversary thereof, at the address and to the attention of the person set forth in Section 5.03 hereof for remittal by the Agency to each affected taxing jurisdiction, being the Town of Riverhead, the County of Suffolk, the Riverhead Central School District and the Riverhead Fire District, in amounts, as determined solely by the Agency, equal to the percentage which the tax levy of each such taxing jurisdiction is of the total tax levy of all such taxing jurisdictions, as shown upon the Town of Riverhead Tax Receiver's rate sheet for the year in which such PILOT Payments are payable. The amount calculated to be the Annual PILOT Payment shall be divided in half, and one half shall be due and payable no later than January 10th, with the payment of applicable Agency fee and the second half shall be due and payable no later than May 31st of each year in which PILOT payments are payable hereunder, after which installment date such payments shall accelerate and become due in full with penalties and interest as set forth herein. If any portion of the facility is operated for a use which would not be eligible for IDA benefits under New York Law, the real property tax abatement shall be reduced, and the Payment In Lieu of Tax Payment increased based on the pro-rata floor area of the non-permitted use for the tax year of such use.

Maximum PILOT. Notwithstanding anything else contained herein, the PILOT Payments due under this PILOT Agreement shall not exceed the Real Estate Taxes that would have been due from the Company during each period that this PILOT Agreement is in effect if the Land and the Project were owned by the Company and were not leased to the Agency during such period.

(a) Method of Payment. All payments hereunder shall be paid by check made payable to the order of the Agency in then lawful money of the United States of America.

(b) Interest and Penalties. If the Company shall fail to make any payment required by this PILOT Agreement when due, its obligation to make the payment so in default shall continue as an obligation of the Company until such payment in default shall have been made in full, and the Company shall pay the same together with interest and penalties thereon, to the extent permitted by law, at the rate per annum which would be payable if such amounts were delinquent Real Estate Taxes at the rate provided by applicable law or laws, until so paid in full.

IN WITNESS WHEREOF, the Agency and the Company have caused this FIRST AMENDMENT TO PILOT AGREEMENT DATED AS OF OCTOBER 22, 2015 to be executed in their respective names as of the date first set forth above.

TOWN OF RIVERHEAD INDUSTRIAL
DEVELOPMENT AGENCY

By: _____

Thomas Cruso,
Chairman

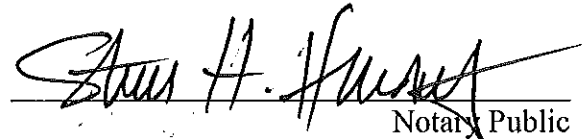
20 WEST MAIN LLC

By:  _____

Georgia Malone,
Managing Member

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

On the 19 day of January in the year 2017 before me, the undersigned, a notary public in and for said State, personally appeared Georgia Malone personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

Steven H. Hurowitz
Notary Public, State of New York
No. 01HU4691211
Qualified in Queens County
Certificate Filed in New York County
Commission Expires April 30, 2019

STATE OF NEW YORK

)

) ss.:

COUNTY OF SUFFOLK

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On the day of January in the year 2017 before me, the undersigned, a notary public in and for said State, personally appeared Thomas Cruso personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Exhibit A

Copy of Payment In Lieu of Tax Agreement Dated As Of October 22, 2015

1.09.17

#_____ AUTHORIZES EXECUTION OF FIRST AMENDMENT TO PILOT
AGREEMENT DATED AS OF OCTOBER 22, 2015 WITH 20 WEST MAIN LLC

_____ offered the following resolution which was seconded by
_____.

WHEREAS, a Payment In Lieu of Tax Agreement dated as of October 22, 2015 with 20 West Main LLC ("Company") was duly executed and entered into by the Company and the Agency, and

WHEREAS, by written request the Company seeks permission to make bi-annual payment in lieu of tax payments, and

WHEREAS, it is desirable and necessary to amend the PILOT Agreement dated as of October 22, 2015 to permit Company's request.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman be and hereby is authorized to execute the attached First Amendment to Payment In Lieu of Tax Agreement dated as of October 22, 2015 with 20 West Main LLC.