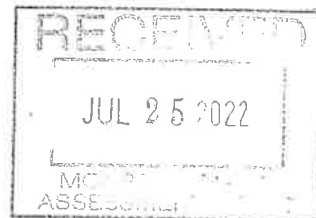


**MODIFICATON TO VOLUNTARY AGREEMENT**  
**PURSUANT TO SECTION 7 OF THE**  
**INSTITUTIONS OF PURELY PUBLIC CHARITY ACT**



THIS AGREEMENT is made as of the 17<sup>th</sup> day of September, 2014, by and between the COUNTY OF MONROE, Monroe County, Pennsylvania, a political subdivision of the Commonwealth of Pennsylvania (the "County") and ~~XXXXX XXXXX XXXXX~~ a California not-for-profit corporation ("AVP").

WHEREAS, ~~XXXXX XXXXX XXXXX~~ is the owner of certain real property located primarily in Hamilton Township, Monroe County, Pennsylvania, although a lesser portion is located in Ross Township, Monroe County, Pennsylvania, the real property being more particularly designated as Tax Code No. 07/11/1/69 and P.I.N. 07627700322068 (the "Premises"). The Premises, therefore, lay with the following taxing are assessed real estate taxes by the Monroe County, Hamilton Township, for the Library, and the Stroudsburg Area School District;

WHEREAS, on March 12, 2012, the parties entered into an initial Voluntary Agreement pursuant to Section 7 of the Institutions of Purely Public Charity Act ("Voluntary Agreement"), whereby the County and AVP determined that it is in the best interest of the parties hereto to amicably resolve the issues regarding AVP's then continued tax exemption;

WHEREAS; that Voluntary Agreement was intended solely apply to the Premises, and not any other real estate parcels owned by AVP and separately designated and assessed for tax purposes within Monroe County, Pennsylvania.

WHEREAS, AVP at the Premises continues to operate a Gurukulam, which is an institution of learning, for which there is no specific "western" equivalent, allowing it to be described either as a college or a seminary. although it has aspects of both. It has an established year-round curriculum for the teaching of Vedic Hindu culture and religious philosophy, there being residential as well as non-residential students who attend the classes;

WHEREAS, AVP, in order to bring its existing facilities up to an acceptable level for its educational purposes, is intending to construct a lecture hall/dining hall upon those Premises, which as part of its Land Development Plan for which Final Approval has been received from the Ross Township Board of Supervisors, additional lands, in two (2) separate parcels, adjoining the Premises will necessarily have to be added, being that currently designated at P.I.N. 076277003229499; Tax Code No. 07/12/2/35-4, which adjoins the Premises and is now assessed under Use Class 9 at a tax assessment value of \$6,880.00, and a parcel, being 1.99 acres in area, to be subdivided from AVP's

adjoining 36 acre parcel designated as P.I.N. 15627700218505 and Tax Code No. 15/94416, as is now assessed under Use Class 7, by virtue of Act 319, both of which would be irrevocably joined to the Premises, designated, as aforesaid, as Tax Code No. 07/11/1/69 and P.I.N. 07627700322068.

WHEREAS, pursuant to Section 7 of the Institutions of Purely Public Charity Act, 10 P.S. § 377, political subdivisions by voluntary agreement may accept contributions from real property owners of real property which are tax exempt in the interest of helping ensure that essential governmental, public and community services will continue to be provided in a manner that will permit an institution to fulfill its charitable mission, thereby defraying some of the cost of various local governmental services.

WHEREFORE, in consideration of the mutual covenants, conditions, and agreements hereinafter set forth, the parties hereto, intending to be legally bound, intending on modifying the Voluntary Agreement by these presents, do hereby agree as follows:

1. Incorporation of Recitals. The recitals herein above set forth are incorporated herein by this reference just as if the same were reproduced and republished at length herein.

2. Tax Exemption. The County shall continue to classify the Premises, with the irrevocable joinder of the two (2) adjoining parcels stated in the recitals herein, as exempt from real estate property taxation as property owned and used by an institution of purely public charity pursuant to Section 12 (a) (3) of the Consolidated County Assessment Law, 53 Pa.C.S. § 8812 (a) (3), and the Institutions of Purely Public Charity Act, 10 P.S. § 371 *et seq.* (the "Act"), which tax exemption determination shall apply to real property taxes assessed upon the Premises by the County, Hamilton Township, the Library and the Stroudsburg Area School District, commencing as to the tax years beginning or after January 1, 2015.

3. Term: The term of this Modification to Voluntary Agreement, which under the Voluntary Agreement either party could request a reevaluation of the annual percent per annum increase on the fifth (5<sup>th</sup>) anniversary of the Voluntary Agreement (i.e. March 7, 2017), shall herewith be modified that the either party, instead, may request a reevaluation of the annual percent per annum increase on the fifth (5<sup>th</sup>) anniversary of this Modification to Voluntary Agreement, which shall remain in full force and effect as long as the Premises are utilized as at present for charitable tax exempt purposes as permitted by the Act and/or other applicable law. The foregoing notwithstanding, on March 7, 2017 (i.e. the date the Voluntary Agreement was to expire), and on any date annually thereafter, the County may reconsider its position regarding AVP's general entitlement to the tax exempt status of the Premises as then constituted on the basis that the land's educational purposes and use is not

consistent with how other similar uses of land are being taxed within the County. In accordance therewith, upon its said reconsideration, the County may terminate the Voluntary Agreement, subject to AVP's right to appeal the County's determination regarding AVP's entitlement to a tax exemption for the Premises.

4. Contribution: Commencing July 1, 2015, and for each year thereafter as long as this Agreement shall remain in full force and effect, and in substitution for the contribution provisions of the Voluntary Agreement, AVP shall have paid to the County pursuant to the Act (the "Contribution") ,in cash or current funds, the sum of Six Thousand Nine Hundred Forty-Five and 74/100( \$6,945.74) Dollars, and thereafter, on July 1, 2016, the sum of Seven Thousand Two Hundred Ninety-Three and 03/100 (\$7,293.03) Dollars shall have been so paid, then on July 1, 2017, the sum of Seven Thousand Six Hundred Fifty-Seven and 68/100 (\$7,657.68) Dollars shall have been so paid, then by July 1, 2018, the sum of Eight Thousand Forty and 57/100 (\$8,040.57) Dollars shall have been so paid, and then by July 1, 2019, the sum of Eight Thousand Four Hundred Forty-Two and 60/100 (\$8,442.60) Dollars shall have been so paid .. This payment shall be made to the County,, no later than the first day of July of each year with the first such payment being made on or before July 1, 2015. \$6,945.74. The basis for arriving at an initial 20 % increase as provided in the Voluntary Agreement on the 2015 installment payment of \$5,788.12, continuing each year thereafter so long as this Agreement shall remain in full force and effect, the Contribution made to the County shall be increased five (5 %) percent per annum. Either party hereto may request that the annual five (5 %) percent per annum increase be reevaluated on the fifth (5<sup>th</sup>) anniversary of this Modification to the Voluntary Agreement and each five (5) year anniversary thereafter.

5. Because of AVP's plan to utilize significant portions of the adjoining parcel designated, as aforesaid, as P.I.N. 15627700218505 and Tax Code No. 15/94416, that adjoining parcel shall be subject to a real estate tax rollback, being reclassified from Use Class 7 (i.e. Act 319) to Use Class 9; and in partial consideration for this Modification to Voluntary Agreement AVP will commit to not returning that adjoining parcel to an Act 319 designation during the period of the Modification to Voluntary Agreement, including any period extensions otherwise agreed with respect to reevaluations of the annual percent per annum increase, presently or in the future.

6. Transfer of Title. In the event AVP conveys the Premises to a third party, AVP shall provide prior written notice of such conveyance to the County. If the conveyance is to an entity which is not an entity which qualifies as a purely public charity and/or the Grantee does not utilize the Premises for purposes which are exempt under the Act and/or other applicable law, the County shall

have the right to terminate this Agreement in accordance with the Act and/or such other applicable law and the Premises shall thereafter be reassessed in accordance with applicable law.

7. General Provisions:

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and they are not liable or bound in any manner whatsoever by express or implied warranties, guarantee, promises, statements, representations, or information made or furnished by any agent, employee, servant, or other person representing or purporting to represent the parties, unless such warranties, guarantees, promises, statements, representations or information are expressly set forth herein.

(b) Modification of Agreement. A Modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of a subsequent default of the same or similar nature.

(c) Successors in Interest. This Agreement shall extend to and shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

(d) Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(e) Separability. Any provision of this agreement which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

(f) Additional Documents. Each of the parties hereto shall, from time to time, and at the request of the other, execute, acknowledge, and deliver to the other party any and all instruments that may be reasonably required to give full force and effect to the transactions contemplated by this Agreement.

(g) Notices. Notices required hereunder, or any correspondence concerning this Agreement shall be directed to the following addresses and shall be deemed properly given (a) if delivered by hand; (b) if sent by certified mail, return receipt requested, postage prepaid, or by recognized overnight courier service (including, without limitation, Federal Express or United Parcel Service overnight service), charges prepaid; or (c) if sent by facsimile, with copy sent by first class U.S. Mail, postage prepaid:

If to the County:

County of Monroe  
Commissioners Office  
1 Quaker Plaza  
Stroudsburg, PA 18360

and to:

Monroe County Assessment Office  
One Quaker Plaza, Room 201  
Stroudsburg, PA 18360  
ATTN: Chief Assessor

with a copy to:

Jeffrey A. Durney, Esquire  
P.O. Box 536  
Tannersville, PA 18372

If to AVP:

~~XXXXXXXXXX~~  
P.O. Box 1059  
Saylorsburg, PA 18353  
ATTN: Gary Suresh, System Administrator

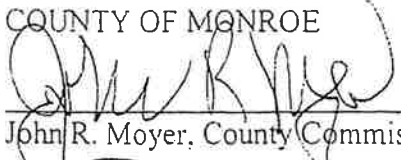
with a copy to:


Robert M. Maskrey, Jr., Esquire  
P.O. Box 1060  
Stroudsburg, PA 18360

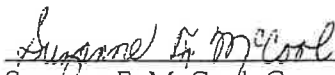
Notices and communications hereunder shall be deemed sufficiently given when dispatched pursuant to the forgoing provisions. Notices and communications delivered by hand shall be effective upon receipt; notices and communications sent by fax, with a copy by first class U.S. Mail, shall be effective upon dispatch; notices and communications sent by recognized overnight courier service shall be effective on the business day following dispatch; and notices sent by certified mail shall be effective on the third business day following dispatch. The parties hereto may, by a notice given hereunder, designate any further or different addresses to which any subsequent notice of communication hereunder shall be sent.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF MONROE

  
John R. Moyer, County Commissioner

  
Charles A. Garris, County Commissioner

  
Suzanne F. McCool, County Commissioner

~~XXXXXXXXXX~~  
By: 

Swami Veditatmananda Saraswati  
President

Attest: 

Ashok Chhabra, Secretary

(Corporate Seal)