

## MORTGAGE RECORDING TAX EXEMPTION AFFIDAVIT

Rachel C. Baranello, being duly sworn, deposes and says:

1. That she resides in Brighton, New York, and is an Associate of Harris Beach PLLC, the law firm serving as transaction counsel to the **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the "Agency").

2. That the Agency is a public benefit corporation duly organized and existing under the laws 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.

3. That the Agency entered into a certain Lease Agreement, dated as of May 4, 2018 with **MED PARC LLC** (the "Company"), pursuant to which the Agency received a leasehold interest in the property described in **Schedule A** attached hereto, and the Agency and the Company thereafter entered into a certain Leaseback Agreement, dated as of May 4, 2018, pursuant to which the Agency leased its interest in said property back to the Company. By resolution duly adopted on January 11, 2018, the Agency approved the execution and delivery of the Lease Agreement, the Leaseback Agreement and the below-described Mortgage.

4. That the Company has entered into certain agreements concerning a loan to be made to the Company by Salisbury Bank and Trust Company (the "Mortgagee"). As collateral for said debt, the Agency and the Company have executed a certain Gap Mortgage, dated June 25, 2018 (the "Mortgage") in favor of the Mortgagee in the principal sum of **NINE MILLION EIGHT HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$9,850,000.00)**.

5. The Company is concurrently signing a Building Loan/Permanent Loan Modification, Consolidation and Extension of Mortgage, Assignment of Leases and Rents and Security Agreement dated June 25, 2018 in the principal amount of Eleven Million Nine Hundred Seventy-Five Thousand and 00/100 Dollars (\$11,975,000.00) (the "Mortgage Consolidation Agreement"). This Affidavit applies only to the Gap Mortgage as the remaining amount of the (\$2,125,000.00) has previously received recording tax exemption or upon which the required mortgage recording tax was paid.

6. The Agency has covenanted in the Mortgage, Mortgage Consolidation Agreement and Assignment (hereinafter defined) that it will record or cause each to be recorded in all offices where recordation thereof is necessary.

7. That, in the opinion of your deponent, while the Agency would ordinarily pay the mortgage recording tax with respect to the Mortgage, the recording of the Mortgage is exempt from the payment of the mortgage recording tax, except for payment of the additional mortgage recording tax imposed on real property located within a transportation district by Section 253(2) of the Tax Law, for the following reasons: (A) Section 874(2) of the General Municipal Law states that "any bonds or notes issued pursuant to this title, together with the income therefrom, as well as the property of the agency shall be exempt from taxation, except for transfer and estate taxes"; (B) General Municipal Law Section 874(1) states that an industrial development agency

"shall be required to pay *no* taxes or assessments upon any of the property acquired by it or under its jurisdiction or control or supervision or upon its activities"; to wit, the property referenced on **Schedule A** attached hereto and encumbered by the Mortgage to which the Agency is party and co-mortgagor; and (C) an Opinion of the New York State Comptroller No. 82-188 issued June 2, 1982, determining that an industrial development agency is exempt from payment of the mortgage recording tax.

8. As additional security for the loan for which the Mortgage and the Mortgage Consolidation Agreement are security, the Company is giving to the Mortgagee an Assignment of Leases and Rents, dated the date of the Mortgage (the "Assignment").

9. The Assignment secures the same indebtedness as the Mortgage Consolidation Agreement, and no additional indebtedness, advance or draw other than as secured by the Mortgage and Mortgage Consolidation Agreement.

*[Remainder of Page Intentionally Left Blank]*


WHEREFORE, your deponent respectfully requests that:

(a) The Mortgage be recorded as exempt from mortgage recording tax, **except for** the additional mortgage recording tax imposed on real property located within a transportation district pursuant to Sections 253(2)(a) of the Tax Law; and

(b) The Assignment be recorded as exempt from mortgage recording tax pursuant to Section 255 of the Tax Law, **except for** the additional mortgage recording tax imposed on real property located within a transportation district pursuant to Sections 253(2)(a) of the Tax Law.

  
Rachel C. Baranello, Esq.

Subscribed and sworn to before me  
this 21<sup>st</sup> day of June, 2018.

  
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Notary Public  
Lori A. Palmer  
Notary Public, State of New York  
Qualified in Monroe County  
Commission Expires May 31, 2019

## Schedule A

### Legal Description of Leased Premises

All that certain lot, piece or parcel of land, situate, lying and being in the Town of Walkkill, County of Orange and State of New York and being more accurately bounded and described as follows:

Beginning at a point marked by a concrete monument found at the intersection of the northeasterly sideline of East Main Street, also known as County Road 67, with the dividing line between the reputed lands of Columbia QC East Main, LLC (to the southeast) and the herein described parcel (to the northwest);

THENCE, from said point of beginning and along the said northeasterly sideline of East Main Street, North 45 degrees 57 minutes 02 seconds West a distance of 74.87 feet to a point;

THENCE, through the lands of MED PARC, LLC, the following (6) six courses and distances:

1. North 31 degrees 12 minutes 27 seconds East a distance of 253.29 feet to a point;
2. North 30 degrees 34 minutes 37 seconds East a distance of 108.44 feet to a point of curvature;
3. along a curve to the left, having a radius of 100.00 feet, an arc length of 62.14 feet as formulated by the central angle, 35 degrees 36 minutes 11 seconds, to a point of reverse curvature;
4. along a curve to the right, having a radius of 150.00 feet, an arc length of 91.45 feet as formulated by the central angle, 34 degrees 55 minutes 55 seconds, to a point of tangency;
5. North 29 degrees 54 minutes 21 seconds East a distance of 434.92 feet to a point;
6. South 60 degrees 05 minutes 39 seconds East a distance of 423.26 feet to a point at the intersection of the westerly sideline of United States Interstate 84;

THENCE, along the said westerly sideline of United States Interstate 84, South 29 degrees 57 minutes 39 seconds West a distance of 146.10 feet to a point marked by a granite monument found;

THENCE, along the same, South 30 degrees 34 minutes 39 seconds West a distance of 403.48 feet to point;

THENCE, along the reputed lands of Columbia QC East Main, LLC the following (3) three courses and distances;

1. North 60 degrees 05 minutes 33 seconds West a distance of 300.00 feet to a point;
2. South 30 degrees 34 minutes 37 seconds West a distance of 139.40 feet to a point;
3. South 31 degrees 12 minutes 27 West seconds a distance of 270.33 feet to the point or place of beginning;

Containing 5.949 acres of land more or less as surveyed by Engineering & Surveying Properties, PC, adopting New York State Plane Coordinate System NAD83, Zone 3101 for the basis of bearing as determined by GPS observations.