

AGREEMENT FOR THE ASSIGNMENT OF  
CERTAIN REAL PROPERTY TAX LIENS  
OF THE TOWN OF THOMPSON

This Agreement is entered into by and between the Town of Thompson, a municipal corporation located in the County of Windham and organized and existing under and by virtue of the laws of the State of Connecticut (hereinafter referred to as the "Town") and River Mill Redevelopment, LLC, a limited liability company organized and existing under the laws of the State of Georgia, (hereinafter referred to as the "Assignee") on the \_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date").

WHEREAS, the Town is the owner and holder of certain tax liens filed pursuant to the provisions of §12-173 of the Connecticut General Statutes by its tax collector to secure unpaid taxes on that real property located at 915 Riverside Drive and 929 Riverside Drive, North Grosvenordale, Connecticut (the "Property"), which liens (hereinafter referred to as the "Tax Liens" or "Delinquent Tax Liens") are more particularly described in Schedule A attached hereto and hereby made a part hereof; and

WHEREAS, pursuant to the provisions of §12-195h of the Connecticut General Statutes, as amended from time to time, the Town seeks to assign said Tax Liens to the Assignee; and,

WHEREAS, the assignment of the Tax Liens to Assignee is deemed to be in the best interests of the Town and has accordingly been accepted.

NOW THEREFORE, in consideration of the premises herein contained, and for other good and valuable consideration, the Parties agree as follows:

1. Assignment

Subject to contingency that this Agreement be approved by the qualified voters attending a duly called Town Meeting, the Town agrees to irrevocably assign to the Assignee all its right, title and interest in and to the Tax Liens. The Town agrees to the fullest extent allowed by the applicable Connecticut General Statutes or any other applicable law, to assign and transfer to Assignee all collection rights and remedies available to the Town, including, without limitation, the right to foreclose the Tax Liens and the right to commence an in personam action against any person responsible for the payment thereof. Notwithstanding the foregoing, or any other provision hereof, the rights granted to the Assignee hereunder shall not include the right of the Thompson Tax Collector to recover delinquencies secured by the Tax Liens through a claim against other real property owned by the delinquent taxpayer. A document evidencing such assignment, in substantially the form attached hereto as Schedule B, shall be executed and delivered to the Assignee upon payment of the Purchase Price identified in Section 2 hereof. The Assignee agrees to accept the assignment and to assume the specific and pertinent rights, obligations and duties set forth in this Assignment Agreement.

2. Purchase Price

In consideration for the assignment of the Tax Liens, the Assignee agrees to pay the Town the Purchase Price of \$250,000 which shall be paid as follows: Within Thirty (30) days of the Effective Date (the "Closing Date"), Assignee shall pay by wire transfer to an account designated by the Town

or by certified or bank check issued by a Connecticut banking institution \$30,000 and annually no later than January 1, Assignee shall pay \$30,000, which payment shall be for the current taxes, as described in Section 7, with any difference between the taxes due and the payment by Assignee to be credited against the Purchase Price, provided that if the Assignee shall acquire title to the Property or further assign the Tax Liens before the full Purchase Price has been paid, it shall pay the Town the balance of the Purchase Price no later than the earlier of thirty (30) days after: 1) acquiring title to the Property or, 2) the assigning of such Tax Liens.

Until the Town has been paid the full Purchase Price, the Assignee shall promptly remit to the Town all sums collected by it with respect to the Tax Liens subsequent to the Closing Date, provided that once the Purchase Price has been paid in full, the Assignee shall be entitled to retain all such sums. The parties agree to apply all payments received by the Town, if any, with respect to the Tax Liens on or before the Closing Date, to reduce the Purchase Price. If for any reason the Town receives any payments on the Tax Liens to which the Assignee is otherwise entitled hereunder, the Town shall hold such payment in trust for the benefit of the Assignee segregated from other funds of the Town and immediately remit such payments to Assignee in accordance with Assignee's direction.

All costs, expenses and fees incurred in any way with regard to the collection of amounts secured by the Tax Liens, including any costs, expenses or fees associated with prospective actions to foreclosure the Tax Liens shall be the sole responsibility of and at the sole expense of the Assignee.

### 3. Assignment of Future Tax Liens

Subject to the prior authorization of the qualified voters at a Town Meeting, the Town may, at its option, with the consent of the Assignee, assign to the Assignee future tax liens (hereinafter referred to as the "Future Tax Liens") relating to the Property. Each such assignment shall be completed in the same manner as the initial assignments hereunder and shall be subject to all the provisions of this Assignment Agreement relating to Tax Liens as well as to all of provisions of law existing at the time of the assignment.

Any such Future Tax Lien that the Assignee has not elected to obtain through assignment in accordance with this section shall continue as a lien upon the subject property and shall have priority over any and all liens on the subject property previously assigned to the Assignee. The Town shall be entitled to enforce payment of any tax delinquency secured by any such lien in any manner permitted by law. Any receipt of tax payments by the Assignee with respect to property that is subject to a Future Tax Lien that the Assignee has not elected to obtain through assignment shall be paid to the Town, until said Future Tax Lien shall have been paid in full.

In the event that the qualified voters at a Town Meeting as referenced above do not authorize the assignment of a Future Tax Lien, the Town, acting by its Board of Selectman and Tax Collector, agrees that it will not commence any action to foreclose any such Future Tax Lien for a period of one (1) year from the date of filing of the continuation certificate relating to said Future Tax Lien, which period shall be extended if the Town determines that the Assignee has commenced an action to foreclose the Tax Liens relating to the Property and is proceeding with said foreclosure action in good faith and with due diligence.

#### 4. Administration of Accounts

Upon the assignment of the Tax Liens by the Town to the Assignee, Assignee will administer all such liens at its sole cost and expense.

Within sixty (60) days following the Closing, the Assignee shall notify the owner of the Property that the assignment has occurred and that future payments should be made to the Assignee and not to the Town.

Upon request of the Town, the Assignee shall report to the Town concerning the status of the Tax Liens. Said report shall provide the Town with such information as will fairly inform it of the status of all unpaid taxes, interest and fees on the Property.

A Certificate of Insurance will be required at the time of execution of contract evidencing general and professional liability coverage in an amount of at least \$1,500,000.

#### 5. Recordings

The Assignee shall be responsible at its sole cost and expense for the recording of the Assignment document, any necessary and appropriate releases and any other documents deemed necessary by either party hereto.

#### 6. Enforcement of Tax Liens

Without waiving any rights it may have as a result of the assignment of the Tax Liens, the Assignee represents that it will make a reasonable attempt to work out the payment of the delinquent taxes, interest and fees secured by the Tax Liens without instituting foreclosure or similar litigation. The Town agrees that the Assignee may in its sole discretion enter into any form of payment plan with respect to the payment of all or any part of a Tax Lien. The terms and conditions of such payment plan shall be within the sole discretion of the Assignee. The Town recognizes however that the collection of debts secured by tax liens must proceed within certain statutory time frames and that the Assignee cannot jeopardize its position with regard to such liens. Accordingly, the Assignee may enforce the Tax Liens in any manner permitted pursuant to the provisions of the Connecticut General Statutes once reasonable efforts to arrange for voluntary payment of the delinquencies have failed; provided however that in no event shall the Assignee name the Town as a defendant in any foreclosure action.

With approval of the Town as provided below, the Assignee may assign any or all of its interests, rights and obligations under this Agreement with respect to the Tax Liens. The Town shall not unreasonably withhold its consent to such further assignment. If the Town does provide notice that it objects to the assignment within sixty (60) days of notification by Assignee, the Town shall be deemed to have consented to the assignment. In addition and notwithstanding anything herein to the contrary, Assignee shall have the right to freely assign the Tax Liens either to an affiliate or to a lender for the purpose of financing only, without restriction. The term "affiliate" shall mean any person or entity controlling, controlled by or under common control of the Assignee or its manager. In the event of any such assignment, sale or conveyance, this Assignment Agreement and any amendments hereto

or thereto shall be binding upon the heirs, successors and assigns of the parties hereto and of the subsequent assignee. Any assignment, sale or conveyance by the Assignee of the Tax Lien, or any interest therein, shall not modify, relieve, terminate or discharge any of the Assignee's obligations under this Assignment Agreement, except as agreed to by the Town.

#### 7. Municipal Taxes; Management of Properties

Beginning on the Effective Date, Assignee agrees to pay all municipal taxes on the Property no later than August 1. If the owner of the Property pays some or all of the municipal taxes, any payment by the Assignee in excess of such payment by the owner shall be credited against the Purchase Price.

If the Assignee acquires title to the Property, the Assignee agrees to maintain the Property in accordance with all applicable federal, state and local codes, laws, ordinances and regulations. In addition, the Assignee agrees that upon acquisition of title to the Property, it shall pay all municipal taxes in accordance with a tax abatement agreement to be entered into between the Town and Assignee.

#### 8. Indemnification

The Assignee represents that it will fully comply with all relevant local, state and federal laws, codes, ordinances and regulations in the enforcement or collection of the Tax Liens.

The Assignee shall indemnify and hold harmless the Town, its employees, officials and agents, including any of the foregoing sued as individuals, from any lawsuit, counterclaim or administrative proceeding seeking money damages, refund or discharge of taxes, equitable or other relief of any kind, arising from or in connection with (i) the exercise of the power and authority granted by this Agreement over the Tax Liens (ii) any unlawful act in connection with the collection efforts by the Assignee (iii) the institution of foreclosure of any of the Tax Liens in violation of applicable law (iv) any violation of any state or federal securities or blue sky law, statute, rule or regulation (v) any unlawful act of the Assignee, its officers and employees, to collect amounts secured by the Tax Liens or (vi) any inaccuracy or misrepresentation in or breach of any representations, warrants, covenants or agreements made by Assignee in this Agreement. Such indemnification shall include payment of any judgment as well as any legal fees or costs incurred by the Town.

The Town shall indemnify and hold harmless the Assignee, its employees, officials and agents, including any of the foregoing sued as individuals from any lawsuit, counterclaim or administrative proceeding seeking money damages, refund or discharge of taxes, equitable or other relief of any kind, arising from or in connection with or, which arise out of or result from: (i) any unlawful exercise by the Town of powers and authority granted to the Assignee by this Agreement, (ii) any unlawful acts of the Town (including its officers and employees), (iii) the institution of foreclosure of the Tax Liens or any other collection action taken by the Town in violation of applicable law or any provisions of this Agreement, and (iv) any inaccuracy or misrepresentation in or breach of any representations, warranties, covenants or agreements made by the Town in this Agreement. Such indemnification shall include payment of any judgment as well as any legal fees or costs incurred by Assignee.

#### 9. Representations and Covenants by the Town

Subject to the contingency of Town Meeting approval of the Agreement, the Town hereby represents and warrants to Assignee and its assigns, all of the representations are true, complete and correct in all respects as of the date hereof and as of the Closing Date, as follows:

- a. The Town represents that the Purchase Price paid for the Tax Liens shall be accepted by the Town as correct and accurate reflection of the sums due and owing for the assignment of said liens;
- b. The Town represents that the information concerning the Tax Liens is the same information as contained in the records of the Thompson Tax Collector with respect to such liens. In the event that the information provided by the Town to the Assignee is incorrect, and in reliance upon said information the Assignee has overpaid the Town, the Town agrees to promptly refund any overpayment to the Assignee;
- c. the Assignee shall be responsible for exercising due diligence in evaluating any risk that may be associated with the Tax Lien. Unless otherwise set forth herein, the Town makes no representations or warranties as to the title to any property or as to the collectability of the Tax Lien. However, in the event that a court of competent jurisdiction determines, by a final, non-appealable judgment, that a Tax Lien is unenforceable due to the negligence or error of the Town, the Town shall refund a pro rata portion of the Purchase Price, without interest, based upon the ratio of the value of the unenforceable lien or liens, including principal, interest and other charges identified in Schedule A, to the total value of all of the liens on the list. Similarly, if any Future Tax Lien is judicially declared to be unenforceable, the Town shall refund the amount paid for the assignment of said lien to the Assignee, without interest. The Assignee shall thereupon reassign the said lien or liens to the Town.
- d. The Town is the sole owner of and possesses full right, title and interest in and to each of the Tax Liens;
- e. The Town has legal authority to assign and transfer the Tax Liens and the Town has performed all necessary actions and obtained such approvals from the Board of Selectmen and from all other appropriate Town officers as is required by state or local law;
- f. Such Tax Liens and all interest and rights therein are freely assignable to the Assignee to the fullest extent permitted under Connecticut law and there has been no prior assignment of the Tax Liens;
- g. The Town is a political subdivision of the State of Connecticut and is duly organized and validly existing under the laws governing its creation. The Town has full power and authority to enter into and perform this Agreement and all action necessary to authorize the execution and delivery of this Agreement and the performance by the Town of its obligations hereunder has been duly taken. This Agreement has been duly executed by the Town and constitutes the legal, valid, binding and enforceable obligation of the Town,

enforceable against the Town in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other laws relating to or affecting the rights of creditors generally or by general principles of equity;

- h. There is no action, suit, claim or proceeding pending or, to the best of its knowledge, threatened against the Town, whether at law or in equity, before any court or by or before any other governmental commission, board, bureau, agency or instrumentality that, if determined adversely to the interests of the Town, could have a material adverse effect upon the ability of the Town to perform its obligations hereunder.

- i. As to each of the Tax Liens:

- i. The assignment of such Tax Liens hereunder constitutes a legal, valid and binding transfer of such Tax Lien to the Assignee;
- ii. Neither the Tax Lien nor the underlying tax obligation has been waived, modified, altered, satisfied, redeemed or subordinated in any respect or rescinded, and the related property securing the payment of same has not been released in whole or in any part, nor has any instrument been executed that would affect any such cancellation, subordination, rescission or release;
- iii. Each Tax Lien constitutes a valid enforceable lien against the related property, subject to no prior liens or encumbrances retained by the Town, and enjoying such first priority with respect to any other liens or encumbrances;
- iv. Such Tax Lien secures the obligation to pay an amount equal to the full aggregate tax on such Tax Lien;
- v. The Town has complied with all applicable laws in connection with the assignment of the Tax Liens;
- vi. Upon the completion of the assignment of each such Tax Lien pursuant to this Agreement and as permitted by law, the Assignee shall have received from the Town and shall have and possess the same powers and rights at law or in equity as the Town and the tax collector would have had if the Tax Liens had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection; and
- vii. Such Tax Liens have been levied by the Town and the Town has given the applicable taxpayer notice thereof in accordance with the pertinent Connecticut statutes and any other applicable law, and the levying of such Tax Liens and the giving of such notice will not conflict with or result in a breach or constitute a default under any provision of the Connecticut statutes or other applicable laws.

- j. For the term of this Agreement subsequent to the Closing Date, if the tax collector of the Town has actual knowledge of a breach of any of the representations and warranties made by the Town contained herein, the Town shall give prompt written notice of same to the Assignee.

The Town further covenants to the Assignee as follows:

- a. The Town agrees that it shall take no further action in collecting the taxes secured by the Tax Liens after the date of Closing and that any taxpayer seeking to pay the same shall be referred to the Assignee for payment arrangements;
- b. In the event that payments are received by the Town for any such Tax Lien the Town agrees to apply such payments to the Purchase Price, until fully paid, and after such all promptly forward such sums to the Assignee, provided that the Assignee is in compliance with all terms of this Agreement;
- c. The Town shall provide to the Assignee, upon request, such information which the Town has in its possession, obtained in the ordinary course of business, regarding the Tax Liens, excluding title searches, in order that the Assignee may process and administer the same.

10. Representations and Covenants by the Assignee

The Assignee represents that to the best of its knowledge:

- a. It has full authority to purchase the Tax Liens and that it is neither under any legal disability nor subject to any threatened or pending litigation which would adversely affect its ability to perform any of the duties or obligations imposed upon it by the RFP or by this Assignment Agreement;
- b. The Assignee is qualified to do business in the State of Connecticut, and its statutory agent of service is authorized i to accept service of process on its behalf with respect to any dispute that may arise out of the Assignee's performance of the terms of this Agreement;
- c. Either the transaction contemplated by this Agreement shall be in compliance with all applicable state and federal securities laws, or that such transaction shall be exempt from such securities laws;
- d. Its source of funds for financing this assignment are lawful and exempt from the application of any civil forfeiture provision of any state or federal law with respect to funds derived from a criminal enterprise and hereby agrees to indemnify the Town for any liability or loss the Town incurs due to the application of such laws to any funds transferred by the Assignee to the city in connection with this Agreement or the Assignment.

The Assignee covenants with the Town as follows:

- a. In collecting or enforcing any tax liens subject to this Agreement, the Assignee shall not discriminate against any person on the basis of sex, race, color, creed, age or national origin and shall at all times comply with all local, state and federal anti-discrimination laws, rules and regulations. The Assignee agrees to comply with all relevant local, state and federal laws and regulations pertaining to tax collection practices and procedures, including but not limited to provisions of the Connecticut General Statutes governing tax collection and the statutory rate of interest and to provide releases upon payment of liens in the manner required by law;
- b. The parties acknowledge that Assignee has applied to and been accepted into the "Abandoned Brownfield Cleanup Program," pursuant to Connecticut General States Section 32-768, and therefore, any transfer of the Property or foreclosure of any lien against the Property will not trigger the requirements of Connecticut Transfer Act, Section 22a-134 et seq. of the Connecticut General Statutes ("Transfer Act"). If the transfer of the Property or foreclosure of any lien against the Property is determined to be subject to the Transfer Act, the Assignee agrees to be solely responsible for determining and complying with any requirements of the Transfer Act or any other similar law applicable to the Assignee that may apply to the Property in any foreclosure or other action against the Tax Liens. In addition, as between the Town and the Assignee, the Assignee agrees to bear the any liability that may be created by, ownership or operation of the Property, or any condition with respect to the Property that may be in violation of any local, state or federal environmental law or regulation or that may result in any kind of enforcement action whatsoever; and
- c. The Assignee shall keep on file with the Thompson Tax Collector and the Thompson Corporation Counsel a corporate resolution that sets forth the current address of the Assignee for payment purposes, and which resolution shall be accompanied by the corporate secretary's certification and seal.

#### 11. Default

- a. If the Assignee breaches any of its representations, warranties or covenants made hereunder, does not comply with any of its duties and obligations hereunder or is otherwise not in compliance with this Agreement or the Assignment of Municipal Tax Liens (Schedule B), the Assignee shall be in default hereunder and the Town shall have the right to exercise any rights that it may have pursuant to the terms of this Agreement, or in law or equity with respect to such breach or noncompliance by the Assignee.
- b. If the Town breaches any of its representations, warranties or covenants made hereunder, does not comply with any of its duties and obligations hereunder or is otherwise not in compliance with this Agreement or the Assignment of Municipal Tax Liens (Schedule B) the Town shall be in default hereunder and the Assignee shall have the right to exercise any rights that it may have pursuant to the terms of this Agreement, or in law or equity with respect to such breach or noncompliance by the Town.



12. Remedies

The remedies provided for in this Agreement shall be cumulative, and shall not preclude assertion by either party of any other rights or the seeking of any other remedies against the other party and shall not limit the right of any party hereto to take any other action available at law or in equity.

13. Benefit of Agreement

This Agreement and all of the right and obligations hereunder shall inure to the benefit of and are binding upon the parties hereto and their respective successors and permitted assigns only and shall not be to the benefit of any third parties.

14. Severability

If any one or more of the provisions or terms of this Agreement shall be held invalid for any reason whatsoever, then such provisions or terms shall be ineffective to the extent of such invalidity or unenforceability, shall be deemed void and severable from the remaining provisions and terms of the Agreement and shall not affect the validity or enforceability of such other provisions or terms herein. If there is any conflict between this Agreement and the RFP, this Agreement shall control.

15. Amendments; Waivers

This Agreement may be amended or terminated only by a writing signed by both parties hereto. Compliance with any provision hereof may not be waived by the Assignee or by the Town unless such amendment or waiver is consented to in writing by the other party hereto.

16. Notices

All notices required or permitted under this Agreement shall be given to the parties in writing at their respective addresses set forth below:

If to the Town

Thompson Tax Collector  
815 Riverside Drive  
PO Box 845  
North Grosvenordale, CT 06255-0845

With a copy to:

Kenneth R. Slater, Jr.  
Halloran and Sage, LLP  
One Goodwin Square  
225 Asylum Street  
Hartford, CT 06103

If to the Assignee:

John Gumpert  
River Mill Redevelopment, LLC

4770 South Atlanta Road, Suite 200  
Atlanta, GA 30339

With a copy to:

Pamela K. Elkow  
Corporate Law Partners, PLLC  
1055 Washington Blvd., 4<sup>th</sup> Floor  
Stamford, CT 06901

17. Binding Effect

This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

18. Governing Law; Venue; Consent to Jurisdiction

This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed, interpreted and enforced in accordance with the laws of Connecticut, without giving effect to the conflict of laws principles thereof.

The Assignee and the Town irrevocably and unconditionally (i) agree that any suit, action or other legal proceeding arising out of this Agreement or the Assignment may be brought only in the state or federal courts of record located in Connecticut; (ii) consent to the non-exclusive jurisdiction of each such court in any such suit, action or proceeding; and (iii) waive any objections which they may otherwise have to the laying of venue of any such suit, action or proceeding in any such courts.

19. Counterparts

This Agreement may be executed and delivered in any number of counterparts, and such counterparts taken individually shall be sufficient to constitute the whole of this Agreement and taken together shall constitute one and the same instrument.

20. Miscellaneous

The Section heading of this Agreement are for convenience or reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the parties. Delivery of an executed signature page to this Agreement, or any other Assignment Documents, by facsimile transmission or email transmission (of scanned documents) shall be as effective as delivery of a manually signed counterpart of this Agreement or such other Assignment Document.

21. Conditions of Closing

The obligations of the parties hereto to consummate the transaction contemplated hereby shall be subject to the satisfaction of the following conditions precedent:

- a. Execution and delivery of this Agreement by duly authorized parties;
- b. Execution and delivery by the Town of the Assignment of Municipal Tax Liens (Schedule B);

- c. Payment by the Assignee to the Town of the Purchase Price as of the Closing Date in accordance with payment instructions provided by the Town;
- d. Execution and delivery by the Town of an acceptable authorization to assign the Tax Liens;
- e. Execution and delivery by an authorized officer of the Assignee of a certificate as to address for payments and notices; and
- f. Delivery to the Assignee by the Town of certified copies of Tax Lien certificates.

22. Effective Date

This Agreement shall be effective upon the last date of execution by either party hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

[SIGNATURE PAGE FOLLOWS]

Signed, sealed and delivered in the presence of:

TOWN OF THOMPSON

[name]

By: \_\_\_\_\_  
Amy St. Onge  
Its First Selectman

RIVER MILL REDEVELOPMENT, LLC

[name]

By: \_\_\_\_\_  
John Gumpert  
Its Manager

STATE OF CONNECTICUT           )  
   ) SS: Thompson \_\_\_\_\_, 2023  
COUNTY OF WINDHAM          )

Personally appeared Amy St. Onge, First Selectman of the Town of Thompson, signer and sealer of the foregoing instrument who acknowledged the same to be her free act and deed and the free act and deed of the Town of Thompson before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public  
My Commission Expires:  
Commissioner of the Superior Court

STATE OF CONNECTICUT           )  
  ) SS: Thompson \_\_\_\_\_, 2023  
COUNTY OF WINDHAM          )

Personally appeared John Gumpert, Manager of River Mill Redevelopment, signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed and the free act and deed of River Mill Redevelopment, LLC, before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public  
My Commission Expires:  
Commissioner of the Superior Court

## Schedule A



## SCHEDULE B

### ASSIGNMENT OF MUNICIPAL TAX LIENS

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Town of Thompson, a municipal corporation having its territorial limits within the County of Windham and State of Connecticut (hereinafter referred to as the "Town") and River Mill Redevelopment, LLC, a limited liability company authorized by the Secretary of the State of Connecticut to transact business within the State of Connecticut, which was organized under and by virtue of the laws of the State of Georgia \_\_\_\_\_ (hereinafter referred to as the "Assignee"), both sometimes referred to as the "Parties."

#### WITNESSETH THAT:

WHEREAS, the Town is the owner and holder of certain tax liens filed pursuant to the provisions of §12-173 of the Connecticut General Statutes by its tax collector to secure unpaid taxes on real property, which liens (hereinafter referred to as the "Tax Liens") are more particularly described and listed in Schedule A attached hereto and hereby made a part hereof; and

WHEREAS, pursuant to the provisions of §12-195h of the Connecticut General Statutes, as amended from time to time, and pursuant to the provisions of a certain Agreement between the Parties hereto (which agreement is entitled, "Agreement For The Assignment Of Certain Real Property Tax Liens Of The Town Of Thompson", a copy of which is on file with the Office of the Tax Collector of the Town of Thompson \_\_\_\_\_), the Town seeks to assign forever all right, title and interest in and to said Tax Liens and any potential future Tax Liens related to such Tax Liens to the Assignee; and,

WHEREAS, the Board of Selectmen of the Town of Thompson has, by resolution dated \_\_\_\_\_, 2023 authorized the assignment of certain Tax Liens and authorized the First Selectman to execute any and all documents necessary to effectuate said assignment, which resolution was approved by the qualified voters attending a duly called Town Meeting.

NOW THEREFORE, in consideration of the promises herein contained, and for other good and valuable consideration which is hereby acknowledged, the Parties agree as follows:

1. Assignment. The Town does hereby assign, bargain, grant, set over and transfer to the Assignee all of its right, title and interest in and to the Tax Liens contained in Schedule A and any potential future tax liens related to such Tax Liens. The Assignee hereby accepts the assignments as aforesaid and agrees to assume all obligations, powers and duties as the Town and the Town's tax collector would have pursuant to Connecticut law and as may be imposed by law. Said assignment is absolute, irrevocable and without recourse by the Assignee as against the Town.
2. Costs. All costs, expenses and fees, which shall be incurred in any way with regard to the collection of amounts secured by the Tax Liens, including any such costs, expenses and fees associated with prospective actions to foreclose the Tax Liens, shall be the sole responsibility of and at the sole expense of the Assignee.
3. Hold Harmless. The Assignee shall hold harmless and indemnify the Town from and against any and all claims, liabilities, actions, costs and expenses whatsoever, including, without limitation, all legal costs, expenses, fines and penalties arising out of or related in any way to the Assignee's actions to collect such sums as are owed as secured by the Tax Liens or to foreclose the Tax Liens.

4. Successors and Assigns. All the representations, warranties, covenants and agreements contained in this Assignment by or on behalf of the Parties shall bind and inure to the benefit of their respective successors and permitted assigns.
5. Governing Law. This Assignment and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Connecticut.

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Personally appeared John Gumpert, Manager of River Mill Redevelopment, signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed and the free act and deed of River Mill Redevelopment, LLC, before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

My Commission Expires:

Commissioner of the Superior Court