

## MASTER DEVELOPMENT AND AGENT AGREEMENT

*THIS MASTER DEVELOPMENT AND AGENT AGREEMENT*, made as of the \_\_\_ day of November, 2013 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 One Cablevision Center, Ferndale, New York 12734 (the "Agency") and VERIA LIFESTYLE INC., a Delaware corporation having offices at 1 Penn Plaza, 35<sup>th</sup> Floor, New York, New York 10119 (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*, the Company has requested the Agency's assistance with a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in approximately 22 parcels of land containing in the aggregate approximately 1,310 acres (the "Premises") located in the Town of Thompson ("Town"), Sullivan County ("County"), State, which comprise what is commonly known Kutsher's Country Club, Camp Anawana, Camp Sherwood, Old Liberty Road Sewer Treatment Plant, Fair Hills Bungalow Colony and Kutsher's Country Club Golf Course, all as more particularly identified in the Company's Application (collectively, the "Land") and the existing building, buildings, structure or structures located thereon (collectively, the "Existing Improvements"), (ii) the demolition of certain of the Existing Improvements (the "Building Improvements"), (iii) the construction, reconstruction, renovation and/or repair of sewer, water and other infrastructure to address deferred maintenance and to ready the Land for development (the "Infrastructure Improvements"), and (iv) the acquisition and

installation by the Company in and around the Existing Improvements, the Building Improvements and the Infrastructure Improvements of certain items of equipment and other tangible personal property (the "Equipment" and, collectively with the Land, the Existing Improvements, the Building Improvements and the Infrastructure Improvements, the "Facility"); and

**WHEREAS**, at full-build of the Project, the Company proposes to invest approximately \$90,000,000, much of which it required in up-front investment, and

**WHEREAS**, by resolutions adopted on October 15, 2013 and November 12, 2013 (collectively the "Resolutions"), the Agency authorized the Company to act as its agent for the purposes of undertaking the Project subject to the Company entering into this Agreement.

**WHEREAS**, as contemplated by the Resolutions, the parties wish to enter into this Master Development and Agent Agreement 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 Application of the Company to the Agency for Financial Assistance, dated September 25, 2013 ("Initial Phase"); and

**WHEREAS**, the Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to acquire, construct, install and equip the Initial Phase in accordance with the plans and specifications presented to the Agency.

**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. Scope of Agency and Agency Benefits.

(a) Master Developer Designation - The Agency hereby designates the Company its true and lawful agent, as well as the Developer for the Land and the Project, and the Company hereby accepts such agency on behalf of itself, solely for purposes of undertaking the Project. The Agency shall provide all authorized forms of Agency financial assistance to the Company or its designees for the Initial Phase and future project phases which are or will be the subject of separate applications to the Agency (collectively, the "Future Phases"). During the ten (10) year period following the date of this Master Development and Agent Agreement (the "Development Period"), the Agency shall not modify, alter or change the proposed forms of financial assistance as more particularly provided for Section 2 hereof, including, but not limited to the relevant UTEP Programs, except to the extent that (i) there is a change in supervening Federal or State laws, rules or regulations, or (ii) a change in circumstances or newly discovered information, establishing that the Project or any portion thereof is likely to result in a material harm or endangerment to the public health, safety or welfare, which harm or endangerment cannot be prevented by the Company after reasonable notice and time to cure. In the event that

an exception to the protections set forth hereunder occur and continue during the Development Period, said exception shall relate only to the portion or aspect of the Project affected by the newly discovered information or change in circumstances. The Agency shall evaluate periodically the progress of the development of the Project, and shall have the right in its reasonable discretion to rescind any rights granted to the Company under this subparagraph 1(a), if the Company and its tenants, lessees, subtenants or other owners or occupants' of the Land have failed to employ the following number of full time equivalent employees ("FTEs") at the various projects developed on the (including the Future Phases) Lands by the following dates:

<u>FTEs</u>	<u>Date</u>
100	December 31, 2017
150	December 31, 2018
200	December 31, 2019
250	December 31, 2020
300	December 31, 2021

So long as (i) the FTE targets hereinabove set forth are attained as of the dates set forth, or (ii) if the Company and its tenants, lessees, subtenants or other owners or occupants' of the Land cumulatively employ three hundred thirty-five (335) permanent FTEs at the various projects developed on the Lands at the end of any calendar year, then the Agency during the Development Period shall not modify, alter or change the proposed forms of financial assistance herein, including, but not limited to the Relevant UTEP Programs. The ten (10) year Development Period hereunder is not a personal right, and shall attach to and run with the Land and Improvements hereunder.

(b) Lease/Leaseback - Contemporaneously herewith, the Company has entered into a "lease/leaseback transaction" with the Agency whereby the Company has leased the Land and existing Improvements to the Agency, and the Agency has leased the Land and existing Improvements back to the Company.

(c) PILOT - Contemporaneously herewith, the Company and the Agency have entered into a PILOT Agreement whereby the Land and existing Improvements will be exempt from real property taxes (excepting special district charges), and the Company shall pay an annual payment in lieu of tax.

(d) Sales Tax Exemption - Contemporaneously with execution of this Master Development and Agent Agreement, the Agency has delivered to the Company a Sales Tax Abatement Letter, a copy of which is annexed hereto as Exhibit B. The Company hereby agrees to limit its activities as agent for the Agency under the authority of the Final Approving Resolution to acts reasonably related to developing the Land and pursuing Infrastructure that will support subsequent future development at the Premises. The right of the Company to act as agent of the Agency shall expire on the expiration of the Development Period in accordance with the terms set forth in subparagraph 1(a) herein, unless extended. The Sales Tax Abatement Letter shall expire on December 31, 2016. The Agency shall issue an additional Sales Tax Abatement Letter effective upon expiration of any Sales Tax Abatement Letter then in effect provided the Company has complied with the reporting requirements of this Section 2(d) and

paid to the Agency all sales tax abatement fees. The aggregate amount of work performed as Agent for the Agency pursuant to this Master Development and Agent Agreement shall not exceed \$88,000,000, plus the cost of the Land. All contracts entered into as agent for the Agency shall include the following language:

This contract is being entered into by Veria Lifestyle Inc. (the "Agent"), as agent for and on behalf of the County of Sullivan Industrial Development Agency (the "Agency"), in connection with a certain project of the Agency for the Agent consisting in part of the acquisition and installation of certain machinery, equipment and building materials, all for incorporation and installation in certain premises located on 22 parcels of land in the Town of Thompson, County of Sullivan, State of New York (the "Premises"). The machinery, equipment and building materials to be incorporated and installed in the Premises shall be exempt from the sales and use taxes levied by the State of New York if the acquisition thereof is effected in accordance with the terms and conditions set forth in the attached sales tax exemption letter of the Agency; and the Agent hereby represents that this contract is in compliance with the terms of the sales tax exemption letter. This contract is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever. By execution or acceptance of this contract, the vendor/contractor hereby acknowledges and agrees to the terms and conditions set forth in this paragraph."

To secure payment of the Agency's fees, the Company shall deposit with the Agency eight thousand and eight hundred (\$8,800.00) dollars, in escrow ("Escrow Deposit"). The Escrow Deposit will be recalculated annually as subsequent phases of the Project progress. Commencing on the fifteenth (15th) day of January, 2014, and on the fifteenth (15th) day of each month thereafter the Company shall file with the Agency a report certified under oath detailing the taxable purchases which have been made by the Company during the prior calendar month without payments of sales tax (each a "Sales Tax Report"). Each Sales Tax Report shall be prepared on a "cash" basis with each purchase deemed to have occurred upon payment of an invoice relating to each such purchase. Each Sales Tax Report shall be accompanied by a check made payable to the Agency in an amount equal to One percent (1%) of the purchases made as agent for the Agency during the period covered by the Sales Tax Report. In the event the monthly Sales Tax Report and accompanying payment is not received by the Agency by the fifteenth (15th) of the month, the Agency shall notify the Company **in writing** of its failure to submit the Sales Tax Report, in which event the Company shall have ten (10) days within which to submit the Sales Tax Report and payment. If the Company fails to submit the Sales Tax Report and payment following the notice and cure period, the Agency may immediately withdraw and pay over to the Agency the entire Escrow Deposit and terminate the Sales Tax Exemption Letter; provided, however, that within thirty (30) days after the filing by the Company of Form ST-340 for the year in which the termination occurs (a copy of which shall be provided to the Agency) (x) the Company shall pay to the Agency any additional fee which is due but has not yet been paid in connection with taxable purchases for which the Company availed itself of the abatement prior to termination, or (y) the Agency shall refund to the Company any amount of the fee previously paid to the Agency that exceeds the amount due to

the Agency for taxable purchases for which the Company availed itself of the abatement prior to termination. Upon such termination, the Company shall immediately commence paying sales tax on all purchases made on or after the date of termination and shall provide written notice to its current vendors advising of the termination of the Agency's Sales Tax Exemption Letter. Evidence of the notice of termination to its vendors shall be supplied by the Company to the Agency within the ten (10) days of termination.

2. Program Reliance. The Company has relied upon its qualification for benefits under the Agency's General Abatement Program, Tourism Industry Program and Destination Resort Program (collectively, "Relevant UTEP Programs") in making its decision to undertake and invest in the Project. Financial projections and budgets relating to the Project have been prepared with the assumption that the Relevant UTEP Programs will remain available to the Company or its designees throughout the Development Period. Financial projections and budgets have been provided to prospective lenders, development partners and relied upon in financial reporting by the Company. Accordingly, consistent with subparagraph 1(a) herein, any amendment or modification of the Relevant UTEP Programs by the Agency, which makes such programs less beneficial than the programs presently in existence, which occur during the Development Period, shall specifically exclude projects that have been undertaken with express reliance upon the Relevant UTEP Programs, including specifically the Project. The Agency also finds that it is necessary and desirable, as a result of public policy, the multi-year build out and substantial investment of the Company in the Project, and the practical timing, cost, phasing and other considerations in implementing the approved Comprehensive Development Plan for the Project, and the intent of the PRD, to grant the Company the rights and protections hereunder during the designated Development Period.

3. Representations and Covenants of the Company. The Company makes the following representations and covenants in order to induce the Agency to proceed with the Project, to the best of its knowledge:

(a) The Company is a Delaware corporation duly qualified and authorized to do business in the State of New York (the "State"), has the authority to enter into this Agreement and has duly authorized the execution and delivery of this Agreement.

(b) Neither the execution and delivery of this Master Development and Agent Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Master Development and Agent Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

(c) The Facility improvements and the operation thereof will conform with all applicable zoning, planning, building and environmental laws and regulations of governmental authorities having jurisdiction over the Facility improvements, and the Company shall defend,

indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection (c).

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any way, in its reasonable belief, materially diminish or adversely impact on the Company's ability to fulfill its obligations under this Master Development and Agent Agreement.

(e) The Company covenants that the Facility improvements will comply in all respects with all environmental laws and regulations, and, except in compliance with environmental laws and regulations, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Facility improvements except in compliance with all material applicable laws, (ii) the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Facility improvements or onto any other property, (iii) that no asbestos will be incorporated into or disposed of on the Facility improvements, (iv) that no underground storage tanks will be located on the Facility, except as otherwise disclosed in the Phase I Environmental Site Assessment Kutsher's Country Club and Estates, and (v) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence. The Company upon receiving any information or notice contrary to the representations contained in this Section shall immediately notify the Agency in writing with full details regarding the same. The Company hereby releases the Agency from liability with respect to, and agrees to defend, indemnify, and hold harmless the Agency, its Executive Director, members, officers, employees, agents (except the Company), representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section. In the event the Agency in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed with respect to the Facility Improvements, the Company agrees to pay the expenses of same to the Agency upon demand, and agrees that upon failure to do so, its obligation for such expenses shall be deemed to be additional rent.

(f) In accordance with Section 875(3) of the State General Municipal Law, the Company covenants and agrees that, if it receives State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") from the Agency, and it is determined that: (i) the Company is not entitled to the Sales and Use Tax Exemption Benefits; (ii) the Sales and Use Tax Exemption Benefits are in excess of the amounts authorized by the Agency to be taken by the Company; (iii) the Sales and Use Tax Exemption Benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the Sales and Use Tax Exemption Benefits are taken in cases where the Company fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project, then the Company will (i) cooperate with the Agency in its efforts to recover or recapture any Sales and Use Tax Exemption Benefits, and (ii) promptly pay over any such amounts to the

Agency that the Agency demands in connection therewith. The Company further understands and agrees that in the event that the Company fails to pay over such amounts to the Agency, the Tax Commissioner may assess and determine State and local sales and use taxes due from the Company, together with any relevant penalties and interest due on such amounts.

4. Hold Harmless Provision. The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its chief executive officer, executive director, directors, officers, employees, members, agents (except the Company), representatives, their respective successors and assigns and personal representatives harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Project or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Project or breach by the Company of this Master Development and Agent Agreement or (ii) liability arising from or expense incurred by the Agency's (i) financing, acquiring, rehabilitating, constructing, renovation, equipping of the Project; (ii) its taking of a leasehold interest in the Project; and (iii) its owning and leasing of the Project back to the Company, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expense, incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or its respective chief executive officer, executive director, directors, officers, employees, members, agents (except the Company), and representatives, their respective successors and assigns and personal representatives and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability, except that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Agency or any other person or entity to be indemnified.

5. Insurance Required. Effective as of the date hereof and until the Agency consents in writing to a termination, the Company shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(a) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Project, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company.

(b) Worker's compensation insurance, disability benefits insurance, and each other form of insurance which the Agency or the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Project.

(c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000

per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable Worker's Compensation Law; and a blanket excess liability policy in the amount not less than \$2,000,000, protecting the Company against any loss or liability or damage for personal injury or property damage.

6. Additional Provisions Respecting Insurance.

(a) All insurance required by Section 5 hereof shall name the Agency as an additional insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company (and reasonably satisfactory to the Agency) and authorized to write such insurance in the State. Such insurance may be written with deductible amounts not exceeding \$25,000.00. All policies evidencing such insurance shall provide for (i) payment of the losses of the Company and the Agency as their respective interest may appear, and (ii) at least thirty (30) days written notice of the cancellation thereof to the Company and the Agency.

(b) All such certificates of insurance of the insurers that such insurance is in force and effect, shall be deposited with the Agency on or before the commencement of the term of this Master Development and Agent Agreement. Prior to expiration of the policy evidenced by said certificates, the Company shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Master Development and Agent Agreement.

7. This Master Development and Agent 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. 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.  
1 Penn Plaza, 35<sup>th</sup> Floor  
New York, New York 10119  
Attn: Adam Cassidy

with a Copy to:

Stoloff & Silver, LLP  
26 Hamilton Avenue  
PO Box 1129  
Monticello, New York 12701  
Attn: Gary D. Silver, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section.

9. This Master Development and Agent Agreement 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.

10. By executing this Master Development and Agent Agreement, 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 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 Project notwithstanding the occurrence of any of (i) the applicant's withdrawal, abandonment, cancellation or failure to pursue the 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 Project; or (iii) the Company's failure, for whatever reason, to undertake and/or successfully complete the Project.

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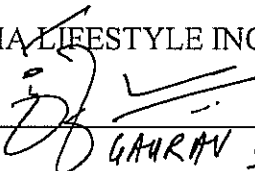
IN WITNESS WHEREOF, the parties hereto have executed this Master Development and Agent Agreement as of the day and year first above written.

COUNTY OF SULLIVAN INDUSTRIAL  
DEVELOPMENT AGENCY



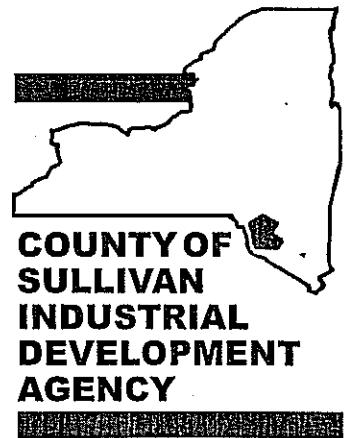
By: Allan C. Scott  
Title: Chief Executive Officer

VERIA LIFESTYLE INC.



By: GAURAV BIDBARIA  
Title: DIRECTOR

One Cablevision Center  
Ferndale, New York 12734  
(845) 295-2603  
(845) 295-2604 FAX



**SALES TAX EXEMPTION LETTER**

November 12, 2013

Veria Lifestyle Inc.  
1 Penn Plaza, 35<sup>th</sup> Floor  
New York, New York 10119

Re: Sales Tax Exemption Letter Issued to Veria Lifestyle Inc.

Ladies and Gentlemen:

Pursuant to resolutions duly adopted on November 12, 2013, the **County of Sullivan Industrial Development Agency** (the "Agency") appointed **Veria Lifestyle Inc.** (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 approximately 22 parcels of land containing in the aggregate approximately 1,310 acres located in the Town of Thompson, Sullivan County, New York, and being comprised of the commonly known Kutsher's Country Club, Camp Anawana, Camp Sherwood, Old Liberty Road Sewer Treatment Plant, Fair Hills Bungalow Colony and Kutsher's Country Club Golf Course, all as more particularly identified in the Company's Application (collectively, the "Land") and the existing building, buildings, structure or structures located thereon (collectively, the "Existing Improvements"), (ii) the demolition of certain of the Existing Improvements (the "Building Improvements"), (iii) the construction, reconstruction, renovation and/or repair of sewer, water and other infrastructure to address deferred maintenance and to ready the Land for development (the "Infrastructure Improvements"), and (iv) the acquisition and installation by the Company in and around the Existing Improvements, the Building Improvements and the Infrastructure Improvements of certain items of equipment and other tangible personal property (the "Equipment" and, collectively with the Land, the Existing Improvements, the Building Improvements and the Infrastructure Improvements, the "Facility");

This appointment includes, and this letter evidences, authority to purchase on behalf of the Agency all materials to be incorporated into and made an integral part of the Facility and the following activities as they relate to any construction, erection and completion of any buildings, whether or not any materials, equipment or supplies described below are incorporated into or become an integral part of such buildings: (1) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with construction and equipping, (2) all purchases, rentals, uses or consumption of supplies, materials, utilities and services of every kind and description used in connection with construction and equipping and (3) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including

installation costs), installed or placed in, upon or under such building or facility, including all repairs and replacements of such property.

This agency appointment includes the power to delegate such agency, in whole or in part to agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and subagents and to such other parties as the Company chooses including but not limited to the individuals and entities described on Schedule A attached hereto. The Company shall have the right to amend Schedule A from time to time and shall be responsible for maintaining an accurate list of all parties acting as agent for the Agency. The Company hereby agrees to complete "IDA Appointment of Project Operator or Agent For Sales Tax Purposes" (Form ST-60) for itself and each agent, subagent, contractor, subcontractor, contractors or subcontractors of such agents and subagents and to such other parties as the Company chooses who provide materials, equipment, supplies or services and execute said form as agent for the Agency (or have the general contractor, if any or other designated subagent execute) and forward said form to the State Department of Taxation and Finance within thirty (30) days of appointment.

In exercising this agency appointment, the Company, its agents, subagents, contractors and subcontractors should give the supplier or vendor a copy of this letter to show that the Company, its agents, subagents, contractors and subcontractors are each acting as agent for the Agency. The supplier or vendor should identify the Facility on each bill or invoice and indicate thereon which of the Company, its agents, subagents, contractors and subcontractors acted as agent for the Agency in making the purchase.

In order to be entitled to use this exemption, you or your contractor should present to the supplier or other vendor of materials for the Facility, a completed "Contractor Exempt Purchase Certificate" (Form ST-120.1), checking box "(a)". You should give the supplier or vendor a copy of this letter to show that you (or the contractor) are acting as agent for the Agency in making the purchase. A copy of this letter retained by any vendor or seller may be accepted by such vendor or seller as a "statement and additional documentary evidence of such exemption" as provided by New York Tax Law §1132(c)(1), thereby relieving such vendor or seller from the obligation to collect sales and use tax with respect to the construction and installation and equipping of the Facility.

In addition, General Municipal Law §874(8) requires you to file an Annual Statement with the New York State Department of Taxation and Finance on "Annual Report of Sales and Use Tax Exemptions" (Form ST-340) regarding the value of sales and use tax exemptions you, your agents, consultants or subcontractors have claimed pursuant to the agency we have conferred on you with respect to this Project. The penalty for failure to file such statement is the removal of your authority to act as our agent. Upon each such annual filing, the Company shall, within thirty (30) days of each filing, provide a copy of the same to the Agency; provided, however, in no event later than February fifteenth (15<sup>th</sup>) of each year.

The agency created by this letter is limited to the Facility, and will expire on **December 31, 2014**. You may apply to extend this agency authority by showing good cause; *provided, however, the exemption for leases executed prior to said date shall continue through the term or extended term of said lease and any acquisition of said leased property*. You may apply to extend this agency authority by showing good cause.

This letter is being issued pursuant to the Agent Agreement, dated November 12, 2013, by and between the Agency and the Company (the "Agent Agreement"). All agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project should be aware of the Agent Agreement and obtain a copy thereof.


This letter is provided for the sole purpose of securing exemption from New York State Sales and Use Taxes for this Project only. No other principal/agent relationship is intended or may be implied or inferred by this letter.

With respect to registered vehicles acquired by the Company in name of the Agency, the Agency shall transfer title to such vehicles immediately back to the Company, or as soon thereafter as reasonable practicable; and any personal property acquired by the Company in the name of the Agency shall be located in Sullivan County, New York, except for temporary periods during ordinary use.

Except to the extent of bond proceeds (to the extent bonds are issued by the Agency with respect to the Project), the Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, invoice, bill or purchase order in any manner and to any extent whatsoever (including payment or performance obligations), and the Company shall be the sole party liable thereunder. By acceptance of this letter, the vendor hereby acknowledges the limitations on liability described herein.

Very truly yours,

COUNTY OF SULLIVAN INDUSTRIAL  
DEVELOPMENT AGENCY



By: Allan C. Scott, Chief Executive Officer

SCHEDULE A

LIST OF APPOINTED AGENTS<sup>1</sup>

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

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<sup>1</sup> FOR EACH AGENT APPOINTED BY THE COMPANY, A NYS FORM ST-60 MUST BE COMPLETED AND FILED WITH NYS DEPARTMENT OF TAXATION AND FINANCE INDICATING APPOINTMENT OF SUCH AGENT OF THE COMPANY.