

CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY

AND

THE PLANT MANOR, LLC

FIRST AMENDMENT TO TAX AGREEMENT

Dated as of October 15, 2019

FIRST AMENDMENT TO
TAX AGREEMENT

THIS FIRST AMENDMENT TO TAX AGREEMENT (this “Amendment”) dated as of October 15, 2019 (the “Effective Date”), by and between **CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, having its offices at 470 Nepperhan Avenue, Suite 200, Yonkers, New York 10701 (the “Agency”) and **THE PLANT MANOR, LLC**, a New York limited liability company having offices at 31 West 11th Street, Suite 8A, New York, New York 10011 (the “Company”).

RECITALS

WHEREAS, by resolutions previously adopted by the Agency, the Agency appointed **THE PLANT MANOR, LLC** (the “Company”) the true and lawful agent of the Agency to undertake a certain project (the “Project”) consisting of: (i) the acquisition by the Agency of a leasehold interest in certain land located at 1097 North Broadway, Yonkers, New York (the “Land”) and certain existing improvements located thereon, consisting primarily of the landmark estate known as “Alder Manor” comprised of the approximately 47,929 square-foot Alder Manor house, an approximately 1,995 square-foot chapel and the approximately 24,429 square-foot “Cliff House” also known as “Bosch Hall” (collectively, the “Existing Improvements”); (ii) the demolition of the non-historic portion of Bosch Hall; (iii) the restoration, refurbishment and historic preservation of some or all of the Existing Improvements (the “Refurbished Improvements”); (iv) the rehabilitation of approximately 43,560 square-feet of outdoor space including landscaped formal gardens, lawn and green spaces (the “Outdoor Improvements” and together with the Refurbished Improvements, the “Improvements”); and (v) the acquisition and installation in and around the Existing Improvements and Improvements of certain items of machinery, equipment and other items of tangible personal property, including but not limited to, commercial and replica artwork, roofing material, heating and cooling systems, electrical upgrades, plumbing and bathroom equipment and façade work (the “Equipment” and, collectively with the Land, the Existing Improvements and the Improvements, the “Facility”); all for use as a regional and international destination for weddings, events, retreats, and photo and film shoots; and

WHEREAS, in connection with the Project, the Agency and the Company executed, among other things: (i) the Lease Agreement, dated as of October 1, 2014, a memorandum of which was recorded in the Office of the Clerk of the County of Westchester on January 28, 2015, at Control Number 542723268 (as amended, restated, reaffirmed, and modified from time to time, including, without limitation, the First Amendment to Lease Agreement, dated October 15, 2019 and to be recorded in the Office of the Clerk of the County of Westchester, the “Lease Agreement”); (ii) that certain Tax Agreement, dated as of October 1, 2014, a copy of which is attached hereto as Exhibit “A”, which provides a partial exemption and/or abatement of real property taxes for the Land and Improvements (but not including special assessments and ad valorem levies) (as amended, restated, reaffirmed, and modified from time to time, including, without limitation this Amendment, the “PILOT Agreement”), which is secured by a first

mortgage on the Facility, which was recorded in the Office of the Clerk of the County of Westchester on January 28, 2015 at Control Number 542793429 (as amended, restated, reaffirmed, and modified from time to time, including, without limitation, that certain Amended and Restated Tax Mortgage, dated as of October 15, 2019 and to be recorded in the Office of the Clerk of the County of Westchester, the "PILOT Mortgage"); and (iii) any and all other instruments, agreements, certificates, documents related to the Project and executed in connection therewith by Company, and any other instrument, agreement, certificate or document supplemental thereto; and

WHEREAS, the PILOT Agreement expires on December 31, 2020; and

WHEREAS, in October 2019, the Company submitted a request to the Agency to extend the PILOT Agreement for an additional fifteen (15) year term; and

WHEREAS, the Company maintains that the Project has been delayed due to an increased scope of work for the Facility; and

WHEREAS, the Project will be an important regional destination attraction for the City of Yonkers, serving as the first historic event and hotel facility listed on the National Register of Historic Places; and

WHEREAS, by Resolution 10/2019-33, the Agency approved a one year extension of the PILOT Agreement to facilitate the completion of the Project at the same terms and conditions of the final year of the PILOT Agreement (the "Extension"); and

WHEREAS, the value of the Extension shall not exceed \$100,000.00; and

WHEREAS, the Agency and the Company wish to amend the PILOT Agreement to provide for a partial additional abatement from real property taxes of one (1) year for the benefit of the Company; and

WHEREAS, for purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein including, but not limited to, those capitalized terms used and/or defined in the recitals hereto, shall have the respective meanings assigned to such terms in the Lease Agreement.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Agency mutually covenant, warrant and agree as follows:

1. Amendments:

- a. The first sentence of Subsection (A) of Section 1.1 of the PILOT Agreement is amended and restated in its entirety to read as follows:

“Subject to the completion and filing by the Agency or its designee at the direction of the Agency on or before the taxable status date (**October 15, 2019**) (the “Taxable Status Date”) of 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 be exempt from Real Estate Taxes for the periods set forth in Section 1.3 of the PILOT Agreement.”

- b. The last sentence of Subsection (B) (ii) of Section 1.1. of the PILOT Agreement is amended and restated in its entirety to read as follows:

“Notwithstanding the foregoing, the right of the Company to institute a grievance with respect to Real Estate Taxes shall be strictly limited by the terms of this Agreement; and the Company shall only be entitled to institute a grievance which would cause an adjustment of the Special Charges (as defined in Section 2.1) and the Company shall be limited to the right to refunds related to grievances involving Special Charges. Except as set forth herein, the Tax Payments as set forth at Schedule A shall not be contested, grieved or refuted during and for the term of this Agreement and the Company shall not seek a refund of any taxes paid or to be paid.”

- c. The first two sentences of Section 1.3 of the PILOT Agreement are amended and restated in its entirety to read as follows:

“The tax benefits provided for herein shall be deemed to include: (i) the 2016 County tax year through the 2021 County tax year and (ii) the 2015-16 City tax year through the 2020-21 City tax year. **This Tax Agreement shall expire on December 31, 2021** (with the understanding that the Company will be making a payment hereunder for County tax year 2022 and City tax year 2021-22 in the amounts as if the Agency were not in title on the tax lien date with respect to said tax years).”

(Remainder of Page Intentionally Left Blank)

- d. Schedule A of the PILOT Agreement is amended and restated in its entirety to read as follows:

**“TAX AGREEMENT DATED AS OF OCTOBER 1, 2014 (AS AMENDED,
RESTATED, MODIFIED, AND REAFFIRMED BY THAT FIRST AMENDMENT TO TAX
AGREEMENT, DATED AS OF OCTOBER 15, 2019),
BY AND BETWEEN CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY AND
THE PLANT MANOR, LLC**

Pursuant to the terms of Section 1.1 of this Tax Agreement, “Tax Payments” shall mean an amount per annum equal to the following amounts for the period designated:

| TAX AGREEMENT YEAR | CITY YEAR | COUNTY YEAR | PAYMENT DATE | TOTAL TAX PAYMENT |
|-----------------------------------|----------------------|------------------------|-------------------------|--------------------------|
| 1 | 2015-16 | 2016 | December 1, 2015 | \$75,000 |
| 2 | 2016-17 | 2017 | December 1, 2016 | \$75,000 |
| 3 | 2017-18 | 2018 | December 1, 2017 | 70% of Full Taxes |
| 4 | 2018-19 | 2019 | December 1, 2018 | 80% of Full Taxes |
| 5 | 2019-20 | 2020 | December 1, 2019 | 90% of Full Taxes |
| 6 | 2020-21 | 2021 | December 1, 2020 | 90% of Full Taxes |

For the avoidance of doubt, Tax Agreement Year 6, which is the final year of the Tax Agreement, is for County tax year 2021 and City tax year 2020-2021.”

2. Representations, Covenants and Warranties. All terms, conditions, covenants, representations and warranties of the Company contained in the PILOT Agreement, except as expressly modified hereby, are hereby adopted, ratified and confirmed by the Company as of the date hereof, remain in full force and effect as of the date hereof, and are subject to the terms of this Amendment. Provided further that the Agency and the Company expressly recognize that the PILOT Mortgage continues to secure the Section 3.3 Obligations, as such term is defined in the PILOT Mortgage that includes the additional Payments In Lieu of Tax payments provided for herein.

3. Governing Law. This Amendment, the transactions described herein and the obligations of the parties hereto shall be construed under, and governed by, the laws of the State of New York, as in effect from time to time, without regard to principles of conflicts of laws.

4. Successors and Assigns. The Company and the Agency, shall include the legal representatives, successors and assigns of those parties. This Amendment shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

5. Counterparts. This Amendment may be executed in any number of counterparts and by the Company and the Agency on separate counterparts, each of which when so executed

and delivered shall be an original, but all such counterparts shall together constitute one and the same Amendment.

6. Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

7. Conflicting Provisions. In the event of any conflict in the terms and provisions of this Amendment and the terms and provisions of the PILOT Agreement, the terms and provisions of this Amendment shall govern.

8. Entire Agreement. This Amendment constitutes the entire agreement and understanding between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior negotiations, understandings, and agreements between such parties with respect to such transaction.

(Remainder of Page Intentionally Left Blank – Signature Pages Follow)

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first above written.

**CITY OF YONKERS INDUSTRIAL
DEVELOPMENT AGENCY**

By: Wilson Kimball
Wilson Kimball, Secretary

THE PLANT MANOR, LLC

By: Lela Goren
Lela Goren, Managing Member

(Signature Page to First Amendment to PILOT)

STATE OF NEW YORK


)

)SS.:

COUNTY OF WESTCHESTER

)

On the 11 day of October, 2019, before me, the undersigned, personally appeared **Wilson Kimball**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

STATE OF NEW YORK

)


)SS.:

COUNTY OF WESTCHESTER

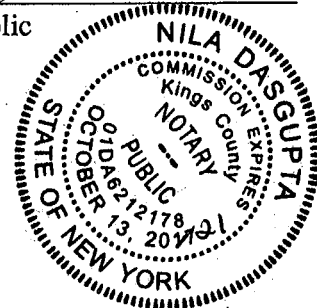
)

DAVID M ROTHMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 02RO6184852
Qualified in Westchester County
My Commission Expires April 07, 2020

On the 8th day of October, 2019, before me, the undersigned, personally appeared **Lela Goren**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public



(Acknowledgment Page to First Amendment to PILOT)

Exhibit A

(PILOT Agreement)

October 31, 2014

HARRIS BEACH PLLC
ATTORNEYS AT LAW

445 HAMILTON AVENUE, SUITE 1206
WHITE PLAINS, NY 10601
(914) 683-1200

DAVID M. ROTHMAN

DIRECT: (914) 298-3014
FAX: (914) 683-1210
DROTHMAN@HARRISBEACH.COM

VIA HAND DELIVERY BY DAVID M. ROTHMAN, ESQ.
PRIOR TO OCTOBER 15, 2014 TAX STATUS DATE

City of Yonkers
Attn: Assessor
87 Nepperhan Avenue
Yonkers, New York 10701

***Re: The Plant Manor, LLC and City of Yonkers Industrial
Development Agency – Tax Agreement and NYS Form RP-412-a***

Dear Assessor:

On behalf of the City of Yonkers Industrial Development Agency, I have enclosed for you, the Assessor within which the above-referenced project is located, an "Application for Real Property Tax Exemption" on Form RP-412-a with attached Tax Agreement.

Should you have questions, please do not hesitate to contact me. Thank you.

Very truly yours,



David M. Rothman

DR/aca

Enclosures

cc: Individuals Listed on Schedule A

SCHEDULE A

VIA CERTIFIED MAIL

Hon. Robert Astorino
Westchester County Executive
148 Martine Avenue, 9th Floor
White Plains, New York 10601

VIA CERTIFIED MAIL

Mayor Mike Spano
Yonkers City Hall
40 South Broadway, Room 200
Yonkers, New York 10701

VIA REGULAR MAIL

City of Yonkers
Attn: Assistant Assessor
87 Nepperhan Avenue
Yonkers, New York 10701

VIA REGULAR MAIL

County Attorney
Westchester County Attorney's Office
Contracts & Real Estate Bureau
148 Martine Avenue, 6th Floor
White Plains, New York 10601

VIA REGULAR MAIL

Westchester County Department of Finance
Attn: Commissioner of Finance
148 Martine Avenue, Suite 720
White Plains, New York 10601

VIA REGULAR MAIL

Westchester County Department of Finance
Attn: Deputy Commissioner of Finance
148 Martine Avenue, Suite 720
White Plains, New York 10601

VIA REGULAR MAIL

Westchester County Tax Commission
Attn: Executive Director
110 Dr. Martin Luther King Jr. Blvd.
Room L-222
White Plains, New York 10601

VIA REGULAR MAIL

Westchester County Board of Legislators
Attn: Chair
800 Michaelian Office Building
148 Martine Avenue, 8th Floor
White Plains, New York 10601

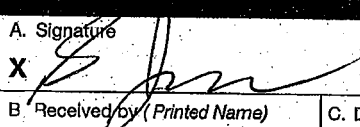
**Evidence of Filing Tax Agreement
The Plant Manor, LLC**

| | |
|--|----------------|
| U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i> | |
| For delivery information, visit our website at www.usps.com ®. | |
| OFFICIAL USE | |
| <i>Abbink</i> Postage | \$ 1.40 |
| Certified Fee | 3.30 |
| Return Receipt Fee (Endorsement Required) | 2.70 |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ 7.40 |

7014 1820 0001 9606 8476


Postmark Here
ROCHESTER NY
OCT 31 2014
MAIL OFFICE WINDY

Sept 10
Hon. Rob Astorino, County Executive
Street & Apt. No.,
or PO Box No. 148 Martine Avenue, 9th Flo
City, State, ZIP+4® White Plains, NY 10601 Plant Manor Tax Agr
PS Form 3800, July 2014 See Reverse for Instructions

| | | | |
|---|--|--|--|
| SENDER: COMPLETE THIS SECTION | | COMPLETE THIS SECTION ON DELIVERY | |
| <ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece or on the front if space permits. | | <p>A. Signature <i>X</i>  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> | |
| <p>1. Article Addressed to:</p> <p>Hon. Robert Astorino Westchester County Executive 148 Martine Avenue, 9th Floor White Plains, New York 10601</p> | | <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> | |
| <p>2. Article Number (Transfer from service label)</p> <p>7014 1820 0001 9606 8476</p> | | <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input checked="" type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </p> | |
| <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> | | | |
| <p>PS Form 3811, February 2004 Domestic Return Receipt <i>Plant Manor TAX Agr</i> 102595-02-M-1540</p> | | | |

**Evidence of Filing Tax Agreement
The Plant Manor, LLC**

| | | | | | | | | | | | |
|---|---|---------|---------|---------------|------|---|------|--|--|---------------------------------|----------------|
| U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only | | | | | | | | | | | |
| For delivery information, visit our website at www.usps.com ®. | | | | | | | | | | | |
| OFFICIAL USE | | | | | | | | | | | |
| 7014 1820 0001 9606 8483 | <table border="1"> <tr> <td>Postage</td> <td>\$ 1.40</td> </tr> <tr> <td>Certified Fee</td> <td>3.30</td> </tr> <tr> <td>Return Receipt Fee (Endorsement Required)</td> <td>2.70</td> </tr> <tr> <td>Restricted Delivery Fee (Endorsement Required)</td> <td></td> </tr> <tr> <td>Total Postage & Fees</td> <td>\$ 7.40</td> </tr> </table> | Postage | \$ 1.40 | Certified Fee | 3.30 | Return Receipt Fee (Endorsement Required) | 2.70 | Restricted Delivery Fee (Endorsement Required) | | Total Postage & Fees | \$ 7.40 |
| Postage | \$ 1.40 | | | | | | | | | | |
| Certified Fee | 3.30 | | | | | | | | | | |
| Return Receipt Fee (Endorsement Required) | 2.70 | | | | | | | | | | |
| Restricted Delivery Fee (Endorsement Required) | | | | | | | | | | | |
| Total Postage & Fees | \$ 7.40 | | | | | | | | | | |
| Sent To: Mayor Mike Spano Street & Apt. No., or PO Box No. 40 S Broadway, Room 200 City, State, ZIP+4 Yonkers, NY 10701 Plant Manor Tax Agr | | | | | | | | | | | |
| PS Form 3800, July 2014 See Reverse for Instructions | | | | | | | | | | | |

| | | | |
|--|--|--|--|
| SENDER: COMPLETE THIS SECTION | | COMPLETE THIS SECTION ON DELIVERY | |
| ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. | | A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee  | |
| 1. Article Addressed to: Mayor Mike Spano Yonkers City Hall 40 South Broadway, Room 200 Yonkers, New York 10701 | | B. Received by (Printed Name) C. Date of Delivery Dan Wagoner 11-3-14 | |
| | | D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below: | |
| | | 3. Service Type <input checked="" type="checkbox"/> Certified Mail <input checked="" type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. | |
| | | 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes | |
| 2. Article Number (Transfer from service label) | | 7014 1820 0001 9606 8483 | |
| PS Form 3811, February 2004 | | Domestic Return Receipt Plant Manor TAX AG 102595-02-M 11-3-14 | |



NYS BOARD OF REAL PROPERTY SERVICES

RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name City of Yonkers Industrial Development Agency
Street 470 Nepperhan Avenue, Suite 200
City Yonkers, New York 10701
Telephone no. Day (914) 509-8651
Evening ()
Contact Kenneth Jenkins
Title President

2. OCCUPANT (IF OTHER THAN IDA)
(If more than one occupant attach separate listing)

Name The Plant Manor, LLC
Street 31 West 11th Street, Suite 8A
City New York, New York 10011
Telephone no. Day (917) 846-6318
Evening ()
Contact Lela Goren
Title Managing Member

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) 3.-3515.-90
b. Street address 1097 North Broadway
c. City, Town or Village City of Yonkers
d. School District Yonkers
e. County Westchester County
f. Current assessment TBD
g. Deed to IDA (date recorded; liber and page)
Lease to IDA (pending; pending)

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) Property is site of project being undertaken by Occupant consisting of refurbishment and historic preservation of Alder Manor and Bosch Hall
b. Type of construction 47,929 - Alder Manor
c. Square footage 24,429 - Bosch Hall
d. Total cost \$9,000,000 - per Occupant's Application to IDA
e. Date construction commenced Autumn 2014
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)
December 31, 2020

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment Please see attached Tax Agreement

- b. Projected expiration date of agreement December 31, 2020

c. Municipal corporations to which payments will be made

| | Yes | No |
|------------------------------------|-------------------------------------|-------------------------------------|
| County <u>Westchester</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Town/City <u>City of Yonkers</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Village <u>Not Applicable</u> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| School District <u>Yonkers DSC</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

d. Person or entity responsible for payment

Name Lela Goren
 Title Managing Member
 Address The Plant Manor, LLC
31 West 11th Street, Suite 8A
New York, New York 10011

e. Is the IDA the owner of the property? Yes/No (circle one)

If "No" identify owner and explain IDA rights or interest in an attached statement. No: Occupant owns the Property and leases it to the IDA.

Telephone (917) 846-6318

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) ☐ Yes ☒ No

If yes, list the statutory exemption reference and assessment roll year on which granted:
 exemption _____ assessment roll year _____

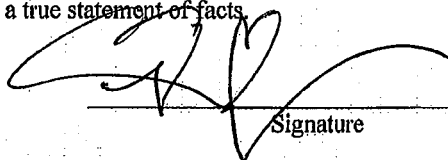
7. A copy of this application, including all attachments, has been mailed or delivered on 10/31/14 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3. To all others: By mail

CERTIFICATION

I, Kenneth Jenkins, President of City of Yonkers Industrial Development Agency hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

As of October 9, 2014

Date


 Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
- 3a. Agreement (or extract) date _____
- 3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption \$ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

Date

Assessor's signature

CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY

AND

THE PLANT MANOR, LLC

TAX AGREEMENT

Dated as of October 1, 2014

Affected Tax Jurisdictions:

Westchester County

City of Yonkers

Alder Manor Project

at

1097 North Broadway

City of Yonkers, New York

TAX AGREEMENT

THIS TAX AGREEMENT (the "Agreement"), dated as of the 1st day of October 2014, by and between **CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, having its offices at 470 Nepperhan Avenue, Suite 200, Yonkers, New York 10701 (the "Agency") and **THE PLANT MANOR, LLC**, a New York limited liability company having offices at 31 West 11th Street, Suite 8A, New York, New York 10011 (the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 83 of the Laws of 1982 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 has submitted an application dated July 15, 2014 (the "Application") to the Agency requesting the Agency's assistance with respect to a certain project (the "Project") consisting of (i) the acquisition by the Agency of a leasehold interest in certain land located at 1097 North Broadway, Yonkers, New York (the "Land") and certain existing improvements located thereon, consisting primarily of the landmark estate known as "Alder Manor" comprised of the approximately 47,929 square-foot Alder Manor house, an approximately 1,995 square-foot chapel and the approximately 24,429 square-foot "Cliff House" also known as "Bosch Hall" (collectively, the "Existing Improvements"); (ii) the demolition of the non-historic portion of Bosch Hall; (iii) the restoration, refurbishment and historic preservation of some or all of the Existing Improvements (the "Refurbished Improvements"); (iv) the rehabilitation of approximately 43,560 square-feet of outdoor space including landscaped formal gardens, lawn and green spaces (the "Outdoor Improvements" and together with the Refurbished Improvements, the "Improvements"); and (v) the acquisition and installation in and around the Existing Improvements and Improvements of certain items of machinery, equipment and other items of tangible personal property, including but not limited to, commercial and replica artwork, roofing material, heating and cooling systems, electrical upgrades, plumbing and bathroom equipment and façade work (the "Equipment" and, collectively with the Land, the Existing Improvements and the Improvements, the "Facility"); all for use as a regional and international destination for weddings, events, retreats, and photo and film shoots; and

WHEREAS, in order to induce the Company to acquire, renovate, construct and equip the Facility, the Agency is willing to take title to or a leasehold interest in the Facility (the "Lease to Agency") and thereafter the Agency will leaseback the Facility back to the Company pursuant to the terms and conditions of a certain Leaseback Agreement to be dated on or about the date hereof (the "Leaseback Agreement" the Lease to Agency and the Leaseback Agreement the "Lease Agreements"); 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 charges as defined by Section 2.1 which shall be paid by the Company outside this Tax Agreement as billed by the respective third parties; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments in lieu of taxes by the Company to the Agency for the benefit of Westchester County and the City of Yonkers, inclusive of the City of Yonkers Dependent School District (collectively, the "Affected Tax Jurisdictions"); and

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 Exemption Application. A.) Subject to the completion and filing by the Agency or its designee at the direction of the Agency on or before the taxable status date **(October 15, 2014)** (the "Taxable Status Date") of 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 be exempt from Real Estate Taxes for the periods set forth in Section 1.3. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the County and City, including Real Estate Taxes levied by the City for its Dependent School District. The Company shall provide 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, specifically including but not limited to Real Estate Taxes for years prior to and after the tax years covered by this Tax Agreement. 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.) Agreement to Make Payments. The parties agree and acknowledge that payments made under this Agreement are for purposes of obtaining revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because

the subject parcels are exempt from the payment of real property taxes pursuant to Section 412-a of the Real Property Tax Law and Section 874 of the General Municipal Law. The Company shall pay to the Agency, on December 1 of each year beginning on **December 1, 2015** (for the benefit of the Affected Tax Jurisdictions), as an in lieu of tax payment, an amount equal to the Tax Payments as set forth on Schedule A (the "Tax Payments") for the periods described in Section 1.3.

All Tax Payments shall be mailed to the Agency at 470 Nepperhan Avenue, Suite 200 Yonkers, New York 10701 or as otherwise directed by the Agency. The Company hereby agrees to make all such Tax Payments without further notice or invoice from the Agency or the Affected Tax Jurisdictions. All checks shall be made payable as directed by the Agency from time to time.

(i) The Company hereby waives any and all rights it may have to any refund of prior tax payments for the periods prior to the periods described in Section 1.3.

(ii) The Agency and the Company intend to establish a fixed payment schedule of Tax Payments that are in lieu of real estate taxes with respect to the Facility that, absent a default by the Company or a change in law, shall provide tax certainty for the Company and revenue certainty for the Affected Tax Jurisdictions. The parties hereto acknowledge that the Company shall have all of the rights and remedies of a taxpayer, including the right to institute a grievance with respect to Real Estate Taxes. The Company hereby agrees for the benefit of the Affected Tax Jurisdictions to not seek a refund of any taxes paid or to be paid for periods prior to the periods described in Section 1.3. Any grievance the Company institutes shall only cause an adjustment in the Special Charges (as defined in Section 2.1) and the Company shall have the right to any refunds related to grievances involving Special Charges.

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

1.2 Valuation of Future Additions to the Facility: If there shall be a future addition to the Facility that has not been described in the Application constructed or added in any manner after the date of this Agreement, 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 evidence 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 Tax Payment. The Agency shall notify the Company of any proposed increase in the Tax 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 Tax payment until a different Tax Payment shall be established. If a lesser Tax Payment is determined in any proceeding or by subsequent agreement of the parties, the Tax 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 Tax payment(s).

1.3 Period of Benefits. The tax benefits provided for herein shall be deemed to include: (i) the 2016 County tax year through the 2020 County tax year and (ii) the 2015-16 City tax year through the 2019-20 City tax year. **This Tax Agreement shall expire on December 31, 2020** (with the understanding that the Company will be making a payment hereunder for County tax year 2021 and City tax year 2020-21 in the amounts as if the Agency were not in title on the tax lien 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 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"); provided, the foregoing shall not be interpreted to limit the Company and Agency from subsequently agreeing to additional benefits based upon commitments to make additional improvements or changes in use from time to time between the Agency and the Company. 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 District Charges, Special Assessments and other charges.

2.1 *Special District Charges and other payments:* Special district charges, special assessments, special ad valorem levies specifically including but not limited to charges imposed by the City of Yonkers for frontage fees ("CC001"); Housing Units ("CC002"); ETPA Charge ("CC003"); and a Safety Inspection Fee ("CC004") and district charges including but not limited to pure water charges and Westchester County sewer district charges (collectively the "Special Charges"); are not included in the amount of the Tax Payment and are to be paid in full in accordance with normal billing practices.

Section III - Transfer of Facility.

3.1 In the event this 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.

4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any Special Charges as if and to the same extent as if the Company were the owner of the Facility.

4.3 The Company shall file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers and provide information to the Agency as requested from time to time.

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.

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"); (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 Lease Agreements after the expiration of any applicable cure periods. Upon the occurrence of any Event of Default hereunder, 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 Prior to exercising any remedy hereunder, any Mortgagee, as defined in the Leaseback Agreement dated the date hereof, between the Agency and the Company, shall be afforded notice and the cure rights set forth in such section, as if such section were set forth in full herein.

Section VII - Assignment.

7.1 No portion of any interest in this 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 - Miscellaneous.

8.1 This 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.

8.2 Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, or to a nationally recognized courier such as Federal Express, addressed as follows:

To the Agency: City of Yonkers Industrial Development Agency
470 Nepperhan Avenue, Suite 200
Yonkers, New York 10701
Attention: Kenneth Jenkins, President

With Copy To: Gregory Young, Esq.
566 Westchester Avenue
Rye Brook, New York 10573

With Copy To: Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attention: Shawn M. Griffin, Esq.

To the Company: The Plant Manor, LLC
 31 West 11th Street, Suite 8A
 New York, New York 10011
 Attn: James Weichert

With Copy To: Pauline M. Galvin, Esq.
 One Executive Boulevard, Suite 105
 Yonkers, New York 10701

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. Any notice hereunder may be given by counsel for a party with the same force and effect as if given by such party.

8.3 This 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 Westchester County, New York.

8.4 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 Agreement on its behalf shall be liable personally under this 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 Agreement.

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[Signature Page to Tax Agreement]

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

CITY OF YONKERS INDUSTRIAL
DEVELOPMENT AGENCY

By: 

Kenneth Jenkins, President

THE PLANT MANOR, LLC

By: _____

Lela Goren, Managing Member

[Signature Page to Tax Agreement]

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

CITY OF YONKERS INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Kenneth Jenkins, President

THE PLANT MANOR, LLC

By: _____
Lela Goren, Managing Member

RECEIVED
CITY OF YONKERS
INDUSTRIAL DEVELOPMENT AGENCY
JAN 10 2014
10:00 AM
1000 YONKERS AVENUE
YONKERS, NY 10590

SCHEDULE A

TAX AGREEMENT DATED AS OF OCTOBER 1, 2014,
BY AND BETWEEN CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY AND
THE PLANT MANOR, LLC

Pursuant to the terms of Section 1.1 of this Tax Agreement, "Tax Payments" shall mean an amount per annum equal to the following amounts for the period designated:

| TAX AGREEMENT YEAR | CITY YEAR | COUNTY YEAR | PAYMENT DATE | TOTAL TAX PAYMENT |
|-----------------------------------|----------------------|------------------------|-------------------------|--------------------------|
| 1 | 2015-16 | 2016 | December 1, 2015 | \$75,000 |
| 2 | 2016-17 | 2017 | December 1, 2016 | \$75,000 |
| 3 | 2017-18 | 2018 | December 1, 2017 | 70% of Full Taxes |
| 4 | 2018-19 | 2019 | December 1, 2018 | 80% of Full Taxes |
| 5 | 2019-20 | 2020 | December 1, 2019 | 90% of Full Taxes |