

FIRST AMENDMENT TO
PAYMENT IN LIEU OF TAXATION AGREEMENT

THIS FIRST AMENDMENT TO PAYMENT IN LIEU OF TAXATION AGREEMENT, is effective as of November 9, 2020 (“Amendment”) and amends that certain Payment in Lieu of Taxation Agreement, dated April 1, 2019 (“PILOT Agreement”) by and 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 548 Broadway, Monticello, New York 12701 (“Agency”) and YASGUR ROAD PRODUCTIONS, LLC, a New York limited liability company, with a mailing address of P.O. Box 301, Bethel, New York 12720 (“Company”).

Unless otherwise defined herein, all capitalized terms shall have the meaning given them in the PILOT Agreement.

RECITALS

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York (“State”), as amended, and Chapter 560 of the Laws of 1970 of the State, as amended and codified as Section 960 of the General Municipal Law (collectively, the “Act”), the Agency was created with the authority and power to own, lease and sell property as authorized by the Act; and

WHEREAS, on or about October 18, 2018, the Company presented an application (“Application”) to the Agency, a copy of which is on file at the office of the Agency, requesting that the Agency consider undertaking a project consisting of the: (i) acquisition, construction, installation and equipping of an approximately 152 site facility for overnight camping as well as facilities for entertainment and sales of related services and merchandise (“Campground”) situate on three (3) parcels of real estate consisting of approximately 96.78 acres located on New York State Route 17B, Town of Bethel (“Town”), County of Sullivan (“County”), State of New York and identified on the Town tax map as all or a portion of Section 25, Block 1, Lots 14.1, 15 and 16.1 (“Land”); (ii) construction and equipping of the Campground; (iii) acquisition, construction and installation thereon and therein of certain furniture, fixtures, machinery, equipment and tools (“Equipment”); (iv) construction of improvements to the Campground, the Land and the Equipment (collectively, the Campground, the Land and the Equipment are referred to as the “Facility” or the “Project”); and (v) lease of the Project from the Agency to the Company; and

WHEREAS, on November 2, 2018 by resolution #39-18 the Agency approved the Project; and

WHEREAS, on or about April 1, 2019, the Company and the Agency entered into a Payment in Lieu of Tax Agreement (“PILOT”); and

WHEREAS, Article VII, Section (a) (ii), of the PILOT Agreement established employment goals for the Project pursuant to which the Company agreed to employ not less than three (3) full-time equivalent employees (“FTEs”) at the Facility; and

WHEREAS, the Company, by letter dated October 6, 2020, requested the Agency suspend employment goals for the Project due to the COVID-19 Pandemic; and

WHEREAS, Chairman Steingart appointed Agency Board members Paul Guenther and Joseph Perrello to make a recommendation to the Board in response to the Company's request and Board members Paul Guenther and Joseph Perrello recommended the waiver of employment goals for two (2) employment years; and

WHEREAS, by Resolution No. 54-20, the Agency authorized an amendment of the PILOT Agreement to suspend employment goals for the two employment years October 1, 2019 to September 30, 2020 and October 1, 2020 to September 30, 2021.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms, conditions, limitations and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

1. Employment Obligations. Section 7(a)(ii) of the PILOT is hereby deleted and a revised Section 7(a)(ii) is inserted in its place and stead, to read as follows:

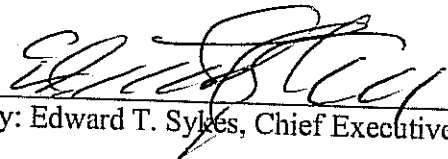
“(ii) FT Employment Goals: There shall be no FTE-employment goals for the Employment Years (as herein defined) October 1, 2019 through September 30, 2020 and October 1, 2020 through September 30, 2021. Thereafter, the Company agrees that an FTE-employment goal of three (3) jobs shall be maintained for each Employment Year during the term of this Agreement.

The Company shall file with the Agency not later than November 1, 2019 and on November 1st of each year thereafter a statement certified under oath setting forth the actual FTE's employed at the Facility for the preceding October 1st to September 30th period (each an “Employment Year”). Such statement shall contain such additional information as the Agency may reasonably request. The Company shall make available to the Agency such information as it may request to verify the information provided to the Agency including, but not limited to State and Federal employment tax forms and payroll records of the Company. "Actual average FTE - employment" shall be determined by adding the actual FTEs employed in each month of the applicable Employment Year and dividing such sum by twelve (12).”

2. Integration. Except as herein amended, all other terms and conditions of the PILOT Agreement shall remain in full force and effect. If there shall be any conflict or inconsistency between the terms of this Amendment and the PILOT Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date hereof.

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY


By: Edward T. Sykes, Chief Executive Officer

YASGUR ROAD PRODUCTIONS, LLC


By: Jeryl Abramson, President