

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (this "Agreement"), made as of June 1, 2015, by and among DEALERTRACK TECHNOLOGIES, INC., a corporation duly organized and existing under the laws of the State of Delaware and qualified to do business in the State of New York as a foreign corporation, having an office at 1111 Marcus Avenue, Lake Success, NY 11042 (the "Company"), DT-XCIII-IS, LLC, a limited liability company organized and existing under the laws of the State of Delaware and qualified to do business as a foreign limited liability company in the State of New York, having an address c/o Tritec Real Estate Company, Inc., 45 Research Way, Suite 100, East Setauket, NY 11733 (the "Overlandlord" and together with the Company, the "Obligors"), and the NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having an office at 1550 Franklin Avenue, Suite 235, Mineola, NY 11501 (the "Agency"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Lease Agreement (as hereinafter defined).

WITNESSETH

WHEREAS, the Agency is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title I of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act"), and Chapter 674 of the 1975 Laws of New York, as amended, constituting Section 922 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, industrial and commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, the Company submitted an application for financial assistance (the "Application") to the Agency requesting that the Agency consider undertaking a project (the "Project") consisting of the following: (A)(1) the acquisition of an interest in an approximately 9.6 acre parcel of land located at 3400 New Hyde Park Road, Incorporated Village of North Hills, Town of North Hempstead, County of Nassau, New York (Section: 8; Block: A; Lots: 880 and 881) (the "Land"), which Land is more particularly described in Schedule A attached hereto, (2) the construction of an approximately 233,000 square foot office building on the Land, together with related improvements to the Land (collectively, the "Building"), and (3) the acquisition of certain furniture, fixtures, machinery and equipment necessary for the completion

thereof (the “Equipment”), all of the foregoing for use by the Company as its world headquarters facility (collectively, the “Project Facility”); (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing in the form of potential exemptions or partial exemptions from real property taxes, mortgage recording taxes and sales and use taxes (collectively, the “Financial Assistance”); and (C) the lease, license or sale of the Project Facility to the Company or such other entity as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Overlandlord is the owner of fee title to the Land and the Building (collectively, the “Facility”); and

WHEREAS, the Company is the tenant under an Amended and Restated Agreement of Lease dated as of June 24, 2015 (as amended, modified, supplemented or restated from time to time, the “Overlease”) between the Overlandlord, as landlord, and the Company, as tenant, pursuant to which the Company leases the Facility from the Overlandlord; and

WHEREAS, the Agency is or will be the holder of a subleasehold interest in the Facility pursuant to a certain company lease agreement of even date herewith (as amended, modified, supplemented or restated from time to time, the “Company Lease”), between the Company and the Agency (with the consent of the Overlandlord); and

WHEREAS, the Agency proposes to undertake the Project as an authorized project under the Act and to sub-lease its interest in the Facility to the Company pursuant to a Sublease Agreement of even date herewith between the Agency and the Company (as amended, modified, supplemented or restated from time to time, the “Lease Agreement”); and

WHEREAS, the payment and performance of the Obligors’ respective obligations under this Agreement shall be secured by a Mortgage and Assignment of Leases and Rents of even date herewith (as amended, modified, supplemented or restated from time to time, the “PILOT Mortgage”) from the Obligors and the Agency, as mortgagor, to the County of Nassau (the “PILOT Mortgagee”), its successors and assigns, as mortgagee, pursuant to which the Agency and the Obligors grant a first mortgage lien on the Facility to the PILOT Mortgagee; and

WHEREAS, under the present provisions of the Act and under the present Section 412-a of the Real Property Tax Law of the State of New York (the “RPTL”), the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or under its control;

NOW, THEREFORE, in consideration of the premises and the payments, agreements, and covenants hereinafter contained, the Obligors and the Agency covenant and mutually agree as follows:

Section 1. Tax-Exempt Status of Facility.

A. Application. (1) The Company shall complete, and the Agency shall file, an application for tax exemption pursuant to Section 412-a of the RPTL (the “Application”). The Application shall be filed with the assessor for each of the various taxing entities having

jurisdiction over the Facility, including, without limitation, the County of Nassau (the "County") and each city, town, village and school district within which the Facility is located (such taxing entities, and any successors thereto, being hereinafter collectively referred to as the "Taxing Entities" and each individually as a "Taxing Entity"). The Facility shall not be entitled to exempt status on the tax rolls of any Taxing Entity until the beginning of the first fiscal tax year of such Taxing Entity following the first taxable status date of such Taxing Entity occurring subsequent to the last to occur of (i) the Agency becoming the holder of a subleasehold interest in the Facility, (ii) the filing by the Agency of the appropriate Application for tax exemption, and (iii) the acceptance of such Application by the appropriate tax assessor(s) (such date, the "PILOT Commencement Date").

(2) The Obligors hereby waive any claim or cause of action against the Agency, and release the Agency from any liability to the Obligors, arising from any denial of an exemption from real property taxes and assessments, except to the extent that such denial results solely from the willful failure of the Agency, after demand by the Obligors, to file the completed Application for tax exemption as set forth in this Agreement.

B. Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the General Municipal Law of the State of New York and Section 412-a of the RPTL may not entitle the Agency to exemption from special assessments and special ad valorem levies. Pursuant to the Lease Agreement and the other Transaction Documents, the Obligors will be required to pay all special assessments and special ad valorem levies levied and/or assessed against or with respect to the Facility, subject to Section 2(B)(3) hereof.

C. Other Charges. If any taxes, assessments, service charges or other governmental charges become payable by the Company, the Overlandlord or the Agency on the Facility or the rental paid pursuant to the Lease Agreement or the occupancy of or any interest of the Company, the Overlandlord or the Agency in the Facility or any part thereof or any personal property used in connection with the business conducted and located therein, the amount of any such taxes, assessments or charges shall be paid by the Obligors as and when due. Furthermore, water charges, sewer rentals, sewage treatment charges, solid waste charges and any other charges in the nature of utility charges shall be paid as and when due directly by the Obligors and shall not be credited against nor be affected in any manner by any payment in lieu of real property taxes and assessments in any year and shall be computed pursuant to the formula adopted by the relevant Taxing Entity. For the avoidance of doubt, with respect to the Overlandlord only, all charges and other amounts referenced in this subparagraph C, whether in the nature of a governmental charge, utility charge or otherwise, shall not be deemed to include all or any part of any Recapture of Benefits (as defined in the Lease Agreement) contemplated by the Lease Agreement, and the Overlandlord shall not be obligated to pay to the Agency such Recapture of Benefits and, thus, the obligation to pay Recapture of Benefits shall not be a joint and several obligation of the Obligors.

Section 2. Payments.

A. Tax Payments. Prior to the PILOT Commencement Date, the applicable real property taxes and assessments levied and/or assessed against or with respect to the Facility

shall be payable in full by the Obligor to the applicable Taxing Entity as if the Agency were not the holder of a subleasehold interest in the Facility or otherwise involved in the Project.

B. PILOT Payments. (1) From the PILOT Commencement Date through and including the last day of the nineteenth (19th) fiscal tax year thereafter (such date, the “Abatement Expiration Date” and such period, the “Term”), the Obligor shall make payments in lieu of real property taxes and assessments levied and/or assessed by the Taxing Entities against the Facility as set forth on Schedule B hereto, subject to the provisions of Section 2(B)(3) hereof.

The payments in lieu of real property taxes and assessments levied and/or assessed by the Taxing Entities against the Facility pursuant to clause (1) above are referred to herein as the “PILOT Payments.”

(2) From and after the Abatement Expiration Date, and until the Agency’s interest in the Facility is conveyed to the Company pursuant to the terms of the Lease Agreement and the Facility has been returned to the tax rolls as fully taxable property, the Obligor shall make PILOT Payments equal to one hundred percent (100%) of the amount of real property taxes and assessments that would have been levied and/or assessed against or with respect to the Facility as if the Facility were owned by the Company and/or the Overlandlord and the Agency were not otherwise involved in the Project.

“PILOT Obligations” shall mean all amounts required to be paid by the Obligor under this Agreement, including, without limitation, those amounts set forth in Sections 2(A) and 2(B) hereof.

(3) Any provision of this Agreement to the contrary notwithstanding, the amount of PILOT Payments set forth in Section 2(B)(1) hereof for each fiscal tax year through the Abatement Expiration Date, shall be reduced (but not below \$0) by the amount, if any, of special assessments and special ad valorem levies assessed against or levied upon the Facility for such fiscal tax year (collectively, “Special Assessments”), whether by the Nassau County Tax Assessor’s Office or otherwise, which Special Assessments would otherwise be payable by the Obligor pursuant to this Agreement. The amount of any such reduction of a PILOT Payment shall be set forth on the applicable PILOT bill issued with respect to such fiscal tax year, if any, but the failure of the Obligor to receive such bill shall in no event affect the Obligor’s obligation to pay such PILOT Payment. In the event that (i) the amount of Special Assessments for a particular fiscal tax year exceeds the amount of the PILOT Payment for such fiscal tax year (such excess is hereinafter referred to as an “SA Credit”), or (ii) the amount of PILOT Payments for a particular fiscal tax year are not reduced by the amount of Special Assessments for such fiscal tax year (the amount of such Special Assessments is hereinafter referred to as an “SA Reduction”), then the amount of such SA Credit or SA Reduction, as the case may be, shall be carried over as a credit for the following fiscal tax year(s); provided, however, that if there is an unused SA Credit at the end of the Term of this Agreement, then the Obligor shall not be entitled to (a) take such SA Credit against any further payments hereunder or against real property taxes assessed against the Facility, or (b) an extension of the Term of this Agreement.

C. Payments. (1) Amounts due and payable under this Agreement shall be payable to the Treasurer of the County of Nassau (the "Treasurer"), One West Street, 1st floor, Mineola, NY 11501, or at such other address as the Treasurer may notify the Obligors of in writing.

(2) All PILOT Payments hereunder shall be allocated among the affected tax jurisdictions in proportion to the amount of real property and other taxes and assessments that would have been received by each Taxing Entity had the Project not been tax exempt due to the status of the Agency.

D. Due Dates; Interest; and Penalties. (1) The Obligors may be billed for PILOT Payments as if the Facility were on the tax rolls at the time when taxes for each Taxing Entity are due.

(2) If any payment required under this Agreement is not made on or before the due date thereof, such payment shall be delinquent and the unpaid amount(s) shall accrue interest (and penalties) at the rates applicable to late payments of taxes for the respective Taxing Entities and as further provided in the General Municipal Law, including Section 874(5) thereof, which currently provides for a late charge equal to the greater of (a) five (5%) percent of the unpaid amount for the first month, and for each month, or part thereof, that the payment is delinquent beyond the first month, an additional late charge equal to one (1%) percent per month of the total amount payable; and (b) the late charge applicable from time to time to real property tax levies and assessments that are not paid when due. The Obligors shall pay all such interest and penalties when due.

(3) Anything contained in this subparagraph to the contrary notwithstanding, the Obligors shall have the obligation to make all payments of PILOT Obligations (other than payments of penalties, if any), in (a) two equal semi-annual installments on or prior to the date which is five (5) Business Days prior to January 1 and July 1 for the General Tax portion of the PILOT Obligations, (b) two equal semi-annual installments on or prior to the date which is five (5) Business Days prior to April 1 and October 1 for the School Tax portion of the PILOT Obligations and (c) one (1) annual installment on or prior to the date which is five (5) Business days prior to June 1 for the Village Tax portion of the PILOT Obligations, as applicable, of each year of the term of the Lease Agreement or on such other due dates as may be established by the Agency or the Treasurer from time to time during the term of the Lease Agreement.

E. Partial Sale; Transferee's Obligation; Apportionment of Reduction to Local Taxing Entities. During the Term of this Agreement, in the event that the Agency's interest in the Facility, or any portion thereof or interest therein, is sold, transferred, assigned or otherwise disposed of by the Agency in accordance with the Lease Agreement, the transferees thereof will thereafter pay the real property taxes and assessments on such Land and the Building and any Additional Facilities (as hereinafter defined) located on the Land, or on such portion of the Land, that was sold, transferred, assigned or otherwise disposed of, as may be required by applicable law.

F. Sale; Company's Obligation. In the event that the Agency sells, transfers, assigns or otherwise disposes of its interest in the Facility to any party other than the Company in accordance with the Lease Agreement, the Company's obligation for PILOT Obligations shall be prorated to the date of the closing of the transaction and thereupon all obligations of the Company for payment of PILOT Obligations shall cease, but the Agency shall take such steps with the transferee or assignee other than the Company to assure that each of the Taxing Entities shall suffer no loss of revenue until the Facility can be placed back on the tax rolls as fully taxable real property and taxes levied and billed therefor.

Section 3. Effective Date: Duration of Agreement. This Agreement shall become effective upon the execution and delivery of the Lease Agreement by the Company and the Agency and this Agreement by the Obligor and the Agency and the execution and delivery of the Company Lease from the Company to the Agency and shall continue in effect until the earlier of (i) the termination of this Agreement pursuant to the terms of the Lease Agreement or of this Agreement, or (ii) the date on which the Company Lease and the Lease Agreement are terminated pursuant to the Lease Agreement or this Agreement and the Facility has been placed back on the tax rolls as taxable property.

Section 4. Events of Default. The following shall constitute an "Event of Default" under this Agreement:

A. Failure by the Obligor to make any payment specified herein when due and the continuance of such failure for a period of fifteen (15) days after receipt by the Obligor of written notice from the Agency, the County and/or any Taxing Entity.

B. Failure by the Obligor to comply with or perform any provision of this Agreement other than the payment provisions hereof and the continuance of such failure for a period of sixty (60) days after receipt by the Obligor of written notice thereof from the Agency or, if such default is capable of being cured but cannot be cured within such sixty (60) day period, the failure of the Obligor to commence to cure such default within such sixty (60) day period and to prosecute such cure to completion with diligence.

C. An Event of Default on the part of the Company under the Company Lease, the Lease Agreement or any other agreement between the Agency and the Company, which has not been cured after any applicable notice, grace or cure periods.

D. If any certificate, statement, representation, warranty or financial statement made to the Agency by or on behalf of the Company shall prove to have been false, misleading or incorrect in any material and adverse respect at the time as of which the facts therein set forth were made, or to have omitted any material liability or claim against the Company.

E. Except as expressly permitted under the Lease Agreement, if the Company shall sell, transfer, convey or otherwise dispose of its interest in the Project Facility or any portion thereof without the prior written consent of the Agency.

If the Obligors fail to make any payments pursuant to this Agreement when due, the amount or amounts so in default shall continue as an obligation of the Obligors until fully paid.

Upon the occurrence and during the continuance of an Event of Default hereunder, the Obligors shall be required to make PILOT Payments as if the Facility were owned by the Company (or the Overlandlord) and the Agency was not otherwise involved in the Project, such amounts to commence to be paid for the period subsequent to the date it is determined by the Agency that there is an Event of Default hereunder. In such event, the tax rate, interest and penalties shall be those then in effect in the Taxing Entities in which the Facility is located.

Upon the occurrence and continuance of an Event of Default hereunder, without limitation of its rights and remedies under this Agreement or any other Transaction Document, the Agency shall be entitled to sue to enforce any provision of this Agreement and to recover the payments of PILOT Obligations in default from the Obligors, together with all the costs and expenses of the Agency, its successors or assigns, paid or incurred in such recovery (including court costs and attorneys' fees and expenses) and interest at the rate charged by the respective Taxing Entities on overdue payments of taxes.

The Agency, in enforcing payment by the Obligors of the PILOT Obligations, may take whatever action and exercise any or all of the rights and remedies specified in this Agreement or any other remedy provided by law.

Each and every Event of Default shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises.

No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. Further, no payment by the Agency or receipt by the Agency or a Taxing Entity of a lesser amount than 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 and/or any Taxing Entity may accept any check or payment as made without prejudice to the right to recover the balance or pursue any other remedy in this Agreement or otherwise provided at law or in equity.

In no event shall the Agency be liable to any of the Taxing Entities for the payments specified herein, whether or not the Obligors make such payments. The Obligors hereby agree to indemnify, defend (with counsel selected by the Agency) and hold harmless the Agency and its officers, members, agents (other than the Company), attorneys, servants and employees, past, present and future, against any such liability for such payments and against all penalties, interest, and other charges resulting from the delinquency of such payments; provided that such liability for such payments, penalties, interest, and other charges resulting from the delinquency of such payments are not incurred or do not result solely from the intentional wrongdoing of the Agency or any of its members, officers, agents (other than the Company), attorneys, servants or employees.

The Agency, the Overlandlord and the Company hereby acknowledge the right of the County, as beneficiary of this Agreement (on behalf of itself and all other Taxing Entities), to pursue any appropriate remedies, including an action or proceeding in the courts, to recover directly from the Obligors any payments of PILOT Obligations in default hereunder and/or to exercise its rights and remedies under the PILOT Mortgage. The Obligors shall promptly notify the Agency of any action or proceeding brought, or other measure taken, by a Taxing Entity to recover such payments in default hereunder. It is understood that the right of any Taxing Entity herein acknowledged is in addition to, and shall not impair, the Agency's own rights arising from a breach of this Agreement.

In the event that any direct interest in and to the Facility is conveyed by the Company to any other party prior to expiration of the term of the Lease Agreement (other than transfers expressly permitted under the Lease Agreement or otherwise consented to by the Agency), this Agreement shall, at the option of the Agency, become null and void and any remaining tax abatement hereunder shall be canceled. Notwithstanding any provision of this Agreement, the Overlandlord shall have the right, without the prior consent of the Agency but on notice to the Agency given not later than fifteen (15) days after the consummation of such transaction entered into after the Closing Date, to (a) encumber and/or mortgage the right, title and interest of the Overlandlord in and to the Project Facility, and (b) transfer and/or grant a direct or indirect ownership interest in the Overlandlord.

The rights, powers and remedies of the Agency and the County under this Agreement shall be cumulative and not exclusive of any other right, power or remedy which the Agency or the County may have against the Obligors pursuant to this Agreement or the other Transaction Documents, or existing at law or in equity or otherwise. The respective rights, powers and remedies of the Agency and the County hereunder may be pursued singly, concurrently or otherwise, at such time and in such order as the Agency or the County may determine in its sole discretion. No delay or omission to exercise any remedy, right or power accruing upon an Event of Default shall impair any such remedy, right or power or shall be construed as a waiver thereof, but any such remedy, right or power may be exercised from time to time and as often as may be deemed expedient. A waiver of one Event of Default with respect to the Obligors shall not be construed to be a waiver of any subsequent Event of Default by the Obligors or to impair any remedy, right or power consequent thereon.

Section 5. Additional Facilities. If any structural additions or change in use shall be made to the buildings or other improvements included in the Facility subsequent to the date hereof (other than the initial construction contemplated as part of the Project), or if any additional buildings or improvements shall be constructed on the Land other than the Building (such change of use, structural additions, buildings and improvements being referred to hereinafter as "Additional Facilities"), the Obligors agree to increase the PILOT Obligations hereunder in an amount, as determined by the Agency or a tax assessor selected by the Agency, equal to the increased tax payments, if any, that would have been payable on such increase if this Agreement were not in effect (provided, however, that the foregoing shall not apply to the creation of additional surface (i.e., non-structural) parking areas. Nothing herein shall constitute the Agency's consent to the construction of any such additions or additional buildings or improvements or to such change of use (other than the initial construction contemplated as part of the Project).

Section 6. Change of Law. In the event the Facility, or any part thereof, is declared to be subject to taxation for real property taxes or assessments by an amendment to the Act, other legislative change or a final judgment of a court of competent jurisdiction, the obligations of the Obligors hereunder shall, to such extent, be null and void. If the Obligors have already paid any amounts under this Agreement for any period that the Obligors are required to pay taxes or assessments because of such amendment, legislative or final judgment (collectively, "Prior Payments"), then the Obligors shall look to the Taxing Authorities for repayment of the Prior Payments or a credit in the amount of the Prior Payments against taxes payable to the relevant Taxing Entity but in no event shall the Obligors look to the Agency for a refund of the Prior Payments.

Section 7. Waiver of Tax Exemption. The Obligors, in recognition of the benefits provided under this Agreement, and for so long as the Lease Agreement is in effect, hereby expressly waive any rights they may have for any exemption under Section 485-b of the RPTL or any other exemption under any other law or regulation (except, however, for the exemption provided under Article 18-A of the General Municipal Law) with respect to the Facility.

The Obligors, in recognition of the benefits provided under this Agreement and the Lease Agreement, hereby expressly waive the right to institute judicial or other review of an assessment of the real property with respect to the Facility, whether pursuant to the provisions of Article 7 of the RPTL or other applicable law, as the same may be amended from time to time. In addition, the Overlandlord hereby represents and warrants that it has stipulated to the discontinuance (with prejudice) of all pending tax certiorari proceedings, if any, with respect to the Facility on or before the date hereof.

Section 8. Delivery of PILOT Statement. The Obligors shall deliver to the Comptroller of the County of Nassau, on or before the dates set forth for payment of the PILOT Obligations in Section 2 hereof, in each year during the term of the Lease Agreement, a verified statement setting forth the amount of such payments and the dates of such payments.

Section 9. Limited Obligation. The obligations, covenants and agreements of the Agency hereunder shall not constitute or give rise to an obligation of the State of New York, the County, or any city, town, village or school district within which the Facility is located and neither the State of New York, the County, nor any such city, town, village or school district shall be liable thereon, and further, such obligations, covenants and agreements shall not constitute or give rise to a general obligation of the Agency.

Section 10. No Waiver. Failure by the Agency in any instance to insist upon the strict performance of any one or more of the obligations of the Obligors under this 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 Obligors' 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 and all of the Obligors' obligations hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing. Further, no payment by the Obligors or receipt by the Agency of a lesser amount than 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 check or payments as made without prejudice to the right to recover the balance or pursue any other remedy in this Agreement or otherwise provided at law or in equity.

Section 11. Notices.

A. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given on the earlier of (1) three (3) Business Days after being sent to the applicable address stated below by registered or certified mail, return receipt requested, or two (2) Business Days after being sent by nationally recognized overnight courier service, or (2) the date on which delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

B. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

To the Agency:

Nassau County Industrial Development Agency
1550 Franklin Avenue, Suite 235
Mineola, NY 11501
Attention: Joseph J. Kearney, Executive Director

With a courtesy copy to:

Phillips Lytle LLP
1305 Franklin Avenue, 2nd floor
Garden City, NY 11530
Attention: Paul V. O'Brien, Esq.

To the Obligor:

Dealertrack Technologies, Inc.
1111 Marcus Avenue
Lake Success, NY 11042
Attention: General Counsel

with copies to:

Eric Jacobs and Ana Herrera at the same address

and

Meltzer Lippe Goldstein & Breitstone, LLP
190 Willis Avenue
Mineola, NY 11501

Attention: Gary M. Meltzer, Esq.

and

Tritec Real Estate Company, Inc.
45 Research Way, Suite 100
East Setauket, NY 11733
Attention: Robert E. Kent

and

iStar Financial Inc.
1114 Avenue of the Americas, 38th floor
New York, NY 10036
Attention: General Counsel

and

Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue
East Meadow, NY 11554
Attn: Jodi S. Hoffman, Esq.

and

Forchelli, Curto, Deegan, Schwartz, Mineo & Terrana, LLP
The Omni Building
333 Earle Ovington Boulevard, Suite 1010
Uniondale, NY 11553
Attn: Daniel P. Deegan, Esq.

and

Katten Muchin Rosenman LLP
525 W. Monroe Street
Chicago, IL 60661
Attn: Gregory P.L. Pierce, Esq.

Section 12. Change of Address. The Agency, the Overlandlord or the Company may, by notice given hereunder to each other, designate any further or different addresses to which subsequent notices, certificates or other communications to them shall be sent.

Section 13. Assignment of Agreement. This Agreement shall be binding upon the successors and permitted assigns of the Obligor but no assignment shall be effective to relieve the Obligor of any of their obligations hereunder unless expressly authorized and approved in writing by the Agency. The rights and obligations of the Obligor hereunder any not be assigned except in connection with a permitted assignment of the Company's interest in and to the Lease Agreement. Nothing herein is intended to be for, or to inure to, the benefit of any Person other than the parties hereto, the County and the other Taxing Entities.

Section 14. Independent Agreement. Notwithstanding any other provision of this Agreement, including the recitals hereof, the parties agree that the Lease Agreement executed between the parties thereto shall be a separate and independent document from this Agreement, and irrespective of whether any provision of this Agreement or the entirety hereof shall be held invalid or unenforceable by any court of competent jurisdiction, the Lease Agreement shall be construed, interpreted, and otherwise regarded separate and apart from this Agreement. The parties hereto specifically note that the considerations and terms provided for in this Agreement and provided for in the Lease Agreement are the only considerations and terms for which the parties thereto have executed this Agreement.

Section 15. Invalidity. If any one or more phrases, sentences, clauses or provisions of this Agreement or the entirety hereof shall be declared invalid or unenforceable by any order, decree or judgment of any court of competent jurisdiction, then such phrase, sentence, clause or provision or the entirety of this Agreement shall be deemed to be reformed in such manner as shall be determined by such court, or in the absence of such a determination then in the reasonable judgment of the Agency, to render such phrase, sentence, clause or provision of this Agreement valid and enforceable under applicable law. The parties hereto agree to enter into such documents, agreements and instruments as the Agency reasonably determines are necessary to effect any such reformation. In the event that any one more of the phrases, sentences, clauses or provisions of this Agreement cannot be reformed to comply with applicable law, then this Agreement shall be construed as if such phrase, sentence, clause or paragraph had not appeared in this Agreement.

Section 16. Amendments. This Agreement may not be modified, amended, supplemented, or changed without the written consent of the Agency and the Obligor.

Section 17. Prior Agreements. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, whether written or oral, among the parties with respect to the subject matter hereof.

Section 18. Delivery of Agreement. The Agency covenants to use reasonable efforts to deliver to each Taxing Entity a copy of this Agreement within fifteen (15) days after its execution.

Section 19. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 20. Service of Process; Consent to Jurisdiction; Forum.

A. The Obligor represents that they are subject to service of process in the State of New York and covenants that they will remain so subject so long as the Lease Agreement shall be in effect. If for any reason any Obligor should cease to be so subject to service of process in the State of New York, such Obligor hereby designates and appoints, without power of revocation, (i) the General Counsel of the Company, having an address at 1111 Marcus Avenue, Lake Success, NY 11042, and (ii) Robert E. Kent, c/o Tritec Real Estate Company, Inc., 45 Research Way, Suite 100, East Setauket, NY 11733, as co-agents for service of process, and if such agents shall cease to act or otherwise cease to be subject to service of process in the State of New York, the Secretary of State of the State of New York, as the agents of such Obligor upon whom may be served all process, pleadings, notices or other papers which may be served upon such Obligor as a result of any of its obligations under this Agreement; provided, however, that the serving of such process, pleadings, notices or other papers shall not constitute a condition to such Obligor's obligations hereunder.

B. The Obligor irrevocably and unconditionally (1) agree that any suit, action or other legal proceeding arising out of this Agreement or the other Transaction Documents may be brought in the courts of record of the State of New York in Nassau County or the courts of the United States, Eastern District of New York; (2) consent to the jurisdiction of each such court in any such suit, action or proceeding; and (3) waive any objection which they may have to the laying of venue of any such suit, action or proceeding in any of such courts. For such time as the Lease Agreement is in effect, the Obligor's agents designated above shall accept and acknowledge in the Obligor's behalf service of any and all process in any such suit, action or proceeding brought in any such court. The Obligor agrees and consent that any such service of process upon such agents and written notice of such service to the Obligor in the manner set forth in Section 11 hereof shall be taken and held to be valid personal service upon the Obligor whether or not the Obligor shall then be doing, or at any time shall have done, business within the State of New York and that any such service of process shall be of the same force and validity as if service were made upon the Obligor according to the laws governing the validity and requirements of such service in the State of New York, and waive all claim of error by reason of any such service. Such agents shall not have any power or authority to enter into any appearance or to file any pleadings in connection with any suit, action or other legal proceedings against the Obligor or to conduct the defense of any such suit, action or any other legal proceeding except as expressly authorized by the Obligor.

Section 21. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, as the same may be in effect from time to time, without regard to principles of conflicts of laws.

Section 22. Nature of Obligations. This Agreement shall remain in full force and effect until each and every one of the PILOT Obligations shall have been irrevocably paid in full and all other obligations of the Obligor under this Agreement shall have been paid and performed in full.

The obligations of the Obligor under this Agreement are joint and several, except as otherwise expressly provided herein.

Section 23. Indemnification. The Obligors agree to indemnify, defend (with counsel selected by the Agency) and hold harmless the Agency and its officers, members, agents (other than the Company), attorneys, servants and employees, past, present and future, against any liability arising from any default by the Obligors in performing their obligations hereunder or any expense incurred hereunder, including, without limitation, any expenses of the Agency and reasonable attorneys' fees and expenses; provided that such liability is not incurred or does not result solely from the intentional wrongdoing of the Agency or any of its members, officers, agents (other than the Company), attorneys, servants or employees.

Section 24. Bank Mortgage. The Overlandlord agrees to perform or cause to be performed, for and on behalf of the Agency, each and every obligation of the Agency under and pursuant to the Bank Mortgage. Provided that no Event of Default by Overlandlord shall have occurred and be continuing under any Transaction Document, the Overlandlord shall have the right to obtain, on or before September 1, 2015, a construction loan for the purposes of financing the construction of the Building and shall have the right to encumber the Project Facility with the Original Bank Mortgage in connection therewith; provided, however, that so long as the Overlandlord is actively pursuing such construction loan, the Agency shall not unreasonably withhold its consent to an extension of the aforesaid date for a reasonable additional period of time, not to exceed four (4) months beyond the aforesaid date. Subject to the foregoing, the Agency agrees to execute and deliver (i) the Original Bank Mortgage to mortgage and grant a security interest in the Agency's subleasehold interest in the Project Facility, except for the Agency's Unassigned Rights, and (ii) a mortgage recording tax exemption affidavit with respect to the recording of the Original Bank Mortgage, all in form and substance reasonably satisfactory to the Agency and all at the sole cost and expense of the Company. For all other Bank Mortgages, provided no Event of Default by Overlandlord shall have occurred and be continuing under any Transaction Document, the Agency agrees to execute and deliver such Bank Mortgage to mortgage and grant a security interest in the Agency's subleasehold interest in the Project Facility, except for the Agency's Unassigned Rights, which other Bank Mortgages shall be in form and substance reasonably satisfactory to the Agency and shall be executed and delivered at the sole cost and expense of the Overlandlord.

Section 25. Assumption. The Agency agrees that it shall not unreasonably withhold, condition or delay its consent to the assumption of the Overlandlord's obligations under this Agreement by a purchaser of the Overlandlord's direct fee ownership interest in and to the Project Facility in connection with such purchase and sale of the Project Facility.

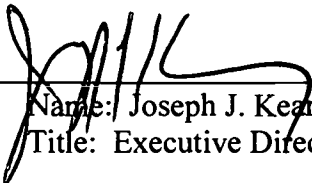
Section 26. Subordination. Notwithstanding any provision of the Overlease to the contrary, the Company and the Overlandlord acknowledge and agree that the Overlease is subject and subordinate to the terms and provisions of this Agreement and the PILOT Mortgage.

Section 27. Date of Agreement. The date of this Agreement shall be for reference purposes only and shall not be construed to imply that this Agreement was executed on the date first above written. This Agreement was executed and delivered on June 24, 2015 (the "Closing Date"). Notwithstanding any provision of this Agreement to the contrary, the representations, warranties, covenants and agreements of the parties herein are made as of the Closing Date and not as of the reference date.

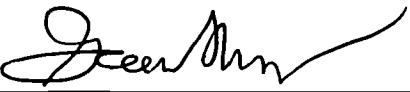
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

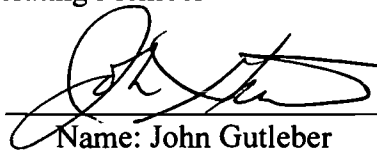
By  _____
Name: Joseph J. Kearney
Title: Executive Director

DEALERTRACK TECHNOLOGIES, INC.

By  _____
Name: Gary N. Papilsky
Title: Senior Vice President

DT-XCIII-IS, LLC

By: X-Cell III Realty Associates LLC, its
Operating Member

By  _____
Name: John Gutleber
Title: Manager

STATE OF NEW YORK)

: ss.:

COUNTY OF NASSAU)

On the 22nd day of June, in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph J. Kearney, 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 executed the instrument.



Notary Public

Paul V. O'Brien
Notary Public, State of New York
No. 02OB6235944
Qualified in Nassau County
Commission Expires Feb 14, 2017

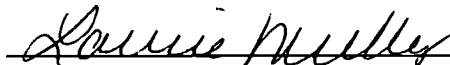
STATE OF NEW YORK)

: ss.:

COUNTY OF NASSAU)

On the 12th day of June, in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary N. Papilsky, 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 executed the instrument.

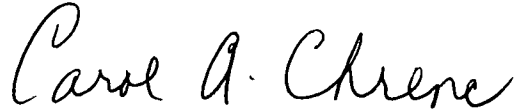
LAURIE MULLENS
Notary Public - State of New York
No. 01MU6141527
Qualified in Nassau County
My Commission Expires March 6, 2018



Notary Public

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

On the 18th day of June, in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared John Gutleber, 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 executed the instrument.



Notary Public
CAROL A. CHRENC
Notary Public, State of New York
No. 01CH5021587
Qualified in Queens
Commission Expires December 20, 20 17

SCHEDULE A

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, situate, lying and being in the Incorporated Village of North Hills, County of Nassau, State of New York and bounded and described as follows:

BEGINNING at a point lying in the southerly side of The Long Island Expressway South Service Road where it is intersected by New Hyde Park Road;

RUNNING THENCE north 59 degrees 40 minutes 01 second east along the said southerly side of The Long Island Expressway South Service Road, 582.97 feet;

THENCE south 30 degrees 19 minutes 59 seconds east, 146.34 feet;

THENCE south 03 degrees 57 minutes 49 seconds east, 763.98 feet to the former centerline of I.U. Willets Road;

THENCE the following two (2) courses and distances along the former centerline of I.U. Willets Road;

1. South 83 degrees 49 minutes 30 seconds west, 415.14 feet;
2. South 74 degrees 30 minutes 32 seconds west, 75.79 feet to the easterly side of New Hyde Park Road, as widened;

THENCE north 16 degrees 57 minutes 36 seconds west, 24.76 feet to the former northerly side of I.U. Willets Road;

THENCE south 74 degrees 30 minutes 32 seconds west, 1.58 feet to the easterly side of New Hyde Park Road as widened;

THENCE the following three (3) courses and distances along the easterly side of New Hyde Park Road as widened;

1. North 03 degrees 26 minutes 00 seconds west, 155.40 feet;
2. along the arc of curve bearing to the left, having a radius of 1,054.76 feet and an arc length of 454.60 feet;
3. North 04 degrees 10 minutes 03 seconds west, 46.63 feet to the southerly side of The Long Island Expressway South Service Road and the point or place of BEGINNING.

Said premises being known as SE Corner of LIE South Service Road & E/s of New Hyde Park Road, North Hills, New York

SECTION 8 BLOCK A LOTS 880 & 881

SCHEDULE B

PILOT PAYMENT SCHEDULE

Term:

<u>Tax Year</u> ¹	<u>Total PILOT Payment</u>
2017 General / 2016/17 School/Village	\$481,832.76
2018 General / 2017/18 School/Village	\$481,832.76
2019 General / 2018/19 School/Village	\$481,832.76
2020 General / 2019/20 School/Village	\$481,832.76
2021 General / 2020/21 School/Village	\$481,832.76
2022 General / 2021/22 School/Village	\$481,832.76
2023 General / 2022/23 School/Village	\$481,832.76
2024 General / 2023/24 School/Village	\$481,832.76
2025 General / 2024/25 School/Village	\$481,832.76
2026 General / 2025/26 School/Village	\$481,832.76
2027 General / 2026/27 School/Village	\$481,832.76
2028 General / 2027/28 School/Village	\$481,832.76
2029 General / 2028/29 School/Village	\$540,082.76
2030 General / 2029/30 School/Village	\$551,732.76
2031 General / 2030/31 School/Village	\$563,382.76
2032 General / 2031/32 School/Village	\$575,032.76
2033 General / 2032/33 School/Village	\$586,682.76
2034 General / 2033/34 School/Village	\$598,332.76
2035 General / 2034/35 School/Village	\$598,332.76

¹ Actual PILOT Commencement Date is subject to timely acceptance of the Application by the appropriate tax assessor(s).