
UNIFORM PROJECT AND PAYMENT AGREEMENT

by and between

NEW YORK CITY INDUSTRIAL DEVELOPMENT AGENCY

and

850 THIRD AVENUE OWNER, LLC

Dated as of June 13, 2025

New York City Industrial Development Agency
2025 850 Third Avenue Owner, LLC Project

Affecting the Land generally known by the street address
850 Third Avenue, New York, New York 10022
Borough of Manhattan, Block 1306 and Lot 33

in the County of New York,
City and State of New York
as more particularly described in
Exhibit A to this Uniform Project and Payment Agreement
on the Official Tax Map of New York County

UNIFORM PROJECT AND PAYMENT AGREEMENT

This **UNIFORM PROJECT AND PAYMENT AGREEMENT**, dated as of June 13, 2025 (this “**Agreement**”), is by and between **NEW YORK CITY INDUSTRIAL DEVELOPMENT AGENCY**, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, duly organized and existing under the laws of the State of New York, having its principal office at One Liberty Plaza, New York, New York 10006 (the “**Agency**”), party of the first part, and 850 Third Avenue Owner, LLC, a limited liability company organized and existing under the laws of the State of Delaware, having its principal office in New York City at 850 Third Avenue, New York, New York 10022 (the “**Lessee**”), party of the second part (capitalized terms used herein shall have the respective meanings assigned to such terms throughout this Agreement or the Agency Lease (as defined below)).

WITNESSETH:

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies in the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and furnish land, any building or other improvement, and all real and personal properties, including machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, to the end that such agencies may be able to promote, develop, encourage, assist and advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their prosperity and standard of living; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act, the Agency was established by the Agency Act for the benefit of the City and the inhabitants thereof; and

WHEREAS, to accomplish the purposes of the Act, the Agency has entered into negotiations with the Lessee for a “project” within the meaning of the Act within the territorial boundaries of the City and constituting the Facility; and

WHEREAS, the Project will further the purposes of the Act and promote job opportunities for the benefit of the City and the inhabitants thereof; and

WHEREAS, to facilitate the Project, the Agency and the Lessee have entered into negotiations to enter into a Straight-Lease Transaction pursuant to which (i) the Lessee leased the Facility Realty to the Agency pursuant to a certain Company Lease Agreement, dated as of June 1, 2025, between the Lessee and the Agency (as the same may be amended or supplemented, the “**Company Lease**”), and (ii) the Agency subleased the Facility Realty, and leased the Facility Personalty, to the Lessee pursuant to a certain Agency Lease Agreement, dated as of June 1, 2025, between the Agency and the Lessee (as the same may be amended or supplemented, the “**Agency Lease**”); and

WHEREAS, in furtherance of the Straight-Lease Transaction, the Agency adopted its Inducement Resolution and its Authorizing Resolution inducing and authorizing the undertaking of the Project and the Project Work, the lease of the Facility Realty by the Lessee to the Agency and the sublease of the Facility Realty and the lease of the Facility Personalty by the Agency to the Lessee; and

WHEREAS, the provision by the Agency of Financial Assistance to the Lessee through a Straight-Lease Transaction has been determined to be necessary to induce the Lessee to renovate, furnish and equip the Facility for the Approved Project Operations; and if the Agency does not provide such Financial Assistance, the Lessee could not feasibly proceed with the Project; and

WHEREAS, in consideration for such Financial Assistance and Benefits conferred by the Agency, the Lessee shall agree pursuant to this Agreement to make certain payments to or at the direction of the Agency, including PILOT payments, Recapture Amounts and indemnification payments to the Agency, all pursuant to the provisions herein;

NOW, THEREFORE, in consideration of the premises and the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

Section 1.1 Definitions. The following capitalized terms shall have the respective meanings specified for purposes of this Agreement.

Act shall mean, collectively, the Enabling Act and the Agency Act.

Additional Improvements shall mean any buildings, structures, foundations, related facilities, fixtures, and other improvements constructed, erected, placed and/or installed on, under and/or above the Land, when such improvements are not part of the Project Work and are assessed by NYCDOF after the first assessment following the Project Completion Date, including but not be limited to all replacements, improvements, additions, extensions and substitutions to the Existing Improvements and/or the Project Improvements, but excluding any fit out, reconfiguration of space or other Tenant related work within the Existing Improvements or Project Improvements that does not result in an increase to the real property tax assessment of the Facility Realty through a “physical increase” (i.e., an increase to the assessed value of the Facility Realty due to physical improvements to the Facility Realty).

Agency shall have the meaning set forth in the Introductory Paragraph.

Agency Act shall mean Chapter 1082 of the 1974 Laws of New York, as amended.

Agency Lease shall have the meaning set forth in the Recitals.

Agency Lease Event of Default shall have the meaning ascribed to the term “Event of Default” in Section 9.1 of the Agency Lease.

Agency Lease Termination Date shall mean such date on which the Agency Lease may terminate pursuant to its terms and conditions prior to the Expiration Date.

Agreement shall mean this Uniform Project and Payment Agreement, dated as of June 13, 2025, between the Agency and the Lessee, and shall include any and all amendments hereof and supplements hereto hereafter made in conformity herewith.

Application Date shall mean the date on which the Inducement Resolution was adopted with respect to the Lessee's application for Financial Assistance.

Approved Facility shall mean the Facility as renovated and operated by the Lessee substantially for the Approved Project Operations, all to be effected in accordance with the Agency Lease.

Approved Project Operations shall mean the operation and leasing, and subleasing by the Lessee of the Facility Realty for commercial use and retail use, in each case subject to the limitations in the Agency Lease and in the Act.

Authorized Representative shall mean, (i) in the case of the Agency, the Chairperson, Vice Chairperson, Treasurer, Assistant Treasurer, Secretary, Assistant Secretary, Executive Director, Deputy Executive Director or General Counsel, or any other officer or employee of the Agency who is authorized to perform specific acts or to discharge specific duties, (ii) in the case of the Lessee, a person named in Exhibit C – "Authorized Representative" to the Agency Lease, or any other officer, partner, director or employee of the Lessee who is authorized to perform specific duties hereunder or under any other Project Document and of whom another Authorized Representative of the Lessee has given written notice to the Agency, and (iii) in the case of any Guarantor which shall constitute an Entity, a person named in Exhibit C – "Authorized Representative" to the Agency Lease, or any other officer, partner, director or employee of such Guarantor who is authorized to perform specific duties hereunder or under any other Project Document and of whom another Authorized Representative of such Guarantor has given written notice to the Agency; provided, however, that in each case for which a certification or other statement of fact or condition is required to be submitted by an Authorized Representative to any Person pursuant to the terms of this Agreement or any other Project Document, such certificate or statement shall be executed only by an Authorized Representative in a position to know or to obtain knowledge of the facts or conditions that are the subject of such certificate or statement.

Authorizing Resolution shall mean the resolution of the Agency adopted on January 23, 2024 providing for Financial Assistance and authorizing the Project Documents to which the Agency is a party.

Benefits shall mean, collectively, and subject to the respective maximum amounts permitted therefor under the Project Documents: (i) all PILOT Benefits realized by the Lessee on and after the PILOT Commencement Date, and (ii) all miscellaneous monetary benefits derived from the Agency's participation in the Straight-Lease Transaction contemplated by this Agreement, including any exemption from any applicable Mortgage Recording Taxes, Sales and Use Taxes, and filing and recording fees.

City shall mean The City of New York, New York.

Claims shall have the meaning set forth in Section 5.1(a).

Commencement Date shall mean June 13, 2025, on which date this Agreement was executed and delivered.

Company Lease shall have the meaning set forth in the Recitals.

Completion Deadline shall mean the fourth (4th) anniversary of the Commencement Date, provided that the Agency acting in its sole discretion may extend the Completion Deadline for up to two (2) additional one (1) year periods.

Control or Controls, including the related terms “controlled by” and “under common control with,” 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; provided, however, that the right to approve or disapprove customary major decisions of an Entity shall not be deemed to be Control of an Entity notwithstanding that a Person or a group of Persons collectively beneficially own, directly or indirectly, more than a majority of the equity interests in such Entity.

Development Documents shall have the meaning set forth in the Agency Lease.

Eligible Items shall have the meaning set forth in the Agency Lease.

Enabling Act shall mean the New York State Industrial Development Agency Act, constituting Title I of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended.

Event of Default shall have the meaning set forth in Section 6.1(a).

Existing Improvements shall mean, if any, all buildings, structures, foundations, related facilities, fixtures, and other improvements erected, placed and/or situated on, over and/or under the Land and existing on the Application Date, other than all or any part of the foregoing that (i) is intended to be demolished as part of the Project Work, and (ii) is in fact demolished by the Completion Deadline.

Expiration Date shall mean June 30, 2046.

Facility shall mean, collectively, the Facility Personalty and the Facility Realty.

Facility Personalty shall mean those Eligible Items consisting of personal property described in Exhibit B – “Facility Personalty” to the Agency Lease, together with all repairs, replacements, improvements, substitutions and renewals thereof or therefor, and all parts, additions and accessories incorporated therein or affixed thereto. Facility Personalty shall, in accordance with the provisions of Sections 3.6 and 6.4 of the Agency Lease, include all property substituted for or replacing items of Facility Personalty and exclude all items of Facility Personalty so substituted for or replaced, and further exclude all items of Facility Personalty removed as provided in Section 3.6 of the Agency Lease.

Facility Realty shall mean, collectively, the Land and the Improvements.

Financial Assistance shall have the meaning assigned to that term in the Enabling Act.

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.

Hazardous Materials shall include any petroleum, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 5101, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, or regulation.

Improvements shall mean, collectively, the Existing Improvements, the Project Improvements and any Additional Improvements, if any, and all other replacements, restorations and repairs to any of the foregoing.

Indemnified Parties shall have the meaning set forth in Section 5.1(a).

Inducement Resolution shall mean the resolution of the Agency adopted on January 23, 2024 inducing the Project.

Land shall mean that certain lot, piece or parcel of land in the Borough of Manhattan, Block 1306 and Lot 33, generally known by the street address 850 Third Avenue, New York, New York, all as more particularly described in Exhibit A - "Description of the Land", together with all easements, rights and interests now or hereafter appurtenant or beneficial thereto; but excluding, however, any real property or interest therein released pursuant to Section 8.10(c) of the Agency Lease.

Lessee shall mean 850 Third Avenue Owner, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and its successors and assigns; provided, however, that nothing contained in this definition shall be deemed to limit or modify the obligations of the Lessee under Section 8.9 or 8.20 of the Agency Lease.

Liability shall have the meaning set forth in Section 5.1(a).

LL97 Requirements shall mean the requirements for energy emission reductions set forth under Sections 28-320 and 28-321 of the New York City Administrative Code, or any successor provisions.

Loss Event shall have the meaning specified in Section 6.1 of the Agency Lease.

Mortgage Recording Tax Exemption Amount shall mean an amount with respect to all or a portion of the Mortgage Recording Taxes that would have otherwise been payable with respect

to the Exempt Mortgage in the absence of the Agency's exemption, which shall not exceed the Maximum Mortgage Recording Tax Exemption Amount.

Mortgage Recording Taxes shall mean those taxes imposed by the City and the State upon the recording of mortgages against real property in the City.

Net Present Value shall mean the net present value calculated as of the PILOT Commencement Date using a discount rate of 6.25%.

Person shall mean an individual or any Entity.

PILOT shall mean payments in lieu of Real Estate Taxes with respect to the Facility Realty.

PILOT Benefits shall mean, for any period of determination, the dollar amount of all benefits that accrued during such period due to the exemption from Real Estate Taxes resulting from the Agency's leasehold interest in the Facility Realty, such amount to be computed by subtracting (y) the aggregate amount of PILOT paid by the Lessee during such period from (z) Real Estate Taxes that would have been levied by the City on the Facility Realty, as reduced by As-of-Right Benefits, during such period in the absence of the Agency's leasehold interest in the Facility Realty.

PILOT Payment Default shall mean that particular Event of Default described and set forth in Section 6.1(a)(i).

Project shall mean the renovation, equipping and furnishing of an existing 530,414 square-foot commercial building on the Land and the acquisition and installation of machinery and equipment in connection therewith; and the subleasing, occupancy, use and operation, through and until the Expiration Date, of the Facility Realty as a commercial facility for the Approved Project Operations.

Project Application Information shall mean the eligibility application and questionnaire submitted to the Agency by or on behalf of the Lessee for approval by the Agency of the Project and the providing of Financial Assistance by the Agency therefor, together with all other letters, documentation, reports and financial information submitted in connection therewith.

Project Completion Date shall mean the date which an Authorized Representative of the Lessee certifies to the Agency by signing and delivering to the Agency a certification substantially in the form set forth in Exhibit G – "Form of Project Completion Certificate" to the Agency Lease, together with all attachments required thereunder (including a certification of the Independent Construction Consultant), that the Project Work has been finished and the Project Improvements shall have been completed substantially in accordance with the Basis of Design and any other plans and specifications therefor, and the Lessee shall have provided the Agency with a copy of a temporary or permanent certificate of occupancy issued by the New York City Department of Buildings, subject to the review, verification and acceptance of such certification and related documentation by the Agency, in its sole discretion.

Project Documents shall mean the Company Lease, the Agency Lease, this Agreement, the Guaranty Agreement, the PILOT Mortgage, the Sales Tax Agent Authorization Letter, each Mortgage, each Mortgage Note and any Subordination Agreement.

Project Improvements shall mean all alterations, additions and other improvements to the Existing Improvements resulting from the Project Work.

Project Work shall mean the work required to complete the construction and/or renovation portion of the Project as such work is further explained by reference to the Development Documents.

Recapture Amount shall have the meaning specified in Section 4.1(a).

Recapture Event shall mean any one of the following events: (i) the failure by the Lessee to cause the Project Completion Date to occur by the Completion Deadline; (ii) the failure of the Lessee to meet the Minimum Capital Investment Threshold prior to the MCIT Deadline, (iii) prior to the Project Completion Date, the Lessee shall have sold, transferred or disposed of, directly or indirectly, all or substantially all of the Facility (other than an assignment or transfer occurring in connection with a Foreclosure Event provided the conditions in Section 9.9(c) of the Agency Lease have been met, including, without limitation, the approval of the Agency's Board of Directors), or a change in Control of the Lessee shall have occurred, and (iv) the Facility shall have ceased to be used for the Approved Project Operations and/or the Lessee shall have substantially changed the scope and nature of its operations at the Facility. Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event is deemed, in the sole discretion of the Agency, to be a cause of undue hardship to the Lessee were the Agency to recapture any Benefits, including, but not limited to, Recapture Events arising as a direct, immediate result of (x) force majeure as defined in Section 11.1 of the Agency Lease, (y) a taking or condemnation by governmental authority of all or substantially all of the Facility Realty, or (z) the inability at law of the Lessee to rebuild, repair, restore or replace the Facility Realty 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 Lessee or any Affiliate.

Recapture Percentage shall have the meaning specified in Section 4.1(a).

Recapture Period shall mean the period of time commencing on the Commencement Date, and expiring on the date which is the tenth anniversary of the Project Completion Date.

Sales and Use Taxes shall mean City 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 Savings shall mean all Sales Tax Exemption savings realized by or for the benefit of the Lessee, including any savings realized by any Agent, pursuant to the Agency Lease and each Sales Tax Agent Authorization Letter issued in connection with the Project.

State shall mean the State of New York.

State Sales and Use Taxes shall mean sales and compensating use taxes and fees imposed by Article 28 or 28-A of the New York State Tax Law but excluding such taxes imposed in a city by Section 1107 or 1108 of such Article 28, as the same may be amended from time to time.

Straight-Lease Transaction shall have the meaning assigned to that term in the Enabling Act.

Tenant shall mean any subtenant, sub-subtenant or permittee occupying all or a portion of the Facility Realty, which shall include an I/A Tenant, a CC Tenant and a Retail Tenant (each as defined in the Agency Lease).

Tenant Lease shall mean any agreement with a Tenant relating to the use and occupancy of all or a portion of the Facility Realty.

Termination Date shall mean such date on which this Agreement may terminate pursuant to its terms and conditions prior to the Expiration Date.

Total Improvements USF shall mean the total USF of the Improvements, which as of the Commencement Date is estimated to be 468,609 USF upon completion of the Project Improvements based on the Project Architect's Certificate provided by the Project Architect and delivered to the Agency on or before the Commencement Date.

Usable Square Footage or Usable Square Feet or USF shall mean square footage within the Improvements, including revenue-generating below-grade, cellar and sub-surface space, excluding (i) public elevator shafts and elevator machines and their enclosing walls; (ii) public stairs shafts and elevator machines and their enclosing walls; (iii) heating, ventilating and air conditioning facilities (including pipes, ducts and shafts) and their enclosing walls, except equipment, mechanical room space or shafts serving a specific floor; (iv) fire towers and fire tower courts and their enclosing walls; (v) main telephone equipment rooms and main electrical switchgear rooms, except telephone equipment, and electric switchgear serving a specific floor; and (vi) with respect to revenue-generating below grade, cellar and sub-surface space, excluding machine rooms and pump rooms and their enclosing walls, electrical switchgear rooms and their enclosing walls, telephone equipment rooms and their enclosing walls, and all space devoted to servicing the operation of the Improvements, i.e., cleaning contractors, storage, building maintenance shop, building engineers' office, etc.

Section 1.2 Construction. In this Agreement, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" shall mean after the Commencement Date.

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships and limited liability partnerships), trusts, corporations, limited liability companies and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless the context requires otherwise, references to designated “Appendices,” “Sections” and other subdivisions are to the designated Appendices, Sections and other subdivisions of or to this Agreement.

(f) The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”.

(g) The word “will” shall be construed to have the same meaning and effect as the word “shall”.

(h) Any definition of or reference to any agreement, instrument or other document herein shall be construed to refer to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth therein or herein).

(i) Any reference to any Person, or to any Person in a specified capacity, shall be construed to include such Person’s successors and assigns or such Person’s successors in such capacity, as the case may be.

ARTICLE II

Section 2.1 Acknowledgments of the Lessee. The Lessee acknowledges that:

(a) In connection with the Project, the Lessee will receive the following types of Financial Assistance by reason of the Agency’s participation in the Project: (i) PILOT Benefits with an estimated Net Present Value of \$52,567,939 as more particularly set forth in Article III of this Agreement; (ii) Sales Tax Savings in an amount not to exceed \$3,092,600 and (iii) a Mortgage Recording Tax Exemption Amount in an amount not to exceed \$1,438,680.

(b) The Financial Assistance described herein is subject to suspension, modification, discontinuance and/or recapture, as more particularly set forth in Article III and Article IV of this Agreement.

(c) The description of the Project (as defined in Section 1.1 hereof) is true, correct and complete.

(d) Undertaking the Project is anticipated to serve the public purposes of the Act by preserving permanent, private sector jobs or increasing the overall number of permanent, private sector jobs in the State.

(e) The Lessee acknowledges, based on the certificate of the Project Architect delivered on or before the Commencement Date, that the Total Improvements USF is 468,609.

Section 2.2 Covenants, Certifications and Representations of the Lessee.

(a) The Lessee shall provide annually to the Agency on August 1 of each year commencing August 1, 2026, a certified statement and supporting documentation:

(i) enumerating the full-time equivalent jobs retained and the full-time equivalent jobs created as a result of the Financial Assistance described in Section 2.1(a) above, by category, including full-time equivalent independent contractors or employees of independent contractors that work at the Facility; and

(ii) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that were provided in the Project Application Information are still accurate and, if not still accurate, providing a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created, and an explanation for why the averages or ranges provided in the Project Application Information are not still accurate.

(b) The Lessee does hereby certify, under penalty of perjury, that it is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

(c) The representations and warranties of the Lessee contained in Article II of the Agency Lease are true and correct.

ARTICLE III

Section 3.1 Payments in Lieu of Real Estate Taxes.

(a) Real Estate Taxes to be Paid Prior to PILOT Commencement Date. Until the PILOT Commencement Date (or such later date as the Facility Realty is determined to be exempt from Real Estate Taxes), the Lessee shall pay to the City all Real Estate Taxes in respect of the Facility Realty for the periods of time occurring prior to such date at such times, in such manner and in such amounts as would be applicable if the Facility Realty were not leased to the Agency.

(b) PILOT Generally

(i) The following terms shall have the respective meanings in this Section 3.1.

Additional Improvements PILOT shall have the meaning set forth in Section 3.1(f) herein.

Additional PILOT shall have the meaning set forth in Section 3.1(i)(1)(B) herein.

Adjusted PILOT Amount shall mean, with respect to the determination of PILOT for any semi-annual period with respect to Land, Existing Improvements, Project Improvements or Additional Improvements, as applicable, an amount equal to the Full PILOT Amount for such semi-annual period applicable to Land, Existing Improvements, Project Improvements or Additional Improvements, respectively, as adjusted by (y) any Qualified As-of-Right Benefit applicable thereto, and (z) any reduction in such Qualified As-of-Right Benefit over the prescribed term of such benefit.

As-of-Right Benefit shall mean, for any period of determination, any as-of-right incentives that would otherwise be applied in the absence of the Agency's interest in the Facility Realty to reduce Real Estate Taxes applicable to the Facility Realty and for which the Agency has been advised by NYCDOF that the Lessee has met all application, eligibility and qualification requirements.

Cessation Date shall mean the date on which the Facility Realty is no longer exempt from Real Estate Taxes by operation of law, including, but not limited to, by reason (i) the expiration (on the Expiration Date) or sooner termination of the Company Lease and the demise conveyed thereunder; and/or (ii) the expiration (on the Expiration Date) or sooner termination of the Agency Lease and the demise conveyed thereunder.

City Tax Fiscal Year shall mean each annual period commencing on July 1 and ending on the immediately succeeding June 30, or such other annual period as shall be established by lawful authority as the City's "tax fiscal year" or its equivalent.

Daily Non-Qualified USF Amount shall have the meaning set forth in Section 3.1(i)(3)(B)(ii) herein.

Daily Qualified USF Amount shall have the meaning set forth in Section 3.1(i)(3)(B)(i) herein.

Emissions Civil Penalty Amount shall have the meaning set forth in Section 3.1(i)(1)(A) herein.

Excluded As-of-Right Benefit shall mean any As-of-Right Benefit that is either (i) not allowed by law for any period for which the Facility Realty is exempt from Real Estate Taxes because it is leased or controlled by the Agency or (ii) whose application arises from the eligibility and acceptance of the Project Improvements under the As-of-Right Benefit program in question.

Existing Improvements Abatement Amount shall mean, with respect to any semi-annual period, an amount equal to (y) the Adjusted PILOT Amount for Existing Improvements for such period minus (z) the Stabilized PILOT Amount for Existing Improvements for such period, but not less than zero.

Existing Improvements PILOT shall have the meaning specified in Section 3.1(d) herein.

Full PILOT Amount shall mean, with respect to any semi-annual period, an amount equal to Real Estate Taxes that would have been levied by the City in the absence of the Agency's interest in the Facility Realty, without giving effect to any As-of-Right Benefit.

Land Abatement Amount shall mean, with respect to any semi-annual period, an amount equal to the Adjusted PILOT Amount applicable to the Land for such period minus the Stabilized PILOT Amount applicable to the Land for such period, but not less than zero.

Land PILOT shall have the meaning set forth in Section 3.1(c).

Non-Qualified USF shall mean the USF of the Improvements that are occupied by Tenants and/or sublessees in violation of Section 8.9(b) of the Agency Lease.

NYCDOF shall mean the New York City Department of Finance.

PILOT Bill shall mean the semi-annual statement of account sent by NYCDOF for the payment of PILOT for the immediately succeeding semi-annual period in respect of the Facility Realty. For purposes of clarification, PILOT must be paid not less than seven (7) Business Days prior to the commencement of the semi-annual period to which a PILOT Bill relates. NYCDOF will send PILOT Bills to the Lessee prior to the due dates therefor, but failure to receive a PILOT Bill shall not relieve, or otherwise affect, the obligation of the Lessee to pay the amount of PILOT required under this Agreement.

PILOT Commencement Date shall mean July 1, 2026.

PILOT Depository shall mean The Bank of New York Mellon, a banking corporation organized and existing under the laws of the State of New York, or its successors.

PILOT Payment Default shall mean that particular Event of Default described and set forth in Section 6.1(a)(i).

PILOT Reconciliation shall have the meaning set forth in Section 3.1(j).

PILOT Term shall mean the period commencing on the PILOT Commencement Date and ending on the earlier of the Termination Date, the Agency Lease Termination Date or the Expiration Date.

Project Improvements Abatement Amount shall mean, with respect to any semi-annual period, an amount equal to the Adjusted PILOT Amount for Project Improvements for such period.

Project Improvements PILOT shall have the meaning set forth in Section 3.1(e) herein.

Qualified As-of-Right Benefit shall mean an As-of-Right Benefit other than an Excluded As-of-Right Benefit.

Qualified USF shall mean the USF of the Improvements other than Non-Qualified USF.

Real Estate Taxes shall mean real property taxes levied by the City on real property within the City.

Stabilized PILOT Amount shall mean, with respect to the determination of PILOT for any semi-annual period for Land or Existing Improvements, as applicable, an amount equal to the

Adjusted PILOT Amount applicable to the Land or Existing Improvements, respectively, for the semi-annual period that includes the Application Date, provided that if the Adjusted PILOT Amount as of such date includes a reduction as a result of any Qualified As-of-Right Benefit, such amount shall be adjusted as such Qualified As-of-Right Benefit decreases over its prescribed term.

(ii) It is recognized that under the provisions of the Act the Agency is required to pay no Real Estate Taxes upon any of the property acquired by it or under its jurisdiction or control or supervision or upon its activities. The Agency and the Lessee agree, however, that the Lessee shall be required to pay PILOT with respect to the Facility Realty in accordance with the provisions of this Section 3.1.

(iii) The Agency makes no representation as to the availability of an exemption or abatement from Real Estate Taxes for the Facility Realty. The Lessee acknowledges that the Agency has not represented the availability of any such exemption or abatement for the Facility Realty, and the Lessee hereby releases the Agency from any claim arising from any loss of the Financial Assistance that was contemplated hereunder.

(iv) The Lessee acknowledges that PILOT will equal the Full PILOT Amount until such time as all Real Estate Taxes due prior to the PILOT Commencement Date are paid in full, including any interest that may be due thereon.

(v) The Agency shall have no obligation to take any action to correct any defect or deficiency that may prevent the Facility Realty from being recognized as exempt from Real Estate Taxes by the City.

(vi) The Agency, in its sole discretion and in furtherance of the purposes of the Act, may waive, in whole or in part, the payment of PILOT for good cause shown.

(vii) Notwithstanding any other provision of this Agreement, if a PILOT calculation results in a negative amount due for any period of calculation, PILOT shall be deemed to equal zero for such period and the Lessee shall not be entitled to any credit or refund.

(viii) The Agency will not provide PILOT Benefits with respect to any equipment at the Facility that is identified by NYCDOF as Real Estate Utility Company (REUC) property.

(c) Land PILOT.

During the PILOT Term, the Lessee shall pay PILOT with respect to the Land (“**Land PILOT**”) in the amounts described below.

(i) For each semi-annual period occurring within the period commencing on the PILOT Commencement Date to and including June 30, 2042, Land PILOT shall equal (1) the Adjusted PILOT Amount with respect to Land minus (2) the Land Abatement Amount.

(ii) For each semi-annual period occurring within the period commencing on July 1, 2042 to and including June 30, 2043, Land PILOT shall equal (1) the

Adjusted PILOT Amount with respect to the Land minus (2) the product of (y) 0.80 and (z) the Land Abatement Amount.

(iii) For each semi-annual period occurring within the period commencing on July 1, 2043 to and including June 30, 2044, Land PILOT shall equal (1) the Adjusted PILOT Amount with respect to the Land minus (2) the product of (y) 0.60 and (z) the Land Abatement Amount.

(iv) For each semi-annual period occurring within the period commencing on July 1, 2044 to and including June 30, 2045, Land PILOT shall equal (1) the Adjusted PILOT Amount with respect to the Land minus (2) the product of (y) 0.40 and (z) the Land Abatement Amount.

(v) For each semi-annual period occurring within the period commencing on July 1, 2045 to and including June 30, 2046, Land PILOT shall equal the Adjusted PILOT Amount with respect to the Land minus the product of (y) 0.20 and (z) the Land Abatement Amount.

(d) Existing Improvements PILOT.

During the PILOT Term, the Lessee shall pay PILOT with respect to the Existing Improvements (the “**Existing Improvements PILOT**”) in the amounts described below.

(i) For each semi-annual period occurring within the period commencing on the PILOT Commencement Date to and including June 30, 2042, Existing Improvements PILOT shall equal (1) the Adjusted PILOT Amount with respect to Existing Improvements minus the (2) Existing Improvements Abatement Amount.

(ii) For each semi-annual period occurring within the period commencing on July 1, 2042 to and including June 30, 2043, Existing Improvements PILOT shall equal (1) the Adjusted PILOT Amount with respect to Existing Improvements minus (2) the product of (y) 0.80 and (z) the Existing Improvements Abatement Amount.

(iii) For each semi-annual period occurring within the period commencing on July 1, 2043 to and including June 30, 2044, Existing Improvements PILOT shall equal (1) the Adjusted PILOT Amount with respect to Existing Improvements minus (2) the product of (y) 0.60 and (z) the Existing Improvements Abatement Amount.

(iv) For each semi-annual period occurring within the period commencing on July 1, 2044 to and including June 30, 2045, Existing Improvements PILOT shall equal (1) the Adjusted PILOT Amount with respect to Existing Improvements minus (2) the product of (y) 0.40 and (z) the Existing Improvements Abatement Amount.

(v) For each semi-annual period occurring within the period commencing on July 1, 2045 to and including June 30, 2046, Existing Improvements PILOT shall equal (1) the Adjusted PILOT Amount with respect to Existing Improvements minus (2) the product of (y) 0.20 and (z) the Existing Improvements Abatement Amount.

(e) Project Improvements PILOT.

During the PILOT Term, the Lessee shall pay PILOT with respect to the Project Improvements (the “**Project Improvements PILOT**”) in the amounts described below.

(i) For each semi-annual period occurring within the period commencing on the PILOT Commencement Date and ending on June 30, 2042, Project Improvements PILOT shall equal (1) the Adjusted PILOT Amount with respect to Project Improvements minus (2) the Project Improvements Abatement Amount. Upon completion of the Project Improvements (and notwithstanding the foregoing sentence), the Lessee shall promptly request the appropriate officer of the City to reassess the Improvements.

(ii) For each semi-annual period occurring within the period commencing on July 1, 2042 to and including June 30, 2043, Project Improvements PILOT shall equal (1) the Adjusted PILOT Amount with respect to Project Improvements minus (2) the product of (y) 0.80 and (z) the Project Improvements Abatement Amount.

(iii) For each semi-annual period occurring within the period commencing on July 1, 2043 to and including June 30, 2044, Project Improvements PILOT shall equal (1) the Adjusted PILOT Amount with respect to Project Improvements minus (2) the product of (y) 0.60 and (z) the Project Improvements Abatement Amount.

(iv) For each semi-annual period occurring within the period commencing on July 1, 2044 to and including June 30, 2045, Project Improvements PILOT shall equal (1) the Adjusted PILOT Amount with respect to Project Improvements minus (2) the product of (y) 0.40 and (z) the Project Improvements Abatement Amount.

(v) For each semi-annual period occurring within the period commencing on July 1, 2045 to and including June 30, 2046, Project Improvements PILOT shall equal (1) the Adjusted PILOT Amount with respect to Project Improvements minus (2) the product of (y) 0.20 and (z) the Project Improvements Abatement Amount.

(f) Additional Improvements PILOT. During the PILOT Term, the Lessee shall pay PILOT with respect to the Additional Improvements (the “**Additional Improvements PILOT**”) as follows: for each semi-annual period occurring during the PILOT Term, the Additional Improvements PILOT shall equal the Adjusted PILOT Amount with respect to such Additional Improvements for such semi-annual period. Upon completion of Additional Improvements, if any, the Lessee shall promptly comply with the requirements of Section 3.5 of the Agency Lease and request the appropriate officers of the City to reassess the Improvements.

(g) Payment Provisions.

(i) The Lessee agrees to pay all PILOT required to be paid under this Section 3.1 seven (7) Business Days prior to the commencement of the semi-annual period which relates to such PILOT (i.e., July 1 or January 1 (as the case may be)), in the amounts specified in PILOT Bills. The Lessee also agrees to pay within seven (7) business days of receipt of a PILOT Bill from NYCDOF, any PILOT Reconciliation amount required to be paid by the Lessee in accordance with Section 3.1(j). The Agency agrees to request appropriate officers of NYCDOF to

provide the Lessee with PILOT Bills. The Lessee understands and agrees that the failure of NYCDOF to send the Lessee a PILOT Bill shall not relieve the Lessee of its obligation hereunder to pay the amount of PILOT required in accordance with this Section 3.1. The Lessee may send all inquiries concerning PILOT Bills to pilot1@finance.nyc.gov or: **PILOT Unit, NYC Department of Finance, 59 Maiden Lane, 22nd floor, New York, New York 10038.**

(ii) Until such time as the Agency may in writing require otherwise, the Lessee shall pay PILOT to the PILOT Depository and the Lessee shall make such payments by electronic funds transfer.

(iii) Upon the occurrence of a PILOT Payment Default, the amount of PILOT so in default shall continue as an obligation of the Lessee and the Lessee agrees to pay the same to the PILOT Depository, together with the lesser of (A) the maximum amount of interest permitted by law, and (B) the greater of (i) interest thereon at the same rate per annum and compounded at the same frequency as is charged from time to time by the City with respect to the delinquent payment of Real Estate Taxes, and (ii) a late payment fee of 5% of the amount of PILOT that was not paid when due and, for each month or part thereof that a payment is delinquent beyond the first month, an additional late payment fee of 1% per month assessed on (a) the original amount or portion thereof that was not paid when due that remains unpaid during such month or part thereof and (b) the 5% late payment penalty or portion thereof that remains unpaid during such month or part thereof.

(iv) Nothing contained herein shall limit or impair the Lessee's right, to the extent permitted by law, to do the following:

(1) to obtain reductions in the valuation of the Facility Realty; or

(2) to apply for As-of-Right Benefits that would reduce Real Estate Taxes with respect to the Facility Realty (as if the Facility Realty were not exempt from Real Estate Taxes); *provided, however,* that the foregoing shall not be construed to reduce PILOT payable under this Section 3.1 except as expressly contemplated by the provisions of Section 3.1(c), (d), (e) and (f).

(h) Apportionment of Payments after Transfer.

(i) The Agency shall cause the appropriate officer or officers of the City to return the Facility Realty to the tax rolls as of the Cessation Date. During the City Tax Fiscal Year in which the Cessation Date occurs, the Lessee and/or other subsequent owner of the Facility Realty shall be responsible for paying the Real Estate Taxes due for the portion of such City Tax Fiscal Year that remains from and after the Cessation Date.

(ii) With respect to the semi-annual period of the City Tax Fiscal Year during which the Cessation Date occurs, the Agency shall cause the appropriate officer or officers of the City to apportion that part of PILOT previously remitted for such semi-annual period (if any), which is attributable to the period commencing on the Cessation Date and ending on the June 30 or December 31 following (as the case may be), as a credit against the Real Estate Taxes owed for such semi-annual period.

(i) Reduction or Withdrawal of Financial Assistance; Loss of Exemption; Additional PILOT.

(1) Compliance with LL97 Requirements.

(A) No later than February 1st of each calendar year during the Term, the Lessee shall submit to the Agency a certification as to (i) sustainability and efficiency efforts at the Facility, including certifications, recycling, composting and compliance with the Local Law 97 requirements for energy emission reductions, and (ii) the amount of all civil penalties assessed against the Lessee with respect to the Facility Realty during the prior calendar year pursuant to Sections 28-320.6 of the New York City Administrative Code, as finally determined pursuant to Section 28-320.6.1 New York City Administrative Code, or their successor provisions, and any rules promulgated to implement such provisions, for exceeding the annual building emissions limit with respect to the Facility Realty as determined in accordance with the provisions of Article 320, Chapter 3 of Title 28 of the NYC Administrative Code (such amount for any calendar period, the “**Emissions Civil Penalty Amount**”).

(B) The Lessee shall pay the Agency additional PILOT (“**Additional PILOT**”), in accordance with the procedures set forth in Section 3.1(g), in an amount equal to one hundred percent (100%) of the Emissions Civil Penalty Amount in the next City Tax Fiscal Year following the calendar year in which such Emissions Civil Penalty Amount was assessed and finally determined, provided that such Additional PILOT shall be reduced by an amount necessary to insure that the amount of such Additional PILOT, when combined with Land PILOT, Existing Improvements PILOT, and Project Improvements PILOT, including Additional PILOT due hereunder, in any City Tax Fiscal Year will not exceed the Adjusted PILOT Amount on Land, Existing Improvements and Project Improvements for such City Tax Fiscal Year. Such Additional PILOT shall be calculated in accordance with Exhibit B attached hereto and payable in two equal installments on July 1st and January 1st of the next City Tax Fiscal Year following the calendar year in which such Emissions Civil Penalty Amount is finally determined.

(C) If the Lessee fails to file the certification with the Agency, and the Agency determines that Additional PILOT would have been due in a prior annual period, the Lessee will be responsible for paying interest on any late payment of Additional PILOT as set forth in Section 3.1(g).

(2) Non-Compliance with Certain Leasing Requirements. The failure by the Lessee to comply with any Leasing Requirement may result in an increase to the PILOT payable hereunder (“**Increased PILOT**”).

(A) *I/A Leasing Requirement.* If the Lessee is not in compliance with an I/A Leasing Requirement after the lapse of any cure period set forth in Section 8.21(a)(vi) of the Agency Lease, the Lessee shall pay the Agency Increased PILOT in the amount of 150% of Real Estate Taxes on the amount of USF that has not been

leased in accordance with the I/A Leasing Requirements for such period. Such Increased PILOT shall be calculated in accordance with Exhibit B attached hereto and payable in two equal installments on July 1st and January 1st of the next City Tax Fiscal Year following the calendar year in which such amount is finally determined.

(B) *CC Leasing Requirement.* If the Lessee is not in compliance with the CC Leasing Requirement after the lapse of any cure period set forth in Section 8.21(c)(iii) of the Agency Lease, the Lessee shall pay the Agency Increased PILOT in the amount of 150% of Real Estate Taxes on the amount of USF that has not been leased in accordance with the CC Leasing Requirements for such period. Such Increased PILOT shall be calculated in accordance with Exhibit B attached hereto and payable in two equal installments on July 1st and January 1st of the next City Tax Fiscal Year following the calendar year in which such amount is finally determined.

(C) *Ground Floor Retail Lease Requirement.* If the Lessee is not in compliance with Ground Floor Retail Lease Requirement the Lessee shall pay the Agency Increased PILOT in accordance with the procedures set forth in Section 3.1(g) in the amount of 150% of Real Estate Taxes on the amount of such USF that has not been leased in accordance with the Ground Floor Retail Lease Requirement for the period of such use. Such Increased PILOT shall be calculated in accordance with Exhibit B attached hereto and payable in two equal installments on July 1st and January 1st of the next City Tax Fiscal Year following the calendar year in which such amount is finally determined.

(3) Events of Default.

(A) Upon the occurrence and continuance of an Event of Default hereunder, including, without limitation, an Agency Lease Event of Default (other than an Agency Lease Event of Default arising under Section 8.9(b) of the Agency Lease), the Agency may, in its sole discretion, increase the PILOT due in respect of the Facility Realty for the period commencing on the date that such event of default occurs and ending on the date such event of default is no longer continuing, in an amount equal to the Full PILOT Amount as to the Land and the Improvements. The Lessee's Principals shall have the right, but not the obligation, to cure an Event of Default under any of the Project Documents, and the Agency agrees to accept such cure as if it were tended by the Lessee itself.

(B) Upon the occurrence and continuance of an Agency Lease Event of Default arising under Section 8.9(b) of the Agency Lease, the Agency may as its sole and exclusive remedy for such Agency Lease Event of Default (but not precluding the Agency from exercising any other remedies if there is Agency Lease Event of Default arising under any other section of the Agency Lease), increase PILOT on that portion of the Facility Realty occupied by a Tenant in violation of Section 8.9(b) of the Agency Lease) up to the Full PILOT Amount as to the Land and the Improvements. During a period of time in which an Agency Lease Event

of Default arising under Section 8.9(b) of the Agency Lease shall have occurred and is continuing, the PILOT due in respect of the Facility Realty for such period of time shall equal the sum of (1) the Daily Qualified USF Amounts (as defined below) for each day during such period and (2) the Daily Non-Qualified USF Amounts (as defined below) for each day during such period.

(i) **“Daily Qualified USF Amount”** means, with respect to any day during such period, an amount equal to the product of (i) the PILOT Amount applicable to the City Tax Fiscal Year in which such day occurs, divided by (ii) 365 (or 366 if such City Tax Fiscal Year is a leap year), multiplied by (iii) a fraction, the numerator of which is Qualified USF of the Improvements, and the denominator of which is the Usable Square Footage of the Improvements.

(ii) **“Daily Non-Qualified USF Amount”** means, with respect to any day during such period, an amount equal to the product of (i) actual Real Property Taxes in respect of the Facility Realty that would otherwise be payable for such day but for the exemption provided by the Agency (i.e., a daily amount), multiplied by (ii) a fraction, the numerator of which is Non-Qualified USF of the Improvements, and the denominator of which is the Usable Square Footage of the Improvements.

(j) PILOT Certificate. No later than February 1 of each calendar year commencing on February 1, 2027, the Lessee shall submit a PILOT Certificate in the form attached here to as Exhibit B to the Agency and NYCDOF which shall include a PILOT reconciliation for such period (a **“PILOT Reconciliation”**). Any Additional PILOT due as a result of the PILOT Reconciliation shall be payable within seven (7) business days of the issuance of a PILOT Bill by NYCDOF in accordance with Section 3.1(g). Failure by the Lessee to submit a PILOT Reconciliation by the date set forth above will result in the imposition of interest and fees specified in Section 3.1(g)(iii) for any PILOT Reconciliation amount otherwise due, and such interest and fees shall accrue from the required certification due date. Should NYCDOF or the Agency determine that there is a deficiency in any payment of PILOT made by the Lessee, the Lessee shall pay such deficiency no later than fifteen (15) days following receipt of an invoice from NYCDOF for such deficiency, and any amounts unpaid after such fifteen (15) day period shall accrue interest in accordance with Section 3.1(g)(iii) hereof. Should NYCDOF determine that Lessee has made an overpayment of PILOT, the Lessee shall be entitled to a credit against the next PILOT payment that is or will subsequently become due hereunder. Notwithstanding the immediately preceding sentence, if no PILOT is or will subsequently become due, the Lessee shall have the option to have such overpayment applied toward Real Property Taxes for the Facility Realty that become due after the Expiration Date. Lessee shall have the right to contest the amount of PILOT included in a PILOT Bill by providing written notice to NYCDOF (with a copy to the Agency) of the contested amount(s), provided that the Lessee shall not withhold any payment of such PILOT. In the event that the Lessee withholds any payments hereunder, the amount of PILOT so in default, if any, shall accrue interest in accordance with Section 3.1(g)(iii) hereof.

(k) Loss of Exemption. Upon the occurrence of the Cessation Date, the Facility Realty shall be deemed automatically restored to the tax rolls, whether or not procedurally such

restoration has in fact occurred, and the Lessee shall pay Real Estate Taxes with respect to the Facility Realty from and after such Cessation Date.

(l) Survival. The provisions of this Article III shall survive the termination of this Agreement for any reason whatsoever, notwithstanding any provision of this Agreement to the contrary.

ARTICLE IV

Section 4.1 Recapture of Benefits. It is understood and agreed by the parties to this Agreement that the Agency is entering into this Agreement and the other Project Documents in order to provide Financial Assistance to the Lessee for the Project and to accomplish the public purposes of the Act. In consideration therefor, the Lessee hereby agrees as follows:

(a) If there shall occur a Recapture Event during the Recapture Period, the Lessee shall pay to the Agency as a return of Financial Assistance conferred by the Agency, a recapture amount (the “**Recapture Amount**”) equal to the product of (y) all Benefits realized by the Lessee (excluding any Mortgage Recording Tax Exemption Amount conferred in connection with the PILOT Mortgage) and (z) the recapture percentage below (the “**Recapture Percentage**”) for the period during which the Recapture Event occurs, as determined by the Agency:

(i) if the Recapture Event occurs during the period commencing on the Commencement Date and ending on the day before the third anniversary of the Project Completion Date, the Recapture Percentage is 130%;

(ii) if the Recapture Event occurs during the period commencing on the third anniversary of the Project Completion Date and ending on the day before the fourth anniversary of the Project Completion Date, the Recapture Percentage is 120%;

(iii) if the Recapture Event occurs during the period commencing on the fourth anniversary of the Project Completion Date and ending on the day before the fifth anniversary of the Project Completion Date, the Recapture Percentage is 110%;

(iv) if the Recapture Event occurs during the period commencing on the fifth anniversary of the Project Completion Date and ending on the day before the sixth anniversary of the Project Completion Date, the Recapture Percentage is 100%; or

(v) if the Recapture Event occurs during the period commencing on the sixth anniversary of the Project Completion Date and ending on or before the tenth anniversary of the Project Completion Date, the Recapture Percentage is 100% minus the product of (y) 1.666% and (z) the number of months elapsed since the sixth anniversary of the Project Completion Date.

(b) Interest on any Recapture Amount due pursuant to the provisions of Section 4.1(a) shall accrue at a rate equal to the higher of nine percent (9%) per annum, or the amount of interest and penalties imposed by the Act or other law, from the date that the Recapture Event occurred until the date of repayment of the Recapture Amount to the Agency.

(c) For purposes of this Article IV, demand for payment by the Agency shall be made in accordance with the notice requirements of this Agreement and the due date for payment shall be not less than seven (7) Business Days from the date of the notice.

(d) The Lessee shall furnish the Agency with written notification of any Recapture Event within ten (10) days of its occurrence and shall subsequently provide to the Agency in writing any additional information that the Agency may request in connection with such Recapture Event.

(e) The provisions of this Article IV shall survive the termination of this Agreement for any reason whatsoever, notwithstanding any provision of this Agreement to the contrary.

ARTICLE V

Section 5.1 Indemnity.

(a) The Lessee shall at all times indemnify, defend, protect and hold the Agency, and any director, member, officer, employee, servant, agent (excluding for this purpose the Lessee, which is not obligated hereby to indemnify its own employees, Affiliates or affiliated individuals) thereof and persons under the Agency's control or supervision, and the PILOT Depository (collectively, the "**Indemnified Parties**" and each an "**Indemnified Party**") harmless of, from and against any and all claims (whether in tort, contract or otherwise), taxes (of any kind and by whomsoever imposed), demands, penalties, fines, liabilities, lawsuits, actions, proceedings, settlements, costs and expenses, including attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses (collectively, "**Claims**") of any kind for losses, damage, injury and liability (collectively, "**Liability**") of every kind and nature and however caused (except, with respect to any Indemnified Party, Liability arising from the gross negligence or willful misconduct of such Indemnified Party), arising during the period commencing on the Application Date, and continuing throughout the Term, arising upon, about, or in any way connected with the Facility, the Project, or any of the transactions with respect thereto, including:

(i) the financing of the costs of the Facility or the Project,

(ii) the planning, design, acquisition, site preparation, Project Work, renovation, equipping, installation or completion of the Project or any part thereof or the effecting of any work done in or about the Facility, or any defects (whether latent or patent) in the Facility, or any defects (whether latent or patent) in the Facility,

(iii) the maintenance, repair, replacement, restoration, rebuilding, construction, renovation, upkeep, use, occupancy, ownership, leasing, subletting or operation of the Facility, or any portion thereof,

(iv) the execution and delivery by an Indemnified Party, the Lessee or any other Person of, or performance by an Indemnified Party, the Lessee or any other Person, as the case may be, of, any of their respective obligations under, this Agreement or any other Project Document, or other document or instrument delivered in connection herewith or therewith or the

enforcement of any of the terms or provisions hereof or thereof or the transactions contemplated hereby or thereby,

(v) any damage or injury to the person or property of any Person in or on the premises of the Facility,

(vi) any imposition arising from, burden imposed by, violation of, or failure to comply with any Legal Requirement, including failure to comply with the requirements of the City's zoning resolution and related regulations, or

(vii) the presence, disposal, release, or threatened release of any Hazardous Materials that are on, from, or affecting the Facility; any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials, and/or any violation of Legal Requirements, including demands of government authorities, or any policies or requirements of the Agency, which are based upon or in any way related to such Hazardous Materials.

(b) The Lessee releases each Indemnified Party from, and agrees that no Indemnified Party shall be liable to the Lessee or its Affiliates for, any Claim or Liability arising from or incurred as a result of action taken or not taken by such Indemnified Party with respect to any of the matters set forth in Section 5.1(a) including any Claim or Liability arising from or incurred as a result of the negligence or gross negligence of such Indemnified Party, or at the direction of the Lessee or any Guarantor with respect to any of such matters above referred to.

(c) An Indemnified Party shall promptly notify the Lessee in writing of any Claim or action brought against such Indemnified Party in which indemnity may be sought against the Lessee pursuant to this Article V; such notice shall be given in sufficient time to allow the Lessee to defend or participate in such claim or action, but the failure to give such notice in sufficient time shall not constitute a defense hereunder nor in any way impair the obligations of the Lessee under this Article V.

(d) Anything to the contrary in this Agreement notwithstanding, the covenants of the Lessee contained in this Article V shall be in addition to any and all other obligations and liabilities that the Lessee may have to any Indemnified Party in any other agreement or at common law, and shall remain in full force and effect after the termination of this Agreement until the later of (i) the expiration of the period stated in the applicable statute of limitations during which a Claim or cause of action may be brought and (ii) payment in full or the satisfaction of such Claim or cause of action and of all expenses and charges incurred by the Indemnified Party relating to the enforcement of the provisions herein specified.

ARTICLE VI

Section 6.1 Events of Default; Remedies; Remedies Cumulative; Termination.

(a) An "Event of Default" shall exist if any of the following occurs and is continuing:

(i) Failure of the Lessee to pay PILOT in accordance with Section 3.1 of this Agreement on or before the due date provided in a PILOT Bill and in the amount required in a PILOT Bill, or failure of the Lessee to pay all Real Estate Taxes in respect of the Facility Realty as required by, and in accordance with, Section 3.1 (a “**PILOT Payment Default**”);

(ii) The occurrence of a Recapture Event;

(iii) Failure of the Lessee to observe and perform any covenant, condition or agreement on its part to be performed hereunder or under the Agency Lease (except as set forth in Section 6.1(a)(i) and (ii)) and continuance of such failure for a period of thirty (30) days after receipt by the Lessee of written notice specifying the nature of such default from the Agency; or

(iv) An Agency Lease Event of Default or an “Event of Default” under any of the Guaranty Agreement, the PILOT Mortgage, or any other Permitted Encumbrance, (other than any Mortgage) shall occur and be continuing. A Foreclosure Event, as defined in the Agency Lease, shall not constitute an Event of Default so long as the Lessee is in compliance with Section 9.9(d) of the Agency Lease.

(b) Whenever any Event of Default referred to in Section 6.1(a) shall have occurred and be continuing, the Agency may take any one or more of the following remedial steps:

(i) The Agency may terminate this Agreement (with the effect that the Term shall be deemed to have expired on such date of termination as if such date were the original Expiration Date) in which case this Agreement shall cease and terminate;

(ii) The Agency may bring an action for damages, injunction or specific performance; or

(iii) The Agency may take whatever action at law or in equity as may appear necessary or desirable to collect the payments then due, or to enforce performance or observance of any obligations, agreements or covenants of this Agreement.

(c) An Event of Default hereunder shall constitute an “Event of Default” under the Agency Lease. Upon the occurrence of an Event of Default hereunder, the Agency shall have, as a remedy therefor under the Agency Lease, among other remedies, the right to terminate the Agency Lease and convey all of the Agency’s right, title and interest in the Facility to the Lessee.

(d) The rights and remedies of the Agency under this Agreement shall be cumulative and shall not exclude any other rights and remedies of the Agency allowed by law with respect to any default under this Agreement. Failure by the Agency to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon default by the Lessee hereunder shall not be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce by mandatory injunction, specific performance or other appropriate legal remedy a strict compliance by the Lessee with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such default by the Lessee be continued or repeated.

ARTICLE VII

Upon the termination of this Agreement, the Lessee shall (i) pay to NYCDOF or the Agency, as applicable any amounts due and payable pursuant to this Agreement or any other Project Document, and (ii) perform all accrued obligations hereunder.

ARTICLE VIII

This Agreement shall become effective upon its delivery on the Commencement Date and expire on the earlier of the Agency Lease Termination Date or the Expiration Date. It may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE IX

Except for the Company Lease, the Agency Lease and the PILOT Mortgage, 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 shall only be changed, modified or discharged in whole or in part by a written instrument executed by the Lessee and the Agency.

ARTICLE X

All notices, certificates or other communications hereunder shall be sufficient if sent (i) by registered or certified United States mail, return receipt requested and postage prepaid, (ii) by a nationally recognized overnight delivery service for overnight delivery, charges prepaid or (iii) by hand delivery, addressed, as provided in Section 11.5 of the Agency Lease.

ARTICLE XI

The Lessee represents that it is subject to service of process in the State and covenants that it will remain so subject until all obligations, covenants and agreements of the Lessee under this Agreement shall be satisfied and met. If for any reason the Lessee should cease to be so subject to service of process in the State, the Lessee hereby irrevocably consents to the service of all process, pleadings, notices or other papers in any judicial proceeding or action by designating and appointing David Lehman, Managing Director, at 40 West 57th Street, New York, New York 10019, as its agent upon whom may be served all process, pleadings, notices or other papers which may be served upon the Lessee as a result of any of its obligations under this Agreement. If such appointed agent shall cease to act or otherwise cease to be subject to service of process in the State, the Lessee hereby irrevocably designates and appoints the Secretary of State of the State of New York as its agent upon whom may be served all process, pleadings, notices or other papers which may be served upon the Lessee as a result of any of its obligations under this Agreement; provided, however, that the service of such process, pleadings, notices or other papers shall not constitute a condition to the Lessee's obligations hereunder.

For such time as any of the obligations, covenants and agreements of the Lessee under this Agreement remain unsatisfied, the Lessee's agent(s) designated in this Article XI shall accept and acknowledge on the Lessee's behalf each service of process in any such suit, action or proceeding

brought in any such court. The Lessee agrees and consents that each such service of process upon such agents and written notice of such service to the Lessee in the manner set forth in Article XI shall be taken and held to be valid personal service upon the Lessee whether or not the Lessee shall then be doing, or at any time shall have done, business within the State and that each such service of process shall be of the same force and validity as if service were made upon the Lessee according to the laws governing the validity and requirements of such service in the State, and waives all claim of error by reason of any such service.

Such agents shall not have any power or authority to enter into any appearance or to file any pleadings in connection with any suit, action or other legal proceedings against the Lessee or to conduct the defense of any such suit, action or any other legal proceeding except as expressly authorized by the Lessee.

ARTICLE XII

The Lessee irrevocably and unconditionally (i) agrees that any suit, action or other legal proceeding arising out of this Agreement, the relationship between the Agency and the Lessee, the Lessee's ownership, use or occupancy of the Facility and/or any claim for injury or damages may be brought in the courts of record of the State in New York County or the United States District Court for the Southern District of New York; (ii) consents to the jurisdiction of each such court in any such suit, action or proceeding; (iii) waives any objection which it may have to the venue of any such suit, action or proceeding in such courts; and (iv) waives and relinquishes any rights it might otherwise have (x) to move to dismiss on grounds of forum non conveniens, (y) to remove to any federal court other than the United States District Court for the Southern District of New York, and (z) to move for a change of venue to a New York State Court outside New York County.

If the Lessee commences any action against the Agency in a court located other than the courts of record of the State in New York County or the United States District Court for the Southern District of New York, the Lessee shall, upon request from the Agency, either consent to a transfer of the action or proceeding to a court of record of the State in New York County or the United States District Court for the Southern District of New York, or, if the court where the action or proceeding is initially brought will not or cannot transfer the action, the Lessee shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of record of the State in New York County or the United States District Court for the Southern District of New York.

ARTICLE XIII

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State, without regard or giving effect to the principles of conflicts of laws thereof.

The terms of this Agreement are and shall be binding upon and inure to the benefit of the Agency and the Lessee and their respective successors and assigns.

If any one or more of the provisions of this Agreement shall be ruled illegal or invalid by any court of competent jurisdiction, the illegality or invalidity of such provision(s) shall not affect any of the remaining provisions hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

This Agreement shall completely and fully supersede all other prior understandings or agreements, both written and oral, between the Agency and the Lessee relating to the Facility, other than the Agency Lease or any other Project Document.

It is the intent of the parties to hereto that this Agreement shall not constitute an executory contract, as such term is used in 11 U.S.C. 365 or otherwise in the Bankruptcy Code, in any bankruptcy of the Lessee.

ARTICLE XIV

The Lessee does hereby expressly waive all rights to a trial by jury on any cause of action directly or indirectly involving the terms, covenants or conditions of this Agreement or any matters whatsoever arising out of or in any way connected with this Agreement, the relationship between the Agency and the Lessee, the Lessee's ownership, use or occupancy of the Facility and/or any claim for injury or damages.

The provision of this Agreement relating to waiver of a jury trial and the right of re-entry or re-possession shall survive the termination or expiration of this Agreement.

ARTICLE XV

All covenants, stipulations, promises, agreements and obligations of the Agency contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency, and not of any member, director, officer, employee or agent of the Agency in such person's individual capacity, and no recourse shall be had for any reason whatsoever hereunder against any member, director, officer, employee or agent of the Agency or any natural person executing this Agreement on behalf of the Agency. In addition, in the performance of the agreements of the Agency herein contained, any obligation the Agency may incur for the payment of money shall not subject the Agency to any pecuniary or other liability or create a debt of the State or the City, and neither the State nor the City shall be liable on any obligation so incurred and any such obligation shall be payable solely out of amounts payable to the Agency by the Lessee under the Agency Lease.

All covenants, stipulations, promises, agreements and obligations of the Lessee contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Lessee, and not of any director, officer, manager, partner, employee or agent of the Lessee in his or her individual capacity, and no recourse shall be had for the payment of any amounts hereunder against any director, officer, manager, partner, employee or agent of the Lessee.

ARTICLE XVI

Each party acknowledges that this Agreement is a legally binding contract and that it was represented by legal counsel in connection with the drafting, negotiation and preparation of this Agreement. Each party acknowledges that it and its legal counsel has cooperated in the drafting, negotiation and preparation of this Agreement and agrees that this Agreement and any provision hereof shall be construed, interpreted and enforced without regard to any presumptions against the drafting party. Each party hereby agrees to waive any rule, doctrine or canon of law, including

without limitation, the *contra proferentem* doctrine, that would require interpretation of any ambiguities in this Agreement against the party that has drafted it.

[Signature Page Follows]

IN WITNESS WHEREOF the Agency has caused its corporate name to be hereunto subscribed by its duly authorized Chairman, Vice Chairman, Executive Director, Deputy Executive Director or General Counsel, and the Lessee has caused its name to be subscribed hereto by its Authorized Representative all being done as of the year and day first above written.

**NEW YORK CITY INDUSTRIAL
DEVELOPMENT AGENCY**

By: Emily Marcus Falda
Name: Emily Marcus Falda
Title: Executive Director

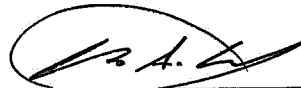
850 THIRD AVENUE OWNER, LLC

By: 850 Third Nominee LLC, its sole member
By: HPS Investment Partners, LLC, its investment manager

By: _____
Name: David Lehman
Title: Managing Director

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

On the 6th day of June, in the year 2025, before me, the undersigned, personally appeared Emily Marcus Falda, 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/Commissioner of Deeds

Carlos A. Guerra
Notary Public, State of New York
No. 01GU6292830
Qualified in New York County
Commission Expires 11/12/2025

IN WITNESS WHEREOF the Agency has caused its corporate name to be hereunto subscribed by its duly authorized Chairman, Vice Chairman, Executive Director, Deputy Executive Director or General Counsel, and the Lessee has caused its name to be subscribed hereto by its Authorized Representative all being done as of the year and day first above written.

**NEW YORK CITY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

Name: Emily Marcus Falda
Title: Executive Director

850 THIRD AVENUE OWNER, LLC

By: 850 Third Nominee LLC, its sole member

By: HPS Investment Partners, LLC, its investment
manager

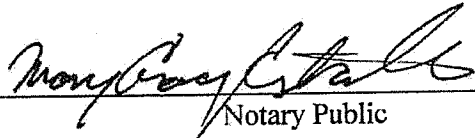
By: _____

Name: David Lehman
Title: Managing Director

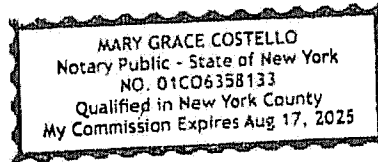
[Signature Page to Uniform Project and Payment Agreement – 2025 850 Third Avenue Owner, LLC Project]

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

On the 16 day of JUNE, in the year 2025, before me, the undersigned, personally appeared David Lehman, personally known to be 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



[Notary Page to Uniform Project and Payment Agreement – 2025 850 Third Avenue Owner, LLC Project]

Exhibit A

DESCRIPTION OF LAND

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the Northerly side of East 51st Street and the Westerly side of Third Avenue;

RUNNING THENCE Westerly along the said Northerly side of East 51st Street, 195 feet;

THENCE Northerly parallel with the Westerly side of Third Avenue, 100 feet 5 inches to the center line of the block;

THENCE Easterly along said center line of the block and parallel with the Northerly side of East 51st Street, 75 feet;

THENCE Northerly parallel with the Westerly side of Third Avenue, 100 feet 5 inches to the Southerly side of East 52nd Street;

THENCE Easterly along the Southerly side of East 52nd Street, 120 feet to the corner formed by the intersection of the said Southerly side of East 52nd Street and the Westerly side of Third Avenue; and

THENCE Southerly along the Westerly side of Third Avenue, 200 feet 10 inches to the corner first mentioned at the point or place of BEGINNING.

Exhibit B

**CERTIFICATE OF THE LESSEE AS
REQUIRED BY SECTION 3.1(j) OF THE PROJECT AGREEMENT**

The undersigned, an Authorized Representative (as defined in the Project Agreement referred to below) of 850 THIRD AVENUE OWNER, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the “**Lessee**”), HEREBY CERTIFIES that this Certificate is being delivered in accordance with the provisions of Section 3.3(i) of that certain Uniform Project and Payment Agreement, dated as of June 13, 2025 (the “**Project Agreement**”), between the New York City Industrial Development Agency (the “**Agency**”) and the Lessee, and FURTHER CERTIFIES THAT (capitalized terms used but not defined herein shall have the respective meanings assigned to such terms in the Project Agreement or the Agency Lease Agreement, dated as of June 1, 2025, between the Agency and the Lessee):

1. **Definitions**

Unutilized USF shall mean the difference between (i) the USF Requirement, and (ii) the Utilized USF.

USF Requirement means (i) with respect to the I/A Leasing Requirement, (a) 10,000 USF from the six (6) month anniversary of the Project Completion Date to, but not including, the fifth anniversary of the Project Completion Date, and (b) on and after the fifth (5th) anniversary of the Project Completion Date, the lesser of the USF comprising one (1) full floor and 25,000 USF, (ii) with respect to the CC Leasing Requirement, from and after the six (6) month anniversary of the Project Completion Date, 5,000 USF, and (iii) with respect to the Ground Floor Retail Lease Requirement, 26,090 USF.

Utilized USF means, with respect to the applicable USF Requirement, the USF leased to an I/A Tenant under a Program Lease, a CC Tenant under a CC Lease, or a Qualified Retail Tenant under a Ground Floor Retail Lease.

2. **General Information.**

(i) The Total Improvements USF is 468,609.

(ii) The Assessed Value (“**AV**”) of the Facility Realty for the fiscal year ended 20[___] (as determined by the New York City Department of Finance) was \$[_____].

(iii) The tax rate applicable to the Facility Realty for the fiscal year ended 20[___] was [___]% (the “**Tax Rate**”).

(iv) The AV times the Tax Rate is \$_____ (“**Real Estate Taxes**”).

(v) Real Estate Taxes per USF are \$[_____], which is an amount equal to Real Estate Taxes divided by the Total Improvements USF.

(vi) The Tenant Information set forth in Exhibit A attached hereto is true and correct.

3. **I/A Leasing Requirement.**

(i) For the period ending the prior December 31 (the “**Reporting Period**”), the Utilized USF was [_____].

(ii) The Unutilized USF for such Reporting Period was [_____] USF.

(iii) Each Program Lease was in effect for [the full Reporting Period] [___days].

(iv) Real Estate Taxes for the Unutilized USF were \$[_____] (the “**I/A Real Property Tax Amount**”), which is an amount equal to Real Estate Taxes per USF times the Unutilized USF.

(v) Increased PILOT for such Reporting Period, if any, is \$[_____], which is an amount equal to the I/A Tax Real Property Tax Amount times 150% (which amount may be determined on a per diem basis).

4. **CC Leasing Requirement.**

(i) For the Reporting Period, the Utilized USF was [_____].

(ii) The Unutilized USF for such Reporting Period was [_____] USF.

(iii) The CC Lease was in effect for [the full Reporting Period] [___days]

(iv) Real Estate Taxes for the Unutilized USF were \$[_____] (the “**CC Real Property Tax Amount**”), which is an amount equal to Real Estate Taxes per USF times the Unutilized USF.

(v) Increased PILOT for such Reporting Period, if any, is \$[_____], which is an amount equal to the CC Tax Real Property Tax Amount times 150% (which amount may be determined on a per diem basis).

5. **Ground Floor Retail Lease Requirement.**

(i) For the Reporting Period, the Utilized USF was [_____].

(ii) The Unutilized USF for such Reporting Period was [_____] USF.

(iii) Each Ground Floor Retail Lease was in effect for [the full Reporting Period] [___days].

(iv) Real Estate Taxes for the Unutilized USF were \$[_____] (the “**Ground Floor Retail Lease Real Property Tax Amount**”), which is an amount equal to Real Estate Taxes per USF times the Unutilized USF.

(v) Increased PILOT for such Reporting Period, if any, is \$[_____], which is an amount equal to the Ground Floor Retail Lease Real Property Tax Amount times 150% (which amount may be determined on a per diem basis).

6. **LL97 Requirements.**

(i) For the Reporting Period, the Emissions Civil Penalty Amount, if any, was [_____].

(ii) The Additional PILOT due for such Reporting Period, if any, is \$[_____], which is an amount equal to the Emissions Civil Penalty Amount, as reduced by an amount necessary to insure that the amount of such Additional PILOT, when combined with Land PILOT, Existing Improvements PILOT, and Project Improvements PILOT, including Additional PILOT due hereunder, in any City Tax Fiscal Year will not exceed the Adjusted PILOT Amount on Land, Existing Improvements and Project Improvements for such City Tax Fiscal Year.

7. **Non-Qualified Use.** Attached hereto as Exhibit A is (i) a summary of the uses permitted under each Tenant Lease (other than a Program Lease, a CC Lease, or a Ground Floor Retail Lease) and a statement as to whether such use is a Non-Qualified Use and USF applicable to each use; (ii) the number of days each such Tenant Lease was in effect during the Reporting Period; and (iii) and a reconciliation of PILOT paid for such reporting and PILOT due for such Reporting Period based on the provisions of Section 3.1(i) of the Project Agreement, which shall include a per diem calculation of PILOT based on Non-Qualified Use pursuant to Section 3.1(i).

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this _____ day of _____, _____.

850 THIRD AVENUE OWNER, LLC

By: _____

Name:

Title:

EXHIBIT C

Summary of Tenant Leases