

February 11, 2021

**HARRIS BEACH <sup>PLC</sup>**  
ATTORNEYS AT LAW

99 GARNSEY ROAD  
PITTSFORD, NY 14534  
(585) 419-8800

**RACHEL C. BARANELLO**

DIRECT: (585) 419-8769  
FAX: (585) 419-8816  
RBARANELLO@HARRISBEACH.COM

Mr. Moses Fridlich, Assessor  
Town of Blooming Grove  
6 Horton Road  
Blooming Grove, New York 10914  
CERTIFIED MAIL RECEIPT #  
9489 0090 0027 6207 3630 12

Ms. Holly Brown, Treasurer  
Village of South Blooming Grove  
811 Route 208  
Monroe, New York 10950  
CERTIFIED MAIL RECEIPT #  
9489 0090 0027 6207 3630 29

Re: Orange County Industrial Development Agency ("OCIDA")  
Assignment and Assumption from Clear Key II, LLC to Blooming Grove Hotel,  
LLC of the Project located at State Route 208 in the Village of South Blooming  
Grove, Orange County, NY

Dear Mr. Fridlich and Ms. Brown:

Enclosed herewith please find a copy of the executed Assignment and Assumption of Agreements (the "Assignment and Assumption"), from Clear Key II, LLC (as "Assignor") to Blooming Grove Hotel, LLC (as "Assignee") in connection with the Project located at State Route 208 in the Village of South Blooming Grove, Town of Blooming Grove, Orange County, New York. This Assignment and Assumption is being simultaneously delivered to the Orange County Clerk for recording.

This Agreement assigns to the Assignee all of the benefits previously afforded the Assignor under the Lease Agreement, Leaseback Agreement, Environmental Compliance Agreement and Tax Agreement (collectively, the "Project Documents" and more particularly described in the Assignment and Assumption), each by and between Assignor and the Orange County Industrial Development Agency.

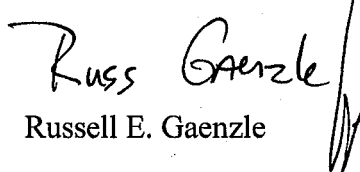
This is to inform you that the existing Tax Agreement for this property is to remain in effect and Assignee should receive the partial real property abatement for the remainder of the Tax Agreement term. A copy of the Tax Agreement is attached for your reference.

Mr. Moses Fridlich  
Ms. Holly Brown  
February 11, 2021  
Page 2

HARRIS BEACH <sup>PLC</sup>  
ATTORNEYS AT LAW

Please contact me if you have any questions. Thank you.

Very truly yours,

  
Russell E. Gaenzle

Enclosures

cc: OCIDA  
Kevin T. Down, Esq.  
Michael Blustein, Esq.  
Attached Distribution List

DISTRIBUTION LIST

Honorable Steven M. Neuhaus  
Orange County Executive  
255 Main Street  
Goshen, New York 10924  
CERTIFIED MAIL RECEIPT #:  
9489 0090 0027 6207 3630 36

Hon. George Kalaj, Mayor  
Village of South Blooming Grove  
811 Route 208  
Monroe, New York 10950  
CERTIFIED MAIL RECEIPT #  
9489 0090 0027 6207 3630 50

Ms. Elsie Rodriguez, Superintendent  
Monroe-Woodbury Central School District  
278 Route 32  
Education Center  
Central Valley, New York 10917  
CERTIFIED MAIL RECEIPT #  
9489 0090 0027 6207 3630 74

Mr. Eric Ruscher  
Real Property Tax Service  
255 Main Street  
Goshen, New York 10924  
CERTIFIED MAIL RECEIPT #:  
9489 0090 0027 6207 3630 43

Mr. Robert C. Jeroloman, Supervisor  
Town of Blooming Grove  
6 Horton Road  
Blooming Grove, New York 10914  
CERTIFIED MAIL RECEIPT #  
9489 0090 0027 6207 3630 67

Ms. Staci McCleary, President, BOE  
Monroe-Woodbury Central School District  
278 Route 32  
Education Center  
Central Valley, New York 10917  
CERTIFIED MAIL RECEIPT #  
9489 0090 0027 6207 3630 81

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**ASSIGNMENT AND ASSUMPTION OF AGREEMENTS**

made by and between

**CLEAR KEY II, LLC,  
as Assignor**

and

**BLOOMING GROVE HOTEL, LLC,  
as Assignee**

with acknowledgment by

**ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

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**Location of Premises:**

Street Address:	State Route 208
Village:	South Blooming Grove
Town:	Blooming Grove
County:	Orange
State:	New York

**Tax Map Number:**  
219-1-1.3

**Dated: December 22, 2020**

**Record and Return To:**

Lori Palmer, Paralegal  
Harris Beach PLLC  
99 Garnsey Road  
Pittsford, New York 14534

## ASSIGNMENT AND ASSUMPTION OF AGREEMENTS

**THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENTS** (the "Assignment and Assumption"), dated December 22, 2020 (the "Effective Date"), is made by and between **CLEAR KEY II, LLC**, a limited liability company formed and validly existing under the laws of the State of New York with offices at 15 Bailie Lane, Monroe, New York 10950 (the "Assignor") and **BLOOMING GROVE HOTEL, LLC**, a limited liability company formed and validly existing under the laws of the State of New York, with offices at 65 Steuben Street, Brooklyn, New York 11205 (the "Assignee"); with acknowledgement and consent of the **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, having its offices at the Orange County Business Accelerator, 4 Crotty Lane, Suite 100, New Windsor, New York 12553 (the "Agency").

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Project Documents (as hereinafter defined). The Agency is executing this document in its capacity as leasehold title holder only for the purpose of consenting to this Assignment and Assumption as contemplated herein.

### WITNESSETH:

WHEREAS, by resolutions adopted by the Agency on March 10, 2016 and August 11, 2016, the Agency previously authorized the execution of certain documents with respect to the Project (as defined below), including (i) that certain Lease Agreement, dated as of March 1, 2007 (the "Lease Agreement"), by and between the Assignor and the Agency; (ii) that certain Leaseback Agreement, dated as of March 1, 2017, by and between the Agency and the Assignor; (iii) a certain Environmental Compliance and Indemnification Agreement by the Company, dated as of March 1, 2017 (the "Environmental Compliance Agreement"); and (iv) that certain Tax Agreement, dated as of March 1, 2017, by and between the Agency and the Assignor (collectively, the Lease Agreement, the Leaseback Agreement, the Environmental Compliance Agreement, the Tax Agreement and related documents are hereinafter referred to as, the "Project Documents"); and

WHEREAS, pursuant to the Project Documents, the Agency provided financial assistance to the Assignor in the form of (a) a sales tax exemption for purchases and rentals related to the acquisition, construction and equipping of the Project, (b) a partial real property tax abatement through the Tax Agreement, and (c) a mortgage recording tax exemption for the financing related to the Project (collectively, the "Financial Assistance"); and

WHEREAS, the Project consisted of: (i) the acquisition by the Agency of a leasehold or other interest in an approximately 11±-acre parcel of land located on State Route 208 in the Village of South Blooming Grove, Orange County, New York [TMID #: 219-1-1.3] (the "Land"); (ii) the construction on the Land of an approximately 40,000 square-foot Sleep Inn & Suites hotel (the "Improvements"); and (iii) the acquisition and installation in, on and around the Improvements of certain items of equipment and other tangible personal property, including, but not limited to, beds, dressers, carpeting, tables, chairs, HVAC systems, plumbing and electrical fixtures and elevators (collectively, the "Equipment" and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, Assignor has informed the Agency that Assignor and Assignee have entered into a purchase agreement whereby Assignee will acquire the Facility, and as a result thereof indirectly acquire all of the Assignor's right, title and interest and obligations under the Project Documents, as the same may be amended from time to time; and

WHEREAS, Agency approved the assignment and assumption by its resolution dated November 12, 2020; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title, interest, duties, obligations and liabilities under the Project Documents, and the Assignee desires to accept such assignment and to assume all of such rights, title, interest, duties and obligations and liabilities of Assignor thereunder; and

NOW THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment by Assignor.

(a) Assignor hereby sells, assigns, transfers, conveys and sets over unto the Assignee all of the Assignor's rights, title, interest, duties, obligations and liability in, to and under the Project Documents first arising from and after the Effective Date.

(b) The Assignee hereby accepts such assignment, and the Assignee hereby covenants to operate and maintain the Project, during the term of the Project Documents, such that it constitutes a "project" under Title I of Article 18-A of the General Municipal Law of the State of New York.

(c) Assignor hereby agrees and consents that this Assignment and Assumption shall in no way be construed as a waiver or release of any claims or rights that the Agency may have at any time against the Assignor, and the Agency expressly reserves any such claims or rights and the right to pursue the same at law or in equity.

2. Assumption by Assignee. The Assignee hereby assumes the performance of all of the obligations, terms, covenants and conditions of the Project Documents on Assignor's part first to be performed thereunder first arising from and after the Effective Date and will perform all of the obligations, terms, covenants and conditions of the Project Documents on Assignee's part to be performed from and after the Effective Date, all with the same force and effect as though the Assignee had signed the Project Documents as a party named therein.

3. Indemnity of Assignee. The Assignee does hereby agree, for the Assignee and for the Assignee's legal representatives, successors and assigns, to indemnify, defend and save Assignor and Assignor's successors and assigns harmless from and against any and all claims, losses, suits and expenses (including, but not limited to, reasonable attorneys' fees and litigation expenses) asserted or first arising in connection with the performance by the Assignee under the Project Documents from and after the Effective Date.

4. Indemnity of Assignor. Assignor does hereby agree, for Assignor and for Assignor's successors and assigns, to indemnify, defend and save the Assignee and the Assignee's legal representatives, successors and assigns harmless from and against any and all claims, losses, suits and expenses (including, but not limited to, reasonable attorneys' fees and litigation expenses) asserted or first arising in connection with the performance by Assignor under the Project Documents prior to the Effective Date.

5. Consent of Agency; Indemnity of Assignee and Assignor to Agency. Pursuant to the terms and provisions of the Project Documents, the Agency hereby consents to this Assignment and Assumption, and acknowledges its consent below by and through its duly authorized officer. It being expressly understood and agreed that each of Assignor and the Assignee, jointly and severally, agree and covenant that each of Assignor and the Assignee hereby releases the Agency and its members, officers, agents and employees from, agrees that the Agency and its members, officers, agents and employees shall not be liable for, and agrees to indemnify, defend and hold the Agency and its members, officers, agents and employees harmless from and against, any and all costs or liabilities that may be occasioned, directly or indirectly, by any cause whatsoever pertaining to this Assignment and Assumption, including without limitation, all causes of action and reasonable attorneys' fees and litigation expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing.

6. Representations and Warranties of Assignor. Assignor hereby represents and warrants to the Assignee that (a) there have been no prior assignments of the Project Documents made by Assignor to any other party, (b) that the Project Documents are being assigned to the Assignee free and clear of all liens and encumbrances, and (c) Assignor has complied with all provisions of the Project Documents regarding assignment, including but not limited to Section 6.3 of the Leaseback Agreement. The representations and warranties of Assignor set forth herein shall survive the closing of the transactions contemplated by the Lease Agreement and the Leaseback Agreement and the delivery of this Assignment and Assumption. The Agency hereby acknowledges Assignor's compliance with the provisions of the Lease Agreement and the Leaseback Agreement regarding assignment.

7. Counterparts. This Assignment and Assumption may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same instrument.

8. Binding Effect. Each reference herein to a party hereto shall be deemed to include its successors and assigns, all of whom shall be bound by this Assignment and Assumption and in whose favor the provisions of this Assignment and Assumption shall inure.

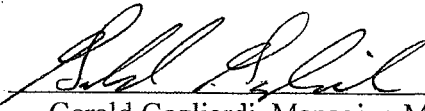
9. Entire Agreement. This Assignment and Assumption represents the entire agreement between the parties hereto with respect to the subject hereof and supersedes all prior negotiations, either written or oral.

10. Further Assurances. Assignor and the Assignee agree to deliver to each other such further instruments and/or documents as reasonably requested and for the purpose of carrying out or consummating the transactions contemplated by this Assignment and Assumption.

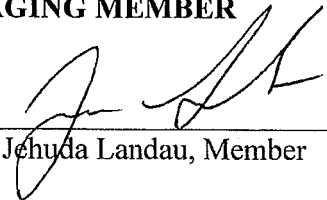
**[Signature Page to Assignment and Assumption of Agreements]**

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption of Agreements as of the date first above written.

**CLEAR KEY II, LLC**

By:   
Gerald Gagliardi, Managing Member

**BLOOMING GROVE HOTEL, LLC  
BY: THE LIVLAND GROUP, LLC, ITS  
MANAGING MEMBER**

By:   
Jehuda Landau, Member



[Acknowledgment Page to Assignment and Assumption of Agreements]

STATE OF NEW YORK       )  
COUNTY OF ORANGE       ) ss.:

On the 16 day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **Gerald Gagliardi**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

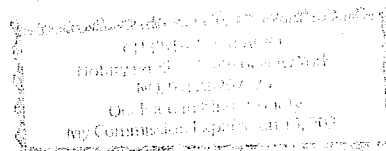
DAVID A. DONOVAN  
Notary Public, State of New York  
No. 02DO4888187  
Qualified in Orange County  
Commission Expires March 9, 2023

STATE OF NEW YORK       )  
COUNTY OF Kings       ) ss.:

On the 16<sup>th</sup> day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jehuda Landau**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public



**ACKNOWLEDGMENT OF  
ASSIGNMENT AND ASSUMPTION OF AGREEMENTS**

The undersigned hereby acknowledges receipt of notice of the Assignment and Assumption of Agreements, by and between **CLEAR KEY II, LLC** (the "Assignor") and **BLOOMING GROVE HOTEL, LLC** (the "Assignee"), dated December 22, 2020 (the "Assignment and Assumption"), pursuant to which Assignor assigns all of Assignor's rights, title, interest, duties, obligations and liabilities under the Project Documents (as defined in the Assignment and Assumption) first arising from and after the Effective Date (as defined in the Assignment and Assumption) and the Assignee accepts such assignment and assumes all of Assignor's rights, title, interest, duties, obligations and liability into and under the Project Documents first arising from and after the Effective Date. The foregoing shall not be construed, however, as a waiver or release of any claims or rights that the undersigned may have at any time against Assignor, and the undersigned expressly reserves any such claims or rights and the right to pursue the same at law or in equity.

IN WITNESS WHEREOF, the undersigned has caused this Acknowledgment to be duly executed as of this 22<sup>nd</sup> day of December, 2020.

**ORANGE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

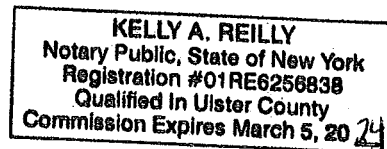
By: \_\_\_\_\_

Laurie Villasuso, Chief Executive Officer

STATE OF NEW YORK     )  
COUNTY OF ORANGE    ) ss.:

On the 15<sup>th</sup> day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **Laurie Villasuso**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public



**ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

**AND**

**CLEAR KEY II, LLC**

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**TAX AGREEMENT**

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**Dated as of March 1, 2017**

**Affected Tax Jurisdictions:**  
**Orange County**  
**Village of South Blooming Grove**  
**Town of Blooming Grove**  
**Monroe-Woodbury Central School District**

## TAX AGREEMENT

THIS TAX AGREEMENT, dated as of the 1<sup>st</sup> day of March, 2017 (the "Tax Agreement"), is by and between the **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with its registered offices located at Orange County Business Accelerator, 4 Crotty Lane, Suite 100, New Windsor, New York 12553 (the "Agency") and **CLEAR KEY II, LLC**, a limited liability company formed and validly existing under the laws of the State of New York with offices at 15 Bailie Lane, Monroe, New York 10950 (the "Company").

### WITNESSETH:

WHEREAS, the Agency was created by Chapter 390 of the Laws of 1972 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York (the "State"); and

WHEREAS, the Company has submitted an application (the "Application") to the Agency requesting the Agency's assistance with respect to a certain project (the "Project") consisting of (i) the acquisition by the Agency of a leasehold or other interest in an approximately 11±-acre parcel of land located on State Route 208 in the Village of South Blooming Grove, Orange County, New York [TMID #: Part of 219-1-1] (the "Land"), (ii) the construction on the Land of an approximately 40,000 square-foot Sleep Inn & Suites hotel (the "Improvements"); and (iii) the acquisition and installation in, on and around the Improvements of certain items of equipment and other tangible personal property, including, but not limited to, beds, dressers, carpeting, tables, chairs, HVAC systems, plumbing and electrical fixtures and elevators (collectively, the "Equipment" and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, in order to induce the Company to acquire, construct and equip the Facility, the Agency is willing to take a leasehold interest in the Land, Improvements and personal property constituting the Facility pursuant to the terms and conditions of a certain Lease Agreement, dated as of the date hereof (the "Lease Agreement"), and lease said Land, Improvements and personal property back to the Company pursuant to the terms and conditions of a certain Leaseback Agreement, dated as of the date hereof (the "Leaseback Agreement"); and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency 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 Agency 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 Agency for the benefit of Orange County (the "County"), the Village of South Blooming Grove (the "Village"), the Town of Blooming Grove (the "Town") and the Monroe-Woodbury Central School District (the "School District" and, collectively with the County, the Village and the Town, 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:

Section 1.1 A. Subject to the completion and filing by the taxable status date (**March 1, 2018**) (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 874 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 **2018/2019** Village fiscal tax year, the **2018/2019** School District fiscal tax year and the **2019** County and Town calendar tax year. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the County, Village, Town and School District. The Company shall provide to the Agency with 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 Leaseback 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 Agency, 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) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, 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 Agency, and releases the Agency 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 Agency to file the Exemption Application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date.

B. Agreement to Make Payments. The parties agree and acknowledge that payments made under this Tax Agreement 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. The Company shall pay annually to the Affected Tax Jurisdictions as a payment in lieu of taxes (i) on or before June 1 of each calendar year for Village taxes, (ii) on or before September 1 of each calendar year for School District taxes, and (iii) on or before January 1 of each calendar year for County and Town taxes; an amount equal to the Total Tax Payment (as calculated on Schedule A attached hereto, and in accordance with the other provisions set forth in this Tax Agreement). The first such Total Tax Payments shall be due on **June 1, 2018, September 1, 2018 and January 1, 2019**, respectively, and on each June 1, September 1 and January 1 thereafter for the term of this Tax Agreement. Upon the expiration of this Tax Agreement, the Company shall pay the County, Town, Village and School District tax bills in the amounts and on the dates when due as if the Agency were not in title.

1.2 Allocation. The Agency 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 Agency'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 Tax Payment among the Affected Tax Jurisdictions, the Agency shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For County, Town and special district purposes, the tax rates used to determine the allocation of the Total Tax Payment shall be the tax rates relating to the calendar year which includes the Tax Payment due date. For Village purposes, the tax rates used to determine the Tax Payment shall be the rates relating to the Village year which includes the Tax Payment due date. For School District purposes, the tax rates used to determine the Tax Payment shall be the rates relating to the School District year which includes the Tax 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 Tax Agreement, the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant information that the Agency 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 Tax Payment. The Agency shall notify the Company of any proposed increase in the Total Tax Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Agency, then and in that event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased Tax payment until a different Total Tax Payment shall be established. If a lesser Total Annual Payment is determined in any proceeding or by subsequent agreement of the parties, the Total Tax Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding Tax Payment(s).

1.5 Period of Benefits. The tax benefits provided for herein should be deemed to include (i) the **2018/2019** Village fiscal tax year through the **2027/2028** Village fiscal tax year, (ii) the **2018/2019** School District fiscal tax year through the **2027/2028** School District fiscal tax year and (iii) the **2019** County and Town calendar tax year through the **2028** County and Town calendar tax year. This Tax Agreement shall expire on **December 31, 2028**; provided, however, the Company shall pay the **2028/2029** Village tax bill, the **2028/2029** School District tax bill and the **2029** County and Town tax bill on the due dates and in the amounts as if the Agency 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 Tax 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 years elapsed under the Leaseback Agreement), supersede and

are in substitution of the exemptions provided by Section 485-b 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.

## 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.

## Section III - Transfer of Facility.

3.1 In the event that the Facility is transferred from the Agency to the Company (the lease/leaseback agreements are 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 hereof, or this Tax 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 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 and 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 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 assessment or the validity or amount of any tax equivalent provided for herein.

4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special benefit, ad valorem levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this Tax Agreement, as if and to the same extent as if the Company were the owner of the Facility.

4.3 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 (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; or (iii) the occurrence and continuance of any events of default under the Leaseback Agreement after any applicable cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency 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 Agency 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 Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency 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 hereof 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 hereof, if said payment is not received by the Delinquency Date defined in Section 6.1 hereof, 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, the 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.

## Section VII - Assignment.

7.1 No portion of any interest in this Tax 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 Agency, which shall not be unreasonably withheld or delayed.

## Section VIII - Miscellaneous.

8.1 This Tax 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 Agency:

Orange County Industrial Development Agency  
Orange County Business Accelerator  
4 Crotty Lane, Suite 100  
New Windsor, New York 12553  
Attn: Laurie Villasuso, Chief Operating  
Officer and Executive Vice President

With Copy To:

Kevin T. Dowd, Esq.  
Attorney - Orange County IDA  
46 Daisy Lane  
Montgomery, New York 12549

And To:

Harris Beach PLLC  
99 Garnsey Road  
Pittsford, New York 14534  
Attn: Russell E. Gaenzle, Esq.

To the Company:

Clear Key II, LLC  
15 Bailie Lane  
Monroe, New York 10950  
Attn.: Gerald Gagliardi, Managing Member

With Copy To:

Dickover, Donnelly & Donovan, LLP  
28 Bruen Place, P.O. Box 610  
Goshen, New York 10924  
Attn.: David A. Donovan, 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. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

8.3 This Tax 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 or state courts located in Orange County, New York.

8.4 Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. None of the members of the Agency nor any person executing this Tax Agreement on its behalf shall be liable personally under this Tax 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 Agency, or of any successor or political subdivision, either directly or through the Agency 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 Tax Agreement.

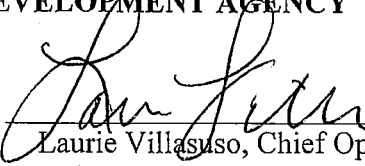
*[Signature Page Follows]*

**[Signature Page to Tax Agreement]**

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

**ORANGE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

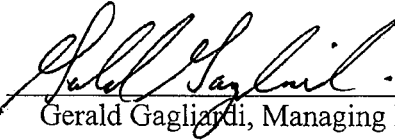
By: \_\_\_\_\_



Laurie Villasuso, Chief Operating Officer  
and Executive Vice President.

**CLEAR KEY II, LLC**

By: \_\_\_\_\_



Gerald Gagliardi, Managing Member

**SCHEDULE A**  
**TO**  
**TAX AGREEMENT DATED AS OF MARCH 1, 2017**  
**BY AND BETWEEN THE**  
**ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**  
**AND CLEAR KEY II, LLC**

"Total Tax Payment" shall be calculated as follows:

<u>Tax Year</u>	<u>Village Tax Year</u>	<u>County and Town Tax Year</u>	<u>School Tax Year</u>	<u>Total Taxable Valuation</u>
Year 1	2018/2019	2019	2018/2019	Base Valuation, plus (Added Value x .00)
Year 2	2019/2020	2020	2019/2020	Base Valuation, plus (Added Value x .10)
Year 3	2020/2021	2021	2020/2021	Base Valuation, plus (Added Value x .20)
Year 4	2021/2022	2022	2021/2022	Base Valuation, plus (Added Value x .30)
Year 5	2022/2023	2023	2022/2023	Base Valuation, plus (Added Value x .40)
Year 6	2023/2024	2024	2023/2024	Base Valuation, plus (Added Value x .50)
Year 7	2024/2025	2025	2024/2025	Base Valuation, plus (Added Value x .60)
Year 8	2025/2026	2026	2025/2026	Base Valuation, plus (Added Value x .70)
Year 9	2026/2027	2027	2026/2027	Base Valuation, plus (Added Value x .80)
Year 10	2027/2028	2028	2027/2028	Base Valuation, plus (Added Value x .90)

For the term of this Tax Agreement, the Company shall continue to pay full taxes based on the assessed value of the Land and any existing improvements before the completion of any Project improvements (the "Base Valuation"). During the term of this Tax Agreement, the Base Valuation shall be increased from time to time by the percentage increase in the assessed valuation in all taxable real property in the Village of South Blooming Grove, Orange County, New York, as of the respective tax status date for the tax year for which the recalculation is being made. The Total Taxable Valuation for each Total Tax Payment shall be calculated such that a graduated abatement factor ("Abatement Factor") shall be applied to the increased assessed valuation attributable to the Improvements made to the Project Facility by the Company, as an Agent of the Agency, for the Project (the "Added Value"). The abatement schedule shall allow for a 100% exemption from taxation for the Added Value in Year 1, with such exemption being eliminated in 10% increments in PILOT Years 2-10.

Once the Total Taxable Valuation is established using the Abatement Factor, the Total Tax Payment shall be determined by multiplying the Total Taxable Valuation by the respective tax rate for each affected tax jurisdiction (after application of any applicable equalization rate). After Year 10, the Project Facility shall be subject to full taxation by the affected taxing jurisdictions.

Total Taxable Valuation = Base Valuation + (Added Value x Abatement Factor)  
Total Tax Payment = Total Taxable Valuation (after equalization) x Tax Rate



NYS BOARD OF REAL PROPERTY SERVICES

RP-412-a (1/95)

**INDUSTRIAL DEVELOPMENT AGENCIES**  
**APPLICATION FOR REAL PROPERTY TAX EXEMPTION**  
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

**1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)**

Name Orange County Industrial Development Agency  
Street 4 Crotty Lane, Suite 100  
City New Windsor, New York 12553  
Telephone no. Day (845) 234-4192  
Evening ( )  
Contact Laurie Villasuso  
Title COO & Executive VP

**2. OCCUPANT (IF OTHER THAN IDA)**

(If more than one occupant attach separate listing)

Name Clear Key II, LLC  
Street 15 Bailie Lane  
City Monroe, New York 10950  
Telephone no. Day (845) 783-8172  
Evening ( )  
Contact Gerald Gagliardi  
Title Managing Member

**3. DESCRIPTION OF PARCEL**

- a. Assessment roll description (tax map no./roll year)  
Part of 219-1-1
- b. Street address  
State Route 208
- c. City, Town or Village S. Blooming Grove (Village)
- d. School District Monroe-Woodbury CSD
- e. County Orange
- f. Current assessment \$263,400
- g. Deed to IDA (date recorded; liber and page)  
Lease Agreement, a memorandum of which was recorded on or about April 24, 2017.

**4. GENERAL DESCRIPTION OF PROPERTY** (if necessary, attach plans or specifications)

- a. Brief description (include property use) construction of an approx. approximately 40,000 square-foot Sleep Inn & Suites hotel.  
future development
- b. Type of construction \_\_\_\_\_
- c. Square footage approx. 40,000
- d. Total cost \_\_\_\_\_
- e. Date construction commenced Spring/Summer 2016
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)  
December 31, 2028

**5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION**

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment See Attached Tax Agreement  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- b. Projected expiration date of agreement December 31, 2028

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Orange</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Blooming Grove</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village <u>South Blooming Grove</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
School District <u>Monroe-Woodbury CSD</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Clear Key II, LLC  
 Title \_\_\_\_\_  
 Address 15 Ballie Lane  
Monroe, New York 10950

e. Is the IDA the owner of the property? Yes/No (circle one)

If "No" identify owner and explain IDA rights or interest in an attached statement. The IDA has a leasehold interest in the property.

Telephone 845-783-8172

6. Is the property receiving or has the property ever received any other exemption from real property taxation?  
 (check one) Yes ☐ No ☒

If yes, list the statutory exemption reference and assessment roll year on which granted:  
 exemption Section 874 of NYS GML assessment roll year \_\_\_\_\_

7. A copy of this application, including all attachments, has been mailed or delivered on 4/19/17 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

### CERTIFICATION

I, Laurie Villasuso, COO & Executive VP of  
Orange County Industrial Development Agency hereby certify that the information  
 Organization on this application and accompanying papers constitutes a true statement of facts.

3/24/17  
 Date

[Signature]  
 Signature

### FOR USE BY ASSESSOR

1. Date application filed \_\_\_\_\_
2. Applicable taxable status date \_\_\_\_\_
- 3a. Agreement (or extract) date \_\_\_\_\_
- 3b. Projected exemption expiration (year) \_\_\_\_\_
4. Assessed valuation of parcel in first year of exemption \$ \_\_\_\_\_
5. Special assessments and special as valorem levies for which the parcel is liable:  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Assessor's signature