

RPMV REALTY LLC

CRESTWOOD FARMS, INC.

CRESTWOOD DISTRIBUTION LLC

NORTH SHORE DAIRY, INC.

WHEY HOME INC.

GREAT AMERICAN DAIRY INC.

LONG ISLAND FARMS INC.

and

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY

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**PAYMENT-IN-LIEU-OF-TAX AGREEMENT**

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Town of Brookhaven Industrial Development Agency  
(RPMV REALTY LLC / CRESTWOOD FARMS, INC. FACILITY)

Town of Brookhaven, South Country School District

District	200
Section	843
Block	02.00
Lot	0026.008

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS AGREEMENT, dated as of June 1, 2015 (the "PILOT Agreement"), is by and among RPMV REALTY LLC, a limited liability company duly organized and validly existing under the laws of the State of New York (the "Company"), CRESTWOOD FARMS, INC. ("Crestwood Farms"), a business corporation duly organized and validly existing under the laws of the State of New York, CRESTWOOD DISTRIBUTION LLC ("Crestwood Distribution"), a limited liability company duly organized and validly existing under the laws of the State of New York, NORTH SHORE DAIRY, INC. ("North Shore"), a business corporation duly organized and validly existing under the laws of the State of New York, WHEY HOME INC. ("Whey"), a business corporation duly organized and validly existing under the laws of the State of New York, GREAT AMERICAN DAIRY INC. ("Great American"), a business corporation duly organized and validly existing under the laws of the State of New York, and LONG ISLAND FARMS INC. ("Long Island Farm"), a business corporation, duly organized and validly existing under the laws of the State of New York (Crestwood Farms, Crestwood Distribution, North Shore, Whey, Great American and Long Island Farm may be referred to as, collectively, the "Sublessees" and, individually, a "Sublessee"), each of the Company and the Sublessees having an office at 32 Sawgrass Drive, Bellport, NY 11713, and TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY, an industrial development agency and a public benefit corporation of the State of New York having its principal office at 1 Independence Hill, Farmingville, New York 11738 (the "Agency").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 358 of the Laws of 1970 of State of New York, as amended, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act"); and

WHEREAS, the Company and the Sublessees have submitted to the Agency a proposal for the Agency (the "Project") (a) to assist with (i) the acquisition of an approximately 1.433 acre parcel of land located at 32 Sawgrass Drive, Bellport, Town of Brookhaven, Suffolk County, New York (and further identified as Tax Map No. 200-843.00-02.00-0026.008) (the "Land"), and the renovation of the approximately 12,000 square foot building located thereon (the "Improvements"), and the acquisition and installation therein of certain equipment not part of the Equipment (as defined herein)(the "Facility Equipment"; together with the Land and Improvements, the "Company Facility"), which Company Facility is to be leased by the Agency to the Company and further subleased by the Company to the Sublessees, (ii) assist with the acquisition and installation therein of certain equipment and personal property (the "Equipment"), which Equipment is to be leased by the Agency to the Sublessees (the Company Facility and the Equipment are collectively referred to herein as the "Facility"), which Facility is to be used by the Sublessees for distribution of milk and food products, (b) to grant mortgage liens thereon and security interests therein, and (c) to provide financial assistance within the meaning of the Act; and

WHEREAS, the Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to acquire, construct, renovate and equip the Company Facility in accordance with the Plans and Specifications as approved by the Agency and the Bank (as hereinafter defined); and

WHEREAS, the Sublessees have agreed with the Agency, on behalf of the Agency and as the Agency's agent, to acquire and install the Equipment in accordance with the Application (as defined herein);

WHEREAS, the Agency intends to lease the Company Facility to the Company, and the Company desires to rent and acquire the Company Facility from the Agency, upon the terms and conditions hereinafter set forth in that certain Lease Agreement, dated as of June 1, 2015 (the "Lease Agreement"), and to lease the Equipment to the Sublessees, and the Sublessees desire to lease and acquire the Equipment from the Agency, upon the terms and conditions hereinafter set forth in the Equipment Lease Agreement, dated as of June 1, 2015 (the "Equipment Lease Agreement"); and

WHEREAS, immediately prior to the execution and delivery of this PILOT Agreement, (a) the Company has or will execute and deliver or cause to be executed and delivered to the Agency (i) a certain Company Lease Agreement (as herein defined) between the Company and the Agency, which conveys to the Agency a leasehold interest in the Land and Improvements, (ii) a bill of sale dated the Closing Date (the "Company Facility Equipment Bill of Sale"), which conveys to the Agency all right, title and interest of the Company in and to the Facility Equipment, and (iii) the Lease Agreement; (b) the Sublessees have or will execute and deliver or cause to be executed and delivered to the Agency (i) a bill of sale dated the Closing Date (the "Equipment Bill of Sale"), which conveys to the Agency all right, title and interest of the Sublessees in and to the Equipment, and (ii) the Equipment Lease Agreement; and (c) the Company and the Sublessees have or will execute and deliver a certain Sublease (as defined herein) under which the Company sub-leases the Company Facility to the Sublessees; and

WHEREAS, as an inducement to the Agency to enter into this PILOT Agreement and the transactions contemplated hereby, the Company, the Sublessees and/or others will enter into with the Agency a certain Recapture Agreement of even date herewith pertaining the recovery by the Agency from the Company and the Sublessees of the certain benefits derived by the Company or the Sublessees under or as consequence of the transactions contemplated by the Lease Agreement or the Equipment Lease Agreement, including real property tax abatements, sales and use tax exemptions and mortgage recording tax exemptions, upon the occurrence or failure to occur of certain events, and a certain Agency Compliance and Guaranty Agreement (as defined herein) from the Company, Sublessees and certain guarantors of even date herewith providing for, among other matters, assuring the Company's and the Sublessees' compliance with their respective obligations to the Agency;

WHEREAS, pursuant to Section 874(l) of the Act, the Agency is exempt from payment of taxes and assessments imposed upon real property owned by it, or under its control, jurisdiction or supervision, other than special ad valorem levies, special assessments and service charges against real property located in the Town of Brookhaven (including any existing

incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be wholly or partially located) which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency, the Company and the Sublessees deem it necessary and proper to enter into an agreement making provision for payments in lieu of taxes and such assessments by the Company and the Sublessees to the Town of Brookhaven, any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be, wholly or partially located, Suffolk County, South Country School District and appropriate special districts (hereinafter the "Taxing Authorities") in which any part of the Facility is or is to be located.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the covenants herein contained, it is mutually agreed as follows:

1. a. So long as this PILOT Agreement is in effect, the Company and the Sublessees, jointly and severally, shall make payments in lieu of all real estate taxes and assessments (in addition to paying all special ad valorem levies, special assessments, special district taxes and service charges against real property located in the Town of Brookhaven (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be wholly or partially located) which are or may be imposed for special improvements or special district improvements) which would be levied upon or with respect the Facility if the Facility were owned by the Company exclusive of the Agency's leasehold interest therein (the "Taxes on the Facility"). The amounts of such payments and the method for calculation are set forth herein.

b. After the date of this PILOT Agreement and until the provisions of paragraph 1(c) become effective, the Company and the Sublessees, jointly and severally, shall pay, as payments in lieu of taxes and assessments one hundred percent (100%) of the taxes and assessments which would be levied upon the Facility by the respective Taxing Authorities without exemption as if the Facility were owned by the Company exclusive of the Agency's leasehold interest therein.

c. Commencing with the 2016/17 tax year (that is, the period December 1, 2016 through November 30, 2017), and thereafter, the Company and the Sublessees, jointly and severally, shall pay, as payments in lieu of taxes and assessments, the amounts set forth on Exhibit B attached hereto and made a part hereof.

d. The Company and the Sublessees, jointly and severally, shall pay, or cause to be paid, the amounts set forth in paragraphs 1(a), (b) and (c) above, as applicable, after receipt of tax (including payments in lieu thereof) bills from the Agency or the Taxing Authorities, as the case may be. Failure to receive a tax bill shall not relieve the Company or the Sublessees of their obligations to make all payments provided for hereunder. If, for any reason, the Company or the Sublessees do not receive an appropriate tax bill, the Company and the Sublessees shall have the responsibility and obligation to make all reasonable inquiries to the Taxing Authorities and the Agency and to have such a bill issued, and thereafter to make payment of the same no later than the

due dates provided therein directly to the Taxing Authorities or the Agency, as directed or provided therein. Payments made after the due date(s) as set forth in the applicable tax bills shall accrue interest (and penalties) at the rates applicable to late payments of taxes for the respective Taxing Authorities and as further provided in the General Municipal Law, including Section 874(5) thereof, which currently provides for an initial penalty of five percent (5%) of the amount due and an additional penalty of one percent (1%) per month on payments more than one (1) month delinquent.

e. During the term of this PILOT Agreement, the Company and the Sublessees shall continue to pay all special ad valorem levies, special assessments, special district taxes and service charges levied (or would be levied if the Facility were owned by the Company exclusive of the Agency's leasehold interest therein) against the Facility for special improvements or special district improvements.

f. In the event any structural addition shall be made to the building or buildings included in the Facility subsequent to the "Closing Date", or any additional building or improvement shall be constructed on the real property described on Exhibit A hereto (such structural additions, buildings and improvements being referred to hereinafter as "Additional Facilities"), the Company and the Sublessees, jointly and severally, shall make additional payments in lieu of taxes to the Agency in amounts equal to the product of the then current ad valorem tax rates which would be levied upon or with respect to the Additional Facilities by the Taxing Authorities as if the Additional Facilities were owned by the Company exclusive of the Agency's leasehold interest therein times the assessment or assessments established for that tax year by the Town of Brookhaven. All other provisions of this PILOT Agreement shall apply to this obligation for additional payments.

2. In the event that the Agency's leasehold interest in the Facility or any part thereof expires or is terminated at such time in reference to any taxable status date as to make it difficult or impossible to place such Facility or part thereof on the tax rolls of Suffolk County, the Town of Brookhaven, South Country School District, any existing incorporated village or any village which may be incorporated after the date hereof within which the Facility is or may be, wholly or partially, located, or appropriate special districts, as the case may be, by such taxable status date, the Company and the Sublessees, jointly and severally, shall pay at the first time taxes or assessments are due following the taxable status date on which such Facility or part thereof is placed on the tax rolls, an amount equal to the taxes or assessments which would have been levied on such Facility or part thereof had it been on the tax rolls from the time the Agency's leasehold interest expires or is terminated until the date of the tax rolls following the taxable status date as of which such Facility or part thereof is placed on the tax rolls. There shall be deducted from such amount any amounts previously paid under this PILOT Agreement by the Agency, or the Company or the Sublessees, to the respective Taxing Authorities relating to any period of time after the date of the expiration or termination of the Agency's leasehold interest. The provisions of this paragraph 2 shall survive the termination or expiration of the Lease Agreement.

3. In the event the Facility or any part thereof is declared to be subject to taxation for taxes or assessments by an amendment to the Act, or other legislative change, or by final judgment of a court of competent jurisdiction, the obligations of the Company and the Sublessees hereunder shall, to such extent, be null and void.

4. In the event that the Company and the Sublessees shall enter into a subsequent payment in lieu of taxes agreement or agreements with respect to the Taxes on the Facility directly with any or all Taxing Authorities in the jurisdiction of which the Facility is located, the obligations of the Company and the Sublessees hereunder, which are inconsistent with such future agreement or agreements, shall be superseded and shall, to such extent, be null and void.

5. As long as this PILOT Agreement is in effect, (i) the Company shall be deemed to be the owner of the Facility and of the Additional Facilities, for purposes of instituting, and shall have the right to institute, judicial review of an assessment of the real estate with respect to the Facility and of the Additional Facilities pursuant to the provisions of Article 7 of the Real Property Tax Law or any other applicable law, as the same may be amended from time to time; and (ii) the Agency shall request the Assessor of the Town of Brookhaven, or any other assessor having jurisdiction to assess the Facility and Additional Facilities, to take into consideration the value of surrounding properties of like character when assessing the Facility and Additional Facilities. Notwithstanding the foregoing, in the event that the assessment of the real estate with respect to the Facility and the Additional Facilities is reduced as a result of any such judicial review so that such complaining party would be entitled to receive a refund or refunds of taxes paid to the respective Taxing Authorities, if such complaining party were the owner of the Facility or the Additional Facilities exclusive of the Agency's leasehold interest therein, such complaining party shall not be entitled to receive a refund or refunds of the payments in lieu of taxes paid under this PILOT Agreement or a reduction or a credit against the amounts payable under this PILOT Agreement. The Company shall deliver to the Agency copies of all notices, correspondence, claims, actions and/or proceedings brought by or against the Company and/or the Sublessees in connection with any reassessment of the Facility, reduction of taxes with respect to the Facility or tax certiorari proceedings with respect to the Facility.

6. The Company and the Sublessees, in recognition of the benefits provided under the terms of this PILOT Agreement, including the amounts of payments in lieu of taxes set in the Exhibit B), and for as long as the Lease Agreement is in effect, expressly waive any rights they may have for any exemption under Section 485 or 485-b of the Real Property Tax Law or any other exemption under any other law or regulation (except, however, for the exemption provided by Title 1 of Article 18-A of the General Municipal Law) with respect to the Facility. The Company and the Sublessees, however, reserve any such rights with respect to all special ad valorem levies, special assessments, special district taxes and service charges levied against the Facility as referred to in Paragraph 1(e) and Additional Facilities as referred to in paragraph 1(f) and with respect to the assessment and/or exemption of the Additional Facilities.

7. The Company and the Sublessees acknowledge that the amounts due under this PILOT Agreement are in addition to, and not in lieu of, such amounts as may be due and payable by the Company or the Sublessees pursuant to the Recapture Agreement.

8. Except as otherwise provided herein, all notices and other communications required or permitted to be given pursuant to this PILOT Agreement shall be in writing and shall be deemed to have been given, if delivered by hand with acknowledgement of receipt therefor, on the day of delivery, or if mailed by registered or certified mail, return receipt requested,

postage prepaid, on the third business day after mailing, or if sent by recognized national overnight courier for next business day delivery for the account of the sender, on the next business day following the deposit of such notice into the custody of the overnight courier, to the parties at the following addresses (or at such other address for a party as such party may designate in a notice given pursuant to this paragraph):

The Agency:

Town of Brookhaven Industrial Development Agency  
1 Independence Hill  
Farmingville, New York 11738  
Attention: Chief Executive Officer

The Company:

RPMV Realty LLC  
32 Sawgrass Drive  
Bellport, NY 11713  
Attn: Mr. Michael Wieczorek

The Sublessees:

Crestwood Farms, Inc.  
Crestwood Distribution LLC  
North Shore Dairy, Inc.  
Whey Home Inc.  
Great American Dairy Inc.  
Long Island Farms Inc.  
32 Sawgrass Drive  
Bellport, NY 11713  
Attn: Mr. Michael Wieczorek

9. Failure by the Agency in any instance to insist upon the strict performance of any one or more of the obligations of the Company or the Sublessees under this PILOT Agreement, or to exercise any election herein contained, shall in no manner be or be deemed to be a waiver by the Agency of any of the Company's or the Sublessees' defaults or breaches hereunder or of any of the rights and remedies of the Agency by reason of such defaults or breaches, or a waiver or relinquishment of any or all of the Company's or the Sublessees' obligations hereunder. No waiver, amendment, release or modification of this PILOT Agreement shall be established by conduct, custom or course of dealing. Further, no payment by the Company or the Sublessees, or receipt by the Agency of a lesser amount than or different manner from the correct amount or manner of payment due hereunder, shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and the Agency may accept any checks or payments as made without prejudice to the right to recover the balance or pursue any other remedy in this PILOT Agreement or otherwise provided at law or in equity.

10. This PILOT Agreement shall become effective as of the date of hereof. All taxes, assessments, special assessments, service charges, special ad valorem levies, or similar tax

equivalents due or to become due based upon prior taxable status dates shall be paid by the Company when due. The failure of the Company or the Sublessees to pay any amounts when due under this PILOT Agreement for a period of thirty (30) days after notice thereof, or to observe or perform any other obligation under this PILOT Agreement for a period of thirty (30) days after notice thereof or under any of the Company Lease Agreement, the Lease Agreement, the Equipment Lease Agreement or the Recapture Agreement or otherwise provided by applicable law, after giving effect to the notice and cure periods thereunder, if any, shall constitute a default under this PILOT Agreement and, in addition to any other rights and remedies available to the Agency, including the rights and remedies available to the Agency under the Company Lease Agreement, the Lease Agreement, the Equipment Lease Agreement or the Recapture Agreement, the Agency may terminate this PILOT Agreement and the Lease Agreement, subject to the provisions of the Recapture Agreement. Upon the termination of the Lease Agreement, this PILOT Agreement shall terminate, provided, however, the Agency's rights and remedies accruing prior thereto shall survive such termination.

11. Whenever the Company or any Sublessee fails to comply with any provision of this PILOT Agreement, the Agency may, but shall not be obligated to, take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company and the Sublessees under this PILOT Agreement.

12. This PILOT Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard or reference to New York principles of conflict of laws. Any actions, suits or proceedings arising under or by virtue of this PILOT Agreement shall be commenced, prosecuted or maintained by the Company or the Sublessees solely in the State of New York, County of Suffolk, and the Company and the Sublessees consent to the jurisdiction of the courts of said State and of the United States sitting within said County in any action, suit or proceedings commenced, prosecuted or maintained under or in connection with this PILOT Agreement. The Company and the Sublessees waive trial by jury in any action or proceeding on any matters whatsoever arising out of, under, or by virtue of the terms of this PILOT Agreement.

13. The obligations and liabilities of the Company and the Sublessees hereunder are the absolute and unconditional obligations and liabilities of the Company and the Sublessees. The Company and the Sublessees, jointly and severally, shall be liable under this PILOT Agreement, and shall indemnify and hold Agency harmless from and against any damage or liability arising from any default by the Company or any Sublessee in performing their respective obligations hereunder or any expense incurred under this PILOT Agreement, including any expenses of the Agency, including attorneys' fees. The provisions of this paragraph shall survive the termination or expiration of this PILOT Agreement.

14. This PILOT Agreement may be modified only by written instrument duly executed by the parties hereto.

15. This PILOT Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, heirs, distributees and assigns.



16. Except as provided in paragraphs 3 and 4 above, if any provision of this PILOT Agreement, other than the provisions of paragraph 1 above, shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such provision so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this PILOT Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

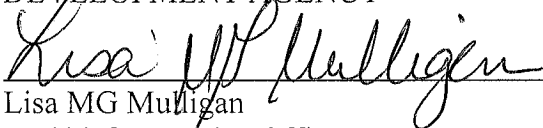
17. The words and terms as used in this PILOT Agreement shall have the meanings and interpretations ascribed thereto in the Lease Agreement unless the context or use indicates another or different meaning or intent.

18. This PILOT 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.

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IN WITNESS WHEREOF, the parties hereto have executed this PILOT Agreement as of June 1, 2015.

TOWN OF BROOKHAVEN INDUSTRIAL  
DEVELOPMENT AGENCY

By:   
\_\_\_\_\_  
Lisa MG Mulligan  
Its Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this PILOT Agreement as of June 1, 2015.

RPMV REALTY LLC

By: Michael Wiczorek  
Name: Michael Wiczorek  
Title: Sole Member

CRESTWOOD FARMS, INC.

By: Michael Wiczorek  
Name: Michael Wiczorek  
Title: President

CRESTWOOD DISTRIBUTION LLC

By: Michael Wiczorek  
Name: Michael Wiczorek  
Title: Sole Member

NORTH SHORE DAIRY, INC.

By: Michael Wiczorek  
Name: Michael Wiczorek  
Title: President

WHEY HOME INC.

By: Michael Wiczorek  
Name: Michael Wiczorek  
Title: President

GREAT AMERICAN DAIRY INC.

By: Michael Wiczorek  
Name: Michael Wiczorek  
Title: President

LONG ISLAND FARMS INC.

By: Michael Wiczorek  
Name: Michael Wiczorek  
Title: President

STATE OF NEW YORK     )  
  ) SS:  
COUNTY OF NASSAU     )

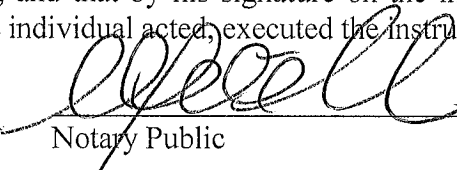
On the 18th day of June in the year 2015, before me, the undersigned, personally appeared LISA MG MULLIGAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

MICHAEL P. LICITRA  
Notary Public, State of New York  
No. 01L14899145  
Qualified in Nassau County  
Commission Expires June 22, ~~2015~~ 2019

STATE OF NEW YORK     )  
  ) SS:  
COUNTY OF NASSAU     )

On the 18th day of June in the year 2015, before me, the undersigned, personally appeared MICHAEL WIECZOREK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

MATTHEW C. LAMSTEIN  
Notary Public, State of New York  
No. 02LA6130967  
Qualified in Nassau County  
Commission Expires July 25, 2017

EXHIBIT A

ALL that certain plot, piece or parcel of land, situate, lying and being at Yaphank, Town of Brookhaven, County of Suffolk and State of New York, known and designated as part of Lot 3 as shown on a certain map entitled "Map of Brookhaven Industrial Park, Section 1" and filed in the Office of the Clerk of the County of Suffolk on July 2, 2002 as Map Number 10790, being more particularly bounded and described as follows:

BEGINNING at a point on the Westerly side of Sawgrass Drive, distant 1795.37 feet Northerly from the corner formed by the intersection of the Northerly side of Woodside Avenue (C.R. 99) and the Westerly side of Sawgrass Drive;

RUNNING THENCE South 84 degrees 33 minutes 50 seconds West, 250.00 feet;

THENCE North 05 degrees 26 minutes 10 seconds West, 249.70 feet;

THENCE North 84 degrees 33 minutes 50 seconds East, 250.00 feet to the Westerly side of Sawgrass Drive;

THENCE along said Westerly side of Sawgrass Drive, South 05 degrees 26 minutes 10 seconds East, 249.79 feet deed (249.70 feet - actual) to the point or place of BEGINNING.

EXHIBIT B

Payments-In-Lieu-of-Taxes: Town of Brookhaven (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), South Country School District, Suffolk County and Appropriate Special Districts

<u>Tax Year</u>	<u>Total PILOT Payments</u>
2016/2017	\$9,635.00
2017/2018	\$9,825.00
2018/2019	\$10,025.00
2019/2020	\$10,225.00
2020/2021	\$10,430.00
2021/2022	\$10,635.00
2022/2023	\$10,850.00
2023/2024	\$11,065.00
2024/2025	\$11,290.00
2025/2026	\$11,515.00

Thereafter, 100% of all taxes and assessments, including special ad valorem levies, special assessments and service charges against real property located in the Town of Brookhaven (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located) which are or may be for special improvements or special district improvements, that the Company would pay without exemption as if the Facility was owned by the Company exclusive of the Agency's leasehold interest therein.

In addition, at all times, 100% of all special ad valorem levies, special assessments, special district taxes and service charges levied (or would be levied if the Facility were owned by the Company exclusive of the Agency's leasehold interest therein) against the Facility for special improvements or special district improvements.