

TROY INDUSTRIAL DEVELOPMENT AUTHORITY

AND

HUDSON ART HOUSE, L.P.

PAYMENT IN LIEU OF TAX AGREEMENT

Dated as of October 16 , 2014

Address and Tax Map Numbers:

621-623 River Street, Troy, New York 12180, being comprised of
approximately 1.30 acres of real property including parcel and TMID Nos.:

605-607 River Street (101.22-1-3);
609 River Street (101.22-1-2);
611 River Street (101.22-1-1); and
621-623 River Street (90.78-6-1)

Affected Tax Jurisdictions:

**Rensselaer County
City of Troy
Enlarged City School District of Troy**

PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT (the "Agreement"), dated as of the 16th day of October 2014, by and between the **TROY INDUSTRIAL DEVELOPMENT AUTHORITY**, a public benefit corporation of the State of New York, having its offices at One Monument Square, Troy, New York 12180 (the "Authority") and **HUDSON ART HOUSE, L.P.**, a New York limited partnership having an address of c/o Vecino Group New York, LLC, 305 W. Commercial Street, Springfield, Missouri 65803, (the "Company").

WITNESSETH:

WHEREAS, by Title 11 of Article 8 of the Public Authorities Law of the State of New York (the "State"), as amended, and Chapter 759 of the Laws of 1967 of the State of New York, as amended (hereinafter collectively called the "Act"), the Authority was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping civic, industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, the Company has requested the Authority's assistance with a certain project (the "Project") consisting of (A) the acquisition by the Authority of a leasehold or other interest in certain parcels of real property located at or adjacent to 621-623 River Street, Troy, New York 12180 (the "Land", being comprised of approximately 1.30 acres of real property including TMID Nos. 90.78-6-1, 101.22-1-1, 101.22-1-2, 101.22-1-3 and adjacent realty) and the existing improvements located thereon, including the multi-story building commercial structure and related improvements located thereon (the "Existing Improvements"); (B) the renovation, reconstruction, refurbishing and equipping by the Company as agent of the Authority of the Existing Improvements to provide for eighty (80) residential apartment units, comprised of thirty (30) one-bedroom apartment units, forty-five (45) two-bedroom apartment units, and five (5) 3-bedroom apartment units, of which seventy-two (72) residential apartment units (comprised of twenty-six (26) one-bedroom apartment units, forty-one (41) two-bedroom apartment units, and five (5) 3-bedroom apartment units) that, in accordance with the Internal Revenue Code of 1986, as amended (the "Code") and applicable regulations promulgated by the United States Department of Housing and Urban Development ("HUD") and New York State Housing Finance Agency ("HFA") and/or Division of Housing and Community Renewal ("DHCR"), will be leased to households satisfying applicable median gross income restrictions, along with renovations to building structure, common areas, heating systems, plumbing, roofs, elevators, windows, art studio and gallery space and other onsite and offsite parking, curbage and infrastructure improvements (collectively, the "Improvements"); (C) the acquisition of and installation in and around the Land, Existing Improvements and Improvements of certain machinery, fixtures, equipment and other items of tangible personal property (the "Equipment" and, collectively with the Land, the Existing Improvements and the Improvements, the "Facility"); and (D) the lease of the Authority's interest in the Facility back to the Company; and

WHEREAS, in order to induce the Company to acquire, renovate, construct and equip the Facility, the Authority is willing to take a leasehold interest in the land, improvements and

personal property constituting the Facility and lease said land, improvements and personal property back to the Company pursuant to the terms and conditions of a certain Lease Agreement to be dated on or about the date hereof (the "Lease Agreement"); and

WHEREAS, pursuant to Section 1963 of the Act, the Authority 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 ad valorem levies, special assessments and service charges against real property which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Authority 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 Authority for the benefit of the County of Rensselaer (the "County"), the City of Troy (the "City"), and the Enlarged City School District of Troy (hereinafter the "School District" or "School" and, collectively with the County and the City, the "Affected Tax Jurisdictions").

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:

1.1 A. Subject to the completion and filing by the taxable status date of March 1, 2015 (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 1963 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 commencing with the 2016 County and City tax years and the 2015-2016 School tax year. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the County, City and School. The Authority shall file the Exemption Application prior to the Taxable Status Date and the Company shall provide to the Authority 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 Lease 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. After giving written notice to the Authority, 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) the Facility has not been declared to be in default with respect to the provisions of any applicable Authority Restrictions and/or any HFA and/or HCR use restrictions encumbering the Facility and the Company is in compliance with any and all Authority and HFA and/or HCR use restrictions relating to the Facility, specifically including but not limited to the Regulatory Agreement entered into by the Company, Authority and New York State Housing Finance Agency, dated as of October __, 2014 (collectively, the "Regulatory Agreements"); (iii)

neither the Facility nor any part of or interest therein has been declared in default and remains in default beyond any applicable cure period under any document for which the Facility could be sold, forfeited or lost; and (iv) neither the Company nor the Authority, 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 Authority, and releases the Authority 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 Authority to file the Exemption Application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date.

B. Payee. As long as the Facility is owned by the Authority or leased by the Company to the Authority, or under the Authority's jurisdiction, control or supervision, the Company agrees to pay annually to the Affected Tax Jurisdictions as a payment in lieu of taxes, on or before **February 1** of each year (collectively, the "Payment Date"), commencing on **February 1, 2016**, an amount equal to the Total PILOT payment, as defined in Schedule A, hereto.

The parties agree and acknowledge that payments made hereunder are to obtain revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are not on the tax rolls.

1.2 Allocation. The Authority 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 ad valorem taxes would have been allocated but for the Authority's involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific allocation.

1.3 Tax Rates. For purposes of determining the allocation of the Total PILOT Payment among the Affected Tax Jurisdictions, the Authority shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For County, City and special district purposes, the tax rates used to determine the allocation of the Total PILOT Payment shall be the tax rates relating to the calendar year which includes the PILOT payment due date. For School District purposes, the tax rates used to determine the PILOT payment shall be the rate relating to the school year which includes the PILOT payment due date.

1.4 Valuation of Future Additions to the Facility: If there shall be a future addition to the Facility constructed or added in any manner after the date of this Agreement, the Company shall notify the Authority of such future addition ("Future Addition"). The notice to the Authority shall contain a copy of the application for a building permit, plans and specifications, and any other relevant information that the Authority 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 Total PILOT Payment. The Authority shall notify the Company of any proposed increase in the Total PILOT Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Authority, then and in that event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Authority, the Company shall pay the increased PILOT payment

until a different Total PILOT Payment shall be established. If a lesser Total Annual Payment is determined in any proceeding or by subsequent agreement of the parties, the Total PILOT Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Authority's sole discretion, such excess payment shall be applied as a credit against the next succeeding PILOT payment(s).

1.5 Period of Benefits. The tax benefits provided for herein should be deemed to include (i) the 2016 County and City tax years through the 2050 County and City tax year and (ii) the 2015-2016 School tax year through the 2049-2050 School tax year. This PILOT Agreement shall expire on December 31, 2050; *provided, however*, the Company shall pay the 2051 County and City tax bill and the 2050-2051 School tax bill on the dates and in the amounts as if the Authority were not in title on the tax status 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 and 485-e of the New York Real Property Tax Law ("RPTL"). 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.

1.6 Interim Real Estate Tax Payments. The Company agrees to pay all Real Estate Taxes accruing against the Facility prior to the effective date of the Exemption Application, including any and all Real Estate Taxes accruing for the 2014 and 2015 County and City tax years and the 2014-2015 School tax year. The foregoing payments shall be made by the Company (i) notwithstanding the acquisition of the Land and Existing Improvements by the Company as of the date hereof, and (ii) on or before the dates due and payable to the County, City and/or School, as applicable.

Section II - Special District Charges, Special Assessments and Other Charges

2.1 Special district charges, special assessments, and special ad valorem levies (specifically including but not limited to fire district charges), and pure water charges and sewer charges are to be paid in full in accordance with normal billing practices, subject to any applicable exemptions afforded according to the laws of the State, County or City, as may be amended from time to time.

Section III - Transfer of Facility.

3.1 In the event that the Facility is transferred from the Authority to the Company (the Lease Agreement is terminated), and the Company is ineligible for a continued tax exemption under some other tax incentive program, or the exemption results in a payment to the Affected Tax Jurisdictions in excess of the payment described in Section I herein, or 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 (taking into account any Total PILOT Payment previously made by the Company for the applicable PILOT year) 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 special district charge, special 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 proposed special district charge, special assessment or change in assessment with respect to the Facility by any of the Affected Tax Jurisdictions. However, the Company shall in all events make timely payments of all Total PILOT Payments due hereunder and no assessment challenge by the Company shall affect or cause to invalidate the amount of any tax equivalent provided for herein.

4.2 Where appropriate pursuant to the provisions of this Section IV, the Company shall (i) cause the appropriate real estate tax assessment office and tax levy officers to assess the Facility and apply tax rates to the respective assessments as if the Facility were owned by the Company, (ii) file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers.

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, and such failure continues and remains uncured for a period of fifteen (15) days after written notice thereof is sent to the Company (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, and such failure continues and remains uncured for a period of fifteen (15) days after written notice thereof is sent to the Company and _____; (iii) the occurrence and continuance of any events of default after the expiration of any applicable notice and cure periods under the Leaseback Agreement; (iv) the occurrence and continuance of any events of default after the expiration of any applicable notice or cure periods under the Host Community Agreement, dated as of the date hereof and entered

into by the Company and the City; or (v) the occurrence and continuance of any events of default after the expiration of any applicable notice or cure periods under any of the Regulatory Agreements. Upon the occurrence and during the continuance of any Event of Default hereunder, in addition to any other right or remedy the Authority and/or the Affected Tax Jurisdictions may have at law or in equity, the Authority and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Authority 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 Authority 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 applicable provisions of the Act and the Company shall immediately notify the Authority 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 as defined in Section 6.1 herein, the 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 Notice and Cure Rights. Notwithstanding anything to the contrary contained in this Lease Agreement, the non-general partners of the Company (e.g., Company's Special Partner [DEFINE] and/or the Investment Partner [DEFINE]) and/or any holders of the Lender Mortgage shall have the right, but not the obligation, to cure any monetary Event of Default hereunder. Any such monetary cure shall be accepted by the Authority as if the same had been made by the Company and shall be accepted or rejected on the same basis as if made or tendered by the Company.

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 Authority, 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 All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

To the Authority: Troy Industrial Development Authority
433 River Street, 5th Floor
Troy, New York 12180
Attn: Chief Executive Officer

With a copy to: Harris Beach PLLC
677 Broadway, Suite 1101
Albany, New York 12207
Attn: Justin S. Miller, Esq.

To the Company: Hudson Art House, L.P.
C/O Vecino Group New York, LLC
305 W. Commercial Street
Springfield, Missouri 65803
Attn: Richard Manzardo

With a copy to: Geoff Cannon, Esq.
Cannon, Heyman, & Weiss, LLP
54 State Street, 5th Floor
Albany, New York 12207

Spencer Fane Britt & Browne LLP
Attn: Shawn Whitney, Esq.
3259 East Ridgeview Street
Springfield, Missouri 65804

Steven S. Heyman, Esq.
Cannon Heyman & Weiss, LLP
54 State Street, 5th Floor
Albany, New York 12207

With copy to: First Sterling Financial, Inc.
111 Great Neck Road, Suite 500
Great Neck, New York 11021
Attn: Victor Sostar, Senior Vice President

New York State Housing Finance Agency
Attn: President, Finance and Development
& Senior Vice President and Counsel
641 Lexington Avenue
New York, New York 10022

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.

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 courts located in the City of Albany, New York and/or state courts located in the City of Troy, New York.

8.4 Notwithstanding any other term or condition contained herein, all obligations of the Authority hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Authority by the Company. Neither member of the Authority 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 Authority, or of any successor or political subdivision, either directly or through the Authority 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.

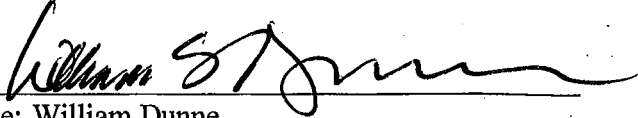
8.5 Notwithstanding anything contained herein to the contrary, the Authority, at its sole but reasonable discretion and on a case-by-case basis, may reasonably determine, (but shall not be required to do so) with respect to the Facility, that the Facility has failed to meet its intended goals and to require the Company to agree to the recapture by the Authority of the value of any or all exemptions from taxation granted with respect to the Facility by virtue of the Authority's involvement. Events that the Authority may determine will trigger recapture are to (i) sale or closure of the Facility; (ii) significant employment reduction; (iii) significant change in use in the Facility; and (iv) significant change in business activities of the Company. If the Authority determines to provide for the recapture with respect to The Facility, the Authority also shall, in its sole but reasonable discretion determine the timing and percentage of recapture. The Authority shall notify the Company in writing within thirty (30) days of any such occurrence of its intent to recapture PILOT Benefits (or any portion thereof), with any such election by the Authority to be subject to the Company's and _____'s right to cure such occurrence for a period of thirty (30) days following its receipt of such written notice.

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[Signature Page to PILOT Agreement]

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

TROY INDUSTRIAL
DEVELOPMENT AUTHORITY


By: 

Name: William Dunne

Title: Executive Director

HUDSON ART HOUSE , L.P., a New York limited
partnership

By: Hudson Art House Management, LLC
a Missouri limited liability company
its general partner

By: 

Name: Richard Manzardo

Title: Manager

SCHEDULE A
TO
PILOT AGREEMENT DATED AS OF October 16, 2014,
TROY INDUSTRIAL DEVELOPMENT AUTHORITY
HUDSON ART HOUSE, L.P.

“Total PILOT Payment” shall be calculated as follows:

For each PILOT Year and Payment Date commencing February 1, 2016, the Company shall pay to the Authority an amount equal to the Total PILOT Payment, as follows:

<u>PILOT Year</u>	<u>County and City Tax Years</u>	<u>School Tax Year</u>	<u>Total PILOT Payment</u>
Interim	2014 and 2015	2014/2015	Full Taxes*
Year 1	2016	2015/2016	\$30,000.00
Year 2	2017	2016/2017	\$30,900.00
Year 3	2018	2017/2018	\$31,827.00
Year 4	2019	2018/2019	\$32,781.81
Year 5	2020	2019/2020	\$33,765.26
Year 6	2021	2020/2021	\$34,778.22
Year 7	2022	2021/2022	\$35,821.57
Year 8	2023	2022/2023	\$36,896.22
Year 9	2024	2023/2024	\$38,003.10
Year 10	2025	2024/2025	\$39,143.20
Year 11	2026	2025/2026	\$50,000.00
Year 12	2027	2026/2027	\$51,500.00
Year 13	2028	2027/2028	\$53,045.00
Year 14	2029	2028/2029	\$54,636.35
Year 15	2030	2029/2030	\$56,275.44
Year 16	2031	2030/2031	\$57,963.70
Year 17	2032	2031/2032	\$59,702.61
Year 18	2033	2032/2033	\$61,493.69
Year 19	2034	2033/2034	\$63,338.50
Year 20	2035	2034/2035	\$65,238.66
Year 21	2036	2035/2036	\$80,000.00
Year 22	2037	2036/2037	\$82,400.00
Year 23	2038	2037/2038	\$84,872.00
Year 24	2039	2038/2039	\$87,418.16
Year 25	2040	2039/2040	\$90,040.70
Year 26	2041	2040/2041	\$92,741.93
Year 27	2042	2041/2042	\$95,524.18
Year 28	2043	2042/2043	\$98,389.91
Year 29	2044	2043/2044	\$101,341.61
Year 30	2045	2044/2045	\$104,381.85
Year 31	2046	2045/2046	\$107,513.31
Year 32	2047	2046/2047	\$110,738.71
Year 33	2048	2047/2048	\$114,060.87
Year 34	2049	2048/2049	\$117,482.70
Year 35	2050	2049/2050	\$121,007.18

* - In accordance with Section 1.6 hereof, the Company shall pay all Real Estate Taxes accruing against the Facility prior to the effective date of the Exemption Application, including any and all Real Estate Taxes accruing for the 2014 and 2015 County and City tax years and the 2014-2015 School tax year.