

September 28, 2020

**HARRIS BEACH** PLLC  
ATTORNEYS AT LAW

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

**RUSSELL E. GAENZLE**

DIRECT: (585) 419-8718  
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RGAENZLE@HARRISBEACH.COM

TO ALL ON THE ATTACHED DISTRIBUTION LIST:

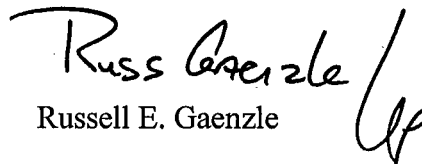
Re: Orange County Industrial Development Agency ("OCIDA")  
Hampton Park LLC Project  
Town of Hamptonburgh, Orange County, NY  
(Tax Map Nos.: 1-1-9.1 and 1-1-9.2)

Gentlemen and Ms. Nilon:

Enclosed herewith please find the First Amendment to PILOT Agreement between the OCIDA and Hampton Park LLC (the "Company"), whereby the term of the PILOT Agreement in connection with the Company's Project with the OCIDA was delayed for one (1) year due to an extended construction period. Also enclosed is the Amended Application for Real Property Tax Exemption with respect to the above-captioned matter. We have included a copy of the as-recorded Omnibus Amendment for your files.

Please feel free to contact me if you have any questions regarding the enclosed.

Very truly yours,

  
Russell E. Gaenzle

REG/lap  
Enclosures

cc: Laurie Villasuso, OCIDA  
Mark Servidone  
Anthony Maney, Esq.  
Kevin Dowd, Esq.

### **DISTRIBUTION LIST**

Honorable Steven M. Neuhaus  
Orange County Executive  
255 Main Street  
Goshen, New York 10924  
CERTIFIED MAIL RECEIPT #:  
9489 0090 0027 6207 3557 41

Mr. Robert S. Jankowski, Supervisor  
Town of Hamptonburgh  
18 Bull Road  
Campbell Hall, New York 10916  
CERTIFIED MAIL RECEIPT #  
9489 0090 0027 6207 3557 65

Mr. Daniel T. Connor, Superintendent  
Goshen Central School District  
277 Main Street  
Goshen, New York 10924  
CERTIFIED MAIL RECEIPT #  
9489 0090 0027 6207 3557 89

Mr. Eric Ruscher  
Real Property Tax Service  
255 Main Street  
Goshen, New York 10924  
CERTIFIED MAIL RECEIPT #:  
9489 0090 0027 6207 3557 58

Ms. Andrea Nilon, Assessor  
Town of Hamptonburgh  
18 Bull Road  
Campbell Hall, New York 10916  
CERTIFIED MAIL RECEIPT #  
9489 0090 0027 6207 3557 72

Mr. Jason Pucci, President, BOE  
Goshen Central School District  
227 Main Street  
Goshen, New York 10924  
CERTIFIED MAIL RECEIPT #  
9489 0090 0027 6207 3557 96

**ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

**AND**

**HAMPTON PARK LLC**

---

**FIRST AMENDMENT TO  
TAX AGREEMENT**

---

**Property Address:**

Vacant Land on Neelytown Road  
Town of Hamptonburgh  
Orange County, New York 12549

**Tax Map Parcel Nos.:**

1-1-9.1 and 1-1-9.2

**Affected Tax Jurisdictions:**

Orange County  
Town of Hamptonburgh  
Goshen Central School District

**Dated as of August 1, 2020**

## FIRST AMENDMENT TO TAX AGREEMENT

THIS FIRST AMENDMENT TO TAX AGREEMENT, dated as of the 1<sup>st</sup> day of August, 2020 (the "First Amendment"), 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 **HAMPTON PARK LLC**, a limited liability company formed and validly existing under the laws of the State of New York with offices at 1364 U.S. 9, Castleton, New York 12033 (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 Agency previously agreed to undertake a certain project for the benefit of the Company consisting of: (A) the acquisition by the Agency of a leasehold interest in an aggregate approximately 11.8±-acre parcel of vacant land located on Neelytown Road in the Town of Hamptonburgh, Orange County, New York (collectively, the "Land"); (B)(i) development of the Land, including construction of an access road, grading, installing a well and septic system and creating a pond area; and (ii) the construction on the Land of (1) an approximately 1,750 square-foot one-story office building; and (2) an approximately 6,000 square-foot two-story building to be used as an equipment maintenance facility for repairing dump trucks and heavy construction equipment (collectively, the "Improvements"); and (C) the acquisition and installation in, on and around the Improvements of certain items of machinery, equipment and other tangible personal property, including, but not limited to, hydraulic jacks, compressors, air tools, motor lifts, tool sets, storage cabinets, copiers, computers, furniture and fixtures (collectively, the "Equipment" and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, in connection with the undertaking by the Agency of the Project, the Agency and Company entered into a "straight-lease transaction" (as defined in the Section 854(15) of the Enabling Act) (the "Straight Lease Transaction"); and

WHEREAS, together with various related documents, the Agency and the Company entered into a certain Tax Agreement, dated as of August 1, 2019, by and between the Agency and the Company (the "Original Tax Agreement") along with the New York State Board of Real Property Services Form RP-412-a (collectively, the "Agency Documents"); and

WHEREAS, the Company has notified the Agency that as a result of a longer than anticipated construction period, the Company has requested that the Agency amend the Leaseback Agreement and the Tax Agreement in order to delay commencement of the financial assistance provided thereunder by one (1) year, and the parties hereto desire to amend the Tax Agreement to reflect the same.

**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:

SECTION 1. The Tax Agreement is amended as follows:

1. Section 1.5 is hereby deleted in its entirety and replaced with the following:

1.5 Period of Benefits. The tax benefits provided for herein should be deemed to include (i) the **2021/2022** School District fiscal tax year through the **2030/2031** School District fiscal tax year and (ii) the **2022** County and Town calendar tax year through the **2031** County and Town calendar tax year. This Tax Agreement shall expire on **December 31, 2031**; provided, however, the Company shall pay the **2031/2032** School District tax bills and the **2032** County and Town tax bills on the 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.

2. "Schedule A" attached to the Original Tax Agreement is hereby deleted in its entirety and replaced with **Schedule A-1** attached hereto.

SECTION 2. Unless otherwise amended pursuant to the terms contained herein, the terms of the Original Tax Agreement shall remain unchanged.

SECTION 3. Prior to the taxable status date of March 1, 2021, an amended New York State Board of Real Property Services Form RP-412-a, including an executed copy of this First Amendment, shall be filed with the Town of Hamptonburgh Appointed Assessor along with the Chief Elected Official of each of the affected taxing jurisdictions within which the Project is located.

*[Remainder of Page Intentionally Left Blank]*

[Signature Page to First Amendment to Tax Agreement]

IN WITNESS WHEREOF, the Agency and the Company have caused this First Amendment to Tax Agreement to be executed in their respective names, all as of the date first above written.

**ORANGE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By:   
Laurie Villasuso, Chief Executive Officer

**HAMPTON PARK LLC**

By: \_\_\_\_\_  
Mark Servidone, Member

[Signature Page to First Amendment to Tax Agreement]

IN WITNESS WHEREOF, the Agency and the Company have caused this First Amendment to Tax Agreement to be executed in their respective names, all as of the date first above written.

**ORANGE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Laurie Villasuso, Chief Executive Officer

**HAMPTON PARK LLC**

By: Mark Servidone  
Name: Mark Servidone  
Title: Member

**SCHEDULE A-1**

**TO  
TAX AGREEMENT DATED AS OF AUGUST 1, 2019, AS AMENDED,  
BY AND BETWEEN THE  
ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY  
AND  
HAMPTON PARK LLC**

"Total PILOT Payment" shall be calculated as follows:

<u>Tax Year</u>	<u>County and Town Tax Year</u>	<u>School District<sup>1</sup> Tax Year</u>	<u>Total Taxable Valuation</u>
Year 1	2022	2021/2022	Base Valuation
Year 2	2023	2022/2023	Base Valuation, plus (Added Value x .10)
Year 3	2024	2023/2024	Base Valuation, plus (Added Value x .20)
Year 4	2025	2024/2025	Base Valuation, plus (Added Value x .30)
Year 5	2026	2025/2026	Base Valuation, plus (Added Value x .40)
Year 6	2027	2026/2027	Base Valuation, plus (Added Value x .50)
Year 7	2028	2027/2028	Base Valuation, plus (Added Value x .60)
Year 8	2029	2028/2029	Base Valuation, plus (Added Value x .70)
Year 9	2030	2029/2030	Base Valuation, plus (Added Value x .80)
Year 10	2031	2030/2031	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 Town of Hamptonburgh, 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 PILOT Payment = Total Taxable Valuation (after equalization) x Tax Rate

<sup>1</sup> The applicable tax rate for the School District shall include School District library taxes that would have been levied by the School District if the project were not deemed tax exempt.





# NYS BOARD OF REAL PROPERTY SERVICES

AMENDED  
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 Hampton Park LLC  
Street 1364 U.S. 9  
City Castleton, New York 12033  
Telephone no. Day (518) 732-7773  
Evening ( )  
Contact Mark Servidone  
Title Member

### 3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year)  
1-1-9.1 and 1-1-9.2
- b. Street address  
vacant land on Neelytown Road
- c. City, Town or Village Hamptonburgh (Town)
- d. School District Goshen CSD
- e. County Orange
- f. Current assessment
- g. Deed to IDA (date recorded; liber and page)  
Omnibus Amendment recorded on or about  
September 17, 2020 with the Orange County Clerk.

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

- a. Brief description (include property use) construction of an approx. 1,750 sq.ft. one-story office bldg.  
and construction of an approx. 6,000 sq.ft. two-story building to be used for equipment maintenance.  
future development
- b. Type of construction
- c. Square footage approx. 7,750
- d. Total cost \$2,327,000
- e. Date construction commenced 2019
- f. Projected expiration of exemption (i.e.  
date when property is no longer  
possessed, controlled, supervised or  
under the jurisdiction of IDA)  
See Attached Amended Tax Agreement

### 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 Amended Tax Agreement
- b. Projected expiration date of agreement See Attached Amended Tax Agreement

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>Hamptonburgh</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
School District <u>Goshen CSD</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Hampton Park LLC  
 Title \_\_\_\_\_  
 Address 1364 U.S. 9  
Castleton, New York 12033

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 518-732-7773

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 2020

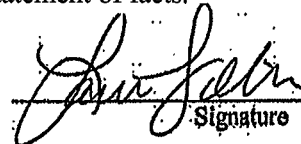
7. A copy of this application, including all attachments, has been mailed or delivered on 09/16/2020 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

### 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.

09/16/2020

Date

  
 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



ORANGE COUNTY – STATE OF NEW YORK  
ANN G. RABBITT, COUNTY CLERK  
255 MAIN STREET  
GOSHEN, NEW YORK 10924

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



BOOK/PAGE: 14811 / 524  
INSTRUMENT #: 20200050950

Receipt#: 2815844  
Clerk: MP  
Rec Date: 09/28/2020 11:13:41 AM  
Doc Grp: D  
Descrip: MISC  
Num Pgs: 7  
Rec'd Frm: HARRIS BEACH PLLC

Party1: HAMPTON PARK LLC  
Party2: ORANGE COUNTY INDUSTRIAL DEV  
AGENCY  
Town: HAMPTONBURGH (TN)  
1-1-9.1

Recording:

Recording Fee	55.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Cross References	1.00
TP584	5.00

Sub Total: 81.00

Transfer Tax  
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 81.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
Transfer Tax #: 1628  
Transfer Tax  
Consideration: 0.00

Total: 0.00

Payment Type: Check \_\_\_  
Cash \_\_\_  
Charge \_\_\_  
No Fee \_\_\_

Comment: \_\_\_\_\_

Ann G. Rabbitt  
Orange County Clerk

Record and Return To:

ELECTRONICALLY RECORDED BY INGeo

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**OMNIBUS AMENDMENT**

**BY AND BETWEEN**

**ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

**AND**

**HAMPTON PARK LLC**

---

**DATED AS OF AUGUST 1, 2020**

**Property Address:**

Vacant Land on Neelytown Road  
Town of Hamptonburgh  
Orange County, New York 12549

**Tax Map Parcel Nos.:**

1-1-9.1 and 1-1-9.2

**Affected Tax Jurisdictions:**

Orange County  
Town of Hamptonburgh  
Goshen Central School District

**Record and Return to:**

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

TAX MAP #s: 1-1-9.1 and 1-1-9.2

## **OMNIBUS AMENDMENT**

**THIS OMNIBUS AMENDMENT**, dated as of August 1, 2020, by and between **HAMPTON PARK LLC**, a limited liability company formed and validly existing under the laws of the State of New York with offices at 1364 U.S. 9, Castleton, New York 12033 (the "Company"), and the **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at Orange County Business Accelerator, 4 Crotty Lane, Suite 100, New Windsor, New York 12553 (the "Agency").

### **WITNESSETH:**

**WHEREAS**, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York (the "State"); and

**WHEREAS**, the Agency previously agreed to undertake a certain project for the benefit of the Company consisting of: (A) the acquisition by the Agency of a leasehold interest in an aggregate approximately 11.8±-acre parcel of vacant land located on Neelytown Road in the Town of Hamptonburgh, Orange County, New York (collectively, the "Land"); (B)(i) development of the Land, including construction of an access road, grading, installing a well and septic system and creating a pond area; and (ii) the construction on the Land of (1) an approximately 1,750 square-foot one-story office building; and (2) an approximately 6,000 square-foot two-story building to be used as an equipment maintenance facility for repairing dump trucks and heavy construction equipment (collectively, the "Improvements"); and (C) the acquisition and installation in, on and around the Improvements of certain items of machinery, equipment and other tangible personal property, including, but not limited to, hydraulic jacks, compressors, air tools, motor lifts, tool sets, storage cabinets, copiers, computers, furniture and fixtures (collectively, the "Equipment" and, together with the Land and the Improvements, the "Facility"); and

**WHEREAS**, in connection with the undertaking by the Agency of the Project, the Agency and Company entered into a "straight-lease transaction" (as defined in the Section 854(15) of the Enabling Act) (the "Straight Lease Transaction"); and

**WHEREAS**, the Straight Lease Transaction entailed the execution by Agency and the Company of certain transactional documents and instruments including: (a) that certain Agent, Financial Assistance and Project Agreement, dated as of August 21, 2019, by and between the Agency and the Company (the "Agent Agreement"), pursuant to which the Agency appointed the Company as an agent of the Agency; (b) that certain Lease Agreement, dated as of August 1, 2019, by and between the Company and the Agency (the "Lease Agreement"), a memorandum of which was recorded in the office of the Orange County Clerk on September 19, 2019 in Book 14627 of Deeds, at Page 1103 (the "Memorandum of Lease") and the New York State Department of Tax and Finance Form TP-584; (c) that certain Leaseback Agreement, dated as of August 1, 2019, by and between the Agency and Company (the "Leaseback Agreement"), a memorandum of which was recorded in the office of the Orange County Clerk on September 19,

2019 in Book 14627 of Deeds, at Page 1119 (the "Memorandum of Leaseback") and the New York State Department of Tax and Finance Form TP-584; (d) that certain Tax Agreement, dated as of August 1, 2019, by and between the Agency and the Company (the "Tax Agreement") along with the New York State Board of Real Property Services Form RP-412-a and (e) that certain Environmental Compliance and Indemnification Agreement, dated as of August 1, 2019, from the Company (the "Environmental Compliance Agreement"; and collectively with the foregoing documents identified above as (a) through (d), the "Agency Documents"); and

**WHEREAS**, the Company has notified the Agency that as a result of a longer than anticipated construction period, the Company has requested that the Agency amend the Leaseback Agreement and the Tax Agreement in order to delay commencement of the financial assistance provided thereunder by one (1) year, and the parties hereto desire to amend the Leaseback Agreement; and the parties hereto desire to amend the Agency Documents to reflect the same.

**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:

**SECTION 1.** The Leaseback Agreement is amended as follows:

1. The reference to December 31, 2030 in Section 2.5(b) of the Leaseback Agreement shall be changed to December 31, 2031.
2. Any other references to December 31, 2030 in the Leaseback Agreement shall be changed to December 31, 2031.

**SECTION 2.** Each of the Memorandum of Lease and the Memorandum of Leaseback are further amended as follows:

1. The reference to December 31, 2030 in each of Sections 3 and 5 of the Memorandum of Lease and the Memorandum of Leaseback, respectively, shall be changed to December 31, 2031.

**SECTION 3.** All other provisions of the Agency Documents shall remain in full force and effect.

**SECTION 4.** This Omnibus Amendment shall be recorded or filed, as the case may be, in the Office of the Clerk of Orange County, New York, or in such other office as may at the time be provided by law as the proper place for the recordation or filing thereof.

*[Remainder of Page Intentionally Left Blank]*

[Signature Page to Omnibus Amendment]

IN WITNESS WHEREOF, the Agency and the Company have caused this Omnibus Amendment to be executed in their respective names, all as of the date first above written.

**ORANGE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By:  \_\_\_\_\_  
Name: Laurie Villasuso  
Title: Chief Executive Officer

**HAMPTON PARK LLC**

By: \_\_\_\_\_  
Name: Mark Servidone  
Title: Member

[Signature Page to Omnibus Amendment]

IN WITNESS WHEREOF, the Agency and the Company have caused this Omnibus Amendment to be executed in their respective names, all as of the date first above written.

**ORANGE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

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

Name: Laurie Villasuso

Title: Chief Executive Officer

**HAMPTON PARK LLC**

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

Name: Mark Servidone

Title: Member



[Acknowledgement Page to Omnibus Amendment]

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

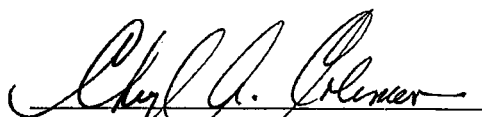
On the 15<sup>th</sup> day of ~~June~~ <sup>September</sup> in the year 2020, before me, the undersigned, personally appeared **LAURIE VILLASUSO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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

LORI A. PALMER  
Notary Public, State of New York  
No. 01PA4848797  
Qualified in Monroe County  
Commission Expires May 31, 2023

On the 3<sup>rd</sup> day of ~~June~~ <sup>September</sup> in the year 2020, before me, the undersigned, personally appeared **MARK SERVIDONE**, 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 executed the same in his capacity, and that by his signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

Cheryl A Coleman  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES MARCH 6, 2025