

MEMORANDUM OF AGREEMENT

PARTIES: Town of Bolton (“**TOWN**”), a municipal corporation having a mailing address at P.O. Box 7 and a street address of 4949 Lakeshore Drive, Bolton Landing, New York 12814, and Town of Bolton Local Development Corporation (“**BLDC**”), a Not-for-Profit Development Corporation created and existing by virtue of the laws of the State of New York at 4949 Lakeshore Drive, Bolton Landing, New York 12814.

SUBJECT MATTER: It is the intent and understanding of the **TOWN** and **BLDC** that from time to time and upon and after due deliberation and resolution by the **TOWN** there may be available surplus funds directed by the **TOWN** constituting monetary advances made to the **BLDC** intending to assist and supplement **BLDC** costs, expenditures related to experts, appraisals, bank fees, surveys expenses, acquisition charges, title searches and title insurance premiums, contract deposits and other reasonable financial requirements that may be incurred by **BLDC** pertaining to its activities in the development, promotion and expansion of commerce, tourism, and business enterprise or related employment opportunities consistent with the purposes and powers of the **BLDC**, including the acquisition of a public marina for such purposes.

LOANS: When such **TOWN** funds are advanced and received by the **BLDC**, the same shall constitute “restricted” funds, which shall be limited and specifically expended by the **BLDC** consistent only with the purposes and powers of the **BLDC** and in connection with the furtherance of promoting of business, tourism, economic and commercial development in the **TOWN**. Funds so advanced by the **TOWN** to the **BLDC** whenever intended as a loan shall constitute a debt due and owing from the **BLDC** to the **TOWN**, and the same shall be reimbursable upon such terms, conditions and requirements as may, from time to time, be advantageous to the respective parties and specified by separate agreements or promissory notes determined at or upon the occasion of the approval and receipt of such loan.

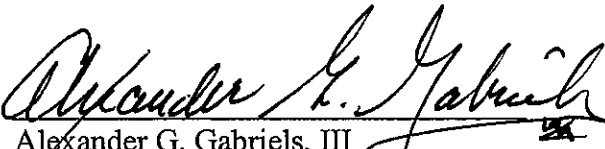
GRANTS: When such **TOWN** funds are advanced and received by the **BLDC**, the same shall constitute “restricted” funds, which shall be limited and specifically expended by the **BLDC** consistent only with the purposes and powers of the **BLDC** and in connection with the

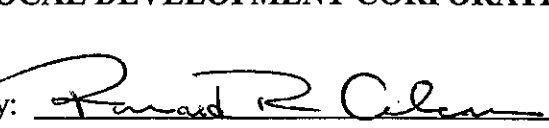
furtherance of promoting of business, tourism, economic and commercial development in the TOWN. Funds so advanced by the TOWN to the BLDC whenever intended as a grant shall not constitute a debt due and owing from the BLDC to the TOWN, and the same shall not be considered reimbursable. Such grant is made by the TOWN to the BLDC as the BLDC is a quasi-governmental entity undertaking in part essential municipal services for the TOWN with respect to the TOWN'S interest in promoting advantageous circumstances within the Town of Bolton for the promotion of a positive environment for tourism, commercial enterprise, business development and employment opportunities within the municipality. A grant shall be specifically identified in any resolution authorizing such grant by the TOWN to the BLDC and the BLDC'S acceptance of such grant shall be specifically limited and restricted to whatever terms or specifications are mandated within the resolution authorizing and providing such grant

IN WITNESS WHEREOF the parties have executed this agreement.

TOWN OF BOLTON

TOWN OF BOLTON
LOCAL DEVELOPMENT CORPORATION

By: 
Alexander G. Gabriels, III
Supervisor

By: 
Ronald Alcan
Treasurer