

**OMNIBUS AMENDMENT
OF
2013 TRANSACTION DOCUMENTS**

THIS OMNIBUS AMENDMENT (hereinafter, the "Amendment"), effective as of the 1st day of April, 2016 between the COUNTY OF SULLIVAN 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 its principal offices at One Cablevision Center, Ferndale, New York 12734 (the "Agency") and VERIA LIFESTYLE INC., a Delaware corporation having offices at 200 Middlesex Essex Turnpike, Suite 202, Iselin, New Jersey 08830 (the "Company").

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York ("Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York ("State"); and

WHEREAS, the Enabling Act authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and sell land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve its standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease any or all of its facilities at such rentals and on such other terms and conditions as it deems advisable; and

WHEREAS, the Agency was created pursuant to and in connection with the provisions of the Enabling Act, Chapter 560 of the Laws of 1970 of the State (collectively, referred to as the "Act") and is empowered under the Act to undertake the providing, financing and leasing of the facility described below; and

WHEREAS, on or about November 11, 2013, the Agency and the Company entered into a Master Development and Agent Agreement authorizing the Company to proceed with certain work limited in scope to soil erosion and sediment control, clearing and grubbing, earthwork, construction of new roads and improvements and enhancements to existing roads, constructed wetlands, landscaping, sanitary sewer, water, storm sewer, electric power, telephone service, cable tv, internet connectivity, demolition of existing structures, and all other related facility, equipment, improvements and infrastructure costs as set forth in the 2013 Application together with a Lease to Agency, Leaseback to Company, Payment in Lieu of Tax Agreement and related documents (collectively, the "2013 Transaction Documents"); and

WHEREAS, the Company has submitted an application dated August 25, 2015, a copy of which is on file with the Agency (the "Application"), requesting the Agency's assistance with respect to a certain Wellness Center project (the "Wellness Center Project") consisting of the: (i) construction, installation and equipping of a (a) 131 room wellness center resort with amenities including, but not limited to diagnostic, holistic treatment, educational components and various exercise facilities ("Building"); (b) an indoor swimming pool; and (c) a museum celebrating natural wellness, nature cure and Ayurveda practices on currently vacant parcels comprising 391 acres and identified on the Town of Thompson tax map as Section 9, Block 1, Lots 1.1, 1.2 and 7 ("Wellness Center Land") located along Anawana Lake Road in the County of Sullivan, State of New York; (ii) acquisition and installation thereon and therein of certain furniture, fixtures, machinery and equipment ("Equipment"); and (iii) construction of improvements to the Building, the Land and the Equipment (collectively, the Building, the Land and the Equipment are referred to as the "Facility"); and

WHEREAS, by resolution adopted on September 18, 2015 (the "Resolution"), the Agency authorized the Company to act as its agent for the purposes of undertaking the Wellness Center Project subject to the Company entering into this Amendment. As contemplated by the Resolution, the parties wish to enter into this Amendment to exclude the Wellness Center Land from the 2013 Transaction Documents such that the Wellness Center Project is governed by the agreements to be entered into contemporaneously with this Amendment.

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:

1. Amendment of 2013 Transaction Documents.
 - (a) Legal Descriptions.
 - (i) Schedule A attached to the Lease to Agency is hereby replaced with Schedule A attached hereto.
 - (ii) Schedule A attached to the Leaseback to Company is hereby replaced with Schedule A attached hereto.
 - (b) Project Descriptions. All references to the Land in the 2013 Transaction Documents are hereby amended by deleting the reference to 1,310 acres and inserting 919± acres in its place and stead.
2. Leaseback to Company. 2.6(a) shall be deleted and the following inserted in its place and stead:

“Upon execution of this Leaseback Agreement, the sum of THREE THOUSAND ONE HUNDRED TWENTY-FIVE AND 00/100 (\$3,125.00) Dollars. On or before February 1, 2016 the sum of TWELVE THOUSAND FIVE HUNDRED AND 00/100 (\$12,500.00) Dollars. On or before February 1, 2017 and on or before February 1 of each calendar year thereafter during the Lease Term the sum of EIGHT THOUSAND SEVEN HUNDRED FIFTY AND 00/100 (\$8,750.00) Dollars annually.”

3. Memorandums of Lease and Amendment to PILOT Agreement. The Company and the Agency have or shall cause to be executed and delivered that certain (i) Memorandum of Amendment to Lease to Agency, dated on or about the date hereof, by and between the Company and the Agency; and (ii) Memorandum of Amendment to Leaseback to Company, dated on or about the date hereof, by and between the Company and the Agency, which memorandums shall be recorded, or filed, as the case may be, in the Office of the Clerk of Sullivan County. The PILOT Agreement is hereby amended as follows:

“1.3. Computation of PILOT Payments. The PILOT Payment shall be made in the amount:

- (a) Years 1 – 10. For the Years 2015 and 2016, the total value subject to PILOT (“TVSP”) shall be \$8,500,000. For the years 2017 through and including 2024, TVSP shall be \$5,950,000.
- (b) Calculation of Annual PILOT Payment in Lieu of Tax. The calculation of the annual PILOT Payments years 1 – 10 (2015 – 2024) shall be made, as follows:
 - (i) The TVSP shall be multiplied by the equalization rate as defined in ¶1.3(e) hereof; and
 - (ii) The annual PILOT Payment shall be determined by multiplying the amount derived in ¶1.3(b)(i) hereof by the tax rates identified in ¶1.3(f) hereof.
- (c) TVSP for Years 2025 - 2034. For the PILOT years 11 - 20, the TVSP shall be the following amounts for the following years:

<u>Payment Date</u>	<u>TVSP</u>
February 1, 2025	{[Assessed Value – (\$5,950,000 x Eq rate)] x 75.00%} + (\$5,950,000 x Eq rate)
February 1, 2026	{[Assessed Value – (\$5,950,000 x Eq rate)] x 77.50%} + (\$5,950,000 x Eq rate)
February 1, 2027	{[Assessed Value – (\$5,950,000 x Eq rate)] x 80.00%} + (\$5,950,000 x Eq rate)
February 1, 2028	{[Assessed Value – (\$5,950,000 x Eq rate)] x 82.50%} + (\$5,950,000 x Eq rate)
February 1, 2029	{[Assessed Value – (\$5,950,000 x Eq rate)] x 85.00%} + (\$5,950,000 x Eq rate)
February 1, 2030	{[Assessed Value – (\$5,950,000 x Eq rate)] x 87.50%} + (\$5,950,000 x Eq rate)
February 1, 2031	{[Assessed Value – (\$5,950,000 x Eq rate)] x 90.00%} + (\$5,950,000 x Eq rate)
February 1, 2032	{[Assessed Value – (\$5,950,000 x Eq rate)] x 92.50%} + (\$5,950,000 x Eq rate)
February 1, 2033	{[Assessed Value – (\$5,950,000 x Eq rate)] x 95.00%} + (\$5,950,000 x Eq rate)
February 1, 2034	{[Assessed Value – (\$5,950,000 x Eq rate)] x 97.50%} + (\$5,950,000 x Eq rate)

The Assessed Value shall be that value determined by the Town Assessor, and set on the final tax roll of the Town.

- (d) Calculation of Annual PILOT Payment 2025-2034. The calculation of the annual PILOT Payments for the years 2025 through and including 2034 shall be made by multiplying the TVSP calculated in 1.3(c) by the tax rates identified in ¶1.3(f) hereof.
- (e) Equalization Rate. The equalization rate to be used in making the computation

contemplated by ¶1.3(b)(i) and ¶1.3(c) hereof shall mean the equalization rate for the Town used by the County to allocate and levy County taxes in connection with the January 1st tax roll immediately preceding the due date of the PILOT Payment. In the event that the equalization rate shall exceed one hundred (100%) percent, the equalization rate used in making the computation contemplated by ¶1.3(b)(i) and ¶1.3(c) shall be one hundred (100%) percent.

- (f) Tax Rates. For the purposes of determining the amount of the PILOT Payments as contemplated by ¶1.3(b)(ii) and ¶1.3(d) hereof, the tax rates for each Taxing Jurisdiction shall mean the last tax rate used before the Taxable Status Date for levy of taxes by each such jurisdiction. For County and Town purposes, the tax rates used to determine the PILOT Payment shall be the tax rates relating to the calendar year which includes the PILOT Payment due date. For school tax purposes, the tax rates used to determine the PILOT Payment shall be the rate relating to the school tax year which began in the calendar year immediately preceding the year in which the PILOT Payment is due. “

4. Representations. The Company and the Agency each hereby ratify and confirm all covenants and representations made in the 2013 Transaction Documents as if made on the date hereof and represent that no event of default there under occurred or is continuing.

5. Integration. Except as herein amended and extended, all other terms and conditions of the 2013 Transaction Documents shall remain in full force and effect.

6. Counterparts. This Amendment may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

7. Notices. All notices provided for by this Master Development and Agent Agreement shall be made in writing, and shall be deemed to have been given on the date of delivery if personally served on the party to whom notice is to be given, or on the next day after mailing if mailed to the party to whom notice is to be given by overnight courier of national reputation providing evidence of receipt and properly addressed, or on the third day after mailing if mailed to the party to whom notice shall be given by First Class, Certified mail, postage prepaid and properly addressed to the following:

To the Agency:

County of Sullivan Industrial Development Agency
One Cablevision Center
Ferndale, New York 12734
Attn: Chief Executive Officer

With a Copy to:

Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attn.: Shawn M. Griffin, Esq.

To the Company:

Veria Lifestyle Inc.
200 Middlesex Essex Turnpike, Suite 202
Iselin, New Jersey 08830
Attn: Gaurav Bidasaria

With a Copy to:

Mark Miller, Esq.
350 Fifth Avenue, Suite 7240
New York, New York 10118

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.

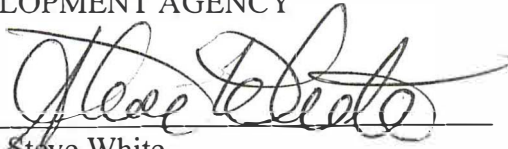
8. This Amendment shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the Federal or state courts located in County; State.

9. By executing this Amendment, the Company covenants and agrees to pay all fees, costs and expenses incurred by the Agency for (1) legal services, including but not limited to those provided by the Agency's general counsel or transaction counsel (if applicable), and (2) other consultants retained by the Agency in connection with the Wellness Center Project; with all such charges to be paid by the Company at the closing or, if the closing does not occur, within ten (10) business days of receipt of the Agency's invoices therefore. The Company acknowledges the receipt of a written estimate of fees and costs of the Agency's counsel. The Company further covenants and agrees that the Company is liable for payment to the Agency of all charges referred to above, as well as all other actual costs and expenses incurred by the Agency in undertaking the Wellness Center Project notwithstanding the occurrence of any of (i) the applicant's withdrawal, abandonment, cancellation or failure to pursue the Wellness Center Project; (ii) the inability of the Agency or the Company to procure the services of one or more financial institutions to provide financing for the Wellness Center Project; or (iii) the Company's failure, for whatever reason, to undertake and/or successfully complete the Wellness Center Project.

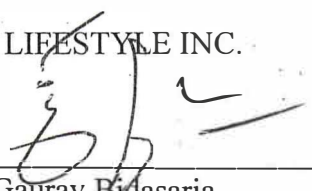
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the day and year first written above.

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Name: Steve White
Title: Chief Executive Officer

VERIA LIFESTYLE INC.

By: 
Name: Gaurav Bidasaria
Title: Chief Financial Officer