Preliminary Resolution

PRELIMINARY RESOLUTION

(Fashion Outlets II LLC Project)

A regular meeting of Niagara County Industrial Development Agency (the "Agency") was convened in public session at the offices of the Agency located at 6311 Inducon Corporate Drive, Suite One, Sanborn, New York on the 13th day of May, 2026 at 9:00 a.m., local time.

The meeting was called to order by the Chairperson and, upon roll being called, the following members of the Agency were:

PRESENT:

Jason Krempa	Chairman
Mark Berube	First Vice Chairman
Deanna Alterio Brennen	Assistant Secretary
Susan C. Langdon	Member
Ryan Mahoney	Member
William Fekete	Member

ABSENT:

William L. Ross	Secretary
David Masse	Member

THE FOLLOWING PERSONS WERE ALSO PRESENT:

Andrea Klyczek	Executive Director
Michael Dudley	Director of Finance and Real Estate
Susan Barone	Grants, Loans & Compliance Manager
Jeremy Geartz	Director of Business Development and Retention
Julie Lamoreaux	Office & HR Administrator
Joseph Grenga	Project Manager
Mark Gabriele, Esq.	Agency Counsel
Elizabeth C. Hughes	Agency Counsel

The following resolution was offered by Fekete, seconded by Mr. Mahoney, to wit:

Resolution No. 8.3.1

RESOLUTION OF THE NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY (i) ACCEPTING THE APPLICATION OF FASHION OUTLETS II LLC WITH RESPECT TO A CERTAIN PROJECT (AS MORE FULLY DEFINED BELOW) TO BE UNDERTAKEN BY THE AGENCY FOR THE BENEFIT OF FASHION OUTLETS II LLC OR AN ENTITY FORMED OR TO BE FORMED; (ii) AUTHORIZING A PUBLIC HEARING WITH RESPECT TO THE PROJECT; (iii) AUTHORIZING THE EXECUTIVE DIRECTOR OF THE AGENCY TO TAKE CERTAIN ACTIONS UNDER ARTICLE 8 OF THE ENVIRONMENTAL CONSERVATION LAW IN CONNECTION WITH THE PROJECT; (iv) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 569 of the Laws of 1972 of the State of New York (the "Act"), **NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the "Agency") was created with the authority and power to own, lease and sell property and to issue its bonds as authorized by the Act; and

WHEREAS, **FASHION OUTLETS II LLC,** and/or an individual(s) or affiliate, subsidiary, or entity or entities formed or to be formed on its behalf (the "Company"), has submitted an application to the Agency, a copy of which is on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") consisting of: (A) the retention by the Agency of a leasehold interest in land located at 1705 Fashion Outlet Boulevard in the Town of Niagara, Niagara County, New York (the "Land"); and (B) the retention by the Agency of an approximately 605,000 square foot shopping center (the "Improvements") (collectively the Land and Improvements, the "Facility"); and

WHEREAS, pursuant to Article 18-A of the General Municipal Law the Agency desires to adopt a resolution describing the Project and the financial assistance that the Agency is contemplating with respect to the Project; and

WHEREAS, it is contemplated that the Agency will hold a public hearing and (i) negotiate an amended and restated lease agreement (the "Lease Agreement"), an amended and restated leaseback agreement (the "Leaseback Agreement"), an amended and restated payment-in-lieu-of-tax agreement (the "PILOT Agreement") with the Company, (ii) retain a leasehold interest in the Land and Improvements, and (iii) provide financial assistance to the Company in the form of a partial real property tax abatement; and

WHEREAS, the Agency has scheduled a public hearing and provided notice of the public hearings pursuant to Section 850-a of the Act; and

WHEREAS, the Agency must determine whether the undertaking of the Project and the providing of the contemplated financial assistance will induce the Company to develop the

Project, thereby increasing employment opportunities and/or retaining existing jobs in Niagara County and otherwise furthering the purposes of the Agency as set forth in the Act; and

WHEREAS, the Agency must determine whether the undertaking of the Project and the providing of the contemplated financial assistance with respect to the same will be in conformance with Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (said law and regulations hereinafter collectively referred to as "SEQR").

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE AGENCY AS FOLLOWS:

Section 1. The Company has presented an application in a form acceptable to the Agency. Based upon the representations made by the Company to the Agency in the Company's application, the Agency hereby finds and determines that:

(A) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(B) The Agency has the authority to take the actions contemplated herein under the Act; and

(C) The action to be taken by the Agency will induce the Company to develop the Project, thereby increasing and retaining employment opportunities in Niagara County and otherwise furthering the purposes of the Agency as set forth in the Act; and

(D) The Project will not result in the removal of a civic, commercial, industrial, or manufacturing plant of the Company or any other proposed occupant of the Project from one area of the State of New York (the "State") to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project located within the State; and the Agency hereby finds that, based on the Company's application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries.

Section 2. For purposes of investigating the advisability of undertaking a coordinated review under SEQR with respect to the Project and determining whether the Project may have a "significant effect on the environment" (as such term is defined under SEQR), the Executive Director of the Agency is hereby authorized and directed to take the following actions:

(A) To obtain an Environmental Assessment Form (the "EAF") with respect to the Project from the Company; and

(B) To review the EAF with counsel to the Agency and prepare proceedings to allow the Agency to comply with SEQR; and

(C) To contact all other "involved agencies" with respect to the Project for the purposes of ascertaining whether they are interested in undertaking a coordinated review with respect to the Project; and

(D) Upon completion of the foregoing, to report to the Agency at its next meeting on the status of the environmental review process with respect to the Project.

Section 3. The Chairperson, Vice Chairperson and/or the Executive Director of the Agency are hereby authorized, on behalf of the Agency, to hold public hearings in compliance with the Act and negotiate (but not execute or deliver) the terms of (A) an Amended and Restated Lease Agreement, whereby the Company continues to lease the Facility to the Agency, (B) a related Amended and Restated Leaseback Agreement, continuing to convey the Facility back to the Company, (C) an Amended and Restated PILOT Agreement, whereby the Company agrees to continue to make certain payments-in-lieu-of real property taxes, and (D) related documents; *provided*, (i) the rental payments under the Leaseback Agreement include payments of all costs incurred by the Agency arising out of or related to the Project and indemnification of the Agency by the Company for actions taken by the Company and/or claims arising out of or related to the Project; and (ii) the terms of the PILOT Agreement are consistent with the Agency's Uniform Tax Exemption Policy or the procedures for deviation have been complied with.

Section 4. The Agency is hereby authorized to conduct public hearings in compliance with the Act.

Section 5. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency 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 Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 6. These Resolutions shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yea	*Nay*	*Abstain*	*Absent*
Jason Krempa	[x]	[ ]	[ ]	[ ]
Mark Berube	[x]	[ ]	[ ]	[ ]
William L. Ross	[ ]	[ ]	[ ]	[x]
Deanna Alterio Brennen	[x]	[ ]	[ ]	[ ]
Ryan Mahoney	[x]	[ ]	[ ]	[ ]
David Masse	[ ]	[ ]	[ ]	[x]
William Fekete	[x]	[ ]	[ ]	[ ]
Susan C. Langdon	[x]	[ ]	[ ]	[ ]

The Resolutions were thereupon duly adopted.

STATE OF NEW YORK)
) SS.:
COUNTY OF NIAGARA)

I, the undersigned Assistant Secretary of Niagara County Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on May 13, 2026 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency 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 rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 13th day of May, 2026.

[SEAL]

Deanna Alterio Brennen

Deanna Alterio Brennen, Assistant Secretary

Final Resolution

FINAL RESOLUTION

Fashion Outlets II LLC Project

A regular meeting of Niagara County Industrial Development Agency (the "Agency") was convened in public session at the offices of the Agency located at 6311 Inducon Corporate Drive, Suite One, Sanborn, New York on the 17th day of June, 2026 at 9:00 a.m., local time.

The meeting was called to order by the Chairman and, upon roll being called, the following members of the Agency were:

PRESENT:

Jason Krempa	Chairman
Mark D. Berube	First Vice Chairman
David J. Masse	Member
Susan C. Langdon	Member
Ryan Mahoney	Member
William Fekete	Member

ABSENT:

William L. Ross	Secretary
Deanna Alterio Brennen	Assistant Secretary

THE FOLLOWING PERSONS WERE ALSO PRESENT:

Andrea Klyczek	Executive Director
Michael Dudley	Director of Finance and Real Estate
Susan Barone	Grants, Loans & Compliance Manager
Jeremy Geartz	Director of Business Development and Retention
Julie Lamoreaux	Office & HR Administrator
Joseph Grenga	Project Manager
Mark Gabriele, Esq.	Agency Counsel
Elizabeth C. Hughes	Agency Counsel

The following resolution was offered by Ms. Langdon, seconded by Fekete, to wit:

Resolution No. 7.2.1

RESOLUTION OF THE NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY (i) UNDERTAKE A CERTAIN PROJECT FOR THE BENEFIT OF FASHION OUTLETS II LLC AND/OR AN INDIVIDUAL(S) OR AFFILIATE, SUBSIDIARY, OR ENTITY FORMED OR TO BE FORMED ON ITS BEHALF (AS MORE FULLY DEFINED BELOW); (ii) DETERMINE THAT THE PROJECT WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT; (iii) NEGOTIATE AND EXECUTE A LEASE AGREEMENT, LEASEBACK AGREEMENT, PAYMENT-IN-LIEU-OF-TAX AGREEMENT, PILOT MORTGAGE AND RELATED DOCUMENTS: AND (iv) PROVIDE FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE PROJECT, (B) A MORTGAGE RECORDING TAX EXEMPTION FOR THE FINANCING RELATED TO THE PROJECT; AND (C) A PARTIAL ABATEMENT OF REAL PROPERTY TAXES RELATED TO THE PROJECT, AND (D) A MORTGAGE RECORDING TAX EXEMPTION FOR THE MORTGAGE RELATED TO THE PILOT AGREEMENT.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 569 of the Laws of 1972 of the State of New York (the "Act"), **NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the "Agency") was created with the authority and power to own, lease and sell property and to issue its bonds as authorized by the Act; and

WHEREAS, **FASHION OUTLETS II LLC,** and/or an individual(s) or affiliate, subsidiary, or entity or entities formed or to be formed on its behalf (the "Company"), has submitted an application to the Agency, a copy of which is on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") consisting of: (A) the retention by the Agency of a leasehold interest in land located at 1705 Fashion Outlet Boulevard in the Town of Niagara, Niagara County, New York (the "Land"); and (B) the retention by the Agency of an approximately 605,000 square foot shopping center (the "Improvements") (collectively the Land and Improvements, the "Facility"); and

WHEREAS, pursuant to Article 18-A of the General Municipal Law the Agency desires to adopt a resolution describing the Project and the financial assistance that the Agency is contemplating with respect to the Project; and

WHEREAS, on May 13, 2026, the Agency adopted a resolution (the "Preliminary Resolution") accepting the Application and directing that a public hearing be held; and

WHEREAS, it was contemplated that the Agency would hold a public hearing and (i) negotiate an agent agreement (the "Agent Agreement") whereby the Agency will designate the

Company as its agent for the purpose of acquiring, constructing and equipping the Project, (ii) negotiate a lease agreement (the "Lease Agreement"), leaseback agreement (the "Leaseback Agreement"), payment-in-lieu-of-tax agreement (the "PILOT Agreement") and payment-in-lieu of tax mortgage (the "PILOT Mortgage") with the Company, (iii) take a leasehold interest or other interest in the Land, Improvements, Equipment and personal property constituting the Facility (once the Lease Agreement, Leaseback Agreement, PILOT Agreement and PILOT Mortgage have been negotiated), and (iv) provide financial assistance to the Company in the form of sales and use tax exemptions and a mortgage recording tax exemption for financing related to the Project, consistent with the policies of the Agency, a partial real property tax abatement and a mortgage recording tax exemption with respect to a certain payment-in-lieu-of-tax mortgage; and

WHEREAS, on the 2nd day of June, 2025, at 2:30 p.m., the Agency held a public hearing with respect to the Project and the proposed financial assistance being contemplated by the Agency (the "Public Hearing") whereat interested parties were provided a reasonable opportunity, both orally and in writing, to present their views. A copy of the Minutes of the Public Hearing along with the Notice of Public Hearing published and forwarded to the affected taxing jurisdictions prior to said Public Hearing are attached hereto as **Exhibit A**;

WHEREAS, the Company has submitted to the Agency a Short Environmental Assessment Form (the "EAF") in compliance with Article 8 of the Environmental Conservation Law and Regulations adopted pursuant thereto by the Department of Environmental Conservation of the State (collectively, "SEQR") with respect to the Project, a copy of which is attached hereto as **Exhibit B**.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE AGENCY AS FOLLOWS:

Section 1. The Company has presented an application in a form acceptable to the Agency. Based upon the representations made by the Company to the Agency in the Company's application and any other correspondence submitted by the Company to the Agency, public hearing comments, if any, Agency board member review of the Project's cost benefit ratio, the costs of incentives so applied for, the anticipated new tax revenues to be generated by the Project, as well as the Project's contemplated community benefits, and Agency board member review, discussion, and consideration of same, the Agency hereby finds and determines that:

(A) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(B) It is desirable and in the public interest for the Agency to appoint the Company as its agent for purposes of acquiring, constructing and/or renovating and equipping the Project; and

(C) The Agency has the authority to take the actions contemplated herein under the Act; and

(D) The action to be taken by the Agency will induce the Company to develop the Project, thereby increasing employment opportunities in Niagara County and otherwise furthering the purposes of the Agency as set forth in the Act; and

(E) The Project will not result in the removal of a civic, commercial, industrial, or manufacturing plant of the Company or any other proposed occupant of the Project from one area of the State of New York (the "State") to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project located within the State; and the Agency hereby finds that, based on the Company's application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries.

(F) The Agency has assessed all material information included in connection with the Application necessary to afford a reasonable basis for the decision by the Agency to provide Financial Assistance for the Project as described herein; and

(G) The Agency has prepared a written cost-benefit analysis satisfactorily identifying the extent to which the Project will create or retain permanent, private sector jobs, the estimated value of any tax exemption to be provided, the amount of private sector investment generated or likely to be generated by the Project, the likelihood of accomplishing the Project in a timely fashion, and the extent to which the Project will provide additional sources of revenue for municipalities and school districts, and any other public benefits that might occur as a result of the Project; and

(H) The Project involves an "unlisted action" (as said quoted term is defined under SEQR). The review is "uncoordinated" (as said quoted term is defined under SEQR). Based upon the review by the Agency of the Short Environmental Assessment Form (the "EAF") and related documents delivered by the Company to the Agency and other representations made by the Company to the Agency in connection with the Project, the Agency hereby finds that (i) the Project will result in no major impacts and, therefore, is one which may not cause significant damage to the environment; (ii) the Project will not have a "significant effect on the environment" (as said quoted term is defined under SEQR) ; and (iii) no "environmental impact statement" (as said quoted term is defined under SEQR) need be prepared for this action. This determination constitutes a "negative declaration" (as said quoted term is defined under SEQR) for purposed of SEQR. The Agency's findings are incorporated in Part II of the EAF.

Section 2. The Agency hereby authorizes the undertaking of the Project as described herein and the amendment to and restatement of the Amended Lease Agreement, the Amended Leaseback Agreement, and the 2020 PILOT Agreement (the "Amended PILOT Agreement), said terms being consistent with the Agency's Uniform Tax Exemption Policy.

A. Financial Assistance. With respect to the foregoing, and based upon the representations and warranties made by the Company in its application for Financial Assistance, the Agency hereby authorizes and approves that the real property tax abatement benefits to be provided over the term of the PILOT Agreement are estimated to be approximately

$7,884,164.00 resulting in estimated total PILOT payments of $1,094,972.00 over the term of the PILOT Agreement.

B. Terms and Conditions of Financial Assistance. As a condition precedent of receiving Financial Assistance, and as a material term or condition as approved by the Agency in connection with the Project, the Company covenants and agrees and understands that it must, subject to potential modification, termination and/or recapture of Financial Assistance for failure to meet and maintain the commitments and thresholds as described below, submit, on an annual basis or as otherwise indicated below through the termination of the Amended PILOT Agreement, a certification, as so required by the Agency, confirming that there are:

- at least 74 full time equivalent ("FTE") employees located at the Facility (being the product of (i) 50% and (ii) 148 FTE employee positions (being the 148 FTE employee positions proposed to be retained by the Company)). To confirm and verify the Company's employment numbers, the Agency requires that, at a minimum, the Company provide employment data to the Agency on an annual basis, said information to be provided on the Agency's "Annual Employment Survey" form to be made available to the Company by the Agency.

Section 3. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency 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 Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 4. This resolution shall take effect immediately upon adoption, and shall expire one (1) year from the date hereof unless extended for good cause by the Chairman, Vice-Chairman or Executive Director.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

	Yea	*Nay*	*Abstain*	*Absent*
Jason Krempa	[x]	[ ]	[ ]	[ ]
Mark Berube	[x]	[ ]	[ ]	[ ]
William L. Ross	[ ]	[ ]	[ ]	[x]
Deanna Alterio Brennen	[ ]	[ ]	[ ]	[x]
Ryan Mahoney	[x]	[ ]	[ ]	[ ]
David Masse	[x]	[ ]	[ ]	[ ]
William Fekete	[x]	[ ]	[ ]	[ ]
Susan C. Langdon	[x]	[ ]	[ ]	[ ]

The Resolution was thereupon duly adopted.

STATE OF NEW YORK)
) SS.:
COUNTY OF NIAGARA)

I, the undersigned Assistant Secretary of Niagara County Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on June 17, 2026 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency 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 rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 17th day of June, 2026.

[SEAL]

Deanna Alterio Brennen, Assistant Secretary

EXHIBIT A

NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York General Municipal Law will be held by the Niagara County Industrial Development Agency (the "Agency") on June 2, 2026 at 2:30 p.m., local time, at the Town of Niagara Town Hall, 7105 Lockport Road, Niagara Falls, New York 14305, in connection with the following matter:

FASHION OUTLETS II LLC and/or an individual(s) or affiliate, subsidiary, or entity or entities formed or to be formed on its behalf (the "Company"), has submitted an application to the Agency, a copy of which is on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") consisting of: : (A) the retention by the Agency of a leasehold interest in land located at 1705 Fashion Outlet Boulevard in the Town of Niagara, Niagara County, New York (the "Land"); and (B) the retention by the Agency of an approximately 605,000 square foot shopping center (the "Improvements") (collectively the Land and Improvements, the "Facility"); and

The Agency will acquire a leasehold interest in, the Facility and lease the Facility back to the Company. The Company will operate the Facility during the term of the lease. At the end of the lease term, the Company will purchase the Facility from the Agency, or if the Agency holds a leasehold interest, the leasehold interest will be terminated. The Agency contemplates that it will provide financial assistance (the "Financial Assistance") to the Company in the form of real property tax abatement benefits consistent with the policies of the Agency.

A representative of the Agency will be at the above-stated time and place to present a copy of the Company's project application and hear and accept written and oral comments from all persons with views in favor of or opposed to or otherwise relevant to the proposed Financial Assistance.

This public hearing is being conducted in accordance with Subdivision 2 of Section 859-a of the New York General Municipal Law.

DATED: May 13, 2026

NIAGARA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Andrea Klyczek
Executive Director

NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York General Municipal Law will be held by the Niagara County Industrial Development Agency (the "Agency") on June 2, 2026 at 2:30 p.m., local time, at the Town of Niagara Town Hall, 7105 Lockport Road, Niagara Falls, New York 14305, in connection with the following matter:

FASHION OUTLETS II LLC and/or an individual(s) or affiliate, subsidiary, or entity or entities formed or to be formed on its behalf (the "Company"), has submitted an application to the Agency, a copy of which is on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") consisting of: : (A) the retention by the Agency of a leasehold interest in land located at 1705 Fashion Outlet Boulevard in the Town of Niagara, Niagara County, New York (the "Land"); and (B) the retention by the Agency of an approximately 605,000 square foot shopping center (the "Improvements") (collectively the Land and Improvements, the "Facility"); and

The Agency will acquire a leasehold interest in, the Facility and lease the Facility back to the Company. The Company will operate the Facility during the term of the lease. At the end of the lease term, the Company will purchase the Facility from the Agency, or if the Agency holds a leasehold interest, the leasehold interest will be terminated. The Agency contemplates that it will provide financial assistance (the "Financial Assistance") to the Company in the form of real property tax abatement benefits consistent with the policies of the Agency.

A representative of the Agency will be at the above-stated time and place to present a copy of the Company's project application and hear and accept written and oral comments from all persons with views in favor of or opposed to or otherwise relevant to the proposed Financial Assistance.

This public hearing is being conducted in accordance with Subdivision 2 of Section 859-a of the New York General Municipal Law.

DATED: May 13, 2026

NIAGARA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: Andrea Klyczek
Executive Director

N#362785

5/16/2026

Fashion Outlets II LLC

PUBLIC HEARING SCRIPT

Public Hearing to be held at the

The Town of Niagara Town Hall

7105 Lockport Road, Niagara Falls, NY 14305

Welcome: **Call to Order and Identify Hearing Officer.**

Hearing Officer: Welcome. This public hearing is now open; it is Tuesday, June 2, 2026 at 2:30 p.m. My name is Jeremy Geartz, I am the Director of Business Development & Retention of the Niagara County Industrial Development Agency, I have been designated by the Agency to be the hearing officer to conduct this public hearing. This public hearing is being live-streamed and made accessible on the Agency's website at www.niagaracountybusiness.com.

Notification: **Notice of Public Hearing.**

Hearing Officer: Notice of this public hearing is hearby given that a public hearing pursuant to Article 18-A subdivision 2, Section 859-a of the New York General Municipal Law will be held by the Niagara County Industrial Development Agency (the "Agency"), in connect with Fashion Outlets II LLC

Notice of this hearing appeared in The Niagara Gazette on May 16, 2026

Purpose: **Purpose of Hearing.**

Hearing Officer: We are here to hold the public hearing on Fashion Outlets II LLC and/or individual(s) or Affiliate(s), subsidiary(ies), or entity(ies) formed or to be formed on its behalf. The transcript of this hearing will be reviewed and considered by the Agency in determination of this project.

The purpose of this hearing is to solicit comments, both written and oral, for the Fashion Outlets II LLC. The project application and project summary are posted in the Agency's website at niagaracountybusiness.com and I have copies with me today.

Project Summary: **Description of Project and Contemplated Agency Benefits.**

Hearing Officer: Fashion Outlets of Niagara Falls, located on Military Road in the Town of Niagara, has requested a tax agreement in response to evolving consumer habits, declining foot traffic, rising operating costs, and the continued shift in consumer spending toward e-commerce. Collectively, these factors have created a challenging environment for shopping centers throughout the Northeast.

Representatives of Fashion Outlets II LLC have worked collaboratively with the Town of Niagara to negotiate a tax stabilization agreement. The proposed annual host community agreement and annual tax payment are intended to provide greater financial predictability and long-term stability for both parties.

Mall occupancy has steadily declined since 2019, with more than one-third of existing leases scheduled to expire within the current year. In addition, the property's assessed value has decreased by approximately $82 million since 2010

Format of Hearing: **Review rules and manner in which the hearing will proceed.**

Hearing Officer: All those in attendance are required to register by signing the sign-in sheet at the front of the room; you will not be permitted to speak unless you have registered. Everyone who has registered will be given an opportunity to make statements and/or comments on the Project.

If you have a written statement or comment to submit for the record, you may leave it at this public hearing, submit it on the Agency's website, or deliver it to the agency at 6311 Inducon Corporate Dr., Sanborn, NY 14132. The comment period closes on June 11, 2026 There are no limitations on written statements or comments.

Public Comment: **Hearing officer gives the public opportunity to speak.**

Hearing Officer: If anyone is interested in making a statement or comment, please raise your hand, state your name and address; if you are representing a company, please identify the company. I request that speakers keep statements and/or comments to three minutes.

Adjournment: **Closing the hearing.**

Are there any comments? Hearing none, I will now adjourn the meeting. It is now 2:33 p.m. Thank you.

NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

PUBLIC HEARING FOR:

Fashion Outlets II, LLC

HELD:

June 2, 2026

2:30 p.m.

LOCATION:

Town of Niagara Town Hall

7105 Lockport Road

Niagara Falls, New York 14305

PRESENT:

JEREMY GEARTZ
Director of Business Development & Retention
Niagara County Industrial Development Agency
Appearing as Hearing Officer.

Any additional attendance noted on sign-in sheet.

MR. GEARTZ: Welcome. This public hearing is open. It is Tuesday, June 2, 2026 at 2:30 p.m.

My name is Jeremy Geartz. I am the Director of Business Development for the Niagara County Industrial Development Agency. I have been designated by the Agency to be the hearing officer to conduct this public hearing.

This pubic hearing is being live-streamed and made accessible on the Agency's website at www.niagaracountybusiness.com.

Notice of this public hearing is hereby given that a public hearing, pursuant to Article 18-A, Subdivision 2, Section 859-a of the New York General Municipal Law will be held by the Niagara County Industrial Development Agency, or the

Agency, in connection with Fashion Outlets II, LLC.

Notice of this hearing appeared in The Niagara Gazette on May 16, 2026.

We are here to hold the public hearing on Fashion Outlets II, LLC and/or individuals or affiliates, subsidiaries or entities formed, or to be formed, on its behalf. The transcript of this hearing will be reviewed and considered by the Agency in determination of this project.

The purpose of this hearing is to solicit comments, both written and oral, for Fashion Outlets II, LLC. The project application and project summary are posted in the Agency's website at niagaracountybusiness.com, and I have copies with me here today.

Fashion Outlets of Niagara Falls, located on Military Road in the Town of Niagara, has requested a tax agreement in response to evolving consumer habits, declining foot traffic, rising operating costs and the continued shift in consumer spending towards e-commerce. Collectively, these factors have created a challenging environment for

shopping centers throughout the northeast.

Representatives of Fashion Outlets II, LLC have worked collaboratively with the Town of Niagara to negotiate a tax stabilization agreement. The proposed annual host community agreement and annual tax payment are intended to provide greater financial predicability and long-term stability for both parties.

Mall occupancy has steadily declined since 2019, with more than one-third of existing leases scheduled to expire within the current year. In addition, the property's assessed value has decreased by approximately 82 million dollars since 2010.

All those in attendance are required to register by signing the sign-in sheet at the front of the room. You will not be permitted to speak unless you have registered. Everyone who has registered will be given an opportunity to make statements and/or comments on the project.

If you have a written statement or comment to submit for the record, you may leave it at this public hearing, submit it on the Agency's

website, or deliver it to the Agency at 6311 Inducon Corporate Drive, Sanborn, New York 14132. The comment period closes on June 11, 2026. There are no limitations on written statements or comments.

If anyone is interested in making a statement or comment, please raise your hand, state your name and address, and if you are representing a company, please identify that company. I request that speakers keep their statements and/or comments to no more than three minutes.

Are there any comments?

Hearing none, I will now adjourn this meeting. It is now 2:33 p.m. Thank you.

(The Public Hearing was adjourned at 2:33 p.m.)

* * * *

SIGN IN SHEET
PUBLIC HEARING

regarding:

Fashion Outlets II LLC/or Individual(s) or Affiliate(s), Subsidiary(ies), or Entity(ies) formed or to be formed on its behalf

June 2, 2026 – 2:30 p.m.
Town of Niagara Town Hall

Name	Company and/or Address	X box to speak/ comment
MARC M. CARPENTER	TOWN OF NIAGARA COUNCILMAN	
Tracy Ferrell	NC Real Prop	
Alissa DiCesare Orth	NC Real Property	

EXHIBIT B

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project:			
Project Location (describe, and attach a location map):			
Brief Description of Proposed Action:			
Name of Applicant or Sponsor: Fashion Outlet II, LLC	Telephone: E-Mail:		
Address: 1705 Fashion Outlet Blvd.			
City/PO: Niagara	State: NY	Zip Code:	

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:	☑	☐

3.a. Total acreage of the site of the proposed action? _____ acres
b. Total acreage to be physically disturbed? _____ acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

4. Check all land uses that occur on, adjoining and near the proposed action.
☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☑ Commercial ☐ Residential (suburban)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____.
☐ Parkland

	NO	YES	N/A
5. Is the proposed action, a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	☑	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐	
b. Are public transportation service(s) available at or near the site of the proposed action?	☐	☑	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	☑	☐	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	☑	☐	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	☐	☑	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	☐	☑	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	☑	☐	
b. Is the proposed action located in an archeological sensitive area?	☑	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☑	☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	☑	☐	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:
☐ Shoreline ☐ Forest ☑ Agricultural/grasslands ☐ Early mid-successional
☐ Wetland ☐ Urban ☑ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100 year flood plain?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? ☐ NO ☐ YES	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? ☐ NO ☐ YES If Yes, briefly describe: _____		

	NO	YES
18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	☑	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	☑	☐

I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: _____ Date: _____

Signature: _____

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Niagara County Industrial Dev. Agency Name of Lead Agency	5/8/24 Date
Andrea Kulczak Print or Type Name of Responsible Officer in Lead Agency	Executive Director Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT

PILOT

Agreement

NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

FASHION OUTLETS II LLC

2026 AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Regarding the retention by the Agency of a leasehold interest in land located at 1705 Fashion Outlet Boulevard, Town of Niagara, Niagara County, New York and the retention by the Agency of an approximately 230,000 sq. ft. shopping center.

Affected Tax Jurisdictions:

Niagara County
Town of Niagara
Niagara Wheatfield Central School District

Dated as of:	**July 1, 2026**
Termination Date:	**December 31, 2036**
SBL No:	**160.08-1-2**

Prepared by:
Harris Beach Murtha Cullina PLLC
726 Exchange Street, Suite 900
Buffalo, New York 14210
(716) 200-5050

2026 AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS 2026 AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT (the "PILOT Agreement"), dated as of July 1, 2026, amends and restates that certain 2020 Amended and Restated Payment-In-Lieu-Of-Tax Agreement, dated as of April 1, 2020 (the "Original PILOT Agreement" and, as so amended and restated herein and hereunder, the "PILOT Agreement") is by and between the **NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with its offices at 6311 Inducon Corporate Drive, Suite 1, Sanborn, New York 14132 (the "Agency") and **FASHION OUTLETS II LLC**, a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and duly qualified to do business in the State of New York, with offices at 401 Wilshire Blvd., Suite 700, Santa Monica, California 90401 (the "Company").

W I T N E S S E T H :

WHEREAS, the Agency was created by Chapter 569 of the Laws of 1972 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company previously requested the Agency's assistance with a certain project (the "Project") consisting of: (A) the retention by the Agency of a leasehold interest in land located at 1705 Fashion Outlet Boulevard in the Town of Niagara, Niagara County, New York (the "Land"); and (B) the retention by the Agency of an approximately 230,000 square foot shopping center (the "Improvements") (collectively the Land and Improvements, the "Facility"); said Facility being owned by the Company and located at 1705 Fashion Outlet Boulevard, Town of Niagara, New York 14132, known as SBL No. 160-08-1-2; and

WHEREAS, with respect to the Facility, the Company and the Agency are parties to that certain Amendment to Lease Agreement dated as of April 1, 2020, as amended from time to time (the "Amended Lease Agreement"), that certain Amendment to Leaseback Agreement dated as of April 1, 2020, as amended form time to time (the "Amended Leaseback Agreement") and that certain Amended and Restated Payment-In-Lieu-of-Tax Agreement dated as of April 1, 2020, as amended from time to time (the "2020 PILOT Agreement") all of which expire on December 31, 2026; and

WHEREAS, the Company is experiencing adverse market conditions affecting retail centers throughout the Northeast including evolving consumer habits, declining foot traffic, rising operating costs, and a continued shift to e-commerce and has requested a ten (10) year extension and restructuring of the 2020 PILOT Agreement to stabilize operating costs, preserve occupancy, support tenant retention and recruitment, and ensure the Facility's long-term financial sustainability; and

WHEREAS, the Project is a significant economic asset within Niagara County, generating substantial sales tax revenues, supporting over 600 jobs, qualifying as a "tourism

destination" under Section 862(2) of the Act, and receiving local municipal support, and the Company has worked with the Town of Niagara to propose a tax stabilization arrangement providing for ten (10) years of payments beginning at approximately $100,000 annually (increasing 2% per year) plus a $100,000 annual host community payment, for total projected payments of approximately $2,094,972, to promote long-term stability for the Company and the community; and

WHEREAS, simultaneously herewith, the Agency and Company have amended and restated the terms of the Amended Lease Agreement and the Amended Leaseback Agreement dated as of July 1, 2026 (as so amended, the "Lease Agreement" and the "Leaseback Agreement"); and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special ad valorem levies, special assessments and service charges against real property which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to (i) amend and restate the terms of the 2020 PILOT Agreement pursuant to this PILOT Agreement and (ii) to enter into an agreement adjusting and making provisions for payments in lieu of taxes by the Company for the benefit of Niagara County (the "County"), the Town of Niagara (the "Town"), and Niagara Wheatfield Central School District (hereinafter the "School District" or "School", and together with the County and Town, the "Affected Tax Jurisdictions").

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section I - Payment in lieu of Ad Valorem Taxes:

Section 1.1 A.Subject to the completion and filing of an amended New York State Form RP-412-a Application For Real Property Tax Exemption (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review, the Facility shall continue to be exempt from Real Estate Taxes including the 2026-2027 tax fiscal year of the School District and the 2027 tax fiscal year of the Town and County and continuing for the periods set forth in Section 1.5 hereof. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the Town, County and School. The Company shall provide to the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Leaseback Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due.

After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the overall operating efficiency of the Facility is not impaired and the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to file the Exemption Application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date.

B. Payee. As long as the Agency has a leasehold interest in the Facility, the Company agrees to pay annually to the Affected Tax Jurisdictions as a payment-in-lieu-of-taxes, on or before October 1 of each calendar year for School taxes and on or before January 1 of each calendar year for County and Town taxes (collectively, the "Payment Date"), continuing on October 1, 2026 and January 1, 2027, respectively, an amount equal to the PILOT Payment, as described on **Schedule A** attached hereto.

The parties agree and acknowledge that payments made hereunder are to obtain revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are not on the tax rolls.

1.2 Allocation. To the extent the Agency receives any PILOT Payment, the Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder within thirty (30) days of receipt of said payment and shall allocate said payments among the Affected Tax Jurisdictions in the same proportion as ad valorem taxes would have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific allocation.

1.3 Tax Rates. For purposes of determining the allocation of the Total PILOT Payment among the Affected Tax Jurisdictions, the Agency shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For County, Town and special district purposes, the tax rates used to determine the allocation of the Total PILOT Payment shall be the tax rates relating to the calendar year which includes the PILOT payment due date. For school district purposes, the tax rates used to determine the PILOT payment shall be the rate relating to the school year which includes the PILOT payment due date.

1.4 Valuation of Future Additions to the Facility: If there shall be a future addition to the Facility constructed or added in any manner after the date of this PILOT Agreement, other than the Project, the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant information that the Agency may thereafter request. Upon the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Facility, the Company shall become liable for payment of an increase in the Total PILOT Payment. The Agency shall notify the Company of any proposed increase in the Total PILOT Payment related to such Future Addition. If the

Company shall disagree with the determination of assessed value for any Future Additions made by the Agency, then and in that event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased PILOT payment until a different Total PILOT Payment shall be established. If a lesser Total Annual Payment is determined in any proceeding or by subsequent agreement of the parties, the Total PILOT Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding PILOT payment(s).

1.5 Period of Benefits. The tax benefits provided for herein should be deemed to include (i) the **2026/2027** School tax year through the **2035/2036** School tax year, and (ii) the **2027** County and Town tax year through the **2036** County and Town tax year. This PILOT Agreement shall expire on **December 31, 2036**; provided, however, the Company shall pay the **2036/2037** School tax bills and the **2037** County and Town tax bills on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this PILOT Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPTL"). It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

Section II - Special Assessments and Service Charges.

2.1 Special district charges, special assessments, and special ad valorem levies (specifically including but not limited to fire district charges), and pure water charges and sewer charges are to be paid in full in accordance with normal billing practices.

Section III - Transfer of Facility.

3.1 In the event that the Facility is transferred from the Agency to the Company (the lease agreement and leaseback agreement are terminated), and the Company is ineligible for a continued tax exemption under some other tax incentive program, or the exemption results in a payment to the Affected Tax Jurisdictions in excess of the payment described in Section I herein, or this PILOT Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

Section IV - Assessment Challenges.

4.1 The Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Facility, with respect to any proposed assessment or change in assessment with respect to the Facility by any of the Affected Tax Jurisdictions and likewise shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any tax equivalent provided for herein.

4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special benefit, ad valorem levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this PILOT Agreement, as if and to the same extent as if the Company were the owner of the Facility.

4.3 The Company shall (i) cause the appropriate real estate tax assessment office and tax levy officers to assess the Facility and apply tax rates to the respective assessments as if the Facility were owned by the Company, (ii) file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers.

Section V - Changes in Law.

5.1 To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section VI - Events of Default and Remedies.

6.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section I within thirty (30) days of the Payment Date (the "Delinquency Date"); provided the Company has received notice of the amounts due and the due date for the same; (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; or (iii) the occurrence and continuance of any events of default under the Leaseback Agreement and/or that certain Financial Assistance Project Agreement by and between the Agency and the Company and dated as of July 1, 2026, and/or that certain Host Community Agreement by and between the Company and the Town of Niagara in an annual amount of $100,000 to be dated on or about July, 2026, expiration of any applicable cure periods. Upon the occurrence, and during the continuation of any Event of Default hereunder, and after expiration of any applicable cure periods, the Agency (x) may terminate this PILOT Agreement and (y) in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Affected Tax Jurisdictions) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company

any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

6.2 If payments pursuant to Section I herein are not made by the Delinquency Dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows. With respect to payments to be made pursuant to Section I herein, if said payment is not received by the Delinquency Date defined in Section 6.1 herein, Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, Company shall pay, in addition to said payment, the greater of the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

6.3 Upon the occurrence of an Event of Default hereunder, the liability of the Company hereunder shall be all amounts due pursuant to Section I hereof through, but not including, the date on which the Facility is no longer exempt from Real Estate Taxes.

6.4 Subject to the rights of the mortgagees set forth in Section VIII below, whenever any Event of Default under Section 6.1 hereof shall have occurred and be continuing with respect to this PILOT Agreement, the remedies of the Agency shall be limited to the rights hereunder, under the Leaseback Agreement, subject to the rights of any lenders to cure any such Event of Default as set forth in Section VIII hereof.

Section VII - Assignment.

7. No portion of any interest in this PILOT Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld or delayed.

Section VIII – Rights of Mortgagees.

8.1 For the purposes of this PILOT Agreement, the term "mortgages" shall include any mortgage, leasehold mortgage, purchase money mortgage or other security instrument or instruments encumbering the Facility, such as, without limitation, mortgages, deeds of trust, financing statements, assignments of leases, rents and/or profits, security agreements and other documentation which a mortgage may require, and the terms "holder of a mortgage" and "mortgage" shall mean the secured party under any of the foregoing instruments. ANY MORTGAGE SHALL BE A LIMITED, NON-RECOURSE OBLIGATION OF THE AGENCY AND SHALL IN NO EVENT REQUIRE THE PAYMENT BY THE AGENCY TO ANY

PARTY OF ANY AMOUNT INCLUDING, BUT NOT LIMITED TO, PRINCIPAL, INTEREST OR ANY OTHER AMOUNT SECURED BY ANY SUCH MORTGAGE.

8.2 So long as the mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by the Mortgagee to the Agency, the following provisions shall, subject to and unless otherwise prohibited by all applicable law including, but not limited to, the Act, apply (in respect of such mortgage and of any other mortgages which also comply with the above):

(a) There shall be no renewal, cancellation, surrender, acceptance of surrender, amendment or modification of this PILOT Agreement, by joint action of the Agency and the Company along, without, in each case, the prior consent in writing of the Mortgagee, nor shall any merger result from the acquisition by, or devolution upon, any one entity of any fee and/or leasehold estates in the Facility.

(b) The Agency shall, at no cost to the Agency and at the sole cost of the Company, upon receipt of any notice or other communication, whether of default or any other matter, simultaneously serve a copy of such notice upon the Mortgagee, and no such notice of other communication to the Company shall be deemed received unless a copy is so served upon the Mortgagee in the manner provided in this PILOT Agreement for the giving of notice.

(c) Notwithstanding anything to the contrary herein, if the Agency serves a notice of default upon the Company, it shall, at no cost to the Agency and at the sole cost of the Company, also serve a copy of such notice upon the Mortgagee at the address set forth in Section 9.2 hereof.

(d) In the event of any default by the Company under this PILOT Agreement, the Mortgagee shall have fifteen (15) days for a monetary default and thirty (30) days in the case of any other default, after notice to the Mortgagee of such default (which notice shall be given in the manner set forth in Section 9.2 below), to cure or to cause to be cured the default complained of and the Agency shall accept such performance by or at the instigation of the Mortgagee as if same had been done by the Company. Each notice of default given by the Agency will state the amounts of any payments herein provided that are then claimed to be in default.

(e) If, before the expiration of the Mortgagee's cure period as provided in paragraph (d) above, the Mortgagee shall have notified the Agency in writing of its agreement to pay or cause to be paid, within fifteen (15) days after the expiration of mortgagor's cure period, all payments in this PILOT Agreement provided for and then in default, and/or in the case of non-monetary defaults, shall have agreed within forty-five (45) days after the expiration of the Mortgagor's cure period to commence or cause to be commenced the cure of such non-monetary defaults, if any are then in default (other than defaults which by their nature cannot be cured), and shall prosecute or cause the prosecution of same to completion with reasonable diligence (collectively, the "extended cure period"), then the Agency shall not exercise any of its rights and remedies hereunder until expiration of the extended cure period.

(f) The Company (and not the Agency) shall give the Mortgagee notice of any arbitration or other proceeding or dispute by or between the parties hereto, and shall have the right to intervene therein and be made a party to any such arbitration or other proceeding.

(g) Except where the Mortgagee has succeeded to the interest of the Company in the Facility or assumed the right to cure as provided in this Section VIII, no liability for any payments to be made pursuant to this PILOT Agreement or the performance of any of the Company's covenants and agreements under this PILOT Agreement shall attach to or be imposed upon the Mortgagee, and if the Mortgagee or its nominee or designee succeeds to the interest of the Company in the Facility, all of the obligations and liabilities of the Mortgagee or its nominee or designee shall be limited to such entity's interest in the Facility and as otherwise imposed by this PILOT Agreement and shall cease and terminate upon assignment of this PILOT Agreement (any such further assignment to be approved by the Agency).

Section IX -- Miscellaneous.

9.1 This PILOT Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

9.2 All notices, claims and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective party at the following address (or at such other address for a party as shall be specified in a notice given in accordance with this Section:

To the Agency:	Niagara County Industrial Development Agency 6311 Inducon Corporate Drive, Suite One Sanborn, New York 14132 Attn: Andrea Klyczek, Executive Director
With a copy to:	Harris Beach Murtha Cullina PLLC 726 Exchange Street, Suite 900 Buffalo, New York 14210 Attn: Mark J. Gabriele, Esq.
To the Company:	Fashion Outlets II LLC 401 Wilshire Blvd., Suite 700 Santa Monica, California 90401 Attn: Neal Kleinman, Senior Vice President

With a copy to: Cullen and Dykman LLP
333 Earle Ovington Blvd., 2nd Floor
Uniondale, New York 11553
Attn: Kevin Clyne, 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.

9.3 This PILOT Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Niagara County, New York.

9.4 In the event the Leaseback Agreement and the Lease Agreement are terminated for any reason, this Agreement shall be terminated as of the effective date of the termination of such agreements. The obligations of the Company under this PILOT Agreement shall survive the termination or expiration of the Leaseback Agreement, for whatever reason terminated or expired.

9.5 To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

9.6 Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. Neither member of the Agency nor any person executing this PILOT Agreement on its behalf shall be liable personally under this PILOT Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents, servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this PILOT Agreement.

[Remainder of Page Intentionally Left Blank]

[Signature Page to PILOT Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this PILOT Agreement as of the day and year first above written.

NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Andrea Klyczek
Title: Executive Director

FASHION OUTLETS II LLC
a Delaware limited liability company

By: _____
Name: Neal Kleinman
Title: Authorized Person

SCHEDULE A

TO 2026 AMENDED AND RESTATED PILOT AGREEMENT, DATED AS OF JULY 1, 2026 BETWEEN NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND FASHION OUTLETS II LLC

Pursuant to the terms of Section 1.2 of this PILOT Agreement, Total PILOT Payment shall mean an amount per annum as follows:

PILOT TAX YEAR	TAX FISCAL YEAR			AMOUNT OF PILOT PAYMENT
	School District	County	Town	
Year 1	2026-2027	2027	2027	$100,000.00
Year 2	2027-2028	2028	2028	$102,000.00
Year 3	2028-2029	2029	2029	$104,040.00
Year 4	2029-2030	2030	2030	$106,120.80
Year 5	2030-2031	2031	2031	$108,243.22
Year 6	2031-2032	2032	2032	$110,408.08
Year 7	2032-2033	2033	2033	$112,616.24
Year 8	2033-2034	2034	2034	$114,868.56
Year 9	2034-2035	2035	2035	$117,165.93
Year 10	2035-2036	2036	2036	$119,509.25

The payments in lieu of taxes to be paid by the Company to the Affected Tax Jurisdiction pursuant to the terms of this Payment-in-Lieu-of-Tax Agreement shall be computed separately for each Affected Tax Jurisdiction.

Special district charges, special assessments, and special ad valorem levies (specifically including but not limited to fire district charges), and pure water charges and sewer charges are to be paid in full in accordance with normal billing practices.