

CITY OF GENEVA INDUSTRIAL DEVELOPMENT AGENCY

APPLICATION FOR FINANCIAL ASSISTANCE

Wine Country Hospitality LLC
(Applicant Name)

Mathew Horn
Executive Director

47 Castle Street
Geneva, NY 14456

Phone: 315-789-4393 Fax: 315-789-4294

<http://visitgenevany.com/do-business/industrial-development-agency>
business@ocnyida.com

Updated April 2015

CITY OF GENEVA INDUSTRIAL DEVELOPMENT AGENCY

APPLICATION FOR FINANCIAL ASSISTANCE

I. APPLICANT INFORMATION

Company Name: Wine Country Hospitality LLC
Mailing Address: 2580 Baird Road, Penfield NY 14526
Phone No.: 585-248-6000
Fax No.: 585-248-5630
Fed Id. No.: 47-2920551
Contact Person: James Taylor, Managing Member, jimt@buildtaylor.com

Principal Owners/Officers/Directors (list owners with 15% or more in equity holdings with percentage ownership):

James Taylor, Manager
Daniel Hogan, Financial Manager
Barbara Purvis, Property Manager

Corporate Structure (*attach schematic if applicant is a subsidiary or otherwise affiliated with another entity*)

Form of Entity

☐ Corporation

Date of Incorporation: _____
State of Incorporation: _____

☐ Partnership

General _____ or Limited _____
Number of general partners _____
If applicable, number of limited partners _____

Date of formation _____
Jurisdiction of Formation _____

X Limited Liability Company/Partnership (number of members 11)

Date of Organization: 2/20/15
State of Organization: New York

☐ Sole Proprietorship

If a foreign organization, is the applicant authorized to do business in the State of New York?

APPLICANT'S COUNSEL

Name: Woods, Oviatt, Gilman, LLP, Steve Tierney

Address: 700 Crossroads Building, Rochester NY 14614

Phone No.: 585-987-2839

Fax No.: 585-454-3968

Email: stierney@woodsoviatt.com

II. PROJECT INFORMATION

A) Describe the proposed acquisitions, construction or reconstruction and a description of the costs and expenditures expected.

Purchase of vacant land, construction and furnishing of 84-room limited service hotel.

B) Furnish a copy of any environmental application presently in process of completion concerning this project, providing name and address of the agency, and copy all pending or completed documentation and determinations.

Site plan, zoning and SEQR approved 4/15/13 and renewed on 9/24/14.
Building and plumbing permits will be available by 4/15/15.

If any of the above persons, or a group of them, owns more than a 50% interest in the company, list all other organizations which are related to the company by virtue of such persons having more than a 50% interest in such organizations.

Is the company related to any other organization by reason of more than 50% common ownership? If so, indicate name of related organization and relationship.

Has the company (or any related corporation or person) made a public offering or private placement of its stock within the last year? If so, please provide offering statement used.

Project Data

1. Project site (land)

- (a) Indicate approximate size (in acres or square feet) of project site.

- (b) Are there buildings now on the project site? _____ Yes ☒ No

- (c) Indicate the present use of the project site.

Vacant Land

- (d) Indicate relationship to present user of project.

2. Does the project involve acquisition of an existing building or buildings? If yes, indicate number, size and approximate age of buildings:

No.

3. Does the project consist of the construction of a new building or buildings? If yes, indicate number and size of new buildings:

Yes. One 52,000 square foot building.

4. Does the project consist of additions and/or renovations to existing buildings? If yes, indicate nature of expansion and/or renovation:

No

5. What will the building or buildings to be acquired, constructed or expanded be used for by the company? (Include description of products to be manufactured, assembled or processed, and services to be rendered. . .

Limited service hotel

. . . *including* the percentage of building(s) to be used for office space and an estimate of the percentage of the functions to be performed at such office not related to the day-to-day operations of the facilities being financed.)

6. If any space in the project is to be leased to third parties, indicate total square footage of the project amount to be leased to each tenant and proposed use by each tenant.

7. List principal items or categories of equipment to be acquired as part of the project.

8. Has construction work on this project begun?

Complete the following

(a) site clearance	_____ Yes	_____ No	_____ % complete
(b) foundation	_____ Yes	_____ No	_____ % complete
(c) footings	_____ Yes	_____ No	_____ % complete
(d) steel	_____ Yes	_____ No	_____ % complete
(e) masonry work	_____ Yes	_____ No	_____ % complete
(f) other (describe below)	_____ Yes	_____ No	_____ % complete

9. Will any of the funds borrowed through the Agency be used for refinancing?

10. Is a purchaser for the bonds in place? _____

COST BENEFIT ANALYSIS:

	<u>Costs =</u> <u>Financial Assistance</u>	<u>Benefits =</u> <u>Economic Development</u>
Estimated Sales Tax Exemption	\$ _____	New Jobs Created _____
		Existing Jobs Retained _____
Estimated Mortgage Tax Exemption	\$ _____	Private Funds invested \$ _____
		Other Benefits _____
Estimated Property Tax Abatement	\$ _____	Expected Yearly Payroll \$ _____
Estimated Interest Savings IRB Issue	\$ _____	Expected Gross Receipts \$ _____

B) Project Address: 383 Hamilton Street, Geneva NY

Tax Map Number 104.18-3-47.12
(Section/Block/Lot)

Located in City of Geneva

Located in Town of _____

Located in Village of _____

School District of Geneva Central School District

C) Are utilities on site?

Water _____

Electric _____

Gas _____

Sanitary/Storm Sewer _____

D) Present legal owner of the site _____
If other than from applicant, by what means will the site be acquired for this project? _____

E) Zoning of Project Site: Current: B1 Proposed: _____

F) Are any variances needed? Yes - Height

G) Principal use of project upon completion: Limited Service Hotel

H) Will the project result in the removal of a plant or facility of the applicant from one area of the State of New York to another? No.

Will the project result in the removal of a plant or facility of another proposed occupant of the project from one area of the State of New York to another area of the State of New York? No

Will the project result in the abandonment of one or more plants or facilities located in the State of New York? No

I) Estimate how many construction/permanent jobs will be created or retained as a result of this project and the estimated annual salary range:

	<u>Number of jobs created</u>		<u>Estimated Annual Salary Range</u>
Construction:	<u>90</u>	\$	to \$
Permanent:	<u>15</u>	\$	to \$
Retained:	<u>15</u>	\$	to \$

J) Financial Assistance being applied for:

	<u>Estimated Value</u>
_____ Real Property Tax Abatement	\$
Please indicate the term of the PILOT: _____ Years	
_____ Mortgage Tax Exemption	\$
Please provide the Mortgage Amount: \$ _____	
_____ Sales and Use Tax Exemption	\$
Amount of Goods & Services to be purchased: \$ _____	
_____ Issuance by the Agency of Tax Exempt Bonds	\$

K) Project Costs (Estimates)

Land	<u>\$500,000</u>
Building	<u>\$6,500,000</u>
Equipment	<u>\$1,200,000</u>
Soft costs	<u>\$550,000</u>
Other	<u>\$450,000</u>
Total	<u>\$9,200,000</u>


III. REPRESENTATIONS BY THE APPLICANT

The Applicant understands and agrees with the Agency as follows:

- A. Job Listings In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the proposed project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the proposed project must be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entitle") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA") in which the project is located.
- B. First Consideration for Employment In accordance with Section 858-b(2) of the General Municipal Law, the applicant understands and agrees that, if the proposed project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the applicant must first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the proposed project.
- C. A liability and contract liability policy for a minimum of three million dollars will be furnished by the Applicant insuring the Agency.
- D. Annual Sales Tax Fillings In accordance with Section 874(8) of the General Municipal Law, the Applicant understands and agrees that, if the proposed project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the applicant and all consultants or subcontractors retained by the Applicant.
- E. Annual Employment Reports The applicant understands and agrees that, if the proposed project receives any Financial Assistance from the Agency, the applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the project site.
- F. Absence of Conflicts of Interest The applicant has received from the Agency a list of the members, officers, and employees of the Agency. No member, officers or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

G. Tourism Destination Applicant hereby represents and warrants that once completed, the Project will constitute a "tourism destination" as defined in Article 18-A of the New York General Municipal Law and as such will attract a significant number of visitors from outside the economic development region, comprised of the following counties: Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, and Yates.

The Applicant and the individual executing this Application on behalf of applicant acknowledge that the Agency and its counsel will rely on the representations made in this Application when acting hereon and hereby represents that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.


(Applicant Signature)

KARL SCHULER
(Name of Officer)

MEMBER
(Title)

This Application should be submitted to the City of Geneva Industrial Development Agency, c/o Frank Cecere, Chairman, 47 Castle Street, Geneva, NY 14456.

The Agency will collect an administrative fee at the time of closing.
SEE ATTACHED FEE SCHEDULE (page 10)

Transaction Counsel
RUSSELL GAENZLE, ESQ.
Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Tel: (585) 419-8718
Fax: (585) 419-8817

Attach copies of preliminary plans or sketches of proposed construction or rehabilitation or both.

Attach the following Financial Information of the Company

1. Financial statements for last two fiscal years (unless included in company's Annual Reports).
2. Company's annual reports (or Form 10-K's) for the two most recent fiscal years.
3. Quarterly reports (Form 10Q's) and current reports (Form 8-K's) since the most recent Annual Report, if any.
4. In addition, please attach the financial information described above in items 1, 2 and 3 of any expected Guarantor of the proposed bond issue, if different from the company.

HOLD HARMLESS AGREEMENT

Applicant hereby releases the CITY OF GENEVA INDUSTRIAL DEVELOPMENT AGENCY and the members, officers, servants, agents and employees thereof (the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final agreement with respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all costs incurred by the Agency in processing of the Application, including attorneys' fees, if any.

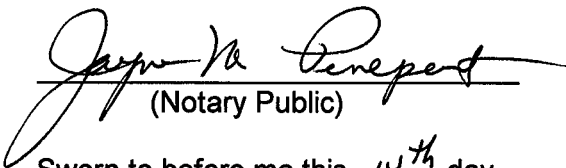


(Applicant Signature)

By: _____

Name: KARL SCHULER

Title: MEMBER



(Notary Public)

Sworn to before me this 14th day

of APRIL, 2015

JAYNE M. PENESENT
Notary Public, State of New York
Qualified in Monroe County
Commission Expires May 18, 2017

**FEE SCHEDULE FOR THE
CITY OF GENEVA IDA IS AS FOLLOWS:**

Application Fee: \$500 non-refundable, due at application.

Closing Fees/Expenses:

IDA Administrative Fee

One-percent (1%) of the project cost.

IDA Transaction Counsel Fee

\$20,000 plus disbursements (typically \$1,000).

NOTE: IDA reserves the right to seek additional IDA and Counsel fees for exceptionally complex/large transactions.

Please make all Checks payable to:

City of Geneva Industrial Development Agency

Mail to:

47 Castle Street
Geneva, NY 14456.

FINAL RESOLUTION
(Wine Country Hospitality LLC)

A regular meeting of the City of Geneva Industrial Development Agency was convened on Tuesday, May 19, 2015, at 8:00 a.m.

The following resolution was duly offered and seconded, to wit:

Resolution No. 05/2015 - ____

RESOLUTION AUTHORIZING THE CITY OF GENEVA INDUSTRIAL DEVELOPMENT AGENCY (THE "AGENCY") TO (i) TAKE TITLE TO OR A LEASEHOLD INTEREST IN CERTAIN PROPERTY LOCATED AT 383 HAMILTON STREET IN THE CITY OF GENEVA; (ii) APPOINT WINE COUNTRY HOSPITALITY LLC (THE "COMPANY") AS ITS AGENT FOR THE PURPOSE OF UNDERTAKING A CERTAIN PROJECT (AS DESCRIBED BELOW); (iii) NEGOTIATE AND EXECUTE A LEASE AGREEMENT, LEASEBACK AGREEMENT AND RELATED TAX AGREEMENT; (iv) PROVIDE FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE FACILITY, (B) A PARTIAL REAL PROPERTY TAX ABATEMENT THROUGH A TAX AGREEMENT, (C) A MORTGAGE RECORDING TAX EXEMPTION FOR THE FINANCING RELATED TO THE PROJECT; (v) EXECUTE RELATED DOCUMENTS.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 552 of the Laws of 1981 of the State of New York, as amended (hereinafter collectively called the "Act"), **CITY OF GENEVA INDUSTRIAL DEVELOPMENT AGENCY** (the "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, **WINE COUNTRY HOSPITALITY LLC** (or an affiliate, subsidiary, or entity formed on its behalf) (the "Company") has submitted an application (the "Application") to the Agency requesting the Agency's assistance with a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in an approximately 2.8-acre parcel of land located at 383 Hamilton Street, City of Geneva, New York (the "Land"); (ii) the construction on the Land of an approximately 52,000 square-foot, 84-room Fairfield Inn and Suites hotel and related amenities and improvements (the "Improvements"); and (iii) the acquisition and installation in and around the Improvements of certain items of equipment, machinery and other tangible personal property (the "Equipment", and collectively with the Land and the Improvements, the "Facility"); and

WHEREAS, it is contemplated that the Agency will (i) execute an agent agreement (the "Agent Agreement"), pursuant to which the Agency will appoint the Company as its agent for the purpose of acquiring, constructing and equipping the Facility (the "Agent Agreement"), (ii) negotiate and enter into a lease agreement (the "Lease Agreement"), leaseback agreement (the "Leaseback Agreement") and payment-in-lieu-of-tax agreement (the "Tax Agreement"), (iii) take title to or a leasehold interest in the Land, the Improvements, the Equipment and personal property constituting the Facility (once the Lease Agreement, Leaseback Agreement and Tax Agreement have been negotiated), and (iv) provide financial assistance to the Company in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction and equipping of the Facility, (b) a partial real property tax abatement structured within the Tax Agreement, and (c) a mortgage recording tax exemption for financing related to the Project (collectively, the "Financial Assistance"); and

WHEREAS, the Company has requested that the Agency provide benefits under the Tax Agreement that would deviate from the Agency's uniform tax exemption policy (the "UTEP") in the following respect: the Project constitutes a "retail" project as defined under the Act and the Tax Agreement has a fifteen (15) year term providing for payments-in-lieu-of-taxes to be paid by the Company based on a formula negotiated by and between the Company and the Agency. During Tax Agreement Years 1 through 14, the Company shall pay annually an amount equal to full taxes on the assessed value of the Land before the completion of the Project (the "Base Valuation"). In Tax Agreement Years 6 through 14, the Company will continue to pay an amount equal to full taxes on the Base Valuation, plus the following percentage of normal tax on the increase in assessed value of the Facility as a result of the Project: Year 6 - 10%; Year 7 - 20%; Years 8 - 30%; Year 9 - 40%; Year 10 - 50%; Year 11 - 60%; Year 12 - 70%; Year 13 - 80%; Year 14 - 90%. In Tax Agreement Year 15, the Facility is subject to normal ad valorem real property taxes; and

WHEREAS, pursuant to Section 874 of the Act, the Agency provided notice of its intention to deviate from its UTEP by correspondence dated May 14, 2015, mailed or delivered to Ontario County, City of Geneva, and the Geneva City Schools (collectively, the "Affected Taxing Jurisdictions"); and

WHEREAS, because the contemplated Financial Assistance is valued in excess of \$100,000, pursuant to General Municipal Law Section 859-a, on May 11, 2015, 10:00 a.m., local time, in the Geneva City Hall Conference Room at 47 Castle Street, Geneva, New York 14456, the Agency held a public hearing with respect to the Project and the proposed Financial Assistance being contemplated by the Agency (the "Public Hearing") whereat interested parties were provided a reasonable opportunity, both orally and in writing, to present their views. A copy of the minutes of the Public hearing along with the notice of Public Hearing published and forwarded to the Affected Taxing Jurisdictions at least (10) days prior to said Public Hearing are hereto attached as Exhibit A; and

WHEREAS, the Company has represented that the predominant purpose of the Project is to make goods or services which would not, but for the Project, be reasonably accessible to the residents of the City of Geneva (which finding has or will be confirmed by the Mayor of the City of Geneva); and

WHEREAS, pursuant to Article 18-A of the General Municipal Law, the Agency desires to adopt a resolution describing the Project and the Financial Assistance that the Agency is contemplating with respect to the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE CITY OF GENEVA INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Company has presented an application in a form acceptable to the Agency. Based upon representations made by the Company to the Agency in the Company's application, the Agency hereby finds and determines that:

(A) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(B) It is desirable and in the public interest for the Agency to appoint the Company as its agent for purposes of undertaking the Project; and

(C) The Agency has the authority to take the actions contemplated herein under the Act; and

(D) The action to be taken by the Agency will induce the Company to develop the Project, thereby increasing employment opportunities in the City of Geneva and otherwise furthering the purposes of the Agency as set forth in the Act; and

(E) The Project will not result in the removal of a facility or plant of the Company or any other proposed occupant of the Project from one area of the State of New York (the "State") to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project located within the State; and the Agency hereby finds that, based on the Company's Application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other facility or plant to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries; and

(F) Pursuant to Section 862 of the Act, the Project constitutes a "retail" project. Based on representations made by the Company to the Agency, the Agency hereby finds that the Project is likely to attract a significant number of visitors from outside the economic development region as established by section two-hundred thirty of the New York State Economic Development Law and therefore constitutes a "tourism destination" under the Act.

Section 2. Subject to the Company executing the Agent Agreement, the delivery to the Agency of a binder, certificate or other evidence of liability insurance policy for the Project satisfactory to the Agency, the Agency hereby authorizes the Company to proceed with the undertaking of the Project and hereby appoints the Company as the true and lawful agent of the

Agency: (i) to undertake the Project; (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency with the authority to delegate such agency, in whole or in part, to agents, subagents, contractors, and subcontractors of such agents and subagents and to such other parties as the Company chooses; and (iii) in general, to do all things which may be requisite or proper for completing the Project, all with the same powers and the same validity that the Agency could do if acting in its own behalf; provided, however, the Agent Agreement shall expire on **June 30, 2016** (unless extended for good cause by the Executive Director or other authorized representative of the Agency).

Section 3. Based upon representations and warranties made by the Company in the Application, the Agency hereby authorizes and approves the Company, as its agent, to make purchases of goods and services relating to the Project, that would otherwise be subject to New York State and local sales and use tax in an amount up to **\$3,925,000**, which result in New York State and local sales and use tax exemption benefits ("sales and use tax exemption benefits") not to exceed **\$294,375**. The Agency agrees to consider any requests by the Company for increase to the amount of sales and use tax exemption benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services. Pursuant to Section 875(3) of the New York General Municipal Law, the Agency may recover or recapture from the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, any sales and use tax exemption benefits taken or purported to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, if it is determined that: (i) the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, is not entitled to the sales and use tax exemption benefits; (ii) the sales and use tax exemption benefits are in excess of the amounts authorized to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project; (iii) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the sales and use tax exemption benefits are taken in cases where the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project. As a condition precedent of receiving sales and use tax exemption benefits, the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, shall (i) cooperate with the Agency in its efforts to recover or recapture any sales and use tax exemption benefits, and (ii) promptly pay over any such amounts to the Agency that the Agency demands.

Section 4. The Public Hearing held by the Agency on May 11, 2015, concerning the Project and the Financial Assistance was duly held in accordance with the Act, including but not limited to the giving of at least (10) days published notice of the Public Hearing (such notice also provided to the Chief Executive Officer of each Affected Taxing Jurisdiction), affording interested parties a reasonable opportunity, both orally and in writing to present their views with respect to the Project.








Section 5. The Chair, Vice Chair and/or Executive Director of the Agency are hereby authorized, on behalf of the Agency, to negotiate and execute the Agent Agreement and negotiate (A) the Lease Agreement whereby the Company leases the Project to the Agency, (B) the related Leaseback Agreement conveying the Project back to the Company, and (C) the Tax Agreement; *provided*, (i) the rental payments under the Leaseback Agreement include payments of all costs incurred by the Agency arising out of or related to the Project and indemnification of the Agency by the Company for actions taken by the Company and/or claims arising out of or related to the Project; and (ii) the terms of the Tax Agreement are consistent with the Agency's Uniform Tax Exemption Policy or the procedures for deviation have been complied with.

Section 6. The Agency's approval of the Tax Agreement, after due consideration, is consistent with the deviation notice letters transmitted by or on behalf of the Agency on or about May 14, 2015, to each of the Affected Taxing Jurisdictions and shall provide abatements from real property taxes with respect to the Facility in the following respect: the Project constitutes a "retail" project as defined under the Act and the Tax Agreement has a fifteen (15) year term providing for payments-in-lieu-of-taxes to be paid by the Company based on a formula negotiated by and between the Company and the Agency. During Tax Agreement Years 1 through 14, the Company shall pay annually an amount equal to full taxes on the assessed value of the Land before the completion of the Project (the "Base Valuation"). In Tax Agreement Years 6 through 14, the Company will continue to pay an amount equal to full taxes on the Base Valuation, **plus** the following percentage of normal tax on the increase in assessed value of the Facility as a result of the Project: Year 6 - 10%; Year 7 - 20%; Years 8 - 30%; Year 9 - 40%; Year 10 - 50%; Year 11 - 60%; Year 12 - 70%; Year 13 - 80%; Year 14 - 90%. In Tax Agreement Year 15, the Facility is subject to normal ad valorem real property taxes.

Section 6. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 7. These Resolutions shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to vote on roll call, which resulted as follows:

	<i>Yea</i>	<i>Nay</i>	<i>Absent</i>	<i>Abstain</i>
Frank Cecere	[]	[]	[]	[]
Teresa Angelo	[]	[]	[]	[]
Lawrence Bley	[]	[]	[]	[]
Mary Lou Presutti	[]	[]	[]	[]
Anne Nenneau	[]	[]	[]	[]
Robert Anania	[]	[]	[]	[]
Robert Eberle	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

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CERTIFICATION

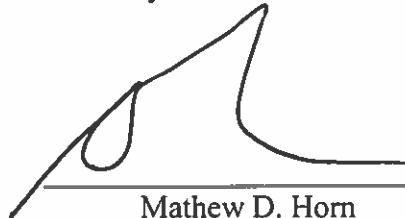
STATE OF NEW YORK)
) SS.:
COUNTY OF ONTARIO)

I, MATHEW D. HORN, the undersigned, EXECUTIVE DIRECTOR of the City of Geneva Industrial Development Agency the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on May 19, 2015, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 19th day of May, 2015.



Mathew D. Horn

EXHIBIT A

Notice Documents
[Attached hereto]

**City of Geneva
INDUSTRIAL DEVELOPMENT AGENCY**

47 Castle Street
P.O. Box 273
Geneva, New York 14456
Tel: (315) 789-4393
Fax: (315) 789-4294

April 24, 2015

NOTICE LETTER

To: Attached Distribution List

**Re: City of Geneva Industrial Development and Wine Country
Hospitality LLC: Public Hearing with Respect to Proposed Project**

Ladies and Gentlemen:

On Monday, May 11, 2015, at 10:00 a.m., local time, at the Geneva City Hall, 2nd Floor Conference Room, 47 Castle Street, Geneva, New York 14456, the City of Geneva Industrial Development Agency (the "Agency") will conduct a public hearing regarding the above-referenced project. Attached is a copy of the Notice of Public Hearing describing the project and the financial assistance contemplated by the Agency. The Notice has been submitted to *The Finger Lakes Times* for publication.

You are welcome to attend such hearing at which time you will have an opportunity to review the project application and present your views, both orally and in writing, with respect to the project. We are providing this notice to you, pursuant to General Municipal Law Section 859-(a), as the chief executive officer of an affected tax jurisdiction within which the project is located.

Very truly yours,

**CITY OF GENEVA INDUSTRIAL
DEVELOPMENT AGENCY**

DISTRIBUTION LIST

Ontario County Administrator
Ontario County Municipal Building
20 Ontario Street
Canandaigua, New York 14424

City of Geneva
Attn: Mayor
Geneva City Hall
47 Castle Street
Geneva, New York 14456

Geneva City Schools
Attn: Superintendent
400 West North Street
Geneva, New York 14456

Ontario County Board of Supervisors
Attn: Chairman
Ontario County Municipal Building
20 Ontario Street
Canandaigua, New York 14424

City of Geneva
Attn: City Manager
Geneva City Hall
47 Castle Street
Geneva, New York 14456

Geneva City Schools
Attn: President, Board of Education
400 West North Street
Geneva, New York 14456

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York General Municipal Law will be held by the City of Geneva Industrial Development Agency (the "Agency") on Monday, May 11, 2015, at 10:00 a.m., local time, at the Geneva City Hall, 2nd Floor Conference Room, 47 Castle Street, Geneva, New York 14456, in connection with the following matter:

Wine Country Hospitality LLC, for itself or on behalf of an entity to be formed by it or on its behalf (the "Company"), has submitted an application (the "Application") to the Agency requesting the Agency's assistance with a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in an approximately 2.8-acre parcel of land located at 383 Hamilton Street, City of Geneva, New York (the "Land"); (ii) the construction on the Land of an approximately 52,000 square-foot, 84-room Fairfield Inn and Suites hotel and related amenities and improvements (the "Improvements"); and (iii) the acquisition and installation in and around the Improvements of certain items of equipment, machinery and other tangible personal property (the "Equipment", and collectively with the Land and the Improvements, the "Facility").

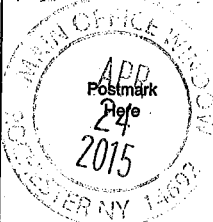
The Agency will acquire title to, or a leasehold interest in, the Facility and lease the Facility back to the Company. The Company will operate the Facility during the term of the lease. At the end of the lease term, the Company will purchase the Facility from the Agency, or if the Agency holds a leasehold interest, the leasehold interest will be terminated. The Agency contemplates that it will provide financial assistance (the "Financial Assistance") to the Company in the form of sales and use tax exemptions and a mortgage recording tax exemption, consistent with the policies of the Agency, and a partial real property tax abatement.

A representative of the Agency will be at the above-stated time and place to present a copy of the Company's Application and hear and accept written and oral comments from all persons with views in favor of or opposed to or otherwise relevant to the proposed Financial Assistance.

Dated: April 28, 2015

By: CITY OF GENEVA INDUSTRIAL
DEVELOPMENT AGENCY

**Evidence of Mailing Notice Letter
Wine Country Hospitality - 277624**

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>		
For delivery information, visit our website at www.usps.com ®.		
OFFICIAL USE		
Abbinck 7014 2120 0002 1264 2493	Postage \$ <u>0.48</u> Certified Fee <u>3.30</u> Return Receipt Fee (Endorsement Required) <u>2.70</u> Restricted Delivery Fee (Endorsement Required) _____ Total Postage & Fees \$ <u>6.48</u>	
		
		Sent To Geneva City Schools, Attn: Superintendent Street & Apt. No., or PO Box No. <u>400 West North Street</u> City, State, ZIP+4 <u>Geneva New York 14456</u>
		PS Form 3800, July 2014
		See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <u>x Tony Caraballo</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) <u>Tony Caraballo</u> C. Date of Delivery <u>4-27-15</u> D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below: _____	
1. Article Addressed to: Geneva City Schools Attn: Superintendent 400 West North Street Geneva, New York 14456		3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery	
2. Article Number (Transfer from service label) <u>7014 2120 0002 1264 2493</u>		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
PS Form 3811, July 2013		Domestic Return Receipt <u>WCH - Notice</u>	

276149

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Wine Country Hospitality - 277624**

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For delivery information, visit our website at www.usps.com ®.	
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Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.48

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Sent To
 Ontario County Board of Supervisors, Attn: Chairman
 Street & Apt. No.,
 or PO Box No. 20 Ontario Street
 City, State, ZIP+4 Canandaigua, New York 14424 *WCH Notice*
 PS Form 3800, July 2014 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <i>Cindy Maper</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee B. Received by (Printed Name) <i>Cindy Maper</i> C. Date of Delivery <i>4-27-15</i> D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
1. Article Addressed to: Ontario County Board of Supervisors Attn: Chairman Ontario County Municipal Building 20 Ontario Street Canandaigua, New York 14424		3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery	
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Sent To City of Geneva, Attn: Mayor Street & Apt. No., or PO Box No. 47 Castle Street City, State, ZIP+4 Geneva, New York 14456											
PS Form 3800, July 2014											

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See Reverse for Instructions

SENDER: COMPLETE THIS SECTION <ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	COMPLETE THIS SECTION ON DELIVERY
1. Article Addressed to: City of Geneva Attn: Mayor Geneva City Hall 47 Castle Street Geneva, New York 14456	A. Signature  B. Received by (Printed Name) Susan L Durand C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
2. Article Number (Transfer from service label)	3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
7014 1820 0001 9606 4645	
PS Form 3811, July 2013 Domestic Return Receipt WCH - Notice	

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Wine Country Hospitality - 277624**

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For delivery information, visit our website at www.usps.com ®.													
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Postage	\$ 0.48	0692 40 Postmark Here MOCKING											
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Total Postage & Fees		\$ <i>66.48</i>											
Sent To Ontario County Administrator, Ontario County Municipal Bldg. Street & Apt. No., or PO Box No. 20 Ontario Street City, State, ZIP+4 Canandaigua, New York 14424 PS Form 3806, July 2014 WCH Notice See Reverse for Instructions													

SENDER: COMPLETE THIS SECTION <ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	COMPLETE THIS SECTION ON DELIVERY A. Signature <i>x Cindy Mages</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) C. Date of Delivery <i>4-27-15</i> D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
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PS Form 3811, July 2013 Domestic Return Receipt <i>WCH-Notice</i>	

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**Evidence of Mailing Notice Letter
Wine Country Hospitality - 277624**

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Sent To Geneva City Schools, Attn: President, Board of Education Street & Apt. No., or PO Box No. 400 West North Street City, State, ZIP+4 Geneva, New York 14456 PS Form 3800, July 2014											
WCH-Notice See Reverse for Instructions											

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
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For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Postage	\$ 48
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Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.48

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Abbate

Sent To
City of Geneva, Attn: City Manager, Geneva City Hall
Street & Apt. No.,
or PO Box No. 47 Castle Street
City, State, ZIP+4 Geneva, New York 14456
PS Form 3800, July 2014

Postmark Here
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NEW YORK, NY

WCH-Notice
See Reverse for Instructions

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<p>1. Article Addressed to:</p> <p>City of Geneva Attn: City Manager Geneva City Hall 47 Castle Street Geneva, New York 14456</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery </p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
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PS Form 3811, July 2013		Domestic Return Receipt	

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State of New York, COUNTY OF ONTARIO CITY OF GENEVA

Veronica M. Bain of the City of Geneva, County of Ontario, being duly sworn, doth depose and say that, Authorized Designee, Finger Lakes Publishing, Inc., publishers of the FINGER LAKES TIMES a Daily, Newspaper, published in Geneva, in said County: and that the notice of which the annexed, is a printed copy, cut from said newspaper, was printed and published in the regular edition and issue of said newspaper Finger Lakes Times for 1 ~~x~~ successive beginning 4/28/2015 and ending 4/28/2015.

Veronica M. Bain

KELLY MARIE PETERS

Notary Public - State of New York

No. 01PE6279182

Qualified in Seneca County

My Commission Expires April 8, 2017

Kelly Marie Peters

20170224

**NOTICE OF PUBLIC
HEARING**

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York General Municipal Law will be held by the City of Geneva Industrial Development Agency (the "Agency") on Monday, May 11, 2015, at 10:00 a.m., local time, at the Geneva City Hall, 2nd Floor Conference Room, 47 Castle Street, Geneva, New York 14456, in connection with the following matter:

Wine Country Hospitality LLC, for itself or on behalf of an entity to be formed by it or on its behalf (the "Company"), has submitted an application (the "Application") to the Agency requesting the Agency's assistance with a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in an approximately 2.8-acre parcel of land located at 383 Hamilton Street, City of Geneva, New York (the "Land"); (ii) the construction on the Land of an approximately 52,000 square-foot, 84-room Fairfield Inn and Suites hotel and related amenities and improvements (the "Improvements"); and (iii) the acquisition and installation in and around the Improvements of certain items of equipment, machinery and other tangible personal property (the "Equipment"), and

collectively with the Land and the Improvements, the "Facility").

The Agency will acquire title to, or a leasehold interest in, the Facility and lease the Facility back to the Company. The Company will operate the Facility during the term of the lease. At the end of the lease term, the Company will purchase the Facility from the Agency, or if the Agency holds a leasehold interest, the leasehold interest will be terminated. The Agency contemplates that it will provide financial assistance (the "Financial Assistance") to the Company in the form of sales and use tax exemptions and a mortgage recording tax exemption, consistent with the policies of the Agency, and a partial real property tax abatement.

A representative of the Agency will be at the above-stated time and place to present a copy of the Company's Application and hear and accept written and oral comments from all persons with views in favor of or opposed to or otherwise relevant to the proposed Financial Assistance.

Dated: April 28, 2015

By:

CITY OF GENEVA
INDUSTRIAL
DEVELOPMENT
AGENCY

Classified Advertising Invoice

Finger Lakes Times

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00282785	04/28/2015	04/28/201	01	Legal 102 PHear Fairfield Inn	1	15.1	1	43.56
00282785	04/28/2015	04/28/201	01	First day Public Notice	1	15.1	1	10.89

Please return a copy with payment

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**GENEVA INDUSTRIAL DEVELOPMENT AGENCY
PUBLIC HEARING—WINE COUNTRY HOSPITALITY INCENTIVE PACKAGE**

May 11, 2015

10:00 a.m.

Geneva City Hall Conference Room

MEETING MINUTES

The Hearing was called to order at 10:00 a.m. by the Agency's Executive Director, Matt Horn. Documents related to the proposed incentive package were made available for inspection.

With no comments offered by the public, Mr. Horn closed the hearing at 10:15.

AFFIRMED this 11th day of May, 2015:

A handwritten signature in black ink, appearing to be 'MH', is written above a solid horizontal line.

Matt Horn
Executive Director
Geneva Industrial Development Agency

AGENT AGREEMENT

THIS AGREEMENT, dated as of the 9th day of July, by and between the **CITY OF GENEVA INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, having its offices at 47 Castle Street, Geneva, New York 14456 (the "Agency") and **WINE COUNTRY HOSPITALITY LLC**, a New York limited liability company with offices at 2580 Baird Road, Penfield, New York 14526 (the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 552 of the Laws of 1981 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; and

WHEREAS, the Company has requested the Agency's assistance with a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in an approximately 1.898-acre parcel of land located at 383 Hamilton Street, City of Geneva, New York (the "Land"); (ii) the construction on the Land of an approximately 52,000 square-foot, 84-room Fairfield Inn and Suites hotel and related amenities and improvements (the "Improvements"); and (iii) the acquisition and installation in and around the Improvements of certain items of equipment, machinery and other tangible personal property (the "Equipment", and collectively with the Land and the Improvements, the "Facility") and

WHEREAS, by Resolution adopted on May 19, 2015 (the "Resolution"), the Agency authorized the Company to act as its agent for the purposes of undertaking the Project subject to the Company entering into this Agent Agreement and, pursuant to the Resolution and this Agent Agreement, the Company has the power to delegate such agency, in whole or in part, to agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and subagents and to such other parties as the Company chooses including but not limited to the individuals and entities described on Schedule A attached hereto. The Company shall have the right to amend Schedule A from time to time and shall be responsible for maintaining an accurate list of all parties acting as agent for the Agency.

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:

1. Scope of Agency. The Company hereby agrees to limit its activities as agent for the Agency under the authority of the Resolution to acts reasonably related to the acquisition, construction and equipping of the Facility and the installation thereof in and around the Facility of the Equipment. The right of the Company to act as agent of the Agency shall expire on **June 30, 2016**, unless extended as contemplated by the Resolution. The aggregate amount of work performed as Agent for the Agency shall not exceed the amounts described in the Application of the Company in this matter. All contracts entered into by the Company as agent for the Agency shall include the following language:

"This contract is being entered into by **Wine Country Hospitality LLC [Subagent]** (the "Agent"), as agent for and on behalf of the **City of Geneva Industrial Development Agency** (the "Agency"), in connection with a certain project of the Agency for the benefit of the Agent consisting in part of the acquisition and installation of certain machinery, equipment and building materials, all for incorporation and installation in certain premises located at 383 Hamilton Street, Geneva, New York (the "Premises"). The machinery, equipment and building materials to be incorporated and installed in the Premises and all services and rentals of equipment related to the acquisition, construction and equipping of the project shall be exempt from all New York State and local sales and use taxes if the acquisition thereof is effected in accordance with the terms and conditions of the attached sales tax exemption procedures cover letter of the Agency; and the Agent hereby represents that this contract is in compliance with the terms of that certain Agent Agreement, dated as of July 9, 2015, by and between the Agency and Wine Country Hospitality LLC (the "Agent Agreement"). This contract is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever. By execution or acceptance of this contract, the vendor/contractor hereby acknowledges and agrees to the terms and conditions set forth in this paragraph."

2. Representations and Covenants of the Company. The Company makes the following representations and covenants in order to induce the Agency to proceed with the Project:

(a) The Company is a limited liability company duly formed and validly existing under the laws of the State of New York (the "State"), has the authority to enter into this Agreement and has duly authorized the execution and delivery of this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

(c) The Facility and the operation thereof will conform with all applicable zoning, planning, building and environmental laws and regulations of governmental authorities having jurisdiction over the Facility, and the Company shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection (c).

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any way diminish or adversely impact on the Company's ability to fulfill its obligations under this Agreement.

(e) The Company covenants that the Facility will comply in all respects with all environmental laws and regulations, and, except in compliance with environmental laws and regulations, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Facility except in compliance with all material applicable laws, (ii) the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Facility or onto any other property, (iii) that no asbestos will be incorporated into or disposed of on the Facility, (iv) that no underground storage tanks will be located on the Facility, and (v) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence. The Company upon receiving any information or notice contrary to the representations contained in this Section shall immediately notify the Agency in writing with full details regarding the same. The Company hereby releases the Agency from liability with respect to, and agrees to defend, indemnify, and hold harmless the Agency, its executive director, directors, members, officers, employees, agents (except the Company), representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section. In the event the Agency in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed with respect to the Facility, the Company agrees to pay the expenses of same to the Agency upon demand, and agrees that upon failure to do so, its obligation for such expenses shall be deemed to be additional rent.

(f) Any personal property acquired by the Company in the name of the Agency shall be located in the City of Geneva, New York, except for temporary periods during ordinary use.

(g) In accordance with Section 875(3) of the New York General Municipal Law, the Company covenants and agrees that, if it receives New York State and local sales and use tax exemption benefits ("sales and use tax exemption benefits") from the Agency, and it is determined that: (i) the Company is not entitled to the sales and use tax exemption benefits; (ii) the sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company; (iii) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the sales and use tax exemption benefits are taken in cases where the Company fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project, then the Company will (i) cooperate with the Agency in its efforts to recover or recapture any sales and use tax exemption benefits, and (ii) promptly pay over any such amounts to the Agency that the Agency demands in connection therewith. The Company further understands and agrees that in the event that the Company fails to pay over such amounts to the Agency, the New York State Tax Commissioner may assess and determine New York State and

local sales and use taxes due from the Company, together with any relevant penalties and interest due on such amounts.

(h) The Company further covenants that the purchase of goods and services relating to the Project and subject to New York State and local sales and use taxes are estimated in amount up to **\$3,925,000**, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency cannot exceed **\$294,375**.

(i) The Company further covenants and agrees to complete "IDA Appointment of Project Operator or Agent For Sales Tax Purposes" (NYS Form ST-60), in the form attached hereto as Exhibit A, for each agent, subagent, contractor, subcontractor, if any, contractors or subcontractors of such agents and subagents, if any, and to such other parties as the Company chooses who provide materials, equipment, supplies or services and execute said form as agent for the Agency (or have the general contractor, if any or other designated subagent execute) and forward said form to the State Department of Taxation and Finance within thirty (30) days of appointment.

(j) The Company further covenants and agrees to file an annual statement with the State Department of Taxation and Finance on "Annual Report of Sales and Use Tax Exemptions" (NYS Form ST-340), in the form attached hereto as Exhibit B, regarding the value of sales and use tax exemptions the Company, its agents, subagents, consultants or subcontractors have claimed pursuant to the agency conferred on the Company with respect to the Project in accordance with General Municipal Law Section 874(8). The Company further covenants and agrees that it will, within thirty (30) days of each filing, provide a copy of same to the Agency; provided, however, in no event later than February 15th of each year. The Company understands and agrees that the failure to file such annual statement will result in the removal of the Company's authority to act as agent for the Agency.

(k) The Company acknowledges and agrees that all purchases made in furtherance of the Project shall be made using "IDA Agent or Project Operator Exempt Purchase Certificate" (NYS Form ST-123, a copy of which is attached hereto as Exhibit C, and it shall be the responsibility of the Company (and not the Agency) to complete NYS Form ST-123. The Company acknowledges and agrees that it shall identify the Project on each bill and invoice for such purchases and further indicate on such bills or invoices that the Company is making purchases of tangible personal property or services for use in the Project as agent of the Agency. For purposes of indicating who the purchaser is, the Company acknowledges and agrees that the bill or invoice should state:

"I, the _____ of [Wine Country Hospitality LLC / Subagent], certify that I am a duly appointed agent of the City of Geneva Industrial Development Agency ("IDA") and that I am purchasing the tangible personal property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under the agent agreement with the City of Geneva Industrial Development Agency."

The Company further acknowledges and agrees that the following information shall be used by the Company to identify the Project on each bill and invoice:

Name of Project:

Wine Country Hospitality LLC Project

Street Address of Project Site:

383 Hamilton Street, City of Geneva, NY

IDA OSC Project Code:

3201-15-01-A

(l) The Company acknowledges and agrees that, except to the extent of bond proceeds (to the extent bonds are issued by the Agency with respect to the Project), the Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, invoice, bill or purchase order in any manner and to any extent whatsoever (including payment or performance obligations), and the Company shall be the sole party liable thereunder.

(m) Pursuant to Section 862 of the Act, the Project constitutes a "retail" project. Based on representations made by the Company to the Agency, the Agency hereby finds that the Project is likely to attract a significant number of visitors from outside the economic development region as established by section two-hundred thirty of the New York State Economic Development Law and therefore constitutes a "tourism destination" under the Act.

3. Hold Harmless Provision. The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its executive director, directors, officers, members employees, agents (except the Company), representatives, successors and assigns harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation, or the use thereof or the presence on, in or about the Facility or breach by the Company of this Agreement or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, rehabilitating, constructing, renovation, equipping, owning and leasing of the Equipment or the Facility, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective members, directors, officers, agents (except the Company) or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability, except that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Agency or any other person or entity to be indemnified.

4. Insurance Required. Effective as of the date hereof and until the Agency consents in writing to a termination, the Company shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(a) (i) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less

than the full replacement value of the Facility, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company or (ii) as an alternative to the above requirements (including the requirement of periodic appraisal), the Company may insure the Facility under a blanket insurance policy or policies covering not only the Facility but other properties as well.

(b) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which the Agency or the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Facility.

(c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than **\$1,000,000** per accident or occurrence on account of personal injury, including death resulting therefrom, and **\$1,000,000** per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable workers' compensation law; and a blanket excess liability policy in the amount not less than **\$3,000,000**, protecting the Company against any loss or liability or damage for personal injury or property damage.

5. Additional Provisions Respecting Insurance.

(a) All insurance required by Section 4(a) above shall name the Agency as a named insured and all other insurance required under Section 4 above shall name the Agency as an additional insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall provide for (i) payment of the losses of the Company and the Agency as their respective interest may appear, and (ii) at least thirty (30) days prior written notice of the cancellation thereof to the Company and the Agency.

(b) All such policies of insurance, or a certificate or certificates of the insurers that such insurance is in force and effect, shall be deposited with the Agency on the date hereof. Prior to expiration of any such policy, the Company shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agreement.

6. This 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.

7. 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: City of Geneva Industrial Development Agency
47 Castle Street
Geneva, New York 14456
Attn: Executive Director

With a Copy to: Paul Bleakley, Esq.
33 Seneca Street
Geneva, New York 14456

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

To the Company: Wine Country Hospitality LLC
2580 Baird Road
Penfield, New York 14526
Attn: James Taylor, Managing Member

With a Copy to: Woods, Oviatt, Gilman, LLP
700 Crossroads Building
Rochester, New York 14614
Attn: Steve Tierney, 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 received or delivery of same is refused by the recipient or personally delivered in the manner provided in this Section.

8. This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State 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 Ontario County, New York.

9. The parties are contemplating that, after any applicable public hearings, the Agency will negotiate and enter into a lease agreement ("Lease Agreement"), leaseback agreement (the "Leaseback Agreement") and Tax agreement (the "Tax Agreement") with the Company. The Company agrees not to take title to any real property as agent for the Agency until the Lease Agreement, Leaseback Agreement and Tax Agreement have been executed and delivered. At any time prior to the execution of the Lease Agreement, Leaseback Agreement and Tax Agreement, the Agency can transfer title to the Company of all assets acquired by the Company as agent for the Agency. Additionally, at any time prior to execution of the Lease Agreement, Leaseback Agreement and Tax Agreement, the Company can demand that the Agency transfer title to the Company with respect to all assets acquired by the Company as agent for the Agency, provided all amounts owed the Agency have been paid current.

10. By executing this Agent Agreement, the Company covenants and agrees to pay all fees, costs and expenses incurred by the Agency for (i) legal services in connection with the Project, including but not limited to those provided by the Agency's general and transaction counsel, and (ii) other consultants retained by the Agency in connection with the Project; with all such charges to be paid by the Company at the closing or, if the closing does not occur, within ten (10) business days of receipt of the Agency's invoices therefore. The Company is entitled to receive a written estimate of fees and costs of the Agency's general and transaction counsel.

The Company further covenants and agrees that the Company is liable for payment to the Agency of all charges referred to above, as well as all other actual costs and expenses incurred by the Agency in undertaking the Project notwithstanding the occurrence of any of (i) the Company's withdrawal, abandonment, cancellation or failure to pursue the Project; (ii) the inability of the Agency or the Company to procure the services of one or more financial institutions to provide financing for the Project; or (iii) the Company's failure, for whatever reason, to undertake and/or successfully complete the Project.

11. The aggregate sales and use tax exemption benefits afforded to the Company by the Agency under this Agent Agreement shall be limited to \$100,000 until such time as a public hearing has been held and a subsequent resolution is adopted by the Agency.

[The Balance of This Page Intentionally Left Blank]

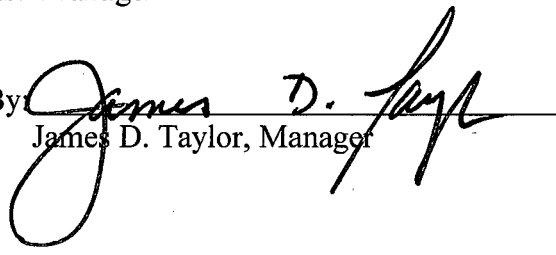
[Signature Page to Agent Agreement]

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

CITY OF GENEVA INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Matthew D. Horn, Executive Director

WINE COUNTRY HOSPITALITY LLC
By: Union Crossings, LLC
Its: Manager

By: 
James D. Taylor, Manager

SCHEDULE A

LIST OF APPOINTED SUBAGENTS¹	DATE SUBAGENT APPOINTED	DATE FORM ST-60 FILED WITH NYS IDA UNIT
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		
11. _____		
12. _____		
13. _____		
14. _____		

¹ FOR EACH SUBAGENT APPOINTED BY THE COMPANY, A NYS FORM ST-60 MUST BE COMPLETED AND FILED WITH NYS DEPARTMENT OF TAXATION AND FINANCE INDICATING THE APPOINTMENT OF SUCH SUBAGENT OF THE COMPANY.

EXHIBIT A

**FORM OF NYS FORM ST-60 TO BE COMPLETED
BY WINE COUNTRY HOSPITALITY LLC AND FILED WITH NYS IDA UNIT
FOR EACH OF ITS SUBAGENTS**

[Attached Next Page]

**IDA Appointment of Project Operator or Agent
For Sales Tax Purposes****ST-60**

(4/13)

The industrial development agency or authority (IDA) **must** submit this form within 30 days of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

Name of IDA City of Geneva Industrial Development Agency		IDA project number (use OSC numbering system for projects after 1998) 3201 15 01A	
Street address 47 Castle Street		Telephone number (315) 789-4393	
City Geneva		State NY	ZIP code 14456
Name of IDA project operator or agent	Mark an X in the box if directly appointed by the IDA: <input type="checkbox"/>	Employer identification or social security number	
Street address	Telephone number ()	Primary operator or agent? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City	State	ZIP code	
Name of project Wine Country Hospitality LLC Project		Purpose of project (see instructions) Retail/Services: (Hotel)	
Street address of project site 383 Hamilton Street			
City Geneva		State NY	ZIP code 14456
Description of goods and services intended to be exempted from New York State and local sales and use taxes		Goods/services used to construct an approximately 52,000 sq ft 84-room Fairfield Inn and Suites	

Date project operator or agent appointed (mm/dd/yy)	Date project operator or agent status ends (mm/dd/yy)	06/30/16	Mark an X in the box if this is an extension to an original project: <input type="checkbox"/>
Estimated value of goods and services that will be exempt from New York State and local sales and use tax:		Estimated value of New York State and local sales and use tax exemption provided:	

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer or employee signing on behalf of the IDA Matthew D. Horn	Print title Executive Director	
Signature 	Date 07/09/2015	Telephone number (315) 789-4393

Instructions**Filing requirements**

An IDA must file this form within 30 days of the date the IDA appoints any project operator or other person as agent of the IDA, for purposes of extending any sales and compensating use tax exemptions.

The IDA must file a separate form for each person it appoints as agent, whether directly or indirectly, and regardless of whether the person is the primary project operator or agent. If the IDA authorizes a project operator or agent to appoint other persons as agent of the IDA, the operator or agent making such an appointment must advise the IDA that it has done so, so that the IDA can file a form within 30 days of the date of the new agent's appointment. The IDA should not file this form for a person hired to work on an IDA project if that person is not appointed as agent of the IDA. The IDA need not file this form if the IDA does not extend any sales or use tax exemption benefits for the project.

If an IDA modifies a project, such as by extending it beyond its original completion date, or by increasing or decreasing the amount of sales and use tax exemption benefits authorized for the project, the IDA must, within 30 days of the change, file a new form with the new information.

If an IDA amends, revokes, or cancels the appointment of an agent, or if an agent's appointment becomes invalid for any reason, the IDA must, within 30 days, send a letter to the address below for filing this form, indicating that the appointment has been amended, revoked, or cancelled, or is no longer valid, and the effective date of the change. It should attach to the letter a copy of the form it originally filed. The IDA need not send a letter for a form that is not valid merely because the "Completion date of project" has passed.

Purpose of project

Purpose of project, enter one of the following:

- | | |
|-----------------------------------|-------------------|
| Services | Construction |
| - Agriculture, forestry, fishing | - Wholesale trade |
| - Finance, insurance, real estate | - Retail trade |
| - Transportation, communication, | - Manufacturing |
| electric, gas, sanitary services | - Other (specify) |

Mailing instructions

Mail completed form to:

**NYS TAX DEPARTMENT
IDA UNIT
W A HARRIMAN CAMPUS
ALBANY NY 12227**

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1098, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?**Internet access: www.tax.ny.gov**

(for information, forms, and publications)

**Sales Tax Information Center:**

(518) 485-2889

To order forms and publications:

(518) 457-5431

**Text Telephone (TTY) Hotline**

(for persons with hearing and

speech disabilities using a TTY):

(518) 485-5082

EXHIBIT B

**FORM OF NYS FORM ST-340 TO BE COMPLETED
AND FILED ANNUALLY BY WINE COUNTRY HOSPITALITY LLC**

[Attached Next Page]

**Annual Report of Sales and Use Tax Exemptions
Claimed by Agent/Project Operator of
Industrial Development Agency/Authority (IDA)****ST-340**

(3/11)

OSC Project Code:
3201-15-01A

For Period Ending December 31, _____ (enter year)

Project information

Name of IDA agent/project operator Wine Country Hospitality LLC		Federal employer identification number (FEIN) 47-2920551	
Street address 2580 Baird Road		Telephone number (585) 248-6000	
City Penfield		State NY	ZIP code 14526
Name of IDA agent/project operator's authorized representative, if any		Title	
Street address		Telephone number ()	
City		State	ZIP code
Name of IDA City of Geneva IDA			
Name of project Wine Country Hospitality LLC Project			
Street address of project site 383 Hamilton Street			
City Geneva		State NY	ZIP code 14456

- 1 Project purpose (mark an X in the appropriate box):
- | | | |
|---------------------------------------------------------------------------------------------|--------------------------------------------------------------|------------------------------------------------------------|
| <input checked="" type="checkbox"/> Services | <input type="checkbox"/> Construction | <input type="checkbox"/> Agriculture, forestry, fishing |
| <input type="checkbox"/> Wholesale trade | <input checked="" type="checkbox"/> Retail trade | <input type="checkbox"/> Finance, insurance or real estate |
| <input type="checkbox"/> Transportation, communication, electric, gas, or sanitary services | | |
| <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Other (specify) <u>HOTEL</u> | |

2 Date project began (mm/dd/yy): 07 / 09 / 153 Beginning date of construction or installation (mm/dd/yy; see instructions): ____ / ____ / ____; ☐ actual ☐ expected4 Completion date of construction phase of project (mm/dd/yy; see instructions): ____ / ____ / ____; ☐ actual ☐ expected5 Completion date of project (mm/dd/yy; see instructions): ____ / ____ / ____; ☐ actual ☐ expected

6 Duration of project (actual or expected; years/months): ____ / ____

7 Total sales and use tax exemptions (actual tax savings; NOT total purchases) 7 \$

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer, employee, or authorized representative signing for the IDA agent/project operator Title of person signing

Signature

Date

Failure to annually file a complete report may result in the removal of authority to act as an IDA agent/project operator.

Mail completed report to: NYS Tax Department, IDA Unit, W A Harriman Campus, Albany NY 12227.

General information

Who must file?

The General Municipal Law (GML) and the Public Authorities Law require the agent/project operator (also known as the *project occupant*) of an Industrial Development Agency or Authority (IDA) to file an annual report with the Tax Department. The agent/project operator required to file this report is the person **directly** appointed by the IDA to act for and to represent the IDA for the project. The agent/project operator is ordinarily the one for whom the IDA project was created.

There is usually only one agent/project operator directly appointed by the IDA for an IDA project. However, if the IDA directly appoints multiple agents/project operators, each agent/project operator must file this form (unless they are related corporations).

Only the agent/project operator(s) directly appointed by the IDA must file Form ST-340. Contractors, subcontractors, consultants, or agents appointed by the agent/project operator(s) should **not** themselves file Form ST-340. However, the agent/project operator(s) must include on Form ST-340 information obtained from such contractors, subcontractors, consultants, and agents, as described below.

What must be reported?

The report must show the **total value of all state and local sales and use taxes exempted** during the calendar year, as a result of the project's designation as an IDA project. This includes:

- the value of the exemptions obtained by the agent/project operator; and
- the value of the exemptions obtained by your contractors, subcontractors, consultants, and others, whether or not appointed as agents of the IDA.

The report requires only the **total combined** exemptions obtained by the above people. A break down of the total is not required. However, since the report must include the value of the exemptions they obtained, the agent/project operator must keep records of the amounts others report to the agent/project operator.

It is important that the agent/project operator make it clear to the contractors, subcontractors, consultants, and others that they must keep accurate tax information and have it available so that the agent/project operator can comply with the annual reporting requirements.

Do not include in this report the amount of any sales and use tax exemptions arising out of other provisions of the Tax Law (for example, manufacturer's production equipment exemption, research and development exemption, or contractor's exemption for tangible personal property incorporated into a project of an exempt organization).

See instructions below for additional information required.

When is the report due?

You must file Form ST-340 on a calendar-year basis. It is due by the last day of February of the following year. The reporting requirement applies to IDA projects started on or after July 21, 1993.

Project information

At the top of the form, identify the reporting period by entering the year in the space provided. If an address is required, always include the ZIP code.

Name of IDA agent/project operator

Enter the name, address, federal employer identification number (FEIN), and telephone number of the IDA agent/project operator.

Name of IDA agent/project operator's authorized representative

Enter the name, address, title (for example, attorney or accountant), and telephone number of the individual authorized by the IDA agent/project operator to submit this report.

Name of IDA

Enter the name and address of the IDA. If more than one IDA is involved in a particular project, the IDA agent/project operator must file a separate report for the tax exemptions attributable to each IDA.

Name of project

Enter the name of the project and the address of the project site. If the IDA agent is involved in more than one project, a separate report must be filed by the IDA agent/project operator for each project, even if authorized by the same IDA.

Line instructions

Line 1 — Project purpose — Mark an **X** in the box that identifies the purpose of the project. If you mark *Other*, please be specific in identifying its purpose.

Line 2 — Enter the date the project started (this means the earliest of the date of any bond or inducement resolution, the execution of any lease, or any bond issuance). Include month, day, and year.

Line 3 — Enter the date you, or your general contractor or subcontractor, actually began, or expect to begin, construction or installation on the project. Mark an **X** in the appropriate box to indicate if the date entered is actual or expected. If the project does not involve any construction, enter **Does not apply**.

Line 4 — Enter the date the construction phase of the project was completed or is expected to be completed. Mark an **X** in the appropriate box to indicate if the date entered is actual or expected.

Line 5 — Enter the date installation, lease, or rental of property (for example, machinery or computers) on the project ended or the date the project is expected to be completed. Mark an **X** in the appropriate box to indicate if the date entered is actual or expected.

Line 6 — Enter the total number of years and months from the project's inception to its completion or expected completion.

Line 7 — Enter the total amount of New York State and local sales and use taxes exempted during the reporting period (if none, enter 0) as a result of the project's receipt of IDA financial assistance. This includes exemptions obtained at the time of purchase as well as through a refund or credit of tax paid. Include the sales and use taxes exempted on purchases of property or services incorporated into or used on the exempt project. This includes the taxes exempted on purchases made by or on behalf of the agent/project operator, the general contractor for the project, and any subcontractors, consultants, or others. Do **not** enter total purchases on line 7.

Signature area

Enter the name and title of the person signing on behalf of the IDA agent/project operator (for example, the IDA agent/project operator's officer, employee, or other authorized representative). The IDA agent/project operator's officer, employee, or authorized representative must sign the report. Enter the date signed.

Mail completed report to: **NYS Tax Department, IDA Unit, W A Harriman Campus, Albany NY 12227.**

Need help?



Internet access: www.tax.ny.gov
(for information, forms, and publications)



Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431



Text Telephone (TTY) Hotline
(for persons with hearing and speech disabilities using a TTY): (518) 485-5082

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

EXHIBIT C-1

**NYS FORM ST-123
FOR
WINE COUNTRY HOSPITALITY LLC**

[Attached Next Page]



New York State Department of Taxation and Finance

New York State Sales and Use Tax

**IDA Agent or Project Operator
Exempt Purchase Certificate****Effective for projects beginning on or after June 1, 2014****ST-123**
(2/14)

This certificate is not valid unless all entries have been completed.

Note: To be completed by the purchaser and given to the seller. See TSB-M-14(1.1)S, *Sales Tax Reporting and Recordkeeping Requirements for Industrial Development Agencies and Authorities*, for more information.

Name of seller	Name of agent or project operator Wine Country Hospitality LLC		
Street address	Street address 2580 Baird Road		
City, town, or village	State	ZIP code	
Penfield	NY	14526	
Agent or project operator sales tax ID number (see instructions)			

Mark an **X** in one: ☐ Single-purchase certificate ☒ Blanket-purchase certificate (valid only for the project listed below)**To the seller:**

You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

Project information

I certify that I am a duly appointed agent or project operator of the named IDA and that I am purchasing the tangible personal property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under my agreement with the IDA.

Name of IDA City of Geneva IDA		
Name of project Wine Country Hospitality LLC Project		IDA project number (use OSC number) 3201-15-01A
Street address of project site 383 Hamilton Street (Outparcel at Geneva Shopping Center)		
City, town, or village City of Geneva	State NY	ZIP code 14456
Enter the date that you were appointed agent or project operator (mm/dd/yy) 07 / 09 / 15	Enter the date that agent or project operator status ends (mm/dd/yy) 06 / 30 / 16	

Exempt purchases(Mark an **X** in boxes that apply)

- ☐ A. Tangible personal property or services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) used to complete the project, but not to operate the completed project
- ☐ B. Certain utility services (gas, propane in containers of 100 pounds or more, electricity, refrigeration, or steam) used to complete the project, but not to operate the completed project
- ☐ C. Motor vehicle or tangible personal property installed in a qualifying motor vehicle

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Signature of purchaser or purchaser's representative (include title and relationship)	Date
Type or print the name, title, and relationship that appear in the signature box	

Instructions

To the purchaser

You may use Form ST-123 if you:

- have been appointed as an agent or project operator by an industrial development agency (IDA) and
- the purchases qualify for exemption from sales and use tax as described in the IDA contract.

You may use Form ST-123 as a single-purchase certificate or as a blanket certificate covering the first and subsequent purchases qualifying for the project listed.

Agent or project operator sales tax ID number — If you are registered with the Tax Department for sales tax purposes, you must enter your sales tax identification number on this certificate. If you are not required to be registered, enter *N/A*.

Industrial development agencies and authorities (IDAs) are public benefit corporations under General Municipal Law Article 18-A and the Public Authorities Law, for the purpose of promoting, developing, encouraging, and assisting in the acquisition, construction, reconstruction, improvement, maintenance, equipping, and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreational facilities in New York State.

IDAs are exempt from the payment of sales and use tax on their purchases, in accordance with Tax Law section 1116(a)(1). However, IDAs do not normally make direct purchases for projects. Commonly, IDAs instead appoint a business enterprise or developer, contractor, or subcontractor as its agent or project operator. Such purchases made by the agent or project operator, acting within the authority granted by the IDA, are deemed to be made by the IDA and therefore exempt from tax.

Example 1: IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment necessary for completion of the project, as agent for the IDA. Contractor X rents a backhoe and a bulldozer for site preparation, purchases concrete and lumber to construct a building, and purchases machinery to be installed in the building. All these purchases by contractor X as agent of the IDA are exempt from tax.

Example 2: IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment to be incorporated into the project, as agent for the IDA. Contractor X makes the same purchases as in Example 1. Since the concrete, lumber, and machinery will actually be incorporated into the project, contractor X may purchase these items exempt from tax. However, rental of the backhoe and bulldozer is not exempt since these transactions are normally taxable and the IDA agreement does not authorize contractor X to make such rentals as agent of the IDA.

A contractor or subcontractor not appointed as agent or project operator of an IDA must present suppliers with Form ST-120.1, *Contractor Exempt Purchase Certificate*, when making purchases that are ordinarily exempt from tax in accordance with Tax Law sections 1115(a)(15) and 1115(a)(16). For more information, see Form ST-120.1.

Exempt purchases

To qualify, the purchases must be made within the authority granted by the IDA and used to complete the project (not to operate the completed project).

- Mark box A to indicate you are purchasing tangible personal property and services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) exempt from tax.
- Mark box B to indicate you are purchasing certain consumer utility services used in completing the project exempt from tax. This includes gas, electricity, refrigeration, and steam; and gas, electric, refrigeration, and steam services.
- Mark box C to indicate you are purchasing a motor vehicle or tangible personal property related to a qualifying motor vehicle exempt from tax.

Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- A penalty equal to 100% of the tax due;
- A \$50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the seller

When making purchases as agent or project operator of an IDA, the purchaser must provide you with this exemption certificate with all entries completed to establish the right to the exemption. You **must** identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

As a New York State registered vendor, you may accept an exemption certificate in lieu of collecting tax and be protected from liability for the tax if the certificate is valid. The certificate will be considered valid if it is:

- accepted in good faith;
- in your possession within 90 days of the transaction; and
- properly completed (all required entries were made).

An exemption certificate is accepted in good faith when you have no knowledge that the exemption certificate is false or is fraudulently given, and you exercise reasonable ordinary due care. If you do not receive a properly completed certificate within 90 days after the delivery of the property or service, you will share with the purchaser the burden of proving the sale was exempt.

You must also maintain a method of associating an invoice (or other source document) for an exempt sale with the exemption certificate you have on file from the purchaser. You must keep this certificate at least three years after the due date of your sales tax return to which it relates, or the date the return was filed, if later.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

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- get information and manage your taxes online
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(518) 485-2889

To order forms and publications:

(518) 457-5431



Text Telephone (TTY) Hotline

(for persons with hearing and speech disabilities using a TTY):

(518) 485-5082

EXHIBIT C-2

**NYS FORM ST-123
FOR
SUBAGENTS OF WINE COUNTRY HOSPITALITY LLC**

[Attached Next Page]



New York State Department of Taxation and Finance

New York State Sales and Use Tax

IDA Agent or Project Operator

Exempt Purchase Certificate

Effective for projects beginning on or after June 1, 2014

ST-123

(2/14)

This certificate is not valid unless all entries have been completed.

Note: To be completed by the purchaser and given to the seller. See TSB-M-14(1.1)S, *Sales Tax Reporting and Recordkeeping Requirements for Industrial Development Agencies and Authorities*, for more information.

Name of seller	Name of agent or project operator
Street address	Street address
City, town, or village State ZIP code	City, town, or village State ZIP code
Agent or project operator sales tax ID number (see instructions)	

Mark an **X** in one: ☐ Single-purchase certificate ☒ Blanket-purchase certificate (valid only for the project listed below)**To the seller:**

You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

Project information

I certify that I am a duly appointed agent or project operator of the named IDA and that I am purchasing the tangible personal property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under my agreement with the IDA.

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City, town, or village City of Geneva	State NY	ZIP code 14456
Enter the date that you were appointed agent or project operator (mm/dd/yy)	/	/
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Exempt purchases(Mark an **X** in boxes that apply)

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- in your possession within 90 days of the transaction; and
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This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

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Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

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(for persons with hearing and speech disabilities using a TTY):

(518) 485-5082

August 10, 2015

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

AMY ABBINK
PARALEGAL
DIRECT: (585) 419-8744
FAX: (585) 419-8817
AABBINK@HARRISBEACH.COM

To: Assessor and Affected Taxing Jurisdiction
Officials on Schedule A

***Re: City of Geneva Industrial Development Agency and Wine Country Hospitality
LLC: Distribution of NYS Form RP-412-a and Tax Agreement***

Ladies and Gentlemen:

On behalf of the City of Geneva Industrial Development Agency, I have enclosed for you, the Assessor and Chief Elected Officials of each taxing jurisdiction within which the above-referenced project is located, an Application for Real Property Tax Exemption on Form RP-412-a with attached Tax Agreement.

Should you have questions, please contact me at (585) 419-8744.

Very truly yours,



Amy Abbink
Paralegal

ACA:ah
Enclosures

Schedule A

Ontario County

Ontario County Administrator
Ontario County Municipal Building
20 Ontario Street
Canandaigua, New York 14424

Ontario County Board of Supervisors
Attn: Chair
Ontario County Municipal Building
20 Ontario Street
Canandaigua, New York 14424

Real Property Tax Department
Attn: Director
Ontario County Municipal Building
20 Ontario Street
Canandaigua, New York 14424

City of Geneva

City of Geneva
Attn: Mayor
Geneva City Hall
47 Castle Street
Geneva, New York 14456

City of Geneva
Attn: City Manager
Geneva City Hall
47 Castle Street, 3rd Floor
Geneva, New York 14456

City of Geneva
Attn: Assessor
Geneva City Hall
47 Castle Street
Geneva, New York 14456

Geneva City School District

Geneva City Schools
Attn: Superintendent
400 West North Street
Geneva, New York 14456

Geneva City Schools
Attn: President, Board of Education
400 West North Street
Geneva, New York 14456

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Return Receipt Fee (Endorsement Required) 2.80	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$ 8.33	
Sent To Real Property Tax Department, Attn: Director <hr/> Street & Apt. No., or PO Box No.	
Ontario County Municipal Bldg, 20 Ontario St. <hr/> City, State, ZIP+4 Canandaigua, New York 14424	
PS Form 3800, July 2014	

Evidence of Mailing Wine Country Tax Agreement - 277624

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Sent To Ontario County Administrator, Ontario County Municipal Bldg. Street & Apt. No., or PO Box No. 20 Ontario Street City, State, ZIP+4 Canandaigua, New York 14424 <i>Wine Country PILOT</i> PS Form 3800, July 2014 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature x <i>T. Sale</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) <i>T. Sale</i> C. Date of Delivery <i>8-12-15</i> D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
1. Article Addressed to: Ontario County Administrator Ontario County Municipal Building 20 Ontario Street Canandaigua, New York 14424		3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
2. Article Number (Transfer from service label) 7014 1820 0001 9606 4928		<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	
PS Form 3811, April 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

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For delivery information, visit our website at www.usps.com ®.											
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7014 1820 0001 9606 4973 Abbink	<table border="1"> <tr> <td>Postage</td> <td>\$ 2.08</td> </tr> <tr> <td>Certified Fee</td> <td>3.45</td> </tr> <tr> <td>Return Receipt Fee (Endorsement Required)</td> <td>2.80</td> </tr> <tr> <td>Restricted Delivery Fee (Endorsement Required)</td> <td></td> </tr> <tr> <td>Total Postage & Fees</td> <td>\$ 8.33</td> </tr> </table>	Postage	\$ 2.08	Certified Fee	3.45	Return Receipt Fee (Endorsement Required)	2.80	Restricted Delivery Fee (Endorsement Required)		Total Postage & Fees	\$ 8.33
Postage	\$ 2.08										
Certified Fee	3.45										
Return Receipt Fee (Endorsement Required)	2.80										
Restricted Delivery Fee (Endorsement Required)											
Total Postage & Fees	\$ 8.33										
Sent To City of Geneva, Attn: Mayor, Geneva City Hall Street & Apt. No., or PO Box No. 47 Castle Street City, State, ZIP+4 Geneva, New York 14456 PS Form 3800, July 2014											
Wine Country PILOT See Reverse for Instructions											

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature X <i>[Signature]</i>	
1. Article Addressed to: City of Geneva Attn: Mayor Geneva City Hall 47 Castle Street Geneva, New York 14456		<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
2. Article Number (Transfer from service label) 7014 1820 0001 9606 4973		B. Received by (Printed Name) KARE WRIGHT	
9590 9403 0267 5155 4280 37		C. Date of Delivery	
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
PS Form 3811, April 2015 PSN 7530-02-000-9053		Wine Country PILOT Domestic Return Receipt	

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Sent To City of Geneva, Attn: City Manager, Geneva City Hall Street & Apt. No., or PO Box No. 47 Castle Street, 3rd Floor City, State, ZIP+4 Geneva, New York 14456 <u>Wine Country PILOT</u> PS Form 3800, July 2014 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <u>[Signature]</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) <u>KARL WRIGHT</u> C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
1. Article Addressed to: City of Geneva Attn: City Manager Geneva City Hall 47 Castle Street, 3rd Floor Geneva, New York 14456 9590 9403 0267 5155 4280 44		3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 7014 1820 0001 9606 4966		PS Form 3811, April 2015 PSN 7530-02-000-9053 <u>Wine Country PILOT</u> Domestic Return Receipt	

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Postage \$ <u>2.05</u> Certified Fee <u>3.00</u> Return Receipt Fee (Endorsement Required) <u>2.80</u> Restricted Delivery Fee (Endorsement Required) Total Postage & Fees \$ <u>8.35</u>	Postmark Here
Sent To City of Geneva, Attn: Assessor, Geneva City Hall Street & Apt. No., or PO Box No. <u>47 Castle Street</u> City, State, ZIP+4 Geneva, New York 14456	
PS Form 3800, July 2014 See Reverse for Instructions	

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2. Article Number (Transfer from service label) <u>7014 1820 0001 9606 4959</u>		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)		<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	
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Sent To Ontario County Board of Supervisors, Attn: Chair Street & Apt. No., or PO Box No. Ontario County Municipal Bldg, 20 Ontario St City, State, ZIP+4 Canandaigua, New York 14424 Wine Country PILOT PS Form 3800, July 2014 See Reverse for Instructions	

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■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <u>T. Scale</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) <u>T. SCALE</u> C. Date of Delivery <u>8-12-15</u> D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
1. Article Addressed to: Ontario County Board of Supervisors Attn: Chair Ontario County Municipal Building 20 Ontario Street Canandaigua, New York 14424 9590 9403 0286 5155 8358 85		3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 7014 2120 0002 1264 2011		PS Form 3811, April 2015 PSN 7530-02-000-9053 Wine Country PILOT Domestic Return Receipt	

Evidence of Mailing Wine Country Tax Agreement - 277624

Evidence of Mailing Wine Country Tax Agreement - 277624

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7014 1820 0001 9606 4935 Abbink	<table border="1"> <tr> <td>Postage</td> <td>\$ 2.08</td> </tr> <tr> <td>Certified Fee</td> <td>3.45</td> </tr> <tr> <td>Return Receipt Fee (Endorsement Required)</td> <td>2.80</td> </tr> <tr> <td>Restricted Delivery Fee (Endorsement Required)</td> <td></td> </tr> <tr> <td>Total Postage & Fees</td> <td>\$ 8.33</td> </tr> </table>	Postage	\$ 2.08	Certified Fee	3.45	Return Receipt Fee (Endorsement Required)	2.80	Restricted Delivery Fee (Endorsement Required)		Total Postage & Fees	\$ 8.33
Postage	\$ 2.08										
Certified Fee	3.45										
Return Receipt Fee (Endorsement Required)	2.80										
Restricted Delivery Fee (Endorsement Required)											
Total Postage & Fees	\$ 8.33										
Sent To Geneva City Schools, Attn: President, Board of Education Street & Apt. No., or PO Box No. 400 West North Street City, State, ZIP+4 Geneva, New York 14456 Wine Country PILOT											
PS Form 3800, July 2014 See Reverse for Instructions											

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY			
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <i>x Tony Caraballo</i>			
1. Article Addressed to: Geneva City Schools Attn: President, Board of Education 400 West North Street Geneva, New York 14456		<table border="1"> <tr> <td> B. Received by (Printed Name) <i>Tony Caraballo</i> </td> <td> C. Date of Delivery <i>8/12</i> </td> </tr> </table>		B. Received by (Printed Name) <i>Tony Caraballo</i>	C. Date of Delivery <i>8/12</i>
B. Received by (Printed Name) <i>Tony Caraballo</i>	C. Date of Delivery <i>8/12</i>				
2. Article Number (Transfer from service label) 7014 1820 0001 9606 4935		D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No			
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)		<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery			
PS Form 3811, April 2015 PSN 7530-02-000-9053 Wine Country PILOT Domestic Return Receipt					

Evidence of Mailing Wine Country Tax Agreement - 277624

Evidence of Mailing Wine Country Tax Agreement - 277624

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Sent To
 Geneva City Schools, Attn: Superintendent
 Street & Apt. No.,
 or PO Box No. 400 West North Street
 City, State, ZIP+4
 Geneva, New York 14456 *Wine Country PILOT*

PS Form 3800, July 2014 See Reverse for Instructions

2014 1820 0001 9606 4942

Abbink

Postmark Here

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- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:
 Geneva City Schools
 Attn: Superintendent
 400 West North Street
 Geneva, New York 14456

2. Article Number (Transfer from service label)
 7014 1820 0001 9606 4942

9590 9403 0286 5155 8358 54

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Tony Caraballo ☐ Agent ☐ Addressee

B. Received by (Printed Name)
Tony Caraballo

C. Date of Delivery
8/12

D. Is delivery address different from item 1? ☒ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
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☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 *Wine Country PILOT* Domestic Return Receipt

Evidence of Mailing Wine Country Tax Agreement - 277624



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 City of Geneva Industrial Development Agency
Street 47 Castle Street
City Geneva, New York 14456
Telephone no. Day (315) 789-6104
Evening ()
Contact Matthew Horn
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name Wine Country Hospitality LLC
Street 2580 Baird Road
City Penfield, New York 14526
Telephone no. Day (585) 248-6000
Evening ()
Contact James D. Taylor
Title Manager

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year)
104.18-3-42.123
- b. Street address
383 Hamilton Street
- c. City, Town or Village City of Geneva
- d. School District Geneva CSD
- e. County Ontario
- f. Current assessment
- g. Deed to IDA (date recorded; liber and page)
Lease to IDA (11/30/12; L. 01288, P. 0851)

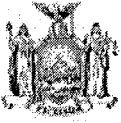
4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) Property will be the site of an
52,000 square-foot, 84-room "Fairfield Inn and Suites" hotel
- b. Type of construction Hotel
- c. Square footage 52,000 new
- d. Total cost \$9,200,000 - per Occupant's
- e. Date construction commenced 30 days after closing
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)
December 31, 2031

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 Please see attached Tax Agreement dated as of July 1, 2015, by and between
IDA and Occupant
- b. Projected expiration date of agreement December 31, 2031



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)

4. Is the property receiving or has the property ever received any other exemption from real property taxation. Yes

The property (the "Leased Premises") **received an exemption** from real property taxation under that certain PILOT Agreement, dated as of October 1, 2012, by and between the City of Geneva Industrial Development Agency and Geneva Land LLC (copy available upon request).

The description of the Leased Premises **was amended by** that certain Omnibus Amendment to Agreements, dated January 9, 2014, by and between the City of Geneva Industrial Development Agency and Geneva Land LLC, and recorded in the Office of the Ontario County Clerk on February 21, 2014, in Liber 01312 of Deed at Page 0224 (copy available upon request).

The rights, title and interest of Geneva Land LLC **was assigned to** and assumed by Geneva Shopping Center LLC under that certain Assignment of Assumption of Agreements, dated January 9, 2014, by and from Geneva Land LLC to Geneva Shopping Center LLC and recorded in the Office of the Ontario County Clerk on February 21, 2014, in Liber 01312 of Deeds at Page 0224 (copy available upon request).

The description of Leased Premises **was further amended by** Second Omnibus Amendment to Agreements, dated as of July 30, 2015, by and between Geneva Land LLC, Geneva Shopping Center LLC and City of Geneva Industrial Development Agency and to be recorded in the Office of the Ontario County Clerk on or about July 30, 2015 (a copy of which is attached hereto as Exhibit A).

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Ontario</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Geneva</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village <u>N/A</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
School District <u>Geneva</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name James D. Taylor
 Title Manager
 Address 2580 Baird Road
Penfield, New York 14526

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

If "No" identify owner and explain IDA rights or interest

Telephone (585) 248-6000

in an attached statement. No: Occupant owns the Property and leases it to the IDA. IDA leases it back to Occupant.

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) ☒ Yes ☐ No Please see attached Rider "1"

If yes, list the statutory exemption reference and assessment roll year on which granted:
 exemption RP 412-a assessment roll year _____

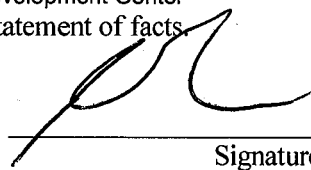
7. A copy of this application, including all attachments, has been mailed or delivered on 8/10/2015 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Matthew D. Horn, Executive Director of _____ of _____
 Name Title
City of Geneva Industrial Development Agency hereby certify that the information
 Organization Genesee County Economic Development Center
 on this application and accompanying papers constitutes a true statement of facts.

As of July 9, 2015

 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

TAX AGREEMENT

CITY OF GENEVA INDUSTRIAL DEVELOPMENT AGENCY

AND

WINE COUNTRY HOSPITALITY LLC

TAX AGREEMENT

Dated as of July 1, 2015

Street Address:

383 Hamilton Street, City of Geneva, New York

Tax Map Number:

104.18-3-42.123

Affected Tax Jurisdictions:

Ontario County

City of Geneva

Geneva City School District

TAX AGREEMENT

THIS TAX AGREEMENT (the "Agreement"), dated as of July 1, 2015, is by and between the **CITY OF GENEVA INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 47 Castle Street, Geneva, New York 14456 (the "Agency") and **WINE COUNTRY HOSPITALITY LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York with offices at 2580 Baird Road, Penfield, New York 14526 (the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 552 of the Laws of 1981 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; and

WHEREAS, the Company has requested the Agency's assistance with a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in an approximately 1.898-acre parcel of land located at 383 Hamilton Street, City of Geneva, New York (the "Land"); (ii) the construction on the Land of an approximately 52,000 square-foot, 84-room Fairfield Inn and Suites hotel and related amenities and improvements (the "Improvements"); and (iii) the acquisition and installation in and around the Improvements of certain items of equipment, machinery and other tangible personal property (the "Equipment", and collectively with the Land and the Improvements, the "Facility"); and

WHEREAS, in order to induce the Company to undertake the Project, the Agency is willing to take a leasehold interest in the Land, the Existing Improvements, the Improvements, and the Equipment constituting the Facility and lease said Land, Existing Improvements, the Improvements, and the Equipment constituting the Facility back to the Company pursuant to the terms and conditions of a certain Leaseback Agreement to be dated on or about 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 Ontario County (the "County"), the City of Geneva (the "City") and the Geneva City School District (the "School District" and, collectively with the County and the City, 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 1 - Payment in Lieu of Ad Valorem Taxes:

Section 1.1 A. Subject to the completion and filing by the taxable status date (**May 1, 2016** (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 **2017** City and County tax year and the **2016 - 2017** School District tax year. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the City, County 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. Payee. As long as the Facility is owned by or leased by the Company to the Agency or under the Agency's jurisdiction, control or supervision, the Company agrees to pay annually to the Affected Tax Jurisdictions as a payment in lieu of taxes, on or before **December 1** of each calendar year (collectively, the "Payment Date") for City, County and School District taxes commencing on **December 1, 2017** an amount equal to the "Total Tax Payment", as defined and described on Schedule A attached hereto. Such payments to be made by the Company without invoicing by or notice from the Agency or any other party.

The parties agree and acknowledge that payments made hereunder 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.

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, City 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 School District purposes, the tax rates used to determine the Tax Payment shall be the rate relating to the school 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 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 **2016 – 2017** School District tax year through the **2030 – 2031** School District tax year, and (ii) the **2017** County and City tax year through the **2031** County and City tax year. This Tax Agreement shall expire on **December 31, 2031**; *provided, however*, the Company shall pay the **2031 – 2032** School District tax bill and the **2032** County and City 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 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 lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b and 485-e 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 2 - Special District Charges, Special Assessments and other Charges. 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 3 - Transfer of Facility. 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 1 herein, or this 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 4 - 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 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 5 - Changes in Law. 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 6 - 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 1 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 1 herein 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 1 herein, if said payment is not received by the Delinquency Date defined in Section 6.1 herein, 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, 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 7 - Assignment. No portion of any interest in this 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 8 - Miscellaneous.

8.1 This 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: City of Geneva Industrial Development Agency
47 Castle Street
Geneva, New York 14456
Attn: Chairperson

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

And to: Paul Bleakley, Esq.
33 Seneca Street
Geneva, New York 14456

To the Company: Wine Country Hospitality LLC
2580 Baird Road
Penfield, New York 14526
Attn: James Taylor, Managing Member

With a Copy to: Woods, Oviatt, Gilman, LLP
700 Crossroads Building
Rochester, New York 14614
Attn: Steve Tierney, Esq.

To Five Star Bank: Five Star Bank
2851 Clover Street
Pittsford, New York 14534
Attn: Commercial Loan Dept

With Copy To: Phillips Lytle
1400 First Federal Plaza
Rochester, New York 14614
Attn: Raymond L Ruff, 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 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 Ontario 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. Neither member of the Agency nor any person executing this Agreement on its behalf shall be liable personally under this 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 Agreement.

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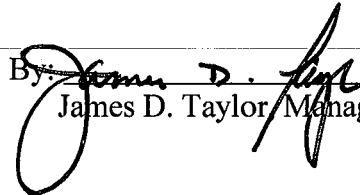
[Signature Page to Tax Agreement]

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

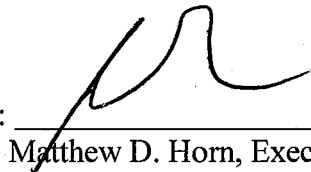
WINE COUNTRY HOSPITALITY LLC

By: Union Crossings, LLC

Its: Manager

By:  _____
James D. Taylor, Manager

CITY OF GENEVA INDUSTRIAL
DEVELOPMENT AGENCY

By:  _____
Matthew D. Horn, Executive Director

SCHEDULE A

TO TAX AGREEMENT DATED AS OF JULY 1, 2015, BY AND BETWEEN CITY OF GENEVA INDUSTRIAL DEVELOPMENT AGENCY

AND

WINE COUNTRY HOSPITALITY LLC

"Total Tax Payment" shall be calculated as follows:

<u>Tax Year</u>	<u>County and Town Tax Year</u>	<u>School Tax Year</u>	<u>Total Taxable Valuation</u>
Year 1	2017	2016-17	Base Valuation
Year 2	2018	2017-18	Base Valuation
Year 3	2019	2018-19	Base Valuation
Year 4	2020	2019-20	Base Valuation
Year 5	2021	2020-21	Base Valuation
Year 6	2022	2021-22	Base Valuation, plus (Added Value x .10)
Year 7	2023	2022-23	Base Valuation, plus (Added Value x .20)
Year 8	2024	2023-24	Base Valuation, plus (Added Value x .30)
Year 9	2025	2024-25	Base Valuation, plus (Added Value x .40)
Year 10	2026	2025-26	Base Valuation, plus (Added Value x .50)
Year 11	2027	2026-27	Base Valuation, plus (Added Value x .60)
Year 12	2028	2027-28	Base Valuation, plus (Added Value x .70)
Year 13	2029	2028-29	Base Valuation, plus (Added Value x .80)
Year 14	2030	2029-30	Base Valuation, plus (Added Value x .90)
Year 15 and thereafter.....			Full Taxes

For the term of this Tax Agreement, the Company shall pay full taxes on the assessed value of the Land and Existing Improvements before the completion of the Project (the "Base Valuation.") 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 agent of the Agency, for the Project (the "Added Value"). **The abatement schedule shall allow for a 90% exemption from taxation for the Added Value in the Tax Year 6, with such exemption being eliminated in 10% increments every year thereafter.**

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 the Tax Year 14, 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

EXHIBIT A

SECOND OMNIBUS AMENDMENT TO AGREEMENTS

GENEVA LAND LLC,
As Lessor

And

GENEVA SHOPPING CENTER, LLC
As Assignee

TO

CITY OF GENEVA INDUSTRIAL DEVELOPMENT AGENCY,
As Lessee

SECOND OMNIBUS
AMENDMENT TO AGREEMENTS

Dated as of July 30, 2015

Tax Map Number(s):
Formerly part of 104.18-03-47.12;
**Now 104.18-03-47.122; 104.18-03-47.123;
104.18-03-47.124; and part of 104.18-03-47.121.**

RECORD AND RETURN TO:
Amy Abbink
Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534

SECOND OMNIBUS AMENDMENT TO AGREEMENTS

THIS SECOND OMNIBUS AMENDMENT TO AGREEMENTS, dated as of July 10, 2015 is hereby entered by and between **GENEVA LAND LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York with offices at 1080 Pittsford Victor Road, Pittsford, New York 14534 (the "Company" or "Lessor"), **GENEVA SHOPPING CENTER, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York with offices at 414 Eagle Rock Avenue, Suite 208, West Orange, New Jersey 07052 ("Assignee") and **CITY OF GENEVA INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 47 Castle Street, Geneva, New York 14456 (the "Agency" or "Lessee").

WITNESSETH:

WHEREAS, by lease agreement dated as of October 1, 2012 (the "Company Lease"), by and between the Company and the Agency, the Company, as lessor, leased to the Agency, as lessee, certain real property and improvements located in the City of Geneva, Ontario County, New York (the "Leased Premises"); and

WHEREAS, a memorandum of the Company Lease was recorded in the Office of the Ontario County Clerk on November 30, 2012, in Liber 01288 of Deeds at Page 0851 (the "Company Lease Memorandum"); and

WHEREAS, by lease agreement dated as of October 1, 2012 (the "Leaseback Agreement"), by and between the Agency and the Company, the Agency, as sub-lessor, leased to the Company, as sub-lessee, its interest in Leased Premises; and

WHEREAS, a memorandum of the Leaseback Agreement was recorded in the Office of the Ontario County Clerk on November 30, 2012, in Liber 01288 of Deeds at Page 0852 (the "Leaseback Agreement Memorandum"); and

WHEREAS, the Company and Assignee entered into that certain Assignment and Assumption of Agreements dated January 9, 2014 and recorded in the Office of the Ontario County Clerk on February 21, 2014, in Liber 01312 of Deeds at Page 0224 (the "Assignment Agreement");

WHEREAS, the description of the Leased Premises was amend by that certain Omnibus Amendment to Agreements recorded in the Office of the Ontario County Clerk on February 21, 2014, in Liber 01312 of Deeds at Page 0217 (the "Omnibus Agreement"); and

WHEREAS, all of the property referenced herein has since been re-subdivided as shown on the filed subdivision plat attached hereto as Exhibit A; and

WHEREAS, the Company is now selling approximately 1.9 acres of the intended, remaining Leased Premises (encumbered by the Company Lease, Company Lease Memorandum, Leaseback Agreement and Leaseback Agreement Memorandum) to a third party, consisting of approximately 1.9 and now designated as tax map parcel 104.18-03-47.123 (shown as Lot 3 on the attached Exhibit A and described in the attached Exhibit D; the "Excluded Premises"); and

WHEREAS, the purpose of the Assignment Agreement and Omnibus Agreement was for the Company to assign, and for the Assignee to assume, all of Company's right, title and interest in only a certain portion of the Project as defined therein (shown as Lot 2 on the attached Exhibit A and described in the attached Exhibit B; the "Assigned Premises"); and

WHEREAS, due to a scrivener's error, the Omnibus Agreement erroneously included a legal description of the Assigned Premises instead of a description of the remaining Leased Premises; and

WHEREAS, the Company and the Agency desire to correct and amend the Company Lease, Company Lease Memorandum, Leaseback Agreement, Leaseback Agreement Memorandum, Assignment Agreement and Omnibus Agreement for the purpose of amending and correcting the description of the Leased Premises to include only Lot 4 as shown on the attached Exhibit A and as described in the attached Exhibit C, and to confirm the removal of the Excluded Premises as described in Exhibit D attached hereto, from the Leased Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The Company Lease, Company Lease Memorandum, Leaseback Agreement, Leaseback Agreement Memorandum, Assignment Agreement and Omnibus Agreement are amended as follows:

1. The Assignment Agreement is hereby amended to reflect that the Company assigned, and Assignee assumed, all of Company's right, title and interest in only the Assigned Premises shown as Lot 2 on Exhibit A attached hereto and as described in Exhibit B hereto;

2. The Leased Premises under the Company Lease, Company Lease Memorandum, Leaseback Agreement, Leaseback Agreement Memorandum and Omnibus Agreement, is hereby corrected and amended to include only that property shown as Lot 4 on Exhibit A attached hereto and as described in Exhibit C attached hereto.

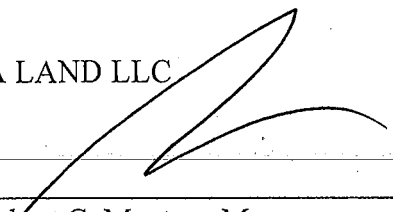
3. By virtue of this Second Omnibus Amendment to Agreements, the Excluded Premises as shown as Lot 3 on Exhibit A attached hereto and as described in Exhibit D attached hereto is hereby removed in its entirety from the Leased Premises.

4. Unless otherwise amended pursuant to the terms contained herein, the terms of the Company Lease, Company Lease Memorandum, Assignment Agreement and Omnibus Agreement shall remain unchanged.

[Signature Page to Second Omnibus Amendment of Agreements]

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

GENEVA LAND LLC

By: 
Robert C. Morgan, Manager

GENEVA SHOPPING CENTER, LLC

By: _____
Frank M. Ferrari, III, Manager

CITY OF GENEVA INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Matthew D. Horn, Executive Director

~~Premises shown as Lot 2 on Exhibit A attached hereto and as described in Exhibit B hereto;~~

2. The Leased Premises under the Company Lease, Company Lease Memorandum, Leaseback Agreement, Leaseback Agreement Memorandum and Omnibus Agreement, is hereby corrected and amended to include only that property shown as Lot 4 on Exhibit A attached hereto and as described in Exhibit C attached hereto.

3. By virtue of this Second Omnibus Amendment to Agreements, the Excluded Premises as shown as Lot 3 on Exhibit A attached hereto and as described in Exhibit D attached hereto is hereby removed in its entirety from the Leased Premises.

4. Unless otherwise amended pursuant to the terms contained herein, the terms of the Company Lease, Company Lease Memorandum, Assignment Agreement and Omnibus Agreement shall remain in full force and effect.

[Signature Page to Second Omnibus Amendment of Agreements]

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

GENEVA LAND LLC

By: _____

Robert C. Morgan, Manager

GENEVA SHOPPING CENTER, LLC

By: 

Frank M. Ferrari, III, Manager

CITY OF GENEVA INDUSTRIAL
DEVELOPMENT AGENCY

By: _____

Matthew D. Horn, Executive Director

[Signature Page to Second Omnibus Amendment of Agreements]

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

GENEVA LAND LLC

By: _____
Robert C. Morgan, Manager

GENEVA SHOPPING CENTER, LLC

By: _____
Frank M. Ferrari, III, Manager

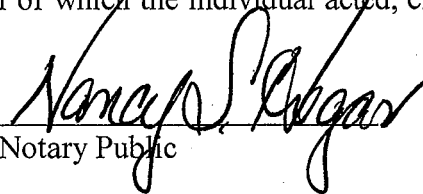
CITY OF GENEVA INDUSTRIAL
DEVELOPMENT AGENCY

By:  _____
Matthew D. Horn, Executive Director

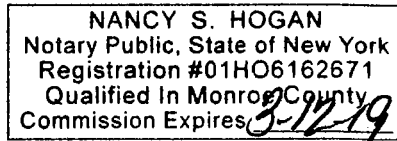
[Acknowledgment Page to Second Omnibus Amendment of Agreements]

State of New York)
)
County of Monroe) ss.:

On the 20th day of July in the year 2015, before me, the undersigned, personally appeared Robert C. Morgan, 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

State of New York)
)
County of Ontario) ss.:



On the _____ day of July in the year 2015, before me, the undersigned, personally appeared Matthew D. Horn, 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

State of _____)
)
County of _____) ss.:

On the _____ day of July in the year 2015, before me, the undersigned, personally appeared, Frank M. Ferrari III, 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

[Acknowledgment Page to Second Omnibus Amendment of Agreements]

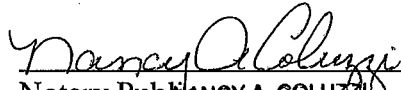
State of New York)
)
County of Monroe) ss.:

On the ____ day of July in the year 2015, before me, the undersigned, personally appeared Robert C, Morgan, 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

State of New York)
)
County of Ontario) ss.:

On the 29th day of July in the year 2015, before me, the undersigned, personally appeared Matthew D. Horn, 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 NANCY A. COLUZZI
Notary Public, State of New York
Qualified in Ontario County
No. 01C06154377
My Commission Expires Oct. 23, 2018

State of New York)
)
County of) ss.:

On the ____ day of July in the year 2015, before me, the undersigned, personally appeared Robert C, Morgan, 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

County of Essex)

On the 18th day of July in the year 2015, before me, the undersigned, personally appeared, Frank M. Ferrari III, 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.

Wm H McVein Brenneis

Notary Public

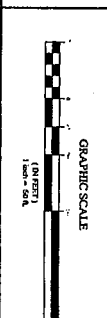
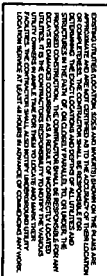
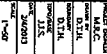
NORA H. McNEVIN BRENNIS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 11/18/2016

EXHIBIT A
SUBDIVISION 17A

EXHIBIT B
DESCRIPTION OF THE ASSIGNED PREMISES

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Geneva, County of Ontario and State of New York, known and described as Lot 2, on the Re-Subdivision Map entitled "Lands of Geneva Land LLC", as filed in the Ontario County Clerk's Office on December 19, 2013, as Map No. 2013-002.

EXHIBIT A
SUBDIVISION PLAT

[illegible][illegible][illegible]

AMERICAN SOCIETY OF PROFESSIONAL ENGINEERS

COSTICH ENGINEERING

217 LURE AVENUE
ROCKSTOWN, NEW YORK 14622
(516) 468-3000

- CIVIL, MECHANICAL
- LAND PLANNING
- SURVEYING

LANDS OF GENEVA LAND LLC
RE-SUBDIVISION MAP
LOCALITY OF PROJECT
TAX PARCEL NO. 14-184-171, 14-184-17,
14-184-18, 14-184-19, 14-184-20, 14-184-21
CITY OF GENEVA, COUNTY OF CANTON, STATE OF NEW YORK
GENERAL DESCRIPTION OF PROJECT
TRACED CONVEYANCE
RECORDED, NEW YORK MAP
VS100

Map Filed on 12-19-2013 AS MAP # 33445.

1	WATER SERVICE	2	ELECTRIC SERVICE
3	WATER SUPPLY MAINS	4	WATER SUPPLY MAINS
5	WATER SUPPLY MAINS	6	TELEPHONE SERVICE
7	WATER SUPPLY MAINS	8	TELEPHONE SERVICE
9	WATER SUPPLY MAINS	10	TELEPHONE SERVICE
11	WATER SUPPLY MAINS	12	TELEPHONE SERVICE
13	WATER SUPPLY MAINS	14	TELEPHONE SERVICE
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95	WATER SUPPLY MAINS	96	TELEPHONE SERVICE
97	WATER SUPPLY MAINS	98	TELEPHONE SERVICE
99	WATER SUPPLY MAINS	100	TELEPHONE SERVICE

[illegible]

OF TITLE AND IS SUBJECT TO ANY STATE OF FACTS THAT MAY BE REVEALED.

1. PARCELS SUBJECT TO A DECLARATION OF RECREATION, ACCESS, MOORE'S AND CARRERA UTILITY LINE AND MAINTENANCE EASEMENT AGREEMENTS FOR LEBRON LOT OF DEEDS PAGE ONE.

APPROVALS

[Signature] DATE 12/16/13

DATE _____

DATE _____

DATE _____

DATE _____

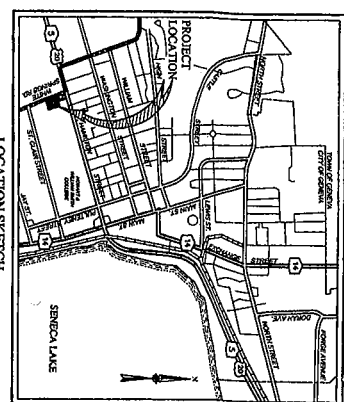
[illegible]

EXHIBIT B
DESCRIPTION OF THE ASSIGNED PREMISES

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Geneva, County of Ontario and State of New York, known and described as Lot 2, on the Re-Subdivision Map entitled "Lands of Geneva Land LLC", as filed in the Ontario County Clerk's Office on December 19, 2013, as Map No. 33445. Said Lot is of the dimensions as shown on said map.

EXHIBIT C
AMENDED AND CORRECTED DESCRIPTION
OF THE LEASED PREMISES

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Geneva, County of Ontario and State of New York, known and described as Lot 4, on the Re-Subdivision Map entitled "Lands of Geneva Land LLC", as filed in the Ontario County Clerk's Office on December 19, 2013, as Map No. 33445. Said Lot is of the dimensions as shown on said map.

EXHIBIT D
DESCRIPTION OF THE EXCLUDED PREMISES

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Geneva, County of Ontario and State of New York, known and described as Lot 3, on the Re-Subdivision Map entitled "Lands of Geneva Land LLC", as filed in the Ontario County Clerk's Office on December 19, 2013, as Map No. 33445. Said Lot is of the dimensions as shown on said map.