

## Professional Services Agreement Between

Property LLC and

Cost Containment, LLC

July 11, 2016

## ARTICLE 1 BASIC INFORMATION

In addition to the terms that are defined elsewhere in this Agreement, these terms are used in this Agreement:

## A. AGREEMENT DATE:

This Agreement is dated July 11, 2016 for reference purposes only.

## B. FMCC:

Containment, LLC

## C. FMCC ADDRESS:

Eagle School Road  
Wayne, PA 19087

## D. CLIENT:

th Property LLC, herein "Client"

## E. CLIENT ADDRESS:

135TH STREET  
NEW YORK 10001

## F. TERM:

This Agreement for professional services shall remain in full force and effect until terminated by Client or FMCC.

## G. COMMENCEMENT DATE:

The term will commence on the date on which the Agreement is executed by the authorized designee of the Board of Directors of Client.

## H. TOTAL REFUND:

The Total Refund shall include all sales and use taxes, interest and penalties, and/or financial benefit (e.g., refunds, credits, documentation, and/or acknowledgement from taxing authority if client intends to use as an offset, etc.) received as a result of the efforts of FMCC.

It shall also include any reductions to sales and use taxes, interest and penalties assessed or proposed to be assessed by the state in its sales and use tax audit as a result of the efforts of FMCC. This reduction will be calculated utilizing the same methodology employed by the State in its audit (i.e., extrapolation of a test period).

#### I. TOTAL LEASE/SERVICE CONTRACT SAVINGS

Total Lease/Service Contract Savings shall include all sales taxes saved on existing lease agreements, service contracts or similarly billed extended payment agreements through the life of the lease, contract, etc.

### ARTICLE 2 AGREEMENT

- A. FMCC agrees to use its best efforts to reduce the audit assessment established by the State of New York taxing authority for the current audit period of 9/1/2013 through 5/31/2016. The duration of this Agreement will be the term. The term will commence on the commencement date and end when all appeals in connection with this agreement have been exhausted.
- B. It is understood and agreed that the services rendered by FMCC are upon a contingent fee basis and, if no amounts are recoverable, Client shall not be indebted to FMCC for any fees or costs whatsoever.
- C. All appeals for refund requiring representation by outside legal counsel shall be undertaken only by the mutual consent of both Client and FMCC. It is agreed that certain additional costs incurred in connection with such appeals, e.g. legal fees, court costs, expert witness, etc., shall be offset against the Total Refund.
- D. FMCC agrees that any information provided by or obtained from Client shall be used solely for the purposes herein contained. FMCC agrees not to disclose any information obtained for any reason other than to further the process herein described.
- E. It is agreed that FMCC's services hereunder shall be provided in a first class, high quality, and professional manner. FMCC represents to Client that it has the background, expertise, and personnel necessary to provide these services for Client.

### ARTICLE 3 FMCC'S DUTIES

Review the financial records of Client to quantify and substantiate any reductions to the audit assessment or any overpayments of sales and use taxes that would have occurred within the audit period and three-year Statute of Limitations;

- A. As appropriate, prepare and file, on a timely basis, the relevant Petitions for Refund;
- B. As appropriate, contact vendors for the purpose of obtaining refunds;