



ONEIDA COUNTY – STATE OF NEW YORK  
 SANDRA J. DEPERNO COUNTY CLERK  
 800 PARK AVENUE, UTICA, NEW YORK 13501

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



Recording:

Cover Page	20.00
Number of Pages	15.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 60.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 60.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 1229  
 Transfer Tax  
 Consideration: 0.00

Total: 0.00

INSTRUMENT #: R2022-001334

Receipt#: 20221120608  
 Clerk: LG  
 Rec Date: 09/26/2022 11:18:40 AM  
 Doc Grp: MR  
 Descrip: LEASE (ANY)  
 Num Pgs: 3

Party1: ONEIDA COUNTY INDUSTRIAL DEV  
 AGENCY  
 Party2: LITHIA REAL ESTATE

Record and Return To:

BOND SCHOENECK & KING PLLC  
 501 MAIN STREET  
 UTICA NEW YORK 13501

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Oneida County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Sandra J. DePerno  
 Oneida County Clerk

## TERMINATION OF LEASEBACK AGREEMENT

THIS TERMINATION OF LEASEBACK AGREEMENT (the "Termination of Leaseback Agreement") dated to be effective January 1, 2022 by and between ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation duly existing under the laws of the State of New York with offices at 584 Phoenix Drive, Rome, New York 13441-4105 (the "Agency") and LITHIA REAL ESTATE, INC., an Oregon corporation, with offices at 150 N. Bartlett Street, Medford, Oregon 97501 (the "Company").

## WITNESSETH:

WHEREAS, the Agency and the Company entered into a certain Leaseback Agreement dated as of December 1, 2017 (the "Leaseback Agreement") pursuant to which the Agency granted the Company a leasehold interest in the parcel of the land more particularly described in Exhibit A attached thereto (the "Real Property") and in and to all those buildings, improvements, structures and other related facilities affixed or attached to the Real Property now or in the future, and the equipment more particularly described in Exhibit B attached thereto (the "Equipment") installed and/or to be installed at the Real Property; and

WHEREAS, a Memorandum of Leaseback Agreement was recorded on January 3, 2018, as Instrument No. R2018-000010 in the Clerk's office for Oneida County, New York (the "Memorandum");

WHEREAS, the term of the Leaseback Agreement is scheduled to expire at 11:59 p.m. on December 31, 2023; and

WHEREAS, the Agency has exercised its option to terminate the Leaseback Agreement pursuant to Section 8.1 of the Leaseback Agreement, such termination to be effective January 1, 2022; and

NOW, THEREFORE, it is hereby agreed that the Leaseback Agreement is terminated as of January 1, 2022, except those provisions which expressly survive termination. By execution of this instrument, the Memorandum shall, likewise, be terminated, discharged of record and shall be of no further force or effect. Company has succeeded to all right, title and interest of the Agency in and to all buildings, improvements, structures, equipment and other related facilities and improvements affixed or attached to the Real Property. The Agency has determined early termination of the Leaseback Agreement is the sole remedy under the Job Creation and Recapture Agreement dated as of December 1, 2017 between the Agency and the Company, and will not pursue recapture of financial assistance except where such recapture is required by law.

The Company hereby agrees to indemnify the Agency as to any claims that have arisen heretofore or shall arise hereafter under the Leaseback Agreement and this Termination of Leaseback Agreement.

**Record and Return to:**

Bond, Schoeck &amp; King, PLLC

501 Main Street

Utica NY 13501

14471644.2 8/1/2022

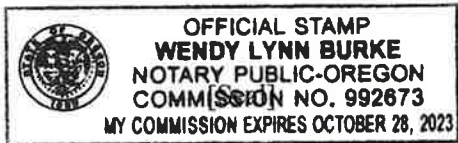
IN WITNESS WHEREOF, the Agency and the Company, for the purposes above set forth, have caused this Termination of Leaseback Agreement to be executed and delivered by their duly authorized officers, all as of the day and year first above written.

LITHIA REAL ESTATE, INC.

By: [Signature]  
Name: Edward Impert  
Title: Assistant Secretary

STATE OF OREGON )  
 )ss:  
COUNTY OF JACKSON )

On the 10 day of August in the year 2022, before me, the undersigned, personally appeared Edward Impert, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Wendy Lynn Burke  
Notary Public  
My Commission Expires: 10/28/2023

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

BY: [Signature]  
David C. Grow, Chairman

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

On the 19th day of August in the year 2022, before me, the undersigned, personally appeared David C. Grow, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Seal]

[Signature]  
Notary Public





ONEIDA COUNTY - STATE OF NEW YORK  
SANDRA J. DEPERNO COUNTY CLERK  
800 PARK AVENUE, UTICA, NEW YORK 13501

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Descrip: LEASE (ANY)  
Num Pgs: 3

Party1: LITHIA REAL ESTATE  
Party2: ONEIDA COUNTY INDUSTRIAL DEV  
AGENCY

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WARNING\*\*\*

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Sandra J. DePerno  
Oneida County Clerk

TERMINATION OF LEASE AGREEMENT

THIS TERMINATION OF LEASE AGREEMENT (the "Termination of Lease Agreement") dated to be effective January 1, 2022 by and between LITHIA REAL ESTATE, INC., an Oregon corporation, with offices at 150 N. Bartlett Street, Medford, Oregon 97501 (the "Company") and ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation duly existing under the laws of the State of New York with offices at 584 Phoenix Drive, Rome, New York 13441-4105 (the "Agency").

WITNESSETH:

WHEREAS, the Company and the Agency entered into a certain Lease Agreement dated as of December 1, 2017 (the "Lease Agreement") pursuant to which the Company granted the Agency a leasehold interest in the parcel of the land more particularly described in Exhibit A attached thereto (the "Real Property") and in and to all those buildings, improvements, structures and other related facilities affixed or attached to the Real Property now or in the future, and the equipment more particularly described in Exhibit B attached thereto (the "Equipment") installed and/or to be installed at the Real Property; and

WHEREAS, a Memorandum of Lease Agreement was recorded on January 3, 2018, as Instrument No. R2018-000009 in the Clerk's office for Oneida County, New York (the "Memorandum");

WHEREAS, the term of the Lease Agreement terminates concurrently with the term of that certain Leaseback Agreement dated as of December 1, 2017 (the "Leaseback Agreement") between the Company and the Agency, the term of which Leaseback Agreement is scheduled to expire at 11:59 p.m. on December 31, 2023; and

WHEREAS, the Agency has exercised its option to terminate the Leaseback Agreement pursuant to Section 8.1 of the Leaseback Agreement, such termination to be effective January 1, 2022; and

NOW, THEREFORE, it is hereby agreed that the Lease Agreement is terminated as of January 1, 2022, except those provisions which expressly survive termination. By execution of this instrument, the Memorandum shall, likewise, be terminated, discharged of record and shall be of no further force or effect. Company has succeeded to all right, title and interest of the Agency in and to all buildings, improvements, structures, equipment and other related facilities and improvements affixed or attached to the Real Property. The Agency has determined early termination of the Leaseback Agreement is the sole remedy under the Job Creation and Recapture Agreement dated as of December 1, 2017 between the Agency and the Company, and will not pursue recapture of financial assistance except where such recapture is required by law.

The Company hereby agrees to indemnify the Agency as to any claims that have arisen heretofore or shall arise hereafter under the Lease Agreement and this Termination of Lease Agreement.

**Record and Return to:**  
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14471510.2 8/1/2022

R2022-001333  
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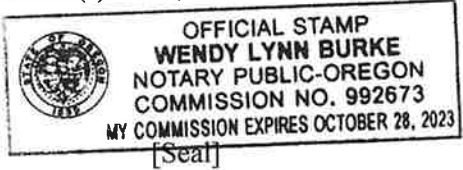
IN WITNESS WHEREOF, the Agency and the Company, for the purposes above set forth, have caused this Termination of Lease Agreement to be executed and delivered by their duly authorized officers, all as of the day and year first above written.

LITHIA REAL ESTATE, INC.

By: [Signature]  
Name: Edward Impert  
Title: Assistant Secretary

STATE OF OREGON )  
 )ss:  
COUNTY OF JACKSON )

On the 10 day of August in the year 2022, before me, the undersigned, personally appeared Edward Impert, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



[Signature]  
Notary Public  
My Commission Expires: 10/28/2023

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

BY: [Signature]  
David C. Grow, Chairman

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

On the 19th day of August in the year 2022, before me, the undersigned, personally appeared David C. Grow, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Seal]

[Signature]  
Notary Public

