

Meeting Date: 10/13/2025
Resolution #: 10/14/2025

**RESOLUTION OF THE SLEEPY HOLLOW LOCAL DEVELOPMENT CORPORATION
("SHLDC") AUTHORIZING THE EXECUTION AND DELIVERY OF A CERTAIN
LAND DEVELOPMENT AGREEMENT IN CONNECTION WITH A CERTAIN
PROJECT (AS MORE PARTICULARLY DEFINED HEREIN) AND RELATING TO
CERTAIN PROPERTIES OWNED BY SHLDC AT AND ADJACENT TO 193 BEEKMAN
AVENUE, SLEEPY HOLLOW, NEW YORK**

A regular meeting of the Directors of the Sleepy Hollow Local Development Corporation was convened on October 13, 2025 at 7:00 p.m.

The following resolution was duly offered and seconded, to wit:

WHEREAS, SHLDC was established as a domestic, not-for-profit, local development corporation pursuant to Section 1411 of the Not-for-Profit Corporation Law of the State of New York (the "Act") on September 18, 2014 pursuant to the filing of a certain Certificate of Incorporation (the "Certificate of Incorporation"), such Certificate of Incorporation empowering SHLDC to acquire and dispose of real estate and issue revenue bonds and to undertake projects and financings for purposes allowable pursuant to the Act and the Certification, including, but not limited to projects that lessen the burdens of government; and

WHEREAS, in furtherance of the purposes and powers set forth within the Act and the Certificate of Incorporation, SHLDC (i) acquired from the Cliff Walk Sleepy Hollow LLC certain lands and existing improvements located at 193 Beekman Avenue within the Village of Sleepy Hollow, New York (the "Village") as identified by TMID No. 115.11-1-84 (the "UAW Parcel") and (ii) acquired from the Town of Mount Pleasant Industrial Development Agency ("MPIDA") certain lands within the Village as identified by former TMID No. 115.11-1-85 (the "Viaduct Parcel", as currently identified as a portion of SHLDC-owned parcel 115.11-1-2, and, together with the UAW Parcel, the "Property"), such Property totaling approximately 1.04 acres of real property; and

WHEREAS, after many years of marketing the Property and undertaking significant stabilization, demolition and remediation of same, SHLDC has received an offer from **Beekman Bowtie, LLC** (herein, the "Company") to acquire all or portions of the Property in connection with a certain proposed project (the "Project, as further defined herein), as further detailed within a certain Preliminary Letter of Intent, dated as of July 2, 2025 (the "LOI"); and

WHEREAS, SHLDC and the Company desire to memorialize the terms and conditions of a project for the sale and redevelopment of portions of the Property into a mixed-use residential apartment and commercial facility (the "Project") consisting of all of the following: (A) the sale of portions of the Property by SHLDC to the Company (hereinafter, the "Land", as depicted within **Exhibit A**, hereto), with retained easements and rights of way in favor of SHLDC and/or the Village for the construction, maintenance, repair and replacement of retaining walls, Clinton Street

Extension, green spaces and other public amenities; (B) the planning, design, permitting, finance, construction and operation on the Land by the Company of a mixed-use commercial and residential multi-family housing development consisting of at least six (6) townhomes (the “Townhomes”), a five (5) story mixed use building (with maximum roof height of fifty-five (55) feet) with twenty-seven (27) rental units and approximately one thousand (1,000) sf of ground floor commercial spaces, along with related structured and surface parking (the “Mixed Use Building”), access and egress improvements, and related utility and site improvements (collectively, the “Improvements”); and (D) the acquisition and installation in and around the Land and Improvements of certain machinery, equipment and other items of tangible personal property (the “Equipment”, and together with the Land and Improvements, the “Facility”); and

WHEREAS, in furtherance of the Project, SHLDC and Company have negotiated terms for disposition of a fee interest in the Land to the Company (the “Disposition”), as outlined within the LOI and memorialized within a proposed Land Development Agreement with Exclusive Option and License (herein, the “LDA”, a copy of which is presented before this meeting); and

WHEREAS, in furtherance of the Disposition, and in accordance with applicable provisions of the Public Authorities Law (“PAL”), SHLDC is required to issue a Notice of Disposition to required recipients pursuant to PAL Section 2897(6)(d) at least 90 days prior to the transfer of the Land (the “Disposition Notice”), such Disposition being exempted from publicly advertising for bids pursuant to PAL Section 2897(6)(c)(v) and obtaining fair market value pursuant to PAL Section 2897(7)(ii); and

WHEREAS, the consideration and approval of the LDA as an interim action of SHLDC is a Type II action as defined pursuant to SEQRA, for which no formal review is required; and

WHEREAS, SHLDC desires to authorize the execution and delivery of the LDA Agreement, along with the interim actions and expenditures contemplated therein.

NOW, THEREFORE, BE IT RESOLVED, by the Directors of the Corporation as follows:

Section 1. SHLDC hereby reaffirms that it is within its purpose, mission and statutory authority under Section 1411 of the Not-for-Profit Corporations Law to undertake the proposed Project in order to advance economic development, job creation and the general welfare for the residents of the Village of Sleepy Hollow. The Corporation has identified the execution of the LDA and related preliminary engineering and architectural studies and reports as Type II Actions pursuant to SEQRA at 6 NYCRR Part 617.5(c)(27) as actions that involve conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action.

Section 2. SHLDC hereby authorizes the execution and delivery of the LDA, along with the preliminary activities set forth therein, including, but not limited to the issuance of the Disposition Notice.

Section 3. The Chairman, Vice Chairman and/or Chief Executive Officer of the Corporation are authorized to execute and deliver the LDA in such form as approved by such officers, along with counsel to SHLDC.

Section 4. The officers, employees and agents of the Corporation are hereby authorized and directed for and in the name and on behalf of the Corporation to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Corporation with all of the terms, covenants and provisions of the documents executed for and on behalf of the Corporation.

Section 5. This resolution shall take effect immediately.

On motion duly made by Director Connell and seconded by Director Sklar, the forgoing resolution was placed before the Board of Directors of the Corporation and voted:

	Aye	Nay	Abstain	Absent
Michael Dawley	X			
Erica Schmidt				X
Lauren Connell	X			
Benjamin Sklar	X			
Benjamin Sirota	X			

The Resolution was there upon duly adopted.

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) SS:

I, the undersigned, Acting Secretary of the Sleepy Hollow Local Development Corporation, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the Sleepy Hollow Local Development Corporation (the "Corporation"), including the resolution contained therein, held on October 13, 2025, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Corporation and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Corporation had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Corporation present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this ___ day of _____, 2025.

Acting Secretary

[SEAL]

EXECUTION COPY

**LAND DEVELOPMENT AGREEMENT WITH LICENSE
AND EXCLUSIVE OPTION**

THIS LAND DEVELOPMENT AGREEMENT WITH LICENSE AND EXCLUSIVE OPTION (hereinafter, this “Agreement”), dated as of the [___] day of October, 2025 (the “Effective Date”), by and between the **SLEEPY HOLLOW LOCAL DEVELOPMENT CORPORATION**, a not-for-profit local development corporation duly organized, existing and in good standing under the laws of the State of New York (the “State”) having its principal office at 28 Beekman Avenue, Sleepy Hollow, New York 10591 (herein, “SHLDC” or the “Seller”) and **BEEKMAN BOWTIE, LLC**, a New York limited liability company duly formed and validly existing under the laws of the State with offices at 212 Legend Drive, Sleepy Hollow, New York 10591 (the “Company”).

WITNESSETH:

WHEREAS, SHLDC was established as a domestic, not-for-profit, local development corporation pursuant to Section 1411 of the Not-for-Profit Corporation Law of the State of New York (the “Act”) on September 18, 2014 pursuant to the filing of a certain Certificate of Incorporation (the “Certificate of Incorporation”), such Certificate of Incorporation empowering SHLDC to acquire and dispose of real estate and issue revenue bonds and to undertake projects and financings for purposes allowable pursuant to the Act and the Certification, including, but not limited to projects that lessen the burdens of government; and

WHEREAS, in furtherance of the purposes and powers set forth within the Act and the Certificate of Incorporation, SHLDC (i) acquired from the Cliff Walk Sleepy Hollow LLC certain lands and existing improvements located at 193 Beekman Avenue within the Village of Sleepy Hollow, New York (the “Village”) as identified by TMID No. 115.11-1-84 (the “UAW Parcel”) and (ii) acquired from the Town of Mount Pleasant Industrial Development Agency (“MPIDA”) certain lands within the Village as identified by former TMID No. 115.11-1-85 (the “Viaduct Parcel”, as currently identified as a portion of SHLDC-owned parcel 115.11-1-2, and, together with the UAW Parcel, the “Property”), such Property totaling approximately 1.04 acres of real property; and

WHEREAS, the Viaduct Parcel is classified by the Village in its Zoning Map in the RF zoning district, and the UAW Parcel is classified in the C-2 zoning district; and

WHEREAS, on February 4, 2020, the Village previously rezoned the UAW Parcel as a “Strategic Property Redevelopment Floating Zone” (“SPAR”) to incentivize the redevelopment of the UAW Parcel to its highest and best use; and

WHEREAS, the SHLDC has received an offer from the Company to acquire all or portions of the Property in connection with a certain proposed project (the “Project, as further defined herein), as further detailed within a certain Preliminary Letter of Intent, dated as of July 2, 2025 (the “LOI”); and

WHEREAS, SHLDC and the Company desire to memorialize the terms and conditions of a project for the sale and redevelopment of portions of the Property into a mixed-use residential apartment and commercial facility (the “Project”) consisting of all of the following: (A) the sale of portions of the Property by SHLDC to the Company (hereinafter, the “Land”, as depicted within Exhibit A, hereto), with retained easements and rights of way in favor of SHLDC and/or the Village for the construction, maintenance, repair and replacement of retaining walls, Clinton Street Extension, green spaces and other public amenities; (B) the planning, design, permitting, finance, construction and operation on the Land by the Company of a mixed-use commercial and residential multi-family housing development consisting of at least six (6) townhomes (the “Townhomes”), a five (5) story mixed use building (with maximum roof height of fifty-five (55) feet) with twenty-seven (27) rental units and approximately one thousand (1,000) sf of ground floor commercial spaces, along with related structured and surface parking (the “Mixed Use Building”), access and egress improvements, and related utility and site improvements (collectively, the “Improvements”); and (D) the acquisition and installation in and around the Land and Improvements of certain machinery, equipment and other items of tangible personal property (the “Equipment”, and together with the Land and Improvements, the “Facility”); and

WHEREAS, in furtherance of the Project, SHLDC and Company have negotiated terms for disposition of a fee interest in the Land to the Company (the “Disposition”), as outlined within the LOI and memorialized herein; and

WHEREAS, in furtherance of the Disposition, and in accordance with applicable provisions of the Public Authorities Law (“PAL”), SHLDC is required to issue a Notice of Disposition to required recipients pursuant to PAL Section 2897(6)(d) at least 90 days prior to the transfer of the Land (the “Disposition Notice”), such Disposition being exempted from publicly advertising for bids pursuant to PAL Section 2897(6)(c)(v) and obtaining fair market value pursuant to PAL Section 2897(7)(ii); and

WHEREAS, SHLDC and the Company wish to enter into this Agreement to provide the Company with preliminary Project development access rights to the Land and an exclusive option to acquire the Land from SHLDC in furtherance of the Project; and

NOW THEREFORE, for and in consideration of the promises and the mutual covenants hereinafter contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto formally covenant, agree and bind themselves as follows:

ARTICLE I REPRESENTATIONS AND COVENANTS

Section 1.1. Representations and Covenants of SHLDC.

SHLDC makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) SHLDC is a duly established and existing domestic, not-for-profit, local development corporation pursuant to Section 1411 of the Act, pursuant to which SHLDC has the power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. Upon completion of the procedural requirements mandated upon SHLDC by the Act and the PAL, along with satisfaction by the Company and SHLDC of certain Express Contingencies, as defined herein, SHLDC will have the authority to take the actions contemplated herein under the Act.

(b) SHLDC has been duly authorized to execute and deliver this Agreement. This Agreement constitutes the valid and binding agreement of SHLDC, is enforceable in accordance with its terms, and other than the pre-closing activities of SHLDC as detailed within Section 6.1 hereof, the Express Contingencies to be satisfied by the Company, as defined herein, all necessary action on the part of SHLDC to authorize the transactions herein contemplated has been taken, and no further action is necessary for such purpose.

(c) Pursuant to the terms hereof, it is contemplated that SHLDC will transfer to the Company title to the Land.

(d) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of the Act or of any corporate restriction or any agreement or instrument to which SHLDC is a party or by which it is bound, or will constitute default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of SHLDC under the terms of any such instrument or agreement.

(e) SHLDC has been induced to enter into this Agreement by the undertaking of the Company to acquire, construct the Project for the greater benefit of the Village.

(f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of SHLDC, threatened against or affecting SHLDC or the Property, to which SHLDC is a party, and in which an adverse result would in any way diminish or adversely impact on SHLDC's ability to fulfill its obligations under this Agreement.

(g) No entity or person other than the Company (pursuant to the terms hereof) has any right to acquire all or any portion of the Land.

(h) SHLDC is the sole fee owner of the Land and shall at Closing (as defined herein) deliver insurable and marketable title to the Land, free and clear of all liens, encumbrances, mortgages, leases, licenses, historical or landmark restrictions, bills of sale, contracts of sale (oral or written, except as provided herein), special agreements of any kind or nature whatsoever, or any liens of any nature other than Permitted Exceptions (as defined below, and including, but not limited to that certain Agreement Amending Covenants and Restrictions and Easement in Deed, dated as of December 28, 2016 and recorded in the Office of the Westchester County Clerk on January 6, 2017 at Control Number 563563116, and herein, the “Viaduct Parcel Covenants”). SHLDC has no knowledge of any title defect, lien or encumbrance affecting the Property, except for Permitted Exceptions.

(i) All environmental reports with respect to the Property in the possession or control of SHLDC have been delivered to the Company (the “Environmental Reports”, as listed within Exhibit C, hereto). Seller makes no representation and gives no warranties as to the environmental condition of the Property, including without limitation the presence of any Hazardous Substances at the Property, the compliance of the Property with Environmental Law, or the presence of any past, current, or threatened release of Hazardous Substances from or into, onto, or under the Property. As used in this Agreement, “Hazardous Substances” means any and all substances defined, listed, or otherwise classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, or words of similar meaning or regulatory effect that may form the basis of liability under any present or future Environmental Law or that may have a negative impact on human health or the environment. “Environmental Law” means any and all present and future federal, state and local laws, statutes, ordinances, rules, regulations, orders, decrees, judgments, decisions, consent decrees, binding guidance and the like, as well as common law, relating to protection of human health or the environment, Hazardous Substances, or liability for, or costs of, remediation or prevention of releases of Hazardous Substances. Company acknowledges that, subject to its rights under Section 7.2 hereof, it is taking the Property subject to all environmental conditions existing at the Property. Nothing in the immediately preceding sentence shall, however, be construed as a release of Seller for any liability Seller may have or hereafter incur under applicable Environmental Law and as per the Environmental Reports as listed within Exhibit C, hereto.

Notwithstanding the foregoing, reference is made to that certain Environmental Easement granted by the Town of Mount Pleasant Industrial Development Agency and General Motors LLC to The People of the State of New York, as recorded in the Office of the Westchester County Clerk on March 7, 2014 at Control Number 533193185 (the “Environmental Easement”), and 3) that certain Notice of Certificate of Completion for Brownfield Cleanup as recorded in the Office of the Westchester County Clerk on April 28, 2014 at Control Number 541113022 (the “BCP Cleanup Certificate”, and together with certain covenants within the Deed to SHLDC and the Environmental Easement, the “Environmental Covenants”), and to the best knowledge of SHLDC, the foregoing will not affect or prohibit the transfer of the Land, nor the development and operation of the proposed Project. SHLDC acknowledges and agrees that it will at all times remain

obligated to undertake all required Site Management Plan (“SMP”) activities and related required reporting associated with the SMP and the Viaduct Parcel.

(j) Condition of Property Generally. Company has the right pursuant to the License granted herein and will have ample opportunity to fully inspect the Property and if Company does not terminate this Agreement prior to the end of the Diligence period and proceeds with the Closing, Company will purchase the Land wholly in “AS IS”, “WHERE IS” condition, with all faults, and without warranty or representation by Seller whatsoever, express, implied, or statutory, pertaining to the Property or Land including the condition thereof or the suitability or fitness thereof for any particular use or purpose, the merchantability thereof or of any improvement thereon, the value or dimensions thereof, or any other matter with respect to the Property and/or Land or the improvements thereon. Without limiting the generality of the foregoing, except as expressly set forth in this Agreement, neither Seller nor its agents, contractors or representatives have made any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, as to, concerning, or with respect to (a) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology, (b) the income which may be derived from the Property, (c) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (d) the habitability, merchantability or fitness for a particular purpose of the Property, or (e) any other matter with respect to the Property, and specifically disclaims any such representations.

Section 1.2. Representations and Covenants of the Company.

The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a domestic limited liability company duly formed and validly existing under the laws of the State, is registered to undertake business and is registered to undertake business in the State, and has the authority to enter into this Agreement and has duly authorized the execution and delivery of this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

(c) The Project-related activities of the Company will conform with all applicable laws, and the Company shall defend, indemnify and hold SHLDC harmless from any liability or expenses resulting from any failure by the Company to comply with

the provisions of this subsection (c), excluding any failure that is due to an act or omission of SHLDC to comply with all applicable laws.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any way diminish or adversely impact on the Company's ability to fulfill its obligations under this Agreement.

ARTICLE II DEVELOPMENT RIGHTS, OPTION AND CONSIDERATION

Section 2.1. Development Rights.

(a) Subject and pursuant to the terms, conditions and contingencies contained within this Agreement, SHLDC hereby grants to the Company the exclusive right to undertake the Project on the Land. During the term of this Agreement, SHLDC shall not engage in discussions with any other developers or solicit proposals relating to the Land (the "Development Rights"). The exclusive Development Rights provided herein shall be granted for a period of one (1) year from the end of the Diligence Period (as defined herein) (the "Development Term"). In the event that a Closing Date, as defined within Section 2.2, below, is not scheduled and a Closing, as defined below, is not conducted within sixty (60) days after the expiration of the Development Term, as may be extended pursuant to the terms of this Agreement, the Company's rights and obligations hereunder, with the exception of the obligations contained within Section 8.11 hereof, shall lapse and become null and void. It is expressly agreed by the parties hereto that SHLDC and the Company shall work cooperatively to assure that the Company may expediently apply for and secure the Governmental Approvals (as defined herein), and complete the Closing (as defined herein) within sixty (60) days after the expiration of the Development Term (as may be extended pursuant hereto). The Company shall have the right to request two (2) extensions to the Development Term (such individual, successive extension terms, the first of which shall be six (6) months, and the second four (4) months, and hereinafter each, the "Extension Terms"). Any such request for extensions (an "Extension Request") by the Company shall be submitted to SHLDC in writing at least sixty (60) days prior to the end of the Development Term, as may be extended. For the avoidance of doubt, if there are two (2) Extension Requests, in no event may the Development Term be extended to comprise a period of greater than two (2) years, unless the Development Term is further extended by resolution adopted by SHLDC and in writing as an amendment hereto. Upon the Company's request, SHLDC shall execute a written confirmation of the date upon which an approved Extension Term shall expire. SHLDC shall approve a request for one or more Extension Terms in its discretion (not to be unreasonably withheld, conditioned or delayed), if the Company is diligently pursuing the fulfillment of the Company Express Contingencies, as defined herein.

(b) Notwithstanding anything to the contrary contained in this Agreement, at any time during the Development Term or any Extension Term, the Company may terminate this Agreement in its sole and absolute discretion in accordance with Section 8.15 hereof.

(c) The Company is hereby granted the right, subject to the terms of this Agreement and at its exclusive cost and expense, to make such applications, submissions and filings as are necessary to apply for and obtain all necessary governmental approvals relating to the Project, including, but not limited to, zoning, site plan and subdivision approvals from the Village Zoning and/or Village Planning Board, building permits, completion and satisfaction of SEQRA procedures, and any other requisite land-use applications and/or other approvals to permit development of the Project (all such permits and approvals, collectively, the “Governmental Approvals”), subject only to those conditions that are satisfactory to the Company in the Company’s sole and absolute discretion. As a component of the site plan approval process, the Company shall cause all necessary subdivision approvals to be secured, including the merger of the Land into a single development lot and tax parcel, if the Company so desires. Further, the Company shall cause the Project to be reviewed pursuant to SEQRA by an appropriate lead agency, with such SEQRA review and related classification and findings to be completed by the Village or Village Planning Board. The Company and SHLDC will work cooperatively to identify the preferred legal structure and improvements to be planned, designed, permitted and constructed upon the Viaduct Parcel, with the shared goal and intent of (i) complying with the Viaduct Parcel Covenants, and (ii) establishing the maximum number of parking spaces to be constructed and contribute to the Company’s density goals and requirements. SHLDC shall participate and support, through its reasonable cooperation requiring nominal expense, the Company’s applications or other actions as may be required for the Governmental Approvals.

(d) Due Diligence. The Company shall have sixty (60) days from the Effective Date to undertake its preliminary due diligence review of the Land (the “Diligence Period”). The Company shall have access to the Land for the purpose of conducting its preliminary due diligence and continued planning, design, engineering and permitting pursuant to the License granted below, as well as any and all investigations, tests, analysis, measurements, and studies as the Company may choose, in its sole and absolute discretion, to conduct and undertake in respect of the Land and the Project. The Company shall have the right, for any reason or no reason, to terminate this Agreement by giving written notice to SHLDC on or before the expiration of the Diligence Period. Upon receipt of such notice, the Deposit shall be promptly returned to the Company and this Agreement shall be deemed null and void and neither party shall have any further rights or obligations to the other except for those rights and obligations expressly stated to survive this Agreement.

Section 2.2. Exclusive Option to Acquire the Land. Subject and pursuant to the terms, conditions and contingencies contained within this Agreement, SHLDC hereby grants to the Company the exclusive option to acquire fee title to the Land for purposes of undertaking the Project (the “Option”), which title will be subject to SHLDC’s

reservation of retained easements and rights of way in favor of SHLDC and/or the Village for the construction of retaining walls, the Clinton Street Extension, green spaces and other public amenities (collectively, the “Public Improvements”); such easements and rights of way will not interfere with the development, construction, operation and maintenance of the Project and will provide that SHLDC and/or the Village will solely be responsible, at its sole cost and expense, for such maintenance, repair and replacement, and will contain typical and customary provisions such as indemnification and insurance) and the Permitted Exceptions. The Land is comprised of approximately 1.04 acres, being identified as portions of TMID No. 115.11-1-84 and former 115.11-1-85, and is more particularly defined and depicted within Exhibit A, hereto. Said Option is hereby granted by SHLDC to the Company in exchange for the Deposit, as further described herein and paid by the Company contemporaneously herewith, and for the Company’s willingness to undertake the Project. The Company may exercise the Option subject to the terms and conditions set forth herein and only during the Development Term, as defined herein, and whereupon, SHLDC and the Company shall consummate the transactions contemplated herein on the Closing Date, as defined herein. In the event that a Closing is not conducted within sixty (60) days after the expiration of the Development Term, or as otherwise permitted herein, the Option shall lapse and become null and void.

Section 2.3. Consideration. In exchange for the Development Rights, Option, title to the Land, as contemplated herein, the Company shall pay to SHLDC the sum of Two Million Seven Hundred Thousand U.S. Dollars (**\$2,700,000.00**), the “Purchase Price”, which is based upon the Company obtaining all requisite approvals (including the Governmental Approvals) to construct the Project with minimum building parameters as detailed in Section 5.1, as follows:

(a) Two Hundred Seventy Thousand Dollars (**\$270,000.00**) upon execution of this Agreement (the “Deposit”) in exchange for the Development Rights and Option granted herein, to be earned and retained by SHLDC as follows:

- (i) Twenty Five Thousand Dollars (\$25,000.00) of such Deposit to be deemed earned, remitted to, and retained by SHLDC and deemed non-refundable following the expiration of the Diligence Period if the Company has not terminated this Agreement prior to the expiration thereof.
- (ii) An additional One Hundred Thousand Dollars (\$100,000.00) of the Deposit shall be deemed earned, remitted to and retained by the Seller and non-refundable as of the one-year anniversary of the end of the Diligence Period and Initial Development Term, and shall be deemed released upon the Company’s request and Seller approval of the first Extension Term. If the Company elects to terminate this Agreement after the end of the Diligence Period, but prior to the end of the Initial Development Term, the foregoing One Hundred Thousand Dollars (\$100,000.00) shall be pro-rated as of six (6) months after the beginning of the Initial Development Term, with \$50,000 of such amount earned, remitted to and retained by the Seller and non-refundable if this Agreement is not terminated by the Company before that six (6) month period. If this Agreement is

terminated after the aforementioned six (6) month period, but prior to the end of the Initial Development Term, the remaining amounts of the unearned Deposit shall be returned to the Company.

- (iii) An additional Seventy-Five Thousand Dollars (\$75,000.00) of the Deposit shall be deemed earned, remitted to and retained by the Seller and non-refundable as of the 20th month after the end of the Diligence Period and first extended Development Term, and shall be deemed released upon the Company's request and Seller approval of the second and final Extension Term. If the Company elects to terminate this Agreement after the end of the first Extension Term, but prior to the end of the second Extension Term, the foregoing Seventy Five Thousand Dollars (\$75,000.00) shall be pro-rated as of 3rd month after the beginning of the second Extension Term, with \$37,500 of such amount earned, remitted to and retained by the Seller and non-refundable if this Agreement is not terminated by the Company before the 3rd month after the beginning of the second Extension Term. If this Agreement is terminated after the 3rd month after the beginning of the second Extension Term, but prior to the end of the second Extension Term, the remaining amounts of the unearned Deposit shall be returned to the Company.
- (iv) The remaining portion of the Deposit held shall be paid to Seller on the Closing Date.

(b) Two Million Four Hundred Thirty Thousand Dollars (**\$2,430,000.00**) to be paid on the Closing Date for title to the Land.

Section 2.3. Escrow Terms for Deposit. Company shall tender the Deposit with Harris Beach Murtha Cullina PLLC (herein, the "Escrow Agent") Escrow Agent shall deposit the Deposit in its IOLA account and shall hold, refund, disburse, and/or distribute, as the case may be, the Deposit in accordance with the Escrow Terms, as set forth within **Exhibit B**.

Section 2.4 Closing Date. The consummation of the within described transactions shall be hereinafter referred to as the "Closing", whereat SHLDC shall deliver a Bargain and Sale Deed with Covenants Against Grantor's Acts (the "Deed") to the Company conveying the Land, as subdivided, and other title related documents and items as set forth within this Agreement. The date of the Closing (hereinafter, the "Closing Date") shall be mutually established by SHLDC and the Company during the Development Term pursuant to the terms, conditions and contingencies contained within this Agreement, but in no event later than sixty (60) days following satisfaction of all of the Express Contingencies, or no later than sixty (60) days following the end of the Development Term, as defined herein.

ARTICLE III LICENSE PROVISIONS

Section 3.1. Grant of License. (a) Subject and pursuant to the terms, conditions and contingencies contained within this Agreement, SHLDC hereby grants to the Company an exclusive, revocable license (the “License”) to enter the Property for the exclusive purposes of surveying, studying, testing, drilling, boring and otherwise analyzing the Property and Land in connection with the planning, design and engineering of the Project, as defined herein. The Company shall provide SHLDC with copies of all engineering reports and test results associated with the Property, Land and Project received by the Company during the term hereof, including, but not limited to geotechnical boring results and other reports and test results relating to the Property’s site conditions. The License shall be co-terminus with the Development Term, as defined herein, unless otherwise revoked by SHLDC. SHLDC, as Licensor, may revoke this license at any time if the Company, as Licensee, is in breach of any term or provision hereof and such breach has not been cured within Sixty (60) days of written notice of such breach has been given to the Company by SHLDC.

(b) License Indemnities and Events of Default. The Company, as Licensee, does hereby protect, defend, indemnify and hold harmless SHLDC, as Licensor, against any and all claims, costs, judgments, liens, or actions, including reasonable attorney’s fees and costs of defense, for damage to property or injury to persons suffered on, or resulting or arising from the Company’s activities on the Property, including any activities, actions, malfeasance or omissions of the Company or any officer, employee, director, agent or contractor of the Company (collectively, the foregoing being referred to as “Indemnified Losses”, which shall not include matters caused by the gross negligence, willful misconduct, illegal acts, bad faith or fraud of SHLDC or, except, in each case, where the Company merely makes a discovery of a pre-existing condition at the Property). The provisions of this paragraph shall survive termination of this Agreement. The Company hereby further protects, defends, indemnifies and holds harmless SHLDC, as Licensor, against any and all claims, costs, judgments, liens, or actions, including reasonable attorney’s fees and costs of defense, for claims, judgments, actions and any related liens associated with the Company’s business activities as same may affect SHLDC or title to the Land, including, but not limited to any action or dispute that may give rise to a lien against the Land (except in each case, to the extent that such Losses are caused by the gross negligence, willful misconduct, illegal acts, bad faith or fraud of SHLDC). If at any point during the Development Term an action or proceeding (whether coupled with a lien filing or not) is threatened in writing or initiated by a third party against SHLDC or SHLDC’s title to the Land as a direct result of the Company’s business activities relative to the Project, the Company shall be deemed in default of this Agreement unless bonded off, released of record or otherwise remedied to SHLDC’s satisfaction within sixty (60) business days of written demand to cure tendered by SHLDC. The Company’s failure to cure such a default (whether through payment, settlement, performance or payment bond, or otherwise) within said sixty (60) day period shall have the effect of terminating this Agreement, including all development rights, the Option and any other rights of the Company contained herein or otherwise. In all events, the Company’s indemnification of SHLDC and obligation to pay all SHLDC costs associated with the Project pursuant to Section 2.5 hereof shall survive the termination of this Agreement.

Notwithstanding anything to the contrary in this Agreement, prior to any party declaring an event of default under this Agreement, the defaulting party must be given written notice of said default and the defaulting party shall have ten (10) business days from the date of said notice to cure said default.

(c) License Insurance Requirements:

At all times throughout the term of this Agreement, the Company, as Licensee, shall maintain the following insurance:

(i) Worker's compensation insurance, disability benefits insurance, and each other form of insurance which the parties hereto are required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Licensee working on the Project.

(ii) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Licensor by any applicable workmen's compensation law; and a blanket excess liability policy in the amount not less than \$3,000,000, protecting SHLDC, as Licensor, against any loss or liability or damage for personal injury or property damage.

All insurance required by this Agreement shall name SHLDC, as Licensor, as an additional insured. All such insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Licensee and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company, as Licensee, is engaged. All policies evidencing such insurance shall provide for (i) payment of the losses of the Licensee and SHLDC as their respective interests may appear, and (ii) if possible, at least thirty (30) days written notice of the cancellation thereof to the Licensee and SHLDC, as Licensor. All such certificates of insurance of the insurers that such insurance is in force and effect, shall be deposited with SHLDC on or before the first occasion on which Licensee is to enter on the Land for the purposes described in this Agreement. Prior to expiration of the policy evidenced by said certificates, the Licensee shall furnish SHLDC evidence that the policy has been renewed or replaced or is no longer required by this Agreement.

ARTICLE IV
Intentionally Deleted

ARTICLE V
CONTINGENCIES PRIOR TO PERFORMANCE

Section 5.1. Express Contingencies.

With the exception of undertaking pre-closing activities (as further defined herein), the parties hereto shall not be obligated to perform or carry out any of the proposed undertakings for the Project, as detailed within Article VI, below, until the following express contingencies (“Express Contingencies”) are satisfied:

(a) **Company Express Contingencies:**

(i) Project Design, Site Plan Approval, Subdivision and SEQRA. The Company, at its exclusive cost and expense, shall have (i) completed all engineering and design activities necessary to construct the Project; (ii) secured all necessary Governmental Approvals relating to the Project, subject only to those conditions that are satisfactory to the Company in the Company’s sole and absolute discretion, which shall include minimum buildable square feet for the Project (“Minimum SF”), such Minimum SF to include each Townhome having at least 3,600 square feet (21,600 square feet across at least 6 Townhomes), and the Mixed-use Building having at least 4,550 square feet within each of at least 6 approved levels (including garage) for a minimum of 27,300 square feet x 1.1 for mechanical spaces, and a total minimum of 30,030 square feet; (iii) caused all necessary subdivision approvals to be secured, including, at the Company’s option, the merger of the Land into a single development lot and tax parcel; and (iv) caused the Project to be reviewed pursuant to SEQRA by an appropriate lead agency, with such SEQRA review and related classification and findings to be completed prior to the exercise of the Option and Closing Date, as defined herein. Upon request and to the extent necessary, Seller shall assist the Company to subdivide the Viaduct Parcel from any other properties owned by Seller in connection with the development of the Project.

(ii) Financing Commitments. The Company, at its exclusive cost and expense, shall have secured firm financing commitment(s) in form and substance customary for transactions of the type contemplated by this Agreement at interest rates and on other terms acceptable to the Company in its sole and absolute discretion providing for the provision of funds sufficient to fund all costs associated with the Project (collectively, the “Financing Commitments”). Evidence of satisfaction of the Financing Commitments shall include demonstration that the Company has a term sheet or firm commitment letter and may proceed to close with lender(s) within sixty (60) days after satisfaction of each of the Expressed Contingencies.

(iii) Company IDA Assistance. The Company shall submit an application for financial assistance to the Town of Mount Pleasant Industrial Development Agency (“MPIDA”) to secure financial assistance for the Mixed Use Building and other qualifying portions of the Project. The Company shall confirm MPIDA approval (the “MPIDA Approval”) to provide a Payment in Lieu of Tax Agreement for the Mixed Use Building containing a term of at least fifteen (15) years, with an initial minimum annual

payment of Seventy-Five Thousand Dollars (\$75,000.00), with annual escalations of no more than Two Percent (2.0%), as shall be approved by MPIDA. The Seller shall fully cooperate, support and endorse the Company's application to MPIDA, and based upon prior discussions by and between the SHLDC and MPIDA, and if MPIDA formally approves to provision of up to Five Hundred Thousand Dollars (\$500,000.00) in Project funding and reimbursements for the SHLDC's prior stabilization of the Land through demolition and other abatement activities (the "MPIDA Funding"), the Company agrees that all such MPIDA Funding shall be directed to and retained by SHLDC.

(iv) Recreation and Building Permit Fees. Company shall secure confirmation from the Village that all recreation fees will be waived for the Project, and that building permit fees will be capped at Two Hundred Sixty-Six Thousand One Hundred Eighty-Seven Dollars (\$266,187.00) for the Project.

(v) Title Commitment. The Company, at its exclusive cost and expense, shall have secured a Title Commitment (as defined below) for a Title Policy relating to the acquisition of an interest in the Land sufficient to undertake the Project.

ARTICLE VI PROPOSED UNDERTAKINGS FOR PROJECT; COMPANY INDEMNITIES

Section 6.1. Proposed Undertakings by SHLDC.

(a) Pre-closing Activities. Within thirty (30) days of the date hereof, SHLDC shall issue the Disposition Notice. SHLDC shall use commercially reasonable efforts to assist the Company, where appropriate, in securing any Governmental Approvals relating to the Project.

(b) Closing and post-closing activities. Upon satisfaction of the Express Contingencies as set forth within Section 5.1 above, the Company will issue a closing notice to SHLDC in accordance herewith to exercise the Option, the parties will schedule the Closing Date to conduct the Closing, and in accordance herewith SHLDC will transfer the Land to the Company pursuant to the Deed for purposes of allowing the Company to undertake the Project.

Section 6.2. Proposed Undertakings by the Company.

(a) Undertaking of Project. The Company shall promptly undertake the Project on the Closing Date and shall thereafter in accordance with applicable MPIDA and lender requirements use commercially reasonable efforts to undertake and complete construction of the Project with diligence and continuity and in a good and workmanlike manner to completion, in accordance with all legal requirements and insurance requirements. The costs incurred by the Company in furtherance of undertaking the Project shall be solely borne by the Company. Following the Closing Date, the Company shall use commercially reasonable efforts in undertaking all aspects of the Project.

(b) Pre-closing activities. The Company shall use commercially reasonable efforts to eliminate the Company Express Contingencies set forth within Section 5.1, above. Subject to the satisfaction of the Company Express Contingencies, the Company's commercially reasonable efforts shall be used to prepare for prompt commencement of construction on the Closing Date, including: (i) to finalize substantially all of the necessary plans and specifications for the Project, including finalized budget figures; (ii) to secure any and all necessary Governmental Approvals for the Project; (iii) to finalize all necessary contracts for the commencement of construction of the Project; (iv) to secure the Financing Commitments and MPIDA Approval; and (v) such other business activities of the Company necessary to undertake the Project.

(c) Closing and post-closing activities. Upon satisfaction of the Express Contingencies set forth within Section 5.1, above, the Company may issue a closing notice to SHLDC and proceed to exercise the Option to acquire the fee interest in the Land from SHLDC on the Closing Date. The Company will construct the Project pursuant in accordance with all Applicable Laws. On or before the Closing date, SHLC and the Company shall negotiate and enter into a mutually-acceptable form of License Agreement allowing the Company to dispose of fill from the Project within SHLDC-owned "East Parcel" at the Company's cost (including all transporting, loading, unloading, supervision and testing as deemed required by SHLDC and/or any applicable regulatory authority). The foregoing License Agreement for fill placement shall be subject to then-available spaces within the East parcel and the consent of the Village as master tenant of the East Parcel.

Section 6.3 Indemnification and Hold Harmless Provisions. Subject to the provisions contained herein or within any other agreement by and among the parties hereto, the Company hereby releases SHLDC and its assigns from, agrees that SHLDC, and its assigns shall not be liable for, and agrees to indemnify, defend and hold SHLDC and its assigns and their executive director, officers, members, directors and employees, and their respective successors, assigns or personal representatives, harmless from and against any and all (i) Indemnified Losses, including liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Company's utilization of the License contained herein during the term hereof and at all times prior to the Closing Date, including any Indemnified Losses arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Property or (ii) liability arising from or expense incurred by SHLDC in connection with enforcing the Company's indemnification for the Indemnified Losses or any other event of default hereunder, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of SHLDC or any of its members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; except, however, that such indemnities will not be applicable with respect to illegal acts, bad faith, fraud, willful misconduct or gross negligence on the part

of the indemnified party to the extent that such an indemnity would be prohibited by law. The provisions of this Section 6.3 shall survive the Closing Date.

Section 6.4 Closing Deliverables. As of the Closing Date, and subject to the terms of this Agreement, including the Express Contingencies, SHLDC shall deliver (i) the Company the Land vacant and free of all leases and tenancies; (ii) the Deed and such conveyance or transfer tax forms or returns, if any, as are required to be delivered or signed by the parties by applicable state and local law in connection with the conveyance of the Land (i.e., forms RP-5217 and TP-584); (iii) a Foreign Investment in Real Property Tax Act affidavit; and (iv) evidence of the existence, organization and authority of SHLDC and of the authority of the persons executing documents on behalf of SHLDC, reasonably satisfactory to the Company's title company. The parties shall deposit with the Company's title company an executed closing statement consistent with this Agreement in the form required by the title company, and such other items as are contemplated by this Agreement. It shall be a condition to Closing of each party to this Agreement that the other party shall not be a party to or the subject of any pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, that would materially and adversely affect the other party's ability to perform its obligations under this Agreement or materially and adversely affect the Company's fulfillment of the Express Contingencies or development of the Project.

Section 6.5 Title Review.

On or before the end of the Diligence Period, the Company shall order a fully guaranteed abstract (or abstracts) of title setting forth the title for the Property for at least forty (40) years, including tax, title, and judgment searches run against the Land, all dated or redated subsequent to commencement of the Development Term, with copies of all title exception documents ("Title Commitment") in order to permit the Title Company to issue to the Company at Closing, ALTA Owner's, and to the lender(s), Lender's Title Insurance Policies (the "Title Policy"), which shall include all title endorsements required by Company and Company's lender(s), as well as the Company's members and any equity partner(s), insuring good and marketable fee simple title to the Land, in an amount no less than the Purchase Price, subject to such exceptions to title as are permitted herein, and if desired by the Company, a survey of the Property. The cost of such Title Commitment and any Survey, as well as the cost of continuing such searches through and including the Closing Date shall be borne by the Company. A copy of the Title Commitment and any survey shall be provided to SHLDC within Ten (10) days of receipt thereof by the Company. The Company shall obtain and review the Title Commitment and provide SHLDC with written notice of any objectionable title conditions within sixty (60) days after the commencement of the Development Term. Within twenty (20) business days after its receipt of the notice from the Company of any objectionable title conditions, SHLDC shall notify the Company as to whether or not SHLDC shall (i) remedy the objectionable title conditions (at or prior to Closing), or (ii) at the Company's sole election, obtain the Title Company's commitment to insure over, at SHLDC's cost and expense, each of the objectionable title conditions noted by the Company (the "Title

Notice”). SHLDC shall be required to cure objectionable title conditions other than the Permitted Exceptions, as defined within Schedule B of the Title Commitment (the “Permitted Exceptions”, which shall include the Viaduct Parcel Covenants). Notwithstanding anything to the contrary contained herein, Permitted Exceptions shall not include and SHLDC shall be obligated to cure, without limitation, objectionable title conditions that the Company expressly agrees to be responsible to cure (which shall include any title conditions created by the Company during the Development Term); exceptions for filed or unfiled mechanics’ liens resulting from work performed by or at the request of the Company for the Project; taxes, judgments, monetary encumbrances, or other liens; the exception for defects, liens, encumbrances, adverse claims or other matters created after the date of the Title Commitment but prior to the Closing. For the avoidance of doubt, SHLDC shall provide affidavits as the Company’s title company shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, monetary encumbrances, bankruptcies or other returns against persons or entities whose names are the same as or similar to SHLDC. The parties agree to cooperate with each other to ensure that the Title Policy shall be in form and substance acceptable to the Company, and Company’s lender(s), as of the Closing Date.

Company may on or before the Closing Date, notify Seller in writing (“Gap Notice”) of any objections to title: (i) first disclosed by the Title Company and coming of record after the end of the Diligence Period and prior to the Closing Date; and (ii) not otherwise known to Company prior to the end of the Diligence Period; provided that Company must notify Seller of such objection within five (5) business days of being given notice of the existence of such exception. If Company delivers a Gap Notice to Seller, then Seller shall, in the exercise of its sole discretion, advise Company in writing within three (3) business days after receipt of the Gap Notice whether Seller intends to correct the title objection prior to the Closing Date. If Seller elects not to correct the title objection, or if Seller provides no written notice to Company of its intent with respect thereto (in which event Seller shall be deemed to have elected not to correct the title objection within the three (3) business day period set forth above), Company shall be required either to waive its objection or terminate this Agreement by written notice delivered to Seller and Escrow Agent on or before the first to occur of five (5) business days after Seller elects or is deemed to have elected not to cure the title objection or the Closing Date. The Closing Date shall be extended, as necessary, to permit Seller at least three (3) business days to respond to a Gap Notice, and Company at least five (5) business days after receipt of Seller's response (if Seller fails to respond within such three (3) business day period, Seller shall be deemed to have elected not to correct the title objection identified in the Gap Notice) to elect to terminate this Agreement. Company's election to terminate this Agreement shall be made, if at all, not later than 5:00 p.m., Eastern Standard Time on the fifth (5th) business day after Seller's response is given (or deemed given) to the Gap Notice. Subject to any title objection which Seller has agreed to correct prior to the Closing Date in response to the Gap Notice, if Company does not terminate this Agreement as provided in this Section, such objections shall thereafter be deemed included in the Permitted Encumbrances. In the event that Company duly exercises any termination right it may have under this Section, then upon the giving of such notice of termination, the unearned Deposit and accrued interest thereon, if any, shall be refunded

to Company by Escrow Agent, and this Agreement shall terminate and be of no further force or effect and neither party shall have any further liability or obligation to the other hereunder, except as expressly set forth herein to the contrary.

Notwithstanding the foregoing, Seller shall not be required to bring any action or proceeding, or to incur any expense above Twenty Thousand Dollars (\$20,000.00) in the aggregate (the “Title Cure Cap”), to remove or cure any objections contained in the Title Notice or Gap Notice. Notwithstanding the foregoing, the Title Cure Cap shall not apply with respect to (a) outstanding property taxes, assessments, or water/sewer charges (“Impositions”), or (b) any mortgage, lien, judgment or other encumbrance against the Property dischargeable upon payment of a liquidated sum of money, which was either created by Seller or of which Seller had actual knowledge of as of the date hereof (each a “Monetary Encumbrance”), all of which Seller is required to discharge at or prior to Closing irrespective of amount. If the reasonably estimated aggregate cost of curing any title objections, other than Impositions or Monetary Encumbrances, shall exceed the Title Cure Cap, then Seller shall have the option to terminate this Agreement unless the Company shall agree to waive Seller’s obligation to cure such title defects and to proceed to Closing with a credit against the Purchase Price in the amount of the Title Cure Cap. In the event this Agreement is terminated pursuant to this Paragraph, the Deposit shall be promptly refunded to the Company, and upon making such refund and reimbursement, this Agreement shall be of no further force or effect, and neither party shall have any further claims or rights against, or liabilities or obligations to, the other party by reason of this Agreement except those which this Agreement expressly provides survive termination.

ARTICLE VII NO RECOURSE OF SHLDC

Section 7.1. No Recourse; Special Obligation.

(a) The obligations and agreements of SHLDC contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of SHLDC, and not of any member, director, officer, agent (other than the Company) or employee of SHLDC in his individual capacity, and the members, officers, agents (other than the Company) and employees of SHLDC shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(b) The obligations and agreements of SHLDC contained herein shall not constitute or give rise to an obligation of the State, the County, or the Village, and neither the State, nor the County or the Village shall be liable hereon or thereon. and, further, other than those covenants and indemnities provided by SHLDC to the Company herein, such obligations and agreements shall not constitute or give rise to a general obligation of SHLDC, but rather shall constitute limited obligations of SHLDC, as its interests may appear, payable solely from the revenues of SHLDC derived and to be derived from the

sale or other disposition of the Land, including the Deposit and Purchase Price, or any indemnification or proceeds derived from insurance required herein.

(c) In any circumstances constituting a default under this Agreement by the Company, or creating liability on the part of the Company under this Agreement, or in any way pertaining to the Land and the Project, no present or future member, partner, manager, shareholder, officer, director, employee, or agent of any of the entities comprising the Company, shall be personally responsible in any way whatsoever for the Company's default or liability, and no judgment with regard thereto shall be obtained, entered or enforced against any of them or any of their respective properties (both real and personal).

Section 7.2. No Joint Venture Created.

The parties hereto mutually agree that by entering into this Agreement the parties hereto are not entering into a joint venture.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

Section 8.1. Notices.

All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail or overnight courier service, postage prepaid, addressed as follows:

To SHLDC: Sleepy Hollow Local Development Corporation
28 Beekman Avenue
Sleepy Hollow, New York 10591
Attn: Chairman

With copies to: Harris Beach Murtha Cullina PLLC
677 Broadway, Suite 1101
Albany, New York 12207
Attn: Justin S. Miller, Esq.

To the Company: Beekman Bowtie, LLC
212 Legend Drive
Sleepy Hollow, New York 10591
Attn: Alex Saltzman

With copies to: Cuddy & Feder LLP
445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
Attn: Eon S. Nichols, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

Section 8.2. Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon SHLDC, the Company and their respective successors and assigns.

Section 8.3. Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.4. Amendments, Changes and Modifications.

This Agreement may not be amended, changed, modified, altered or terminated without the concurring written consent of the parties hereto.

Section 8.5. Execution of Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8.6. Applicable Law.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State for contracts to be wholly performed therein. Any court action brought to interpret or enforce any provisions of this Agreement, or otherwise relating to or arising from this Agreement, must be commenced and maintained in the appropriate state or federal courts in Westchester County, New York, and each party irrevocably consents to the exclusive jurisdiction and venue of such courts for such purposes.

Section 8.7. Recording and Filing.

This Agreement or a memorandum thereof, shall be recorded or filed, as the case may be, in the Office of the Clerk of the County, or in such other office as may at the time be provided by law as the proper place for the recordation or filing thereof.

Section 8.8. Survival of Obligations.

This Agreement shall survive beyond the Closing Date and the performance of the obligations of the Company to make payments required by Section 2.3. All indemnities contained herein shall survive any termination or expiration of this Agreement.

Section 8.9. Section Headings Not Controlling.

The headings of the several sections in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provision of this Agreement.

Section 8.10. Broker.

SHLDC and the Company represent and warrant to the other that no party hereto has dealt with any broker or finder entitled to any commission, fee, or other compensation by reason of the execution of this Agreement, and each party agrees to indemnify and hold the other harmless from any charge, liability or expense (including attorneys' fees) the other may suffer, sustain, or incur with respect to any claim for a commission, fee or other compensation by a broker or finder claiming by, through or under the other party.

Section 8.11. Attorneys' Fees and Expenses.

(a) Other than as set forth herein, the parties shall be responsible for the payment of their respective attorneys' fees and expenses.

Section 8.12. No Additional Waiver Implied by One Waiver.

In the event any agreement contained herein should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 8.13. Force Majeure.

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, acts of God, labor shortages, materials shortages, war, insurrection, terrorism, natural disasters, pandemics (including, with respect to COVID-19) or epidemics proximate to the Project ("Force Majeure"). Notwithstanding the foregoing, provided, however, that Force Majeure shall not include any delay resulting from the financial inability of the Company to complete the Project. As a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

Section 8.14. Assignment.

(a) This Agreement may not be assigned by the Company in whole or in part except to a Related Person of the Company (as that term is defined in subparagraph (C) of paragraph three of subsection (b) of section four hundred sixty-five of the Internal Revenue Code of 1986, as amended, hereinafter “Related Person”) without the prior written consent of SHLDC, which consent shall not be unreasonably withheld, conditioned or delayed. A transfer in excess of 50% of the equity voting interests of the Company (including all parent companies of the Company through and including the ultimate taxpayer(s) owning or controlling the Company), other than to a Related Person of the Company, shall be deemed an assignment and require affirmative notice and disclosure by the Company, shall be sent on or prior to the end of the Diligence Period, and/or any Extension Request submitted by the Company, and evidenced in the form of an updated General Certificate of Company containing a certified copy of the updated Operating Agreement of the Company and revised organizational chart identifying all equity owners of the Company (and parents thereof). All assignments shall occur upon the following conditions, as of the time of each assignment:

- (i) no assignment shall relieve the Company from primary liability for any of its obligations hereunder;
- (ii) any assignee shall assume the obligations of the Company hereunder to the extent of the interest assigned; and
- (iii) the Company shall, within ten (10) days after the delivery thereof, furnish or cause to be furnished to SHLDC a true and complete copy of such assignment and the instrument of assumption; and
- (iv) if SHLDC shall so request, as of the purported effective date of any assignment pursuant to subsection (a) of this Section 8.14, the Company at its cost shall furnish to SHLDC with an opinion, in form and substance satisfactory to SHLDC as to items (i) and (ii) above.

(b) Any such assignment shall be subject to the legal review by SHLDC and its counsel (at no cost to SHLDC; any such reasonable out of pocket cost to be paid by the Company, including reasonable attorneys’ fees), and shall contain such terms and conditions as reasonably required by SHLDC and its counsel.

Section 8.15. Company Right to Terminate.

SHLDC acknowledges that the Company shall have the right, at its sole discretion, to terminate the Agreement at any time (due to a default or as otherwise provided herein) and/or seek any available remedy at law or equity, including specific enforcement of SHLDC’s obligations hereunder. The Company’s election to terminate

this Agreement shall be evidenced in writing and transmitted to SHLDC in accordance with Section 8.1, hereof. Termination of this Agreement by the Company shall automatically extinguish and nullify the Option and the related Development Rights granted herein as of such termination date, and the Company shall be entitled to return of all unearned portions of the Deposit. Notwithstanding anything to the contrary contained in this Section or elsewhere in this Agreement, in the event this Agreement is terminated by the Company due to SHLDC's default or SHLDC's failure to comply with any terms, covenants or conditions contained in this Agreement, then the Company shall be entitled to a full refund of the Deposit even if portions of the Deposit were remitted to SHLDC pursuant to Section 2.3(a) hereinabove.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, SHLDC and the Company have caused this Agreement to be executed in their respective names, all as of the Effective Date.

SLEEPY HOLLOW LOCAL
DEVELOPMENT CORPORATION

By: _____
Name: Michael Dawley
Title: Chairman

BEEKMAN BOWTIE, LLC

By: _____
Name: Alex Saltzman
Title: Managing Member

APPROVED AS TO FORM AND
AGREED AND ACCEPTED AS ESCROW AGENT:

HARRIS BEACH MURTHA CULLINA PLLC

By:
Title: Member

State of New York)
) ss.:
County of Westchester)

On the ___ day of October in the year 2025 before me, the undersigned, personally appeared **Michael Dawley**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
) ss.:
County of Westchester)

On the ___ day of October in the year 2025 before me, the undersigned, personally appeared **Alex Saltzman**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

DESCRIPTION OF AND DEPICTION OF THE PROPERTY

The color-coded sketches on the following pages are schematic and final boundaries are to be confirmed

193 Beekman

Viaduct Parcel

Village Property

East Parcel





193 Beekman

Viaduct Parcel

Village Property

East Parcel

Clinton Street Extension Roadway

193 Beekman

Viaduct Parcel

Village Property

East Parcel

Clinton Street Extension Retaining Wall

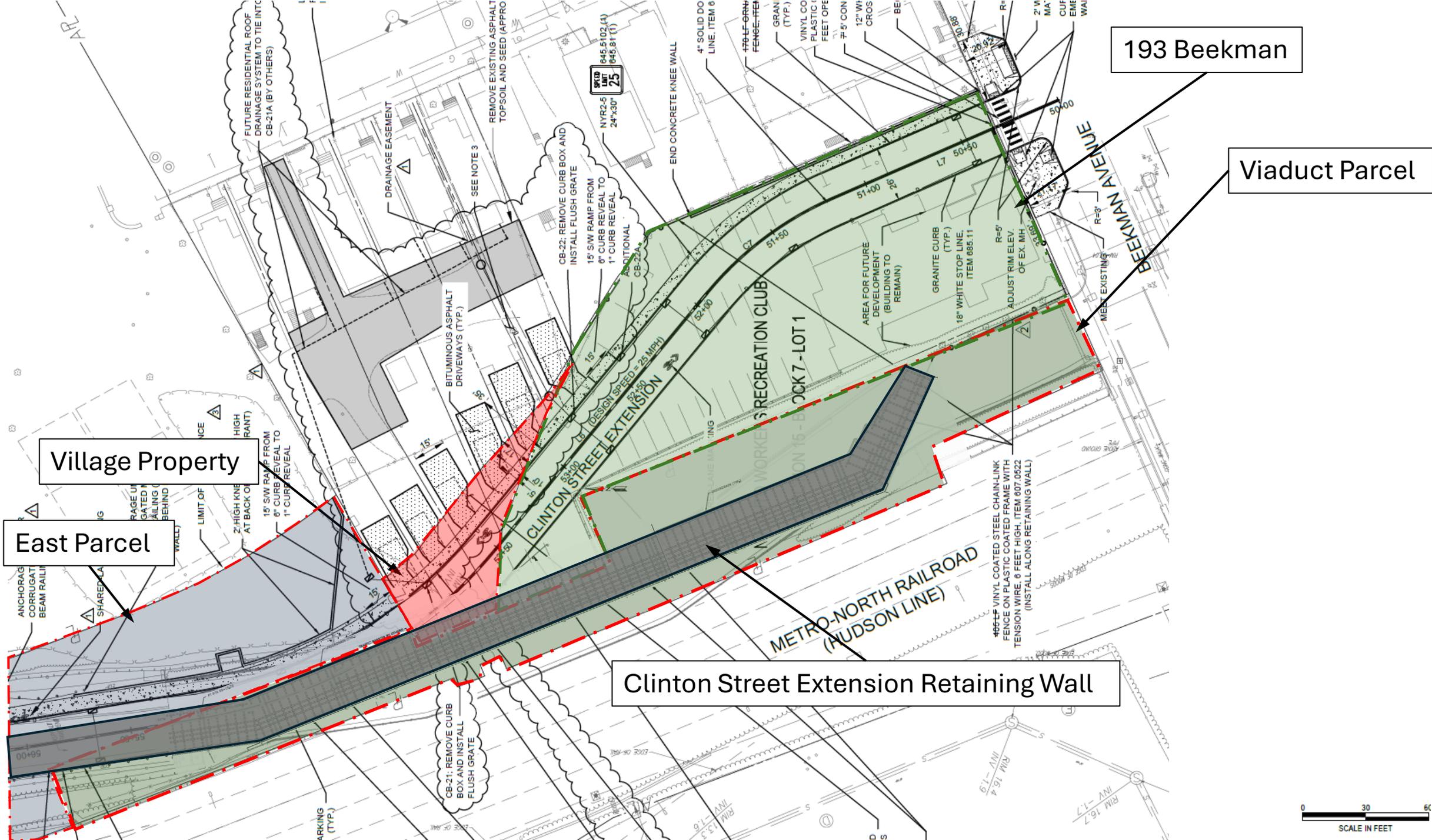


EXHIBIT B
ESCROW AGENT TERMS AND CONDITIONS

Escrow Agent Terms.

The parties acknowledge and agree that Harris beach Murtha Cullina PLLC shall serve as Escrow Agent for this Agreement (“Escrow Agent”).

In accordance with the terms hereof, Escrow Agent shall hold the Deposit and disburse said funds to SHLDC, as Seller, and/or the Company, as buyer, pursuant and in accordance with the terms and conditions as set forth herein. If the parties proceed and consummate the Closing on the Closing Date, Escrow Agent is instructed to deliver the remaining and unearned portions of the Deposit as a credit against the Purchase Price at Closing.

The duties of the Escrow Agent are only as herein specifically provided and purely ministerial in nature and the Escrow Agent incurs no liability whatever except for gross negligence or willful or wanton misconduct. Seller and Company each release the Escrow Agent from any act done or omitted to be done by the Escrow Agent in good faith in the performance of its duties hereunder. If Escrow Agent is also attorney for a party hereto, service by the Escrow Agent as Escrow Agent does not disqualify it from representing such party in connection with the transactions provided for in this Agreement.

Any request for release or disbursement of all or portions of the Deposit must be signed by Company and Seller; provided, however, that either party may submit a written request to Escrow Agent for applicable portions or all of the Deposit with a required copy of such request to the other party, and, if the other party fails to object in writing within ten (10) business days of such written request, Escrow Agent is authorized to disburse the portions of such Deposit to the requesting party. In addition, Escrow Agent is authorized to disburse the Deposit in accordance with a court order.

If, at any time, there exists any dispute or contradiction among the parties hereto with respect to the holding or disposition of the Deposit or funds for Closing, or if at any time Escrow Agent is unable to determine to Escrow Agent’s sole satisfaction the proper disposition of the Deposit or funds for Closing, or Escrow Agent’s proper actions with respect to its obligations hereunder, then Escrow Agent may, in its sole discretion, resign as Escrow Agent hereunder by delivery of written notice to all parties hereto, and upon such resignation, Escrow Agent shall pay the Deposit or funds for Closing and all interest, if any, earned thereon to (i) any court of competent jurisdiction for holding and disposition in accordance with the instructions of such court, or (ii) any successor escrow agent designated mutually among the parties hereto for holding and disposition in accordance herewith or any successor escrow agreement. Upon such resignation, Escrow Agent has no further obligations under this Agreement. Escrow Agent has no liability to any party hereto or any other person with respect to any such suspension of performance

or disbursement into court or successor escrow agent, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Deposit or funds for Closing, or any delay in or with respect to any other action required or requested of Escrow Agent.

Company and Seller, jointly and severally, shall reimburse Escrow Agent for all costs and expenses of any legal action or proceeding in connection with the Deposit, funds for Closing, or Escrow Agent's obligations hereunder, including, but not limited to, reasonable attorneys' fees and disbursements actually incurred, and shall indemnify, defend, and hold harmless Escrow Agent from any and all claims, actions, liabilities, judgments, and costs (including reasonable attorneys' fees actually incurred) incurred in connection with the escrow of the Deposit or funds for Closing, except to the extent same arises out of or as a result of any gross negligence or willful or wanton misconduct by the Escrow Agent.

Escrow Agent is not liable for any loss of the Deposit or funds for Closing by (or as a result of failure of) the bank in which such funds are deposited. Escrow Agent may rely upon any instrument, not only as to its due execution, validity, and effectiveness, but also as to the truth and accuracy of any information contained therein, which appears to have been signed or presented by the person or party purporting to sign the same. Escrow Agent is not liable for incidental, indirect, special, consequential, or punitive damages.

Seller hereby acknowledges that Escrow Agent is the attorney for the Seller, and agrees that Escrow Agent may represent Seller in connection with any and all matters, including, without limitation, the transaction contemplated by this Agreement and any litigation, including any action arising out of this Agreement, provided that in no event shall Company be responsible for payment of any fees incidental to any such representation of Seller (as opposed to in its capacity as Escrow Agent). Each of Seller and Company waive any claim of conflict of interest by reason of Escrow Agent's actions in that capacity under this Agreement.

EXHIBIT C
ENVIRONMENTAL REPORTS

Viaduct Parcel

- 1) NYS Department of Environmental Conservation DER Environmental Remediation Databases – Site Code: C360070B
<https://appfactory.dec.ny.gov/DERExternalSearch/ERDDetails?CameFromList=false&SiteCode=C360070B>
- 2) NYS Department of Environmental Conservation Decision Document Site No.: C360070 June 2012
https://extapps.dec.ny.gov/data/DecDocs/C360070B/Decision%20Document.BCP.C360070B.2012-06-08.Final_Document.pdf
- 3) Arcadis of New York, Inc. December 2013 Site Management Plan Site No.: C360070B
https://extapps.dec.ny.gov/data/DecDocs/C360070B/Work%20Plan.BCP.C360070B.2013-12-10.Site_Management_Plan.pdf
- 4) Arcadis or New York, Inc. March 2014 Final Engineering Report Site Nos.: C360070 & C360070B
https://extapps.dec.ny.gov/data/DecDocs/C360070B/Report.BCP.C360070B.2014-03-21.Final_Engineering_Report.pdf
- 5) NYS Department of Environmental Conservation Fact Sheet April 2014 – NYSDEC Certifies Cleanup Requirements Achieved at Brownfield Site – Site No.: C360070B
[https://extapps.dec.ny.gov/data/der/factsheet/c360070bcoc.pdf#:~:text=It%20\(%20The%20Site%20Management%20Plan%20\),the%20remedy%20is%20in%20place%20and%20effective](https://extapps.dec.ny.gov/data/der/factsheet/c360070bcoc.pdf#:~:text=It%20(%20The%20Site%20Management%20Plan%20),the%20remedy%20is%20in%20place%20and%20effective)
- 6) Roux Environmental Engineering and Geology, D.P.C. Periodic Review Report May 2020
<https://extapps.dec.ny.gov/data/DecDocs/C360070B/Report.BCP.C360070B.2020-05-22.Periodic%20Review%20Report%202020.pdf>
- 7) Roux Environmental Engineering and Geology, D.P.C. Periodic Review Report May 2023
- 8) Roux Environmental Engineering and Geology, D.P.C. Periodic Review Report May 2024
- 9) Roux Environmental Engineering and Geology, D.P.C. Periodic Review Report May 2025 (to be provided once filed with DEC)

193 Beekman Avenue/UAW Parcel

- 10) GZA GeoEnvironmental, Inc. October 2014 Phase I Environmental Site Assessment
- 11) HRP Report of Pre-Demolition Asbestos Survey January 2024
- 12) QuES&T Asbestos Abatement Monitoring & Management Services Project Closeout February 2025