

Emily Essi Bersani, County Clerk  
401 Montgomery Street  
Room 200  
Syracuse, NY 13202  
(315) 435-2229

## Onondaga County Clerk Recording Cover Sheet

Received From :  
CHICAGO TITLE

Return To :  
BARCLAY DAMON  
80 STATE ST  
ALBANY, NY 12207

Method Returned : MAIL

**First PARTY 1**

ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

**First PARTY 2**

EASTERN SHORE RETIREMENT ASSOCIATES LIMITED PARTNERSHIP

Index Type : Land Records

Instr Number : 2025-00038856

Orig Instr #: 2017-00041061

Book : Page :

Type of Instrument : Assignment

Type of Transaction : Deed Misc

Recording Fee: \$122.00

Recording Pages : 15

The Property affected by this instrument is situated in Camillus, in the County of Onondaga, New York

**Real Estate Transfer Tax**

RETT # : 4050

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$122.00

State of New York

County of Onondaga

I hereby certify that the within and foregoing was recorded in the Clerk's office for Onondaga County, New York

On (Recorded Date) : 11/20/2025

At (Recorded Time) : 10:44:41 AM



Doc ID - 060758920015

*Emily Essi Bersani*

Emily Essi Bersani, County Clerk



**THIS IS NOT A BILL**

When recorded, return to:

Barclay Damon LLP  
80 State Street  
Albany, New York 13202  
Attention: Amanda Fitzgerald, Esq.

County: Onondaga  
Section: 017  
Block: 05  
Lot: 75.0  
Address: 116 Township Boulevard  
Onondaga, New York

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**SECOND OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT**

**THIS SECOND OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT** (the “Assignment”), is made as of November 12, 2025 (the “Effective Date”) by and among **EASTERN SHORE RETIREMENT ASSOCIATES LIMITED PARTNERSHIP**, a limited partnership organized under the laws of the State of Maryland and authorized to do business in the State New York, having an office for the transaction of business located at 402 Marvel Court, 2<sup>nd</sup> Floor, Easton, Maryland 21601, **SHOREWASH OF ANNAPOLIS LLC**, a limited liability company organized under the laws of the State of Maryland and authorized to do business in the State New York, having an office for the transaction of business located at 2804 Persimmon Place, Cambridge, Maryland 21613, **CJH NEW YORK, LLC**, a limited liability company organized under the laws of the State of Maryland and authorized to do business in the State New York, having an office for the transaction of business located at 402 Marvel Court, 2<sup>nd</sup> Floor, Easton, Maryland 21601, and **CAMILLUS VENTURES I LLC**, a limited liability company organized under the laws of the State of Maryland and authorized to do business in the State New York, having an office for the transaction of business located at 402 Marvel Court, 2<sup>nd</sup> Floor, Easton, Maryland 21601, as tenants-in-common (collectively, jointly and severally as tenants-in-common, the “Assignor” or the “Company”), and **CAMILLUS HOTEL LLC**, a limited liability company organized under the laws of the State of Maryland and authorized to do business in the State New York, having an office for the transaction of business located at 402 Marvel Court, 2<sup>nd</sup> Floor, Easton, Maryland 21601, (the “Assignee”).

W I T N E S S E T H:

WHEREAS, on or about April 13, 2013, the members of the Onondaga County Industrial Development Agency (the “Agency”) adopted a resolution (the “Inducement Resolution”) whereby the Agency agreed to undertake a project consisting of numerous actions including the acquisition and construction of that certain project commonly referred to as the Township 5 Project (the “Master Project”), which is located on lands in the Town of Camillus owned by Hinsdale Road Group, LLC (the “Master Property”), and, among other things, included the construction and operation of a hotel (the construction and operation of the hotel, the “Hotel Project”); and

WHEREAS, Hinsdale Road Group, LLC subsequently subdivided the Master Property into several lots, including Lot 1C (the "Hotel Parcel"), as more particularly shown on that certain Amended Final Subdivision of Lands of Hinsdale Road Group, LLC filed in the Onondaga County Clerk's Office on or about June 28, 2017, as Map Number 12400; and

WHEREAS, the terms of the financing facility for the Hotel Project, among other things, mandated the transfer of fee title to the Hotel Parcel (the "2017 Title Transfer") from Hinsdale Road Group, LLC to Hotel @ T5, LLC (the "2017 Company"); and

WHEREAS, due to the 2017 Title Transfer, Hinsdale Road Group, LLC requested bifurcation of that certain Lease and Leaseback Agreement and the Master PILOT Agreement, each dated as of January 29, 2014, each by and between Hinsdale Road Group, LLC and the Agency, as each may have been amended from time to time (collectively, the "Original Agreements"), thereby permitting and causing the 2017 Company to execute and deliver, contemporaneously with the 2017 Title Transfer, new instruments and agreements as were necessary to maintain continuously the interests of the Agency in the Hotel Parcel and enable the Hotel Project's receipt of the previously approved financial assistance (such instruments, collectively, the "Hotel Parcel Agreements"); and

WHEREAS, the Agency and the 2017 Company entered into the Hotel Parcel Agreements, consisting of: (A) a lease and leaseback agreement (and a memorandum thereof) dated as of November 1, 2017 by and between the Agency and the Assignor (the "Lease Agreement"); (B) a payment in lieu of tax agreement dated as of November 1, 2017 by and between the Agency and the 2017 Company (the "PILOT Agreement"); and (C) various certificates relating to the Hotel Project (the "Certificates" and collectively with the Lease Agreement and the PILOT Agreement, the "Assigned Documents"); and

WHEREAS, a Memorandum of Lease and Leaseback Agreement was recorded in the Office of the Onondaga County Clerk on November 9, 2017 as Instrument Number 2017-000441061; and

WHEREAS, the PILOT Agreement was filed with the Assessor's Office in the Town of Camillus; and

WHEREAS, pursuant to a resolution adopted by the members of the Agency on October 6, 2022, the Agency approved the consent to the sale by the 2017 Company of the Hotel Project to the Assignor, as tenants in common, and the assignment by the 2017 Company and the assumption by the Assignor of the Assigned Documents; and

WHEREAS, the 2017 Company sold all of its right, title and interest in and to the Hotel Project and assigned to the Assignor and the Assignor assumed from the 2017 Company the obligations of the 2017 Company under the Assigned Documents pursuant to an omnibus assignment and assumption agreement dated as of November 17, 2022 (the "First Omnibus Assignment") by and between the 2017 Company and the Assignor, as tenants in common, as consented to by the Agency; and

WHEREAS, the First Omnibus Assignment was recorded in the office of the Onondaga County Clerk on November 22, 2022, as Instrument Number 2022-00047017; and

WHEREAS, Section 9.2 the Lease Agreement permits the sale of the Hotel Project to the Assignee subject to satisfaction of the conditions set forth therein; and

WHEREAS, the Assignor has agreed to transfer their respective interests in and to the Hotel Project to the Assignee (the "Transaction"); and

WHEREAS, the parties hereto have agreed that, in connection with the Transaction, the Assignor will assign to the Assignee and the Assignee will assume from the Assignor the obligations of the Assignor under the Assigned Documents.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

SECTION 1. DEFINITIONS. Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Lease Agreement.

SECTION 2. ASSIGNMENT.

(A) The Assignor hereby assigns to the Assignee, its successors and assigns, all of its rights, title and interest, and delegates all of its obligations and liabilities, under the Assigned Documents.

(B) Notwithstanding any provisions of this Assignment to the contrary, the Assignee hereby agrees that, so long as it has any interest in the Hotel Project, the Assignee will perform all of the covenants and obligations of the Assignor to the Agency under the Assigned Documents arising on or after the date hereof, including but not limited to all past, present and future rights to defend and indemnity owed to the Agency under the Lease Agreement, as well as payments in lieu of taxes, expenses and other amounts owed to the Agency under the Assigned Documents. The obligations of the Assignee under this subsection extend to the Assigned Documents as each of said documents exists today, as well as any future amendments thereto consented to in writing by the Assignee.

SECTION 3. ASSUMPTION.

(A) The Assignee hereby assumes and will pay, or cause to be paid, all payments or sums now or hereafter owing by the Assignor to the Agency under the Assigned Documents.

(B) The Assignee hereby assumes and will perform and observe all covenants, agreements and other obligations to be performed or observed by the Assignor under the Assigned Documents.

SECTION 4. ASSIGNOR REPRESENTATIONS. The Assignor hereby represents and warrants as follows:

(A) (1) Eastern Shore Retirement Associates Limited Partnership has been duly formed, is validly existing and is in good standing as a limited partnership under the laws of the State of Maryland, and (2) each of Shorewash of Annapolis LLC, CJH New York, LLC and Camillus Ventures I LLC has been duly formed, is validly existing and is in good standing as a limited liability company under the laws of the State of Maryland.

(B) Each are (1) authorized to do business in the State of New York with full legal power and authority to own their respective property, conduct their respective business and execute, deliver and perform their respective obligations under this Assignment and the Assigned Documents and (2) has taken all actions and obtained all approvals required in connection therewith.

(C) The Assignor has taken no action that would cause the Hotel Project to fail to continue to constitute a "project" under Article 18-A of the General Municipal Law (the "Act").

(D) The execution, delivery and performance of this Assignment has been duly authorized by all necessary action of the Assignor.

(E) The execution, delivery and performance of this Assignment, the consummation of the transactions herein contemplated and compliance with the provisions hereof by the Assignor do not and will not (i) violate the Assignor's respective limited partnership agreement, articles of organization or operating agreement, as applicable (ii) require consent under (which has not heretofore been received) or result in a breach of or default under any credit agreement, purchase agreement, indenture, mortgage, deed of trust, commitment, guaranty, lease or other agreement or instrument to which the Assignor is a party or by which the Assignor may be bound or affected, or (iii) conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental instrumentality or court, domestic or foreign, having jurisdiction over the Assignor or any of the property of the Assignor.

SECTION 5. ASSIGNEE REPRESENTATIONS. The Assignee hereby represents and warrants as follows as to itself:

(A) The Assignee has been duly formed, is validly existing and is in good standing as a limited liability company under the laws of the State of Maryland.

(B) The Assignee is authorized to do business in the State of New York with full legal power and authority to own its property, conduct its business and execute, deliver and perform its obligations under this Assignment and the Assigned Documents and (b) has taken all actions and obtained all approvals required in connection therewith.

(C) The Assignee received and reviewed all of the Assigned Documents and understands the obligations and responsibilities being assumed thereunder and has the ability to perform all such obligations and responsibilities.

(D) The Assignee shall take no action that would cause the Hotel Project to fail to continue to constitute a “project” under the Act.

(E) The execution and delivery by the Assignee of this Assignment, the compliance with the provisions of this Assignment and the consummation of the transactions contemplated herein do not and will not conflict with or constitute on the part of the Assignee a breach of or default under the Assignee’s articles of organization or operating agreement, or any indenture, mortgage, deed of trust, bank loan or other credit agreement or other agreement or instrument to which the Assignee is a party or by which it or any of its Property may be bound or affected for which a valid consent has not been secured; nor is any approval or any action by any Governmental Authority or agency required in connection with the execution, delivery or performance hereof by the Assignee other than such approvals or actions by any Governmental Authority or agency already received or taken as of the date hereof.

(F) Assuming the valid authorization, execution and delivery of this agreement by all other parties hereto, the Assigned Documents will be the legal, valid and binding obligations of the Assignee, enforceable against the Assignee in accordance with their respective terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors’ rights generally or by the exercise of judicial discretion in accordance with general principles of equity.

#### SECTION 6. NO DEFAULTS.

(A) The Assignor hereby represents and warrants to the Agency and the Assignee that as of the date of this Assignment there exists no event of default under the Assigned Documents and no event exists which, with the giving of notice or passage of time or both, would become an event of default under any of the Assigned Documents.

(B) The Assignee hereby represents and warrants to the Agency that, immediately after giving effect to this Assignment, there exists no event of default under any of the Assigned Documents and no event exists which, with the giving of notice or passage of time or both, would become an event of default under any of the Assigned Documents.

SECTION 7. NOTICES. On and after the date hereof, all notices, demands and other instruments to be delivered pursuant to the Assigned Documents to the Assignor shall be delivered to the Assignee at the address(es) set forth below, or at such other address(es) as the Assignee shall, in writing, provide to the Agency:

Camillus Hotel, LLC  
402 Marvel Court, 2<sup>nd</sup> Floor  
Easton, Maryland 21601  
Attention: William David Hill and/or Suhail Partawi

With a copy to:

Lynn Delia Temes & Stanczyk LLC  
449 South Salina Street, 2<sup>nd</sup> Floor  
Syracuse, New York 13202  
Attention: Anthony J. D'Elia, Esq.

SECTION 8. MISCELLANEOUS.

(A) This Assignment shall be binding upon and inure to the benefit of the Assignor and the Assignee and its successors and assigns. The Agency shall be a third party beneficiary of this Assignment and Assumption Agreement.

(B) This Assignment shall not be amended or modified unless agreed to by all parties in writing.

(C) This Assignment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(D) This Assignment shall be governed by, and construed in accordance with, the law of the State.

[Remainder of page intentionally left blank]











ACKNOWLEDGEMENT AND CONSENT OF THE  
ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

The Onondaga County Industrial Development Agency (the “Agency”) hereby acknowledges the foregoing Second Omnibus Assignment and Assumption Agreement (the “Assignment and Assumption Agreement”) among EASTERN SHORE RETIREMENT ASSOCIATES LIMITED PARTNERSHIP, SHOREWASH OF ANNAPOLIS LLC, CJH NEW YORK, LLC and CAMILLUS VENTURES I LLC, as tenants in common (collectively and jointly, the “Assignor”) and CAMILLUS HOTEL, LLC (the “Assignee”), dated as of November 12, 2025 (the “Effective Date”). Pursuant to a resolution of the Agency duly adopted on September 11, 2025 and by its signature below, the Agency hereby provides its consent to the Transaction and the Second Omnibus Assignment and Assumption Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Agency has signed the above Consent as of the Effective Date.

**ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

By:   
Robert M. Petrovich  
Executive Director

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

On the 5<sup>th</sup> day of November in the year 2025 before me, the undersigned, a notary public in and for the State of New York, personally appeared Robert M. Petrovich, 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 signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JENNIFER D. LERARIO  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01LE6444383  
Qualified in Onondaga County  
Commission Expires November 28, 2026

  
Notary Public

## Exhibit A

### Description of the Land

All that tract or parcel of land situate in the Town of Camillus, County of Onondaga and State of New York being Lot 1C in the Amended Subdivision Map of the Lands of Hinsdale Road Group dated May 15, 2017 and filed in the Onondaga County Clerk's Office on June 28, 2017 as Map No.12400 and being more particularly described as follows:

All that tract or parcel of land situate in the Town of Camillus, County of Onondaga and State of New York and being part of Lot No 3 in said Town, bounded and described as follows:Beginning at a point in the westerly road line of Hinsdale Road, said point being located 70 feet southerly along the said road line from the southeast corner of the Bacon Irrevocable Trust, as recorded in the Onondaga County Clerk's Office in Book 5009 of Deeds at page 159 and running:

1. Thence S.04°01'32"E., a distance of 584.93 feet along the westerly road line of Hinsdale Road to a point;
2. Thence S.87°03'23"W., a distance of 81.38 feet to a point;
3. Thence N. 16°57'06"W., a distance of 30.00 feet to a point;
4. Thence N. 73°02'54"E., a distance of 20 feet to a point;
5. Thence N.16°57'06"W., a distance of 220 feet to a point;
6. Thence S.73°02'54"W., a distance of 18.00 feet to a point;
7. Thence N.16°57'06"W., a distance of 348.10 feet to a point;
8. Thence N.85°58'28"E., a distance of 213.21 to the point and place of beginning.



Department of Taxation and Finance

# Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

## Schedule A – Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Multi-member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) ( <input checked="" type="checkbox"/> mark an X if more than one grantor) See Schedule "1" attached hereto	Social Security number (SSN)
	Mailing address	SSN
	City State ZIP code	Employer Identification Number (EIN)
	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
	Grantee/Transferee	
<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Multi-member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> mark an X if more than one grantee) Camillus Hotel LLC	SSN
	Mailing address 402 Marvel Court, 2nd Floor	SSN
	City State ZIP code Easton MD 21601	EIN 39-3828006
	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN

### Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
017.-05-75.0	312089	116 Township Boulevard	Camillus	Onondaga

### Type of property conveyed (mark an X in applicable box)

1 <input type="checkbox"/> One- to three-family house	6 <input type="checkbox"/> Apartment building	Date of conveyance 11   12   2025 month   day   year	Percentage of real property conveyed which is residential real property <u>0</u> % (see instructions)
2 <input type="checkbox"/> Residential cooperative	7 <input type="checkbox"/> Office building		
3 <input type="checkbox"/> Residential condominium	8 <input type="checkbox"/> Four-family dwelling		
4 <input type="checkbox"/> Vacant land	9 <input type="checkbox"/> Other _____		
5 <input checked="" type="checkbox"/> Commercial/industrial			

### Condition of conveyance (mark an X in all that apply)

a. <input type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input checked="" type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 3)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input checked="" type="checkbox"/> Other (describe) <u>Assignment &amp; Assumption</u>

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 \$ _____		
	Schedule B, Part 2 \$ _____		

**Schedule B – Real estate transfer tax return (Tax Law Article 31)**

**Part 1 – Computation of tax due**

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) ..... <input checked="" type="checkbox"/> <b>Exemption claimed</b>	1.	1	00
2	Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....	2.		
3	Taxable consideration (subtract line 2 from line 1) .....	3.		
4	Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....	4.		
5	Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....	5.		
6	Total tax due* (subtract line 5 from line 4) .....	6.		

**Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

1	Enter amount of consideration for conveyance (from Part 1, line 1) .....	1.		
2	Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...	2.		
3	Total additional transfer tax due* (multiply line 2 by 1% (.01)) .....	3.		

**Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f
- g. Conveyance consists of deed of partition ..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) .....  **See Schedule A** k

\* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

**Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)**

Complete the following only if the interest being transferred is a fee simple interest.

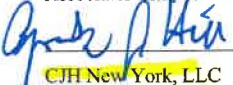


This is to certify that: (mark an X in the appropriate box)

1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
  - a  The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
  - b  The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
  - c  The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
  - d  The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.
 

**Note:** for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
  - e  Other (attach detailed explanation).
3.  The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
  - a  A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
  - b  A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4.  The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

**Signature (both the grantors and grantees must sign)**

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Eastern Shore Retirement Associates Limited Partnership  _____, Gen Partner	Shorewash of Annapolis, LLC _____, Member	Camillus Hotel LLC _____, Member	_____ Grantee signature	_____ Title
CJH New York, LLC  _____, Member	Camillus Ventures I LLC  _____, Manager	_____, Member	_____ Grantee signature	_____ Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

**Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)**

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an X in the appropriate box)

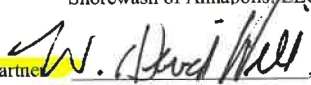
1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
  - a  The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
  - b  The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
  - c  The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
  - d  The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

**Note:** for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- e  Other (attach detailed explanation).
3.  The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
  - a  A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
  - b  A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4.  The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

**Signature (both the grantors and grantees must sign)**

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Eastern Shore Retirement Associates Limited Partnership _____, Gen Partner	Shorewash of Annapolis, LLC  _____, Member	Camillus Hotel LLC _____ _____, Grantee signature	_____ _____, Title
CJH New York, LLC _____, Member	Camillus Ventures I LLC _____, Manager	_____ _____, Grantee signature	_____ _____, Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

**Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)**

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an X in the appropriate box)


1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
  - a  The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
  - b  The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
  - c  The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
  - d  The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

**Note:** for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- e  Other (attach detailed explanation).
3.  The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
  - a  A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
  - b  A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4.  The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

**Signature (both the grantors and grantees must sign)**

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Eastern Shore Retirement Associates Limited Partnership _____, Gen Partner	Shorewash of Annapolis, LLC _____, Member	Camillus Hotel LLC  _____ Grantee signature	_____ _____ _____, Manager _____, Manager
CJH New York, LLC	Camillus Ventures I LLC	_____	_____
_____	_____	_____	_____
Member	Member	Grantee signature	Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

**Schedule D – Certification of exemption from the payment of estimated personal income tax** (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

**Part 1 – New York State residents**

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

**Part 2 – Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

**Exemption for nonresident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ to \_\_\_\_\_ (see instructions).  
Date Date
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

## **SCHEDULE "A"**

The document being recorded for which this NYS Form TP-584 is being provided is an Second Omnibus Assignment and Assumption Agreement relating to the assignment of a Lease and Leaseback Lease Agreement from the Grantor to the Grantee. The sum of the term of the leases does not exceed forty-nine (49) years, and therefore said leases (and the assignment thereof) are not a Conveyance within the meaning of Section 31 of the Tax Law.

**COMBINED REAL ESTATE TRANSFER TAX RETURN,  
CREDIT LINE MORTGAGE CERTIFICATE, AND  
CERTIFICATION OF EXEMPTION FROM THE  
PAYMENT OF ESTIMATED PERSONAL INCOME TAX**

**SCHEDULE 1**

**Grantor 1**

Eastern Shore Retirement Associates Limited Partnership  
402 Marvel Court, 2<sup>nd</sup> Floor  
Easton, MD 21601  
EIN: 52-1187959  
x – Partnership

**Grantor 2**

Shorewash of Annapolis LLC  
402 Marvel Court, 2<sup>nd</sup> Floor  
Easton, MD 21601  
EIN: 52-1817569  
x – Multi-member LLC

**Grantor 3**

CJH New York, LLC  
402 Marvel Court, 2<sup>nd</sup> Floor  
Easton, MD 21601  
EIN: 92-0829437  
Single Member's name: Cynda J. Hill  
Single Member's SSN: 213-88-2994  
x – Single member LLC

**Grantor 4**

Camillus Ventures I LLC  
402 Marvel Court, 2<sup>nd</sup> Floor  
Easton, MD 21601  
EIN: 88-4047757  
x – Multi-member LLC