
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

ADDIS BUILDING, LLC PROJECT

TRANSCRIPT OF PROCEEDINGS

CLOSING DATE: MARCH 27, 2018

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

ADDIS BUILDING, LLC PROJECT

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PROJECT AGREEMENT

THIS PROJECT AGREEMENT (the "*Project Agreement*"), made as of March 1, 2018, by and between the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at 201 East Washington Street, 7th Floor, Syracuse, New York 13202 (the "*Agency*") and **ADDIS BUILDING, LLC**, a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, with offices at 100 Madison Street, Suite 1905, Syracuse, New York 13202 (the "*Company*").

WITNESSETH:

WHEREAS, Title I of Article 18-A of the General Municipal Law of the State of New York (the "*Enabling Act*") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "*State*") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 641 of the Laws of 1979 of the State, as amended (collectively, with the Enabling Act, the "*Act*") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, the Company submitted an application (the "*Application*") to the Agency requesting the Agency's assistance with respect to a certain project (the "*Project*") consisting of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the "*Building*") located at 449-53 South Salina Street, in the City of Syracuse, New York (the "*Land*"); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, all located on the Land (collectively, the "*Facility*"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "*Equipment*" and together with

the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, by resolutions of its members adopted on December 20, 2016 (collectively, the "**Resolutions**"), the Agency authorized certain financial assistance for the benefit of the Project consisting of: (a) an exemption from New York State and local sales and use taxes for purchases and rentals related to the Project with respect to qualifying personal property included in or incorporated into the Project Facility or used in the acquisition, construction or equipping of the Project Facility in an amount not to exceed **\$222,890**; and (b) an exemption from mortgage recording tax; (collectively referred to as the "**Financial Assistance**"); and

WHEREAS, it has been estimated and confirmed by the Company within its Application for Financial Assistance that: (i) the purchase of goods and services relating to the Project, and subject to New York State and local sales and use taxes, are estimated to cost an amount up to **\$2,786,123**; and therefore, the value of the State and local sales and use tax exemption benefits authorized and approved by the Agency cannot exceed **\$222,890**; and (ii) the mortgage recording tax exemption amount shall be approximately **\$24,375^a** (as limited by Section 874 of the General Municipal Law). There are no real property tax abatement benefits to be provided to the Company; and

WHEREAS, the Company proposes to lease the Land and Facility to the Agency, and the Agency desires to lease the Land and Facility from the Company pursuant to the terms of a certain Company Lease Agreement dated as of March 1, 2018 (the "**Company Lease**"), by and between the Company and the Agency; and

WHEREAS, the Agency proposes to acquire an interest in the Equipment pursuant to a bill of sale dated March 1, 2018 from the Company (the "**Bill of Sale**"); and

WHEREAS, contemporaneously with the execution of this Project Agreement, the Company shall execute and deliver an environmental compliance and indemnification agreement dated as of March 1, 2018 in favor of the Agency (the "**Environmental Compliance and Indemnification Agreement**"); and

WHEREAS, the Agency proposes to sublease the Project Facility to the Company, and the Company desires to lease the Project Facility from the Agency, upon the terms and

^a The parties acknowledge that the closing on the construction and/or permanent financing for the Project will occur subsequent to the Closing Date.

conditions set forth in a certain Agency Lease Agreement dated as of March 1, 2018 (the “*Agency Lease*”); and

WHEREAS, by its Resolutions, the Agency authorized the Company to act as its agent for the purposes of undertaking the Project and the Agency delegated to the Company the authority to appoint sub-agents subject to the execution of this Project Agreement and compliance with the terms set forth herein, in the Resolutions and in the Agency Lease; and

WHEREAS, in order to define the obligations of the Company regarding its ability to utilize the Agency’s State and local sales and use tax exemption benefit as agent of the Agency to acquire, construct, renovate, equip and complete the Project Facility, the Agency and the Company will enter into this Project Agreement; and

WHEREAS, the Agency requires, as a condition and as an inducement for it to enter into the transactions contemplated by the Resolutions, and as more particularly described in this Project Agreement, that the Company provide assurances with respect to the terms and conditions herein set forth; and

WHEREAS, this Project Agreement sets forth the terms and conditions under which Financial Assistance shall be provided to the Company; and

WHEREAS, no Financial Assistance shall be provided to the Company prior to the effective date of this Project Agreement.

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

ARTICLE I

PURPOSE OF PROJECT

Section 1.01 Recitals. The foregoing recitals are incorporated by referenced as if fully set forth herein.

Section 1.02 Purpose of Project. It is understood and agreed by the parties that the purpose of the Agency’s provision of Financial Assistance with respect to the Project is to, and the entering by the Agency into the Company Lease, Agency Lease and this Project Agreement is in order to, promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping, furnishing and completing of the Project Facility to advance job opportunities, health, general prosperity and economic welfare of the people of the City of Syracuse and to otherwise accomplish the public purpose of the Act.

ARTICLE II

REAL PROPERTY TAX EXEMPTION

Section 2.01. PILOT Agreement. The Company is not receiving an exemption from real property taxes from the Agency; and notwithstanding the Agency's interest in the Project Facility, the Company shall pay real property taxes as if privately owned.

ARTICLE III

SALES AND USE TAX EXEMPTION

Section 3.01. Scope of Agency. The Company agrees to limit its activities as agent for the Agency under the authority of the Resolutions and this Project Agreement to acquisition, reconstruction, installation and completion of the Project Facility. The right of the Company to act as agent of the Agency shall expire on the earlier of: **February 1, 2019**; or sixty days after the issuance of a certificate of occupancy, unless extended by a resolution adopted by the members of the Agency, or unless terminated early in accordance with the terms of the Agency Lease. The value of the sales and use tax exemption benefits shall not exceed the amounts described in the Application and as set forth in Section 3.03(b) unless approved by a resolution adopted by the members of the Agency. All contracts entered into by the Company as agent for the Agency shall include the following language:

“This contract is being entered into by _____ (the “*Agent*”), as agent for and on behalf of the City of Syracuse Industrial Development Agency (the “*Agency*”), in connection with a certain project of the Agency for the benefit of the Agent consisting in part of the acquisition and installation of certain machinery, equipment and building materials, all for use in construction and/or incorporation and installation in certain premises located at 449-53 South Salina Street, in the City of Syracuse, New York (the “*Premises*”). The machinery, equipment and building materials (collectively, the “*Equipment*”) to be used in the construction and/or incorporated and installed in the Premises shall be exempt from the sales and use taxes levied by the State of New York if the use and/or acquisition of the Equipment is effected in accordance with the terms and conditions set forth in the Project Agreement dated as of March 1, 2018 by and between the Agency and the Company (the “*Project Agreement*”); and the Agent represents that this contract is in compliance with the terms of the Project Agreement. This contract is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever. By execution or acceptance of this contract, the vendor/contractor acknowledges and agrees to the terms and conditions set forth in this paragraph.”

Section 3.02. Appointment of Sub-Agents. Subject to the terms and conditions of this Project Agreement and pursuant to the Resolutions, the Agency hereby delegates to the

Company the authority to appoint sub-agents of the Agency in connection with the Project, which may be agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and subagents and other parties as the Company chooses (each, a "**Sub-Agent**"). The appointment of each such Sub-Agent will be effective only upon: (1) the execution by the Sub-Agent and the Company of the Sub-Agent Appointment Agreement attached as Exhibit D to the Agency Lease (the "**Sub-Agent Agreement**"), the terms and provisions of which are incorporated herein; (2) the receipt by the Agency of a completed Form ST-60 in accordance with Section 3.03(c) below; and (3) receipt of any required insurance as set forth in the Sub-Agent Agreement.

Section 3.03. Representations and Covenants of the Company.

(a) The Company hereby incorporates and restates its representations, covenants and warranties made in the Agency Lease.

(b) The Company further covenants and agrees that the purchase of goods and services relating to the Project and subject to State and local sales and use taxes are estimated in the amount up to **\$2,786,123**, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency cannot exceed **\$222,890**.

(c) The Company further covenants and agrees to complete "IDA Appointment of Project Operator or Agent For Sales Tax Purposes" (Form ST-60) for itself and each Sub-Agent and to provide said form to the Agency within fifteen (15) days of appointment such that the Agency can execute and deliver said form to the State Department of Taxation and Finance within thirty (30) days of appointment.

(d) The Company further covenants and agrees to file an annual statement with the State Department of Taxation and Finance an "Annual Report of Sales and Use Tax Exemptions" (Form ST-340) regarding the value of sales and use tax exemptions the Company and its Sub-Agents have claimed pursuant to the agency conferred on the Company with respect to the Project in accordance with Section 874(8) of the Act. The Company further covenants and agrees that it will, within thirty (30) days of each filing, provide a copy of their filed ST-340 to the Agency, but in no event later than March 29 of each year. The Company understands and agrees that the failure to file such annual statement will result in the removal of: (1) the Company's authority to act as agents for the Agency; and (2) the authority of any Sub-Agent of the Agency appointed by the Company pursuant to Section 3.02 hereof to act as agent for the Agency.

(e) The Company further acknowledges and agrees that all purchases made in furtherance of the Project by the Company and any Sub-Agent shall be made using "IDA Agent or Project Operator Exempt Purchase Certificate" (Form ST-123, a copy of which is attached to the Sub-Agent Agreement), and it shall be the responsibility of the Company and the Sub-Agent, as the case may be, (and not the Agency) to complete Form ST-123. The Company acknowledges and agrees that it shall identify the Project on each bill and invoice for such purchases and further indicate on such bills or invoices that the Company is making purchases of

tangible personal property or services for use in the Project as agent of the Agency. For purposes of indicating who the purchaser is, the Company acknowledges and agrees that the bill of invoice should state, "I, [NAME OF AGENT], certify that I am a duly appointed agent of the City of Syracuse Industrial Development Agency and that I am purchasing the tangible personal property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under my Project Agreement with the City of Syracuse Industrial Development Agency." The Company further acknowledges and agrees that the following information shall be used by the Company to identify the Project on each bill and invoice: ADDIS BUILDING, LLC PROJECT, 449-53 South Salina Street, Syracuse, New York 13202, IDA Project No.: 31021703.

(f) The Company acknowledges and agrees that the Agency shall not be liable, either directly or indirectly or contingently, upon any contract, agreement, invoice, bill or purchase order in any manner and to any extent whatsoever (including payment or performance obligations), and the Company shall be the sole party liable thereunder.

Section 3.04. Hold Harmless Provisions.

(a) The Company releases the Agency and its members, officers, agents (other than the Company) and employees from, agrees that the Agency and its members, officers, agents (other than the Company) and employees shall not be liable for and agrees to indemnify, defend and hold the Agency and its members, officers, agents (other than the Company) and employees harmless from and against any and all claims, causes of action, judgments, liabilities, damages, losses, costs and expenses arising as a result of the Agency's undertaking the Project, including, but not limited to: (1) liability for loss or damage to property or bodily injury to or death of any and all persons that may be occasioned, directly or indirectly, by any cause whatsoever pertaining to the Project Facility or arising by reason of or in connection with the occupation or the use thereof or the presence of any person or property on, in or about the Project Facility; (2) liability arising from or expense incurred by the Agency's acquiring, constructing, equipping, installing, owning, leasing or selling the Project Facility, including, without limiting the generality of the foregoing, any sales or use taxes which may be payable with respect to goods supplied or services rendered with respect to the Project Facility, all liabilities or claims arising as a result of the Agency's obligations under this Project Agreement or the enforcement of or defense of validity of any provision of this Project Agreement; (3) all claims arising from the exercise by the Company of the authority conferred on it pursuant to Sections 3.01 and 3.02 hereof; and (4) all causes of action and reasonable attorneys' fees and other expenses incurred in connection with any suits or actions that may arise as a result of any of the foregoing; provided that any such claims, causes of action, judgments, liabilities, damages, losses, costs or expenses of the Agency are not incurred or do not result from the gross negligence or intentional wrongdoing of the Agency or any of its members, officers, agents (other than the Company) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency or any of its officers, members, agents (other than the Company) or employees and notwithstanding the breach of any statutory obligation or any rule of comparative or apportioned liability.

(b) In the event of any claim against the Agency or its members, officers, agents (other than the Company) or employees by any employee of the Company or any contractor of the Company or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of the Company hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Company or such contractor under workers' compensation laws, disability benefits laws or other employee benefit laws.

(c) To effectuate the provisions of this Section 3.04, the Company agrees to provide for and insure, in the liability policies required by Section 3.05 of this Project Agreement, its liabilities assumed pursuant to this Section 3.04.

(d) Notwithstanding any other provisions of this Project Agreement, the obligations of the Company pursuant to this Section 3.04 shall remain in full force and effect after the termination of this Project Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses, charges and costs incurred by the Agency, or its officers, members, agents (other than the Company) or employees, relating thereto.

Section 3.05. Insurance Required.

(a) The Company agrees that it shall maintain all insurance required under the Agency Lease.

(b) The Company agrees that it shall cause its general contractor for the Project to maintain, effective as of the date of the Sub-Agent Agreement until the expiration or termination of the general contractor's employment by the Company, or its designee, with respect to the Project Facility, all of the same insurance with respect to the Project Facility, as set forth in Article 6 of the Agency Lease as if the general contractor were the Company thereunder. The Company further agrees that it shall cause its general contractor for the Project to comply and abide, effective as of the date of the Sub-Agent Agreement and until the expiration or termination of the general contractor's employment by the Company, or its designee, with respect to the Project Facility, with all of the terms and conditions set forth in Article 6 of the Agency Lease with respect to the type, nature and proof of insurance required thereunder.

ARTICLE IV

COMMITMENTS AND REPORTING

Section 4.01. Compliance Commitments. The Company agrees and covenants that it shall meet and maintain the commitments set forth in (a) below beginning in the first year after completion of the Project. The Company further agrees and covenants that it shall meet and maintain the commitments set forth in (b) below with respect to retained jobs set forth in the Application starting in the first year in which Financial Assistance is claimed and/or provided; and with respect to new jobs, the Company shall create, in years one (1) through five (5) following completion of the Project the new jobs set forth in and in accordance with the Company's Application. The reporting of, and the commitment to, each of (a), (b) and (c) below continuing for a five (5) year period following completion of the Project (the "**Term**"):

(a) The total investment made with respect to the Project at the Project's completion date shall equal to or exceed \$5,572,246, being the total project cost as stated in the Company's Application for Financial Assistance (the "**Investment Commitment**").

(b) This Project will not create or retain any full time equivalent employment (the "**Employment Commitment**").

(c) The Company shall annually provide to the Agency certain information to confirm that the Project is achieving the investment, job retention, job creation, and other objectives of the Project for the Term (the "**Reporting Commitment**").

Section 4.02. Reporting Requirement. As part of the commitments set forth in Section 4.01, the Company shall provide annually, to the Agency, a certified statement and supporting documentation: (i) enumerating the full time equivalent jobs retained and the full time equivalent jobs created as a result of the Financial Assistance, by category, including full time equivalent independent contractors or employees of independent contractors that work at the Project location, and (ii) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that was provided in the application for Financial Assistance is still accurate and if it is not still accurate, providing a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created. **Exhibit "A"** contains a form of annual certification that the Company must complete and submit to the Agency on an annual basis. The Agency reserves the right to modify such form to require additional information that the Agency must have in order to comply with its reporting requirements under the Act.

ARTICLE V

SUSPENSION, DISCONTINUATION, RECAPTURE AND/OR TERMINATION OF FINANCIAL ASSISTANCE

Section 5.01. Suspension, Discontinuation, Recapture and/or Termination of Financial Assistance. It is understood and agreed by the Parties that the Agency is entering into the Company Lease, the Agency Lease and this Project Agreement in order to provide Financial Assistance to the Company for the Project Facility and to accomplish the public purposes of the Act.

(a) In accordance with Section 875(3) of the New York General Municipal Law, the policies of the Agency, and the Resolutions, the Company covenants and agrees that it is subject to recapture of all State sales and use tax exemption benefits if:

(1) the Company or its Subagents, if any, authorized to make purchases for the benefit of the Project are not entitled to the State sales and use tax exemption benefits; or

(2) the State sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company or its Subagents, if any; or

(3) the State sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or

(4) the Project has failed to comply with a material term or condition to use the property or services in the manner required by any project document between the Company and the Agency.

Each of the foregoing four events are hereinafter referred to as a “***State-Mandated Recapture Event***”. The Agency shall evaluate, annually as of December 31, or at any time information is brought to the Agency’s attention, whether a State-Mandated Recapture Event has occurred.

(b) In addition to Section 5.01(a), in accordance with the policies of the Agency and the Resolutions, the Company covenants and agrees that the Agency shall have the right to suspend, discontinue, recapture or terminate all or any portion of any Financial Assistance to the extent any of the following occur (each a “***Deficit***”):

- a) for projects that utilized local sales and use tax exemptions, the project was not entitled to such exemptions, such exemptions were in excess of the amounts authorized by the Agency, and/or such exemptions were for property or services not authorized by the Agency (each, a “***Local Sales Tax Benefit Violation***”);

- b) the company, upon completion of the project, fails to reach and maintain at least 85 percent of its employment requirements for job creation and/or retention (“*Job Deficit*”);
- c) the total investment actually made with respect to the project at the project’s completion date is less than 85 percent of its investment requirement (“*Investment Deficit*”);
- d) the company fails to provide annually to the Agency certain information to confirm that the project is achieving the investment, job retention, job creation, and other objectives of the Project (“*Reporting Failure*”); or
- e) there otherwise occurs any event of default under any project document (each, an “Event of Default”) or a material violation of the terms and conditions of any project document (a “*Material Violation*”).

The Agency shall evaluate, annually as of December 31, or at any time information is brought to the Agency’s attention, whether a Local Sales Tax Benefit Violation, Job Deficit, Investment Deficit, Reporting Failure Event of Default or Material Violation (each a “*Noncompliance Event*”) has occurred. Notwithstanding the foregoing, the Agency may determine whether an Event of Default has occurred pursuant to any Project Document in accordance with the terms of the Project Document.

At the time of any Noncompliance Event, the Agency shall determine by resolution whether to exercise its right to suspend, discontinue, recapture or terminate all or any portion of the Financial Assistance in accordance with its Recapture Policy; and shall consider the following criteria in determining whether to proceed to suspend, discontinue, recapture or terminate all or any portion of the Financial Assistance:

- i. Whether the Company has proceeded in good faith.
- ii. Whether the Project has not performed as required due to economic issues, changes in market conditions or adverse events beyond the control of the Company.
- iii. Whether the enforcement by the Agency of its right to suspend, discontinue, recapture or terminate all or any portion of the Financial Assistance would create a more adverse situation for the Company, such as the Company going out of business or declaring bankruptcy, which would not occur if the Agency’s rights were not exercised.
- iv. Whether the enforcement by the Agency of its right to suspend, discontinue, recapture or terminate all or any portion of the Financial Assistance would create an adverse situation for the residents of the City of Syracuse.

With copies to: Corporation Counsel
City of Syracuse
233 East Washington Street
Syracuse, New York 13202

Barclay Damon LLP
Barclay Damon Tower
125 East Jefferson Street
Syracuse, New York 13202
Attn: Susan R. Katzoff, Esq.

If to the Company: Addis Building, LLC
100 Madison Street, Suite 1905
Syracuse, New York 13202
Attn: Timothy Lynn, Esq.

With a copy to: Centolella, Lynn, D'Elia & Temes, LLC
100 Madison Street, Suite 1905
Syracuse, New York 13202
Attn: Anthony J. D'Elia, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when received or delivery of same is refused by the recipient or personally delivered in the manner provided in this Section.

Section 6.03. Amendments. No amendment, change, modification, alteration or termination of this Project Agreement shall be made except in writing upon the written consent of the Company and the Agency.

Section 6.04. Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Project Agreement or the application thereof shall not affect the validity or enforceability of the remaining portions of this Project Agreement or any part thereof.

Section 6.05. Counterparts. This Project Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

Section 6.06. Governing Law. This Project Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Onondaga County, New York.

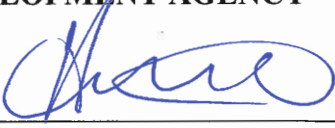
Section 6.07. Term. Except as specifically provided otherwise, the term of this Project Agreement shall be the longer of: (1) the term of the Agency Lease : or (2) five years following the Project’s substantial completion date as evidenced by a certificate of occupancy. The Project will remain “active” for purposes of Section 874(12) of General Municipal Law and the Agency’s Annual Assessment Policy during the term of this Project Agreement.

Section 6.08. Section Headings. The headings of the several Sections in this Project Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Project Agreement.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Honora Spillane, Executive Director

ADDIS BUILDING, LLC

By: 
Timothy M. Lynn, Managing Member


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

TIMOTHY M. LYNN, being first duly sworn, deposes and says:

1. That I am the Managing Member of Addis Building, LLC and that I am duly authorized on behalf of the Company to bind the Company and to execute this Project Agreement.
2. That the Company confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the Project is in substantial compliance with all applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.


(Signature of Officer)

Subscribed and affirmed to me
under penalties of perjury
this 27th day of March, 2018.


(Notary Public)

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 2020

EXHIBIT A

FORM OF ANNUAL REPORTING QUESTIONNAIRE

SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
201 East Washington Street, 7th Floor, Syracuse, New York 13202

Date

COMPANY
COMPANY ADDRESS

Dear _____:

Our auditors, _____, CPAs are conducting an audit of our financial statements for the year ended December 31, _____. In connection with that audit, we request that you furnish certain information directly to our auditor with regard to the following security issued by/through the City of Syracuse Industrial Development Agency:

Sale - Leaseback Financing

Project: _____

Date of Financing:

Principal Amount Financed:

Maturity Date:

Original Interest Rate:

Please provide the following information as of December 31, [year]:

Name of Lender

Debt Retired in [year] Yes/No

Debt Refinanced in [year] Yes/No

(If Yes, please update information in Paragraph 1 above)

Debt in Default as of [date] Yes/No

Current Interest Rate(s)

Rate range, if Variable

Principal balance outstanding as of [date]

Principal payments made during [year]

Payments in Lieu of Taxes (PILOT)

paid in [year]

Total cost of goods/services purchased: \$ _____

New York State Sales Tax Exemptions Claimed [year]

New York Local Sales Tax Exemptions Claimed: [year]

New York State Mortgage Recording

Tax Exemption: [year]

Form of Syracuse Industrial Development Agency — Project Jobs Data [year]

From:

To: _____, CPAs

Re:

The following jobs information is furnished to you with regard to the above cited project:

Full Time Equivalent (FTE) Jobs Created and Retained – [year]

of Current FTE Employees as of [closing date]

of FTE Jobs Created during [year]

of FTE Jobs Retained during [year]

of FTE Construction Jobs Created during [year]

Comments:

Signature

Print Name

Title

Date

2

ADDIS BUILDING, LLC

AND

**CITY OF SYRACUSE
INDUSTRIAL DEVELOPMENT AGENCY**

COMPANY LEASE AGREEMENT

DATED AS OF MARCH 1, 2018

COMPANY LEASE AGREEMENT

THIS COMPANY LEASE AGREEMENT (the “*Company Lease*”), made and entered into as of March 1, 2018, by and between **ADDIS BUILDING, LLC** (the “*Company*”), a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, with offices at 100 Madison Street, Suite 1905, Syracuse, New York 13202 and **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY** (the “*Agency*”), a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, duly organized and existing under the laws of the State of New York, with an office at 201 East Washington Street, 7th Floor, Syracuse, New York 13202.

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the New York General Municipal Law (the “*Enabling Act*”) was duly enacted into law as Chapter 1030 of the New York Laws of 1969; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages, and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip, and dispose of land and any buildings or other improvements, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, or industrial purposes, in order to advance the job opportunities, health, general prosperity, and economic welfare of the people of the State of New York and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease or sell any or all of its properties, to mortgage and pledge any or all of its properties, whether then owned or thereafter acquired, and to pledge the revenues and receipts from the lease or sale thereof; and

WHEREAS, the Agency was created pursuant to and in accordance with the provisions of the Enabling Act by Chapter 641 of the Laws of 1979 of the State of New York (collectively with the Enabling Act, the “*Act*”) and is empowered under the Act to undertake the Project (as hereinafter defined); and

WHEREAS, the Agency, by resolution adopted on December 20, 2016, agreed, at the request of the Company to undertake a project (the “*Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the “*Building*”) located at 449-53 South Salina Street, in the City of Syracuse, New York (the “*Land*”); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, all located on the Land (collectively, the “*Facility*”); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”); (B) the granting of certain financial assistance in the

form of exemptions from State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the “*Financial Assistance*”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Company is the current owner of the Project Facility; and

WHEREAS, the Agency proposes to assist the Company’s acquisition, reconstruction, renovation and equipping of the Project Facility, and grant the Financial Assistance to the Project by, among other things: (1) appointing the Company, or its designee, as its agent with respect to the Project Facility; (2) accepting a leasehold interest in the Land and Facility from the Company pursuant to this Company Lease and acquiring an interest in the Equipment pursuant to a bill of sale from the Company; and (3) subleasing the Project Facility to the Company pursuant to the Agency Lease; and

WHEREAS, the Agency now proposes to lease the Land and Facility from the Company pursuant to the terms and conditions set forth herein; and

WHEREAS, all things necessary to constitute this Company Lease a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Company Lease have, in all respects, been duly authorized.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I

RECITALS AND DEFINITIONS

1.0 RECITALS.

The foregoing recitals are incorporated herein by reference as if fully set forth hereinbelow.

1.1 DEFINITIONS.

For all purposes of this Company Lease and any agreement supplemental thereto, all defined terms indicated by the capitalization of the first letter of such term shall have the meanings specified in the Table of Definitions which is attached to the Agency Lease as Exhibit “C” thereto except as otherwise expressly defined herein or the context hereof otherwise requires.

1.2 INTERPRETATION.

In this Company Lease, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “herein,” “hereunder,” and any similar terms as used in this Company Lease refer to this Company Lease; the term “heretofore” shall mean before and the term “hereafter” shall mean after the date of this Company Lease;

(b) Words of masculine gender shall mean and include correlative words of feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa; and

(c) Any certificates, letters, or opinions required to be given pursuant to this Company Lease shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law, or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Company Lease.

ARTICLE II

DEMISE; PREMISES; TERM

2.1 DEMISE.

The Company hereby leases to the Agency, and the Agency hereby leases from the Company, the Land and the Facility for the stated term for the rents, covenants and conditions set forth herein subject only to the Permitted Encumbrances.

2.2 DESCRIPTION OF PREMISES LEASED.

The leased premises is the Land and the Facility described in the recitals of this Company Lease and as more fully described on **Exhibit “A”** attached hereto.

2.3 TERM.

The Project is leased for a term which shall commence as of March 1, 2018, and shall end on the expiration or earlier termination of the Agency Lease.

2.4 MANDATORY CONVEYANCE.

At the expiration of the term hereof or any extension thereof by mutual agreement, or as otherwise provided in the Agency Lease, this Company Lease shall automatically expire without any further action by the parties hereto. The Company hereby irrevocably designates the Agency as its attorney-in-fact, coupled with an interest, for the purpose of executing, delivering and recording terminations of leases and bill of sale together

with any other documents therewith and to take such other and further actions reasonably necessary to confirm the termination of the Agency's interest in the Project, all at the Company's sole cost and expense.

2.5 CONSIDERATION.

The Agency is paying to the Company concurrently with the execution hereof consideration of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Company.

2.6 REPRESENTATIONS AND COVENANTS OF THE COMPANY.

The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of New York, has the power to enter into this Company Lease and the other Company Documents and to carry out its obligations hereunder and thereunder, and has duly authorized the execution, delivery, and performance of this Company Lease and the other Company Documents.

(b) This Company Lease and the other Company Documents constitute, or upon their execution and delivery in accordance with the terms thereof will constitute, valid and legally binding obligations of the Company, enforceable in accordance with their respective terms.

(c) The Company has a valid and enforceable fee interest in the Land and the Facility and shall remain and retain such interests for the term of this Company Lease unless otherwise consented to in writing by the Agency.

(d) Neither the execution and delivery of this Company Lease and the other Company Documents, the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the provisions thereof will:

(1) Result in a breach of, or conflict with any term or provision in, the Company's Articles of Organization and Operating Agreement;

(2) Require consent under (which has not been heretofore received) or result in a breach of or default under any credit agreement, indenture, purchase agreement, mortgage, deed of trust indenture, commitment, guaranty or other agreement or instrument to which the Company is a party or by which the Company or any of its property may be bound or affected; or

(3) Conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction, or decree of any Governmental Authority or court (domestic or foreign) having jurisdiction over the Company or any of the property of the Company.

(g) So long as the Agency holds an interest in the Project Facility, the Project Facility is and will continue to be a “project” (as such quoted term is defined in the Act), and the Company will not take any action (or omit to take any action required by the Company Documents or which the Agency, together with Agency’s counsel, advise the Company in writing should be taken), or allow any action to be taken, which action (or omission) would in any way cause the Project Facility not to constitute a “project” (as such quoted term is defined in the Act).

(h) The Company shall cause all notices as required by law to be given and shall comply or cause compliance with all laws, ordinances, municipal rules, and regulations and requirements of all Governmental Authorities applying to or affecting the construction, equipping and operation of the Project Facility (the applicability of such laws, ordinances, rules, and regulations to be determined both as if the Agency were the owner of the Project Facility and as if the Company, were the owner of the Project Facility), and the Company will defend and save the Agency and its officers, members, agents (other than the Company), and employees harmless from all fines and penalties due to failure to comply therewith.

(i) The Company shall perform, or cause to be performed, for and on behalf of the Agency, each and every obligation of the Agency (which is within the control of the Company) under and pursuant to the Agency Lease, this Company Lease and the other Company Documents and shall defend, indemnify, and hold harmless the Agency and its members, officers, agents (other than the Company), servants and employees from and against every expense, liability, or claim arising out of the failure of the Company to fulfill its obligations under the provisions of this Section 2.6.

(j) The Company acknowledges, restates and affirms the obligations, representations, warranties and covenants set forth in Sections 2.2 and 11.12 of the Agency Lease as if fully set forth herein.

ARTICLE III

DISPUTE RESOLUTION

3.1 GOVERNING LAW.

This Company Lease shall be governed in all respects by the laws of the State of New York.

3.2 WAIVER OF TRIAL BY JURY.

THE COMPANY AND THE AGENCY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY DISPUTE ARISING UNDER THIS COMPANY LEASE, AND THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS COMPANY LEASE.

ARTICLE IV

MISCELLANEOUS CLAUSES

4.1 NOTICES.

All notices, certificates, and other communications hereunder shall be in writing, shall be sufficiently given, and shall be deemed given when (a) sent to the applicable address stated below by registered or certified mail, return receipt requested, and actually received by the intended recipient or by overnight courier or such other means as shall provide the sender with documentary evidence of such delivery, or (b) delivery is refused by the addressee as evidenced by the affidavit of the Person who attempted to effect such delivery. The addresses to which notices, certificates, and other communications hereunder shall be delivered are as follows:

(a) To the Agency:

City of Syracuse Industrial Development Agency
201 East Washington Street, 7th Floor
Syracuse, New York 13202
Attn: Chairman

With copies to:

Corporation Counsel
City of Syracuse
233 East Washington Street
Syracuse, New York 13202

and

Barclay Damon LLP
Barclay Damon Tower
125 East Jefferson Street
Syracuse, New York 13202
Attn: Susan R. Katzoff, Esq.

(b) To the Company:

Addis Building, LLC
100 Madison Street, Suite 1905
Syracuse, New York 13202
Attn: Timothy Lynn, Esq.

With a copy to:

Centolella, Lynn, D'Elia & Temes, LLC
100 Madison Street, Suite 1905
Syracuse, New York 13202
Attn: Anthony J. D'Elia, Esq.

4.2 NO RECOURSE UNDER THIS COMPANY LEASE.

No provision, covenant or agreement contained herein, in any other agreement entered into in connection herewith, or any obligations herein imposed, upon the Agency, or any breach thereof, shall constitute or give rise to or impose upon the Agency, a debt or other pecuniary liability or a charge upon its general credit, and all covenants, stipulations, promises, agreements and obligations of the Agency contained in this Company Lease shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency, and not of any member, director, officer, employee or agent of the Agency in his individual capacity.

4.3 ENTIRE AGREEMENT.

This Company Lease contains the entire agreement between the parties and all prior negotiations and agreements are merged in this Company Lease. This Company Lease may not be changed, modified or discharged, in whole or in part, except by a written instrument executed by the party against whom enforcement of the change, modification or discharge is sought.

4.4 AGENCY REPRESENTATIONS.

The Company expressly acknowledges that neither the Agency nor the Agency's directors, members, employees or agents has made or is making, and the Company, in executing and delivering this Company Lease, is not relying upon warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Company Lease, and no rights, easements or licenses are or shall be acquired by the Company by implication or otherwise unless expressly set forth in this Company Lease.

4.5 BINDING EFFECT.

This Company Lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

4.6 PARAGRAPH HEADINGS.

Paragraph headings are for convenience only and shall not affect the construction or interpretation of this Company Lease.

4.7 CONSENT TO AGENCY LEASE; SUBORDINATION.

The Company hereby consents to the sublease by the Agency of the Project Facility to the Company pursuant to the Agency Lease. The Company acknowledges and agrees that this Company Lease and the Agency Lease shall be subordinate in all respects to the Mortgages.

4.8 HOLD HARMLESS PROVISIONS.

(a) The Company hereby releases the Agency and its members, officers, agents, and employees from, agree that the Agency and its members, officers, agents, and employees shall not be liable for, and agree to indemnify, defend, and hold the Agency and its members, officers, agents, and employees harmless from and against any and all claims arising as a result of the Agency's undertaking of the Project, including, but not limited to:

(1) Liability for loss or damage to Property or bodily injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Project Facility, or arising by reason of or in connection with the occupation or the use thereof, or the presence on, in, or about the Project Facility;

(2) Liability arising from or expense incurred by the Agency's acquisition of a leasehold interest in the Project Facility and the subleasing of the Project Facility, including, without limiting the generality of the foregoing, all liabilities or claims arising as a result of the Agency's obligations under the Agency Lease, the Company Lease or the Mortgage;

(3) All claims arising from the exercise by the Company of the authority conferred upon it and performance of the obligations assumed under Article II hereof;

(4) All causes of action and attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities, or expenses of the Agency are not incurred or do not result from the intentional wrongdoing of the Agency or any of its members, officers, agents, or employees.

The foregoing indemnities shall apply notwithstanding the fault or negligence (other than gross negligence or willful misconduct) on the part of the Agency or any of its officers, members, agents, servants, or employees and irrespective of any breach of statutory obligation or any rule of comparative or apportioned liability.

(b) In the event of any claim against the Agency or its members, officers, agents, or employees by any employee of the Company, or any contractor of the Company, or anyone directly or indirectly employed by any of them, or any one for whose acts any of them may be liable, the obligations of the Company hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the

Company such contractor under workers' compensation laws, disability benefit laws, or other employee benefit laws.

(c) Notwithstanding any other provisions of this Company Lease, the obligations of the Company pursuant to this Section 4.8 shall remain in full force and effect after the termination of the Agency Lease and this Company Lease until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action, or prosecution relating to the matters herein described may be brought, and the payment in full or the satisfaction of such claim, cause of action, or prosecution, and the payment of all expenses and charges incurred by the Agency, or its officers, members, agents (other than the Company), or employees, relating thereto.

(d) For purposes of this Section 4.8, the Company shall not be deemed to constitute an employee, agent or servant of the Agency or a person under the Agency's control or supervision.

4.9 NO RECOURSE; SPECIAL OBLIGATION.

The obligations and agreements of the Agency contained herein and in the other Agency Documents and in any other instrument or document executed in connection herewith or therewith, and any instrument or document supplemental hereto or thereto, shall be deemed the obligations and agreements of the Agency and not of any member, officer, agent, or employee of the Agency in his individual capacity; and the members, officers, agents, and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby. The obligations and agreements of the Agency contained herein or therein shall not constitute or give rise to an obligation of the State New York or of the City of Syracuse, and neither the State of New York nor the City of Syracuse shall be liable hereon or thereon. Further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues of the Agency derived, and to be derived from, the lease, sale, or other disposition of the Project Facility, other than revenues derived from or constituting Unassigned Rights. No order or decree of specific performance with respect to any of the obligations of the Agency hereunder or thereunder shall be sought or enforced against the Agency unless:

(a) The party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and thirty (30) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or if compliance therewith would reasonably be expected to take longer than thirty (30) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period; and

(b) If the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses; and

(c) If the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents, or employees shall be subject to potential liability, the party seeking such order or decree shall (1) agree to indemnify and hold harmless the Agency and its members, officers, agents, and employees against any liability incurred as a result of its compliance with such demand; and (2) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents, and employees against all liability expected to be incurred as a result of compliance with such request.

Any failure to provide notice, indemnity, or security to the Agency pursuant to this Section 4.9 shall not alter the full force and effect of any Event of Default under the Agency Lease.

(d) For purposes of this Section 4.9, the Company shall not be deemed to constitute an employee, agent or servant of the Agency or a person under the Agency's control or supervision.

4.10 MERGER OF AGENCY.

(a) Nothing contained in this Company Lease shall prevent the consolidation of the Agency with, or merger of the Agency into, or assignment by the Agency of its rights and interests hereunder to any other body corporate and politic and public instrumentality of the State of New York, or political subdivision thereof, which has the legal authority to perform the obligations of the Agency hereunder, provided that upon any such consolidation, merger, or assignment, the due and punctual performance and observance of all the agreements and conditions of this Company Lease to be kept and performed by the Agency shall be expressly assumed in writing by the public instrumentality or political subdivision resulting from such consolidation or surviving such merger or to which the Agency's rights and interests hereunder shall be assigned.

(b) As of the date of any such consolidation, merger, or assignment, the Agency shall give notice thereof in reasonable detail to the Company. The Agency shall promptly furnish to the Company such additional information with respect to any such consolidation, merger, or assignment as the Company reasonably may request.

4.11 EXECUTION OF COUNTERPARTS.

This Company Lease 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.

4.12 EVENT OF DEFAULT.

A default in the performance or the observance of any covenants, conditions, or agreements on the part of the Company in this Company Lease, the Agency Lease or the Project Agreement.

4.13 REMEDIES.

Whenever any Event of Default shall have occurred and be continuing, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

- 1) Terminate the Company Lease; or
- 2) Take any other action at law or in equity, which may appear necessary or desirable to collect any amounts then due, or thereafter to become due, hereunder.

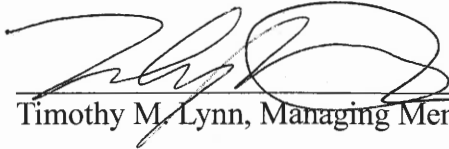
4.14 AMENDMENTS, CHANGES AND MODIFICATIONS.

This Company Lease may not be amended, changed, modified, altered, or terminated except by an instrument in writing signed by the parties hereto.


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IN WITNESS WHEREOF, the Company and the Agency have duly executed this Company Lease, as of the day and year first above written.

ADDIS BUILDING, LLC

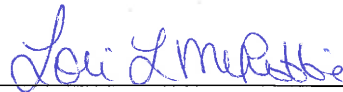
By: 
Timothy M. Lynn, Managing Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Honora Spillane, Executive Director

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

On the 27th day of March, 2018, before me, the undersigned, personally appeared **TIMOTHY M. LYNN**, 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.

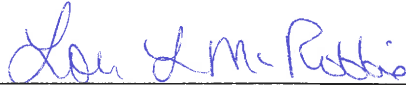


Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 2022

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

On the 27th day of March, 2018, before me, the undersigned, personally appeared **HONORA SPILLANE**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
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EXHIBIT "A"

LEGAL DESCRIPTION

Addis Building

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, Tax Map ID 101.-08-05.0, in said City and being more particularly described as follows:

BEGINNING at a point in the easterly boundary of South Salina Street, said point being N. 0° 03' 30" E. a distance of 294.76 feet, measured along said easterly street boundary, from its intersection with the northwesterly boundary of East Onondaga Street; running thence N. 0° 03' 30" E. along said easterly street boundary, a distance of 56.87 feet to a point; thence S. 89° 48' 10" E. a distance of 133.90 feet to a point; thence S. 0° 03' 30" a distance of 56.87 feet to a point; thence N. 89° 48' 10" W. a distance of 133.90 feet to the point and place of beginning.

BEING part of Blocks 116 and 133 in said City.

3

Lisa Dell, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

Onondaga County Clerk Recording Cover Sheet

Received From :
CHICAGO -JOE

Return To :
LYNN DELIA
106 MADISON ST
STE 1905
SYRACUSE, NY 13202

First PARTY 1

ADDIS BUILDING LLC

First PARTY 2

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Index Type : Land Records

Instr Number : 2018-00013868

Book : Page :

Type of Instrument : Memorandum Of Lease

Type of Transaction : Deed Misc

Recording Fee: \$70.50

Recording Pages : 5

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

Real Estate Transfer Tax

RETT # : 8969

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$70.50

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) : 03/28/2018

At (Recorded Time) : 11:07:31 AM



Doc ID - 0280775500005

Lisa Dell, County Clerk



**MEMORANDUM OF
COMPANY LEASE AGREEMENT**

NAME AND ADDRESS OF LESSOR: Addis Building, LLC
100 Madison Street, Suite 1905
Syracuse, New York 13202

NAME AND ADDRESS OF LESSEE: City of Syracuse Industrial Development Agency
201 East Washington Street, 7th Floor
Syracuse, New York 13202

DESCRIPTION OF LEASED PREMISES:

All that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, being more particularly described in **Exhibit "A"** annexed hereto, together with the improvements thereon.

DATE OF EXECUTION OF COMPANY LEASE AGREEMENT:

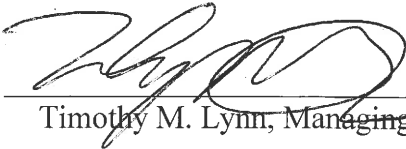
As of March 1, 2018.

TERM OF COMPANY LEASE AGREEMENT:

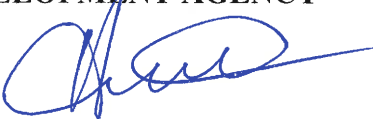
The term of this Company Lease shall commence on the date hereof and continue in full force and effect until the earlier of: (1) February 1, 2019; or (2) sixty days after the issuance of a certificate of occupancy by the City of Syracuse, New York, unless earlier terminated as provided in that certain Agency Lease dated of even date herewith between the same parties hereto.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 1st day of March, 2018.

ADDIS BUILDING, LLC

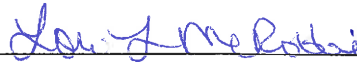
By: 
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DEVELOPMENT AGENCY**

By: 
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STATE OF NEW YORK)
) SS.:
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Addis Building

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, Tax Map ID 101.-08-05.0, in said City and being more particularly described as follows:

BEGINNING at a point in the easterly boundary of South Salina Street, said point being N. 0° 03' 30" E. a distance of 294.76 feet, measured along said easterly street boundary, from its intersection with the northwesterly boundary of East Onondaga Street; running thence N. 0° 03' 30" E. along said easterly street boundary, a distance of 56.87 feet to a point; thence S. 89° 48' 10" E. a distance of 133.90 feet to a point; thence S. 0° 03' 30" a distance of 56.87 feet to a point; thence N. 89° 48' 10" W. a distance of 133.90 feet to the point and place of beginning.

BEING part of Blocks 116 and 133 in said City.



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

Recording office time stamp

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 checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) Addis Building, LLC Mailing address 100 Madison Street, Suite 1905 City State ZIP code Syracuse NY 13202 Single member's name if grantor is a single member LLC (see instructions)	Social security number Social security number Federal EIN 18-2232891 Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) City of Syracuse Industrial Development Agency Mailing address 201 East Washington Street, 7th Floor City State ZIP code Syracuse NY 13202 Single member's name if grantee is a single member LLC (see instructions)	Social security number Social security number Federal EIN 52-1380308 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
101.-08-05.0	311500	449-53 South Salina Street	Syracuse	Onondaga

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input checked="" type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input type="checkbox"/> Other _____	Date of conveyance <table style="border: 1px solid black; text-align: center; width: 100%;"> <tr> <td style="width: 33%;">03</td> <td style="width: 33%;">01</td> <td style="width: 33%;">2018</td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table>	03	01	2018	month	day	year	Percentage of real property conveyed which is residential real property _____ 0% (see instructions)
03	01	2018							
month	day	year							

Condition of conveyance (check all that apply)

- | | | |
|--|--|--|
| a. <input type="checkbox"/> Conveyance of fee interest

b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____%)

c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____%)

d. <input type="checkbox"/> Conveyance to cooperative housing corporation

e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | 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)

g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)

h. <input type="checkbox"/> Conveyance of cooperative apartment(s)

i. <input type="checkbox"/> Syndication

j. <input type="checkbox"/> Conveyance of air rights or development rights

k. <input type="checkbox"/> Contract assignment | l. <input type="checkbox"/> Option assignment or surrender

m. <input type="checkbox"/> Leasehold assignment or surrender

n. <input checked="" type="checkbox"/> Leasehold grant

o. <input type="checkbox"/> Conveyance of an easement

p. <input checked="" type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)

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 type="checkbox"/> Other (describe) _____ |
|--|--|--|

For recording officer's use	Amount received Schedule B., Part I \$ _____ Schedule B., Part II \$ _____	Date received	Transaction number
-----------------------------	--	---------------	--------------------

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

Part I – Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		0 00
2.		0 00
3.		0 00
4.		0 00
5.		0 00
6.		0 00

Part II – 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 I, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part III – Explanation of exemption claimed on Part I, line 1 (check any 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, the state of New York, 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, section 1401(e) (attach documents supporting such claim) k

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. 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 12205-5045.

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

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

I (we) certify that: (check 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:
 - 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.
 - 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).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 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.

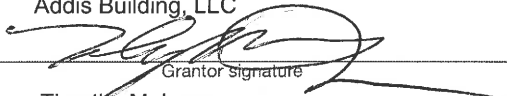
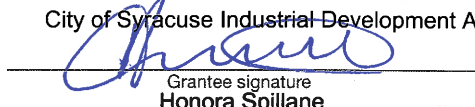
Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

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 certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his 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 or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) 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 his/her 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.

Addis Building, LLC  _____ Grantor signature Timothy M. Lynn	Managing Member _____ Title	City of Syracuse Industrial Development Agency  _____ Grantee signature Honora Spillane	Executive Director _____ Title
Grantor signature	Title	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 checked 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 or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 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 II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

Part I - New York State residents

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

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 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, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (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, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please 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 page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (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, section 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 _____ Date to _____ Date (see instructions).
- 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 the state of New York, 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

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BILL OF SALE TO AGENCY

ADDIS BUILDING, LLC, a limited liability company organized under the laws of the State of New York with an office to conduct business at 100 Madison Street, Suite 1905, Syracuse, New York 13202 (the "**Company**"), for the consideration of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration received by the Company from the City of Syracuse Industrial Development Agency, a public benefit corporation organized and existing pursuant to the laws of the State of New York (the "**Agency**"), having its office at 201 East Washington Street, 7th Floor, Syracuse, New York 13202, the receipt of which is hereby acknowledged by the Company, hereby sells, transfers, and delivers unto the Agency, its successors and assigns, all those materials, machinery, equipment, fixtures and furnishings now owned or hereafter acquired by the Company in connection with the Project Facility, as described in the Agency Lease entered between the Agency and the Company dated as of March 1, 2018 (the "**Agency Lease**"), and as listed on "**Exhibit A**" attached hereto.

TO HAVE AND HOLD the same unto the Agency, its successors and assigns, forever.

The Company hereby represents and warrants that it is the true and lawful owner of the personal property being conveyed hereby, that all of the foregoing are free and clear of all liens, security interests, and encumbrances, except for Permitted Encumbrances, as defined in the Agency Lease, and that the Company has the right to sell the same as aforesaid; and the Company covenants that it will warrant and defend title to the same for the benefit of the Agency and its successors and assigns against the claims and demands of all persons.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its duly authorized representative on the date indicated beneath the signature of such representative and dated as of the 1st day of March, 2018.

ADDIS BUILDING, LLC

By:



Timothy M. Lynn, Managing Member

EXHIBIT "A"

DESCRIPTION OF THE EQUIPMENT

All articles of personal property, all machinery, apparatus, equipment, appliances, floor coverings, furniture, furnishings, supplies, materials, fittings and fixtures of every kind and nature whatsoever and all appurtenances acquired by **ADDIS BUILDING, LLC** (the "*Company*") and now or hereafter attached to, contained in or used or acquired in connection with the Project Facility (as defined in the Agency Lease) or placed on any part thereof, though not attached thereto, including, but not limited to, pipes, screens, fixtures, furniture, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, racks, flagpoles, signs, waste containers, drapes, blinds and accessories, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery; and together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor, and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.

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CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

AND

ADDIS BUILDING, LLC

AGENCY LEASE AGREEMENT

DATED AS OF MARCH 1, 2018

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EXHIBIT “B”	DESCRIPTION OF EQUIPMENT
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EXHIBIT “F”	RECAPTURE POLICY

AGENCY LEASE AGREEMENT

THIS AGENCY LEASE AGREEMENT, dated as of March 1, 2018 (the "**Agency Lease**"), by and between the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a body corporate and politic and a public instrumentality of the State of New York, having its office at 201 East Washington Street, 7th Floor, Syracuse, New York 13202 (the "**Agency**"), and **ADDIS BUILDING, LLC**, a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, with offices at 100 Madison Street, Suite 1905, Syracuse, New York 13202 (the "**Company**").

WITNESSETH:

WHEREAS, the Agency is authorized and empowered by Title I of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act, among other things, to: (i) make contracts and leases, and to execute such documents as necessary or convenient, with a public or private person, firm, partnership, or corporation; (ii) to acquire, construct, reconstruct, lease, improve, maintain, equip or furnish one or more projects (as defined in the Act); and (iii) to sell, lease and otherwise dispose of any such property; and

WHEREAS, the Agency, by resolution adopted on December 20, 2016, agreed, at the request of the Company to undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the "**Building**") located at 449-53 South Salina Street, in the City of Syracuse, New York (the "**Land**"); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, all located on the Land (collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**");

(C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Agency proposes to assist the Company's acquisition, construction and equipping of the Project Facility and grant the Financial Assistance to the Project by, among other things: (1) appointing the Company and/or its designee as its agent with respect to completing the Project; (2) accepting a leasehold interest in the Land and the Facility from the Company and a fee interest in the Equipment pursuant to a bill of sale from the Company; and (2) subleasing the Project Facility to the Company pursuant to this Agency Lease; and

WHEREAS, the Company is the current owner of the Land and the Facility and has leased the Land and the Facility to the Agency pursuant to the Company Lease Agreement dated as of March 1, 2018 (the "**Company Lease**"); and

WHEREAS, the Company has conveyed title to the Equipment to the Agency pursuant to the Bill of Sale dated as of March 1, 2018 (the "**Bill of Sale**"); and

WHEREAS, the Agency now proposes to sublease the Project Facility to the Company pursuant to the terms and conditions herein set forth; and

WHEREAS, all things necessary to constitute this Agency Lease a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution, and delivery of this Agency Lease have, in all respects, been duly authorized.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I RECITALS AND DEFINITIONS

1.0 RECITALS.

The foregoing recitals are incorporated herein by reference as if fully set forth hereinbelow.

1.1 DEFINITIONS.

For all purposes of this Agency Lease and any agreement supplemental thereto, all defined terms indicated by the capitalization of the first letter of such term shall have the

meanings specified in the Table of Definitions attached hereto as **Exhibit “C”** except as otherwise expressly defined herein or the context hereof otherwise requires.

1.2 INTERPRETATION.

In this Agency Lease, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “herein,” “hereunder,” and any similar terms as used in this Agency Lease refer to this Agency Lease; the term “heretofore” shall mean before and the term “hereafter” shall mean after the date of this Agency Lease;

(b) Words of masculine gender shall mean and include correlative words of feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa; and

(c) Any certificates, letters, or opinions required to be given pursuant to this Agency Lease shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law, or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Agency Lease.

ARTICLE II REPRESENTATIONS AND COVENANTS

2.1 REPRESENTATIONS OF THE AGENCY.

The Agency makes the following representations to the Company as the basis for the undertakings on its part herein contained:

(a) The Agency is duly established under the provisions of the Act and has the power to enter into this Agency Lease and to carry out its obligations hereunder. Based upon the representations of the Company as to the utilization of the Project Facility, the Project Facility will constitute a “project,” as such quoted term is defined in the Act. By proper official action, the Agency has been duly authorized to execute, deliver, and perform this Agency Lease and the other Agency Documents.

(b) Neither the execution and delivery of this Agency Lease, the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the provisions of this Agency Lease and the other Agency Documents by the Agency will conflict with or result in a breach by the Agency of any of the terms, conditions, or provisions of the Act, the By-Laws of the Agency, or any order, judgment, restriction, agreement, or instrument to which the Agency is a party or by which it is bound or will constitute a default by the Agency under any of the foregoing.

(c) This Agency Lease and the other Agency Documents constitute, or upon their execution and delivery in accordance with the terms thereof will constitute, valid and legally binding obligations of the Agency, enforceable in accordance with their respective terms.

2.2 REPRESENTATIONS AND COVENANTS OF THE COMPANY.

The Company acknowledges, represents, warrants and covenants to the Agency as follows:

(a) The Company is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of New York, has the power to enter into this Agency Lease and the other Company Documents and to carry out its obligations hereunder and thereunder, and has duly authorized the execution, delivery, and performance of this Agency Lease and the other Company Documents.

(b) This Agency Lease and the other Company Documents constitute, or upon their execution and delivery in accordance with the terms thereof will constitute, valid and legally binding obligations of the Company, enforceable in accordance with their respective terms.

(c) The Company is the present fee owner of the Project Facility and shall remain the fee owner of the Project Facility for the term of this Agency Lease unless otherwise consented to in writing by the Agency.

(d) This Project is located in a Highly Distressed Area as defined in the Act.

(e) Neither the execution and delivery of this Agency Lease and the other Company Documents, the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the provisions thereof will:

(1) Result in a breach of, or conflict with any term or provision in, the Company's Articles of Organization and Operating Agreement;

(2) Require consent under (which has not been heretofore received) or result in a breach of or default under any credit agreement, indenture, purchase agreement, mortgage, deed of trust, commitment, guaranty or other agreement or instrument to which the Company is a party or by which the Company or any of its property may be bound or affected; or

(3) Conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction, or decree of any Governmental Authority or court (domestic or foreign) having jurisdiction over the Company or any of the property of the Company.

(f) The providing of Financial Assistance to the Project by the Agency:

(1) Has been an important consideration in the Company's decision to acquire, reconstruct, renovate and equip the Project Facility in the City of Syracuse;

(2) Will not result in the removal of an industrial or manufacturing plant or commercial activity of any Project Facility occupant from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of any user, occupant, or proposed user or occupant of the Project Facility located within the State, except as permitted by the Act; and

(3) Will help eliminate blight and advance job opportunities, prosperity, and standard of living and help prevent economic deterioration.

(g) So long as the Agency holds a leasehold interest in the Project Facility, the Project Facility is and will continue to be a “project” (as such quoted term is defined in the Act), and the Company will not take any action (or omit to take any action required by the Company Documents or which the Agency, together with Agency’s counsel, advise the Company in writing should be taken), or allow any action to be taken, which action (or omission) would in any way cause the Project Facility not to constitute a “project” (as such quoted term is defined in the Act).

(h) The Company shall cause all notices as required by law to be given and shall comply or cause compliance with all laws, ordinances, municipal rules, and regulations and requirements of all Governmental Authorities applying to or affecting the construction, equipping and operation of the Project Facility (the applicability of such laws, ordinances, rules, and regulations to be determined both as if the Agency were the owner of the Project Facility and as if the Company, were the owner of the Project Facility), and the Company will defend and save the Agency and its officers, members, agents (other than the Company), and employees harmless from all fines and penalties due to failure to comply therewith.

(i) The Project will not have a significant effect on the environment” (within the meaning of such term as used in SEQRA) and the Company hereby covenants to comply with all mitigating measures, requirements and conditions, if any, enumerated in the SEQR Resolution under SEQRA applicable to the acquisition, construction and installation of the Project Facility and in any other approvals issued by any other Governmental Authority with respect to the Project. No material changes with respect to any aspect of the Project Facility have arisen from the date of the issuance of such negative declaration which would cause the determination contained therein to be untrue.

(j) The Company understands and agrees that it is the preference of the Agency that the Company provide opportunities for the purchase of goods and services from: (i) business enterprises located in the City; (ii) certified minority and or women-owned business enterprises; and (iii) business enterprises that employ residents of the City. The Company further understands and acknowledges that consideration will be given by the Agency to the Company’s efforts to comply, and compliance, with this objective at any time an extension of benefits is sought or involvement by the Agency with the Project is requested by the Company.

(k) The Agency’s undertaking of the Project and the provision of Financial Assistance for the Project will not have a significant impact on the environment within the meaning of SEQRA.

(l) The acquisition, reconstruction, renovation and equipping of the Project Facility will promote employment opportunities and help prevent economic deterioration in the City by the creation and/or preservation of both full and part-time jobs.

(m) The Company has, or will have as of the first date of construction and equipping, all then necessary permits, licenses, and governmental approvals and consents (collectively, “*Approvals*”) for the construction and equipping of the Project Facility and has or will have such Approvals timely for each phase of, and throughout the reconstruction, renovation and equipping of the Project Facility.

(n) The Company will not sublease the whole or any portion of the Project Facility for an unlawful purpose.

(o) No part of the Project Facility will be located outside of the City.

(p) The Company shall perform, or cause to be performed, for and on behalf of the Agency, each and every obligation of the Agency (which is within the control of the Company) under and pursuant to this Agency Lease, the Company Lease and the other Company Documents and shall defend, indemnify, and hold harmless the Agency and its members, officers, agents (other than the Company), servants and employees from and against every expense, liability, or claim arising out of the failure of the Company to fulfill its obligations under the provisions of this Section 2.2.

(q) The Company agrees that except as is otherwise provided by collective bargaining contracts or agreements applicable to the Project, new employment opportunities created as a result of the Project shall be listed with the New York State Department of Labor Community Services Division, and with the administrative entity of the service delivery area created by the Federal Job Training Partnership Act (P.L. No. 97-300) in which the Project is located. The Company further agrees that except as is otherwise provided by collective bargaining contracts or agreements applicable to the Project, it will first consider persons eligible to participate in the Federal Job Training Partnership (P.L. No. 97-300) programs who shall be referred by administrative entities of service delivery areas created pursuant to such act or by the Community Services Division of the Department of Labor for such new employment opportunities.

(p) The Company shall provide to the Agency any and all documentation or information requested by the Agency so that the Agency can comply with all of its reporting requirements under the Act.

(q) As a condition precedent to receiving or benefiting from any State sales and use tax exemption benefits, the Company acknowledges and agrees to all terms and conditions of Section 875(3) of the Act. Section 875(3) of the Act is herein incorporated by reference. As part of such conditions precedent:

(1) The Company shall not take any State or local Sales and Use Tax exemptions to which it is not entitled, which are in excess of the amount authorized by the Agency in reliance on the Company’s Application or which are for property or services not authorized.

(2) The Company shall comply with all material terms and conditions to use property or services in the manner required by the Agency Documents.

(3) The Company shall cooperate with the Agency in the Agency's efforts to recover, recapture, receive or otherwise obtain from the Company any Recapture Amount (as defined in Section 8.12(g) hereof), and shall, upon the Agency's request, immediately pay to the Agency any Recapture Amount, together with any interest or penalties thereon imposed by the Agency or by operation of law or by judicial order or otherwise, as provided in Section 8.12(g) hereof. The Company acknowledges and agrees that the failure of the Company to promptly pay such Recapture Amount to the Agency will be grounds for the State Commissioner of Taxation and Finance to collect sales and use taxes from the Company under Article 28 of the State Tax Law, together with interest and penalties.

(r) The amount of State and local sales and use tax benefits comprising the Financial Assistance approved by the Agency shall not exceed **\$222,890**. The Company shall not request, obtain nor claim State and local sales and use tax exemptions in excess of this amount.

(s) The Company hereby acknowledges that the exemption from mortgage recording tax authorized by the Agency as part of the Financial Assistance is limited by Section 874 of the Act.

ARTICLE III CONVEYANCE OF LEASEHOLD INTEREST IN PROJECT FACILITY

3.1 AGREEMENT TO CONVEY LEASEHOLD INTEREST TO COMPANY.

The Company has conveyed to the Agency, pursuant to the Company Lease, a leasehold interest in the Land and Facility, as more fully described in **Exhibit "A"** attached hereto, any improvements now or hereafter constructed and installed thereon, subject to Permitted Encumbrances and all of its right, title and interest in the Equipment via a Bill of Sale, as more fully described in **Exhibit "B"** attached hereto. Under this Agency Lease, the Agency will convey, or will cause to be conveyed, to the Company, a subleasehold interest in the Project Facility subject to Permitted Encumbrances and exclusive of the Agency's Unassigned Rights.

3.2 USE OF PROJECT FACILITY.

Subsequent to the Closing Date, the Company shall be entitled to use the Project Facility in any manner not otherwise prohibited by this Agency Lease, the Company Lease and other Company Documents, provided that such use causes the Project Facility to qualify or continue to qualify as a "project" under the Act.

**ARTICLE IV
RECONSTRUCTION, RENOVATION, CONSTRUCTION AND EQUIPPING OF THE
PROJECT**

**4.1 RECONSTRUCTION, RENOVATION, CONSTRUCTION AND
EQUIPPING OF THE PROJECT FACILITY.**

(a) The Company shall promptly construct, equip and complete the Project Facility, all in accordance with the Plans and Specifications. Unless a written waiver is first obtained from the Agency, in accordance with the Agency's Local Access Policy, the Company and its Additional Agents (as defined herein), shall utilize local labor, contractors and suppliers for the reconstruction, renovation and equipping of the Project Facility. For purposes of this Agency Lease, and in particular this Section 4.1, the term "**local**" shall mean Onondaga, Oswego, Oneida, Madison, Cayuga and Cortland Counties. Failure to comply with the local labor requirements of this Section 4.1 (collectively, "**Local Labor Requirements**") may result in the revocation or recapture of all benefits provided/approved to the Project by the Agency.

(b) The Agency hereby confirms the appointment of the Company as its true and lawful agent to perform the following in compliance with the terms, purposes, and intent of this Agency Lease, the Act and the other Company Documents, and the Company hereby accepts such appointment:

(1) To reconstruct, renovate, equip and complete the Project Facility and to acquire the Equipment in accordance with the terms hereof;

(2) To make, execute, acknowledge, and deliver any contracts, orders, receipts, writings, and instructions with any other Persons and, in general, to do all things which may be requisite or proper, all for the reconstruction, renovation, equipping and completion of the Project Facility with the same powers and with the same validity as the Agency could do if acting in its own behalf, provided that the Agency shall have no liability for the payment of any sums due thereunder;

(3) To pay all fees, costs and expenses incurred in the reconstruction, renovation, equipping and completion of the Project Facility from funds made available therefore from the funds of the Company; and

(4) To ask, demand, sue for, levy, recover, and receive all such sums of money, debts, dues, and other demands whatsoever which may be due, owing, and payable to the Agency under the terms of any contract, order, receipt, or writing in connection with the reconstruction, renovation, equipping and completion of the Project Facility and to enforce the provisions of any contract, agreement, obligation, bond, or other performance security.

(c) The Agency shall enter into, and accept the assignment of, such contracts as the Company may request in order to effectuate the purposes of this Section 4.1, provided, however, that the Agency shall have no liability for the payment of any sums due thereunder.

(d) The Company has given, or will give or cause to be given, all notices and have complied, or will comply or cause compliance with, all laws, ordinances, rules, regulations, and requirements of all Governmental Authorities applying to or affecting the conduct of work on the Project Facility (the applicability of such laws, ordinances, rules, and regulations to be determined both as if the Agency were the owner of the Project Facility and as if the Company were the owner of the Project Facility), and the Company will defend, indemnify, and save the Agency and its officers, members, agents, servants, and employees harmless from all fines and penalties due to failure to comply therewith. All permits and licenses necessary for the prosecution of work on the Project Facility shall be procured promptly by the Company.

(e) The Company understands and agrees that it is the preference of the Agency that the Company provide opportunities for the purchase of goods and services relative to the Project from: (i) business enterprises located in the City; (ii) certified minority and/or women-owned business enterprises; and (iii) business enterprises that employ residents of the City. Consideration will be given by the Agency to the Company's efforts to comply, and compliance with, this objective at any time an extension of benefits is requested, or further involvement by the Agency with the Project, is requested by the Company.

4.2 COMPLETION OF PROJECT FACILITY.

(a) The Company will proceed with due diligence to acquire, reconstruct, renovate, equip and complete the Project Facility. Completion of the acquisition, reconstruction, renovation, and equipping of the Project Facility shall be evidenced by a certificate signed by an Authorized Representative of the Company and approved by the Agency, stating:

- (1) The date of such completion;
- (2) That all labor, services, materials, and supplies used therefor and all costs and expenses in connection therewith have been paid;
- (3) That the Company has good and valid title to all Property constituting the Project Facility subject to the interest of the Agency therein and to this Agency Lease, the Company Lease and the Bill of Sale; and
- (4) That the Project Facility is ready for occupancy, use and operation for its intended purposes.

(b) Notwithstanding the foregoing, such certificate may state that (1) it is given without prejudice to any rights of the Company against third parties which exist at the date of such certificate or which may subsequently come into being; (2) it is given only for the purposes of this Section 4.2; and (3) no Person other than the Agency may benefit therefrom.

(c) Such certificate shall be accompanied by (1) copy of a certificate of occupancy, if required, and any and all permissions, licenses, or consents required of Governmental Authorities for the occupancy, operation, and use of the Project Facility for its

intended purposes; and (2) Lien releases from the Company's contractor and any subcontractors under a contract with a price in excess of \$100,000.

4.3 COSTS OF COMPLETION PAID BY COMPANY.

(a) The Company agrees to complete the Project and to pay in full all costs of the reconstruction, renovation, equipping and completion of the Project Facility.

(b) No payment by the Company pursuant to this Section 4.3 shall entitle the Company to any diminution or abatement of any amounts payable by the Company under this Agency Lease.

4.4 REMEDIES TO BE PURSUED AGAINST CONTRACTORS, SUBCONTRACTORS, MATERIALMEN AND THEIR SURETIES.

In the event of a default by any materialman or Additional Agent (as defined herein) under any contract made by them in connection with reconstruction, renovation, equipping and completion of the Project Facility or in the event of a breach of warranty or other liability with respect to any materials, workmanship, or performance guaranty, the Company shall proceed, either separately or in conjunction with others, to exhaust the remedies of the Company against the materialman or Additional Agent so in default and against each surety for the performance of such contract. The Company may prosecute or defend any action or proceeding or take any other action involving any such materialman or Additional Agent or surety which the Company deems reasonably necessary. The Company shall advise the Agency of any actions or proceedings taken hereunder. No such suit shall relieve the Company of any of its obligations under this Agency Lease and the other Company Documents.

4.5 COOPERATION IN EXECUTION OF ADDITIONAL MORTGAGES AND MODIFICATIONS OF MORTGAGES.

The Agency agrees, upon written request of an Authorized Representative of the Company and subject to the provisions of the Act, to use its commercially reasonable efforts to execute and deliver one or more Mortgages and such additional instruments and documents may be requested by the Company and approved by counsel to the Agency and as may be required in connection with the Company's financing or refinancing for the costs of reconstruction, renovation and equipping of the Project Facility, provided that:

(a) No Event of Default under this Agency Lease, the Company Lease, the Project Agreement or the Mortgage shall have occurred and be continuing; and

(b) The execution and delivery of such documents by the Agency (i) is permitted by law in effect at the time; and (ii) will serve the public purposes of the Act; and

(c) The Company will be responsible for and shall pay, from the proceeds thereof or otherwise, the Agency's fee and the costs and expenses of the Agency incidental to

such additional financing, refinancing or modification thereof, including without limitation the reasonable attorneys' fees of the Agency; and

(d) The documents to be signed by the Agency shall contain the provisions set forth in Sections 8.2 and 11.11 hereof, and shall not impose any duties or obligations upon the Agency except as may be acceptable to the Agency.

ARTICLE V
AGREEMENT TO LEASE PROJECT FACILITY; RENTAL PAYMENTS

5.1 AGREEMENT TO LEASE PROJECT FACILITY.

In consideration of the Company's covenant herein to make rental payments, and the other covenants of the Company contained herein, including the covenant to make additional rent and other payments required hereby, the Agency hereby agrees to lease to the Company, and the Company hereby agrees to lease from the Agency, the Project Facility for and during the term provided herein and upon and subject to the terms and conditions herein set forth and subject to Permitted Encumbrances.

The Agency's acceptance of the leasehold interest in and to the Land and Facility pursuant to the Company Lease, and its acquisition of an interest in the Equipment pursuant to the Bill of Sale, and the holding of said interests were effected and performed solely at the request of the Company pursuant to the requirements of the Act. The Agency hereby transfers and conveys all of its beneficial and equitable interests, if any, in the Project Facility to the Company, except for its Unassigned Rights. As a result, the parties hereby acknowledge and agree that subject to the terms and conditions of this Agency Lease, the Company has all of the equitable and beneficial ownership and other interest in the Project Facility (except for the Unassigned Rights), and will have all the equitable and beneficial ownership and other interest in the Project Facility (except for the Unassigned Rights), such that the Company, and not the Agency, shall have an:

- (i) unconditional obligation to bear the economic risk of depreciation and diminution in value of the Project Facility due to obsolescence or exhaustion, and shall bear the risk of loss if the Project Facility is destroyed or damaged;
- (ii) unconditional obligation to keep the Project Facility in good condition and repair;
- (iii) unconditional and exclusive right to the possession of the Project Facility, and shall have sole control of and responsibility for the Project Facility;
- (iv) unconditional obligation to maintain insurance coverage on, and such reserves with respect to, the Project Facility as may be required by the Company, the Agency and the Mortgagee with respect to the Project;

(v) unconditional obligation to pay all taxes levied on, or payments in lieu thereof, and assessments made with respect to, the Project Facility;

(vi) subject to the Unassigned Rights, unconditional and exclusive right to receive rental and any other income and other benefits of the Project Facility and from the operation of the Project;

(vii) unconditional obligation to pay for all of the capital investment in the Project Facility;

(viii) unconditional obligation to bear all expenses and burdens of the Project Facility and to pay for all maintenance and operating costs in connection with the Project Facility; and

(ix) unconditional and exclusive right to include all income earned from the operation of the Project Facility and claim all deductions and credits generated with respect to the Project Facility on its annual federal, state and local tax returns.

5.2 TERM OF LEASE; EARLY TERMINATION; SURVIVAL.

(a) The term of this Agency Lease shall commence on the date hereof and continue in full force and effect until the earlier of: (1) **February 1, 2019**; or (2) sixty days after the issuance of a certificate of occupancy by the City of Syracuse, New York, unless earlier terminated as provided herein.

(b) The Company hereby irrevocably designates the Agency as its attorney-in-fact, coupled with an interest, for the purpose of executing, delivering and recording terminations of the Agency Lease, the Company Lease, preparing a bill of sale together with any other documents therewith and to take such other and further actions reasonably necessary to confirm the termination of the Agency's interest in the Project.

(c) The Company shall have the option, at any time during the term of this Agency Lease, to terminate this Agency Lease. In the event that the Company shall exercise its option to terminate this Agency Lease pursuant to this Section 5.2(c), the Company shall file with the Agency a certificate stating the Company's intention to do so pursuant to this Section 5.2(c) and to comply with the requirements set forth in Section 5.2(d) hereof.

(d) As a condition to the effectiveness of the Company's exercise of its right to early termination, the following payments shall be made:

(1) **To the Agency**: an amount certified by the Agency as sufficient to pay all unpaid fees and expenses of the Agency incurred under this Agency Lease and the Company Lease (including, but not limited to those in connection with the early termination of this Agency Lease); and

(2) **To the Appropriate Person:** an amount sufficient to pay all other fees, expenses or charges, if any, then due and payable under this Agency Lease and the other Agency Documents.

(e) The certificate required to be filed pursuant to Section 5.2(c), setting forth the provision thereof permitting early termination of this Agency Lease shall also specify the date upon which the payments pursuant to subdivision (d) of this Section 5.2 shall be made, which date shall not be less than thirty (30) nor more than sixty (60) days from the date such certificate is filed with the Agency.

(f) Contemporaneously with the termination of this Agency Lease in accordance with Sections 5.1 or 5.2 hereof, the Agency shall transfer, and the Company shall accept, all of the Agency's right, title and interest in the Project Facility, including the Equipment, for a purchase price of One Dollar (\$1.00) plus the payment of all other sums due hereunder and all legal fees and costs associated therewith. Contemporaneously with the termination of this Agency Lease and the Company Lease shall terminate.

(g) The Agency shall, upon payment by the Company of the amounts pursuant hereto and to Sections 5.2(d) above and Section 5.3, deliver to the Company all documents furnished to the Agency by the Company, or prepared by the Agency at the sole expense of the Company, and reasonably necessary to evidence termination of the Company Lease and the Agency Lease, including, but not limited to, lease terminations and a bill of sale from the Agency with respect to its interest in the Equipment, without representation or warranty, subject to the following: (1) any Liens to which such Project Facility was subject when conveyed to the Agency, (2) any

Liens created at the request of the Company or to the creation of which the Company consented or in the creation of which the Company acquiesced, (3) any Permitted Encumbrances, and (4) any Liens resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Agency Lease.

(h) The obligation of the Agency under this Section 5.2 to convey the Project Facility to the Company will be subject to: (i) there being no Event of Default existing hereunder or under any payment in lieu of tax agreement now or hereafter entered into with respect to all or any portion of the Project Facility or under any other Company Documents, or any other event which would, but for the passage of time or the giving of notice, or both, be such an Event of Default; and (ii) the Company's payment of all expenses, fees and taxes, if any, applicable to or arising from such transfer.

5.3 RENTAL PAYMENTS AND OTHER AMOUNTS PAYABLE.

(a) The Company shall pay basic rental payments for the Project Facility consisting of: (i) to the Agency in an amount sufficient to pay any and all other amounts due hereunder; and (ii) to the Mortgagee, an amount equal to the debt service and amounts becoming due and payable under the Mortgage and the indebtedness secured thereby on the due date thereof.

(b) The Company shall pay to the Agency, as additional rent, within ten (10) days after the receipt of a demand therefor from the Agency, any annual administrative fees of the Agency, the sum of the reasonable fees, costs and expenses of the Agency and the officers, members, agents, and employees thereof incurred by the reason of the Agency's lease or sublease of the Project Facility or in connection with the carrying out of the Agency's duties and obligations under this Agency Lease, the Company Lease or any of the other Agency Documents and any other fee or expense of the Agency with respect to the Project Facility, or any of the other Agency Documents, the payment of which is not otherwise provided for under this Agency Lease, including, without limitation, reasonable fees and disbursements of Agency counsel, including fees and expenses incurred in connection with the Agency's enforcement of any rights hereunder or incurred after the occurrence and during the continuance of an Event of Default, in connection with any waiver, consent, modification or amendment to this Agency Lease or any other Agency Document that may be requested by the Company, or, in connection with any action by the Agency at the request of or on behalf of the Company hereunder or under any other Agency Document. Any additional rent not received within ten (10) business days after demand shall accrue interest after the expiration of such ten days at a rate of ten percent (10%) per annum or the highest rate permitted by law, whichever is less.

(c) The administrative fee payable by the Company to the Agency in conjunction with this Project and the Agency's granting of Financial Assistance and all outstanding counsel fees and costs shall be paid at closing.

(d) The Company agrees to make the above-mentioned payments, without any further notice, in lawful money of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts. In the event that the Company shall fail to make or cause to be made any of the payments required under this Agency Lease, the item or installment not so paid shall continue as an obligation of the Company until such item or installment is paid in full.

5.4 NATURE OF OBLIGATIONS OF COMPANY HEREUNDER.

(a) The obligations of the Company to make the payments required by this Agency Lease and to perform and observe any and all of the other covenants and agreements on its part contained herein are general obligations of the Company and are absolute and unconditional irrespective of any defense or any rights of set-off, recoupment, or counterclaim it may otherwise have against the Agency. The Company agrees that it will not suspend, discontinue, or abate any payment required by, or fail to observe any of its other covenants or agreements contained in this Agency Lease for any cause whatsoever, including, without limiting the generality of the foregoing, failure to complete the [reconstruction, renovation and equipping of the Project Facility, any defect in the title, design, operation, merchantability, fitness, or condition of the Project Facility, or any part thereof, or in the suitability of the Project Facility, or any part thereof, for the Company's purposes or needs, or failure of consideration for, destruction of or damage to, or Condemnation of title to, or the use of all or any part of the Project Facility, any change in the tax or other laws of the United States of America or of the State of New York, or any political subdivision thereof, or any failure of the Agency to perform

and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Agency Lease or the Company Lease.

(b) Nothing contained in this Section 5.4 shall be construed to release the Agency from the performance of any of the agreements on its part contained in this Agency Lease or the Company Lease, and in the event the Agency should fail to perform any such agreement, the Company may institute such action against the Agency as the Company may deem necessary to compel performance (subject to the provisions of Section 11.11).

ARTICLE VI MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

6.1 MAINTENANCE AND MODIFICATIONS OF PROJECT FACILITY.

The Company shall:

(a) Keep the Project Facility in good condition and repair and preserve the same against waste, loss and damage, ordinary wear and tear excepted;

(b) Make all necessary repairs and replacements to the Project Facility or any part thereof (whether ordinary or extraordinary, structural, or non-structural, foreseen or unforeseen) which is damaged, destroyed, or condemned; and

(c) Operate the Project Facility in a sound and economic manner in general accordance with the Project pro-forma statements Company previously provided to the Agency.

6.2 TAXES, ASSESSMENTS AND UTILITY CHARGES.

(a) The Company shall pay as the same respectively become due:

(1) Any and all taxes and governmental charges of any kind, whatsoever which may at any time be lawfully assessed or levied against or with respect to the Project Facility;

(2) All utility and other charges, including "service charges," incurred or imposed for the operation, maintenance, use, occupancy, upkeep, and improvement of the Project Facility, the non-payment of which would create, or entitle the obligee to impose, a Lien on the Project Facility;

(3) All assessments and charges of any kind whatsoever lawfully made by any Governmental Authority for public improvements; and

(4) All payments in lieu of taxes, if any, required to be made to the Agency under the terms of any agreement with respect thereto.

(b) Subject to the terms of any payment in lieu of taxes agreement, the Company may in good faith actively contest any such taxes, assessments, and other charges, provided that (1) the Company shall have first notified the Agency of such contest; (2) no Event of Default under this Agency Lease or any of the other Company Documents shall have occurred and be continuing; and (3) the Company shall have set aside adequate reserves for any such taxes, assessments and other charges. If the Company demonstrates to the reasonable satisfaction of the Agency and certifies to the Agency by delivery of a written certificate, that the non-payment of any such items will not endanger any part of the Project Facility or subject the Project Facility, or any part thereof, to loss or forfeiture, the Company may permit the taxes, assessments, and other charges so contested to remain unpaid during the period of such contest and any appeal therefrom. Otherwise, such taxes, assessments, or charges shall be paid promptly by the Company or secured by the Company's posting a bond in form and substance satisfactory to the Agency.

(c) Notwithstanding anything herein to the contrary, and notwithstanding the Agency's interest in the Project Facility, the Company shall pay taxes as if privately owned.

6.3 INSURANCE REQUIRED.

During the term of this Agency Lease, the Company shall maintain or cause to be maintained insurance with respect to the Project Facility against such risks and for such amounts as are customarily insured against by businesses of like size and type and as required of the Agency, paying (as the same becomes due and payable) all premiums with respect thereto, including:

(a) Insurance against loss or damage by fire, lightning, and other casualties customarily insured against (with a uniform standard extended coverage endorsement), such insurance to be in an amount not less than the full replacement value of the completed Project Facility, exclusive of footings and foundations, as determined by a recognized appraiser or insurer selected by the Company.

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

(c) A policy of commercial general liability insurance with a limit of liability of not less than \$1,000,000 per occurrence on an "occurrence" basis and \$2,000,000 in the aggregate for bodily injury, including death, and property damage, including but not limited to, contractual liability under this Agency Lease and personal injury, with blanket excess liability coverage in an amount not less than \$2,000,000, covering the Project Facility and Equipment and the Company's and the Agency's use or occupancy thereof against all claims on account of bodily injury or death and property damage occurring upon, in or about the Project Facility or in connection with the ownership, maintenance, use and/or occupancy of the Project Facility and all appurtenant areas. Notwithstanding anything herein to the contrary, for so long as the Company's general contractor carries blanket excess liability coverage in an amount not less

than \$2,000,000, covering the Project Facility and Equipment, naming the Agency as an additional insured on a primary and non-contributory basis (the "**Excess Policy**"), the requirement under this Section 6.3(c) for the Company to carry an Excess Policy is waived. In the event the general contractor ceases to carry such Excess Policy, the Company shall be obligated to do so in accordance with the terms hereof such that coverage is continuous for the Agency and no gap exists between the end of the general contractor's coverage and the Company's coverage in favor of the Agency with respect to the Excess Policy.

6.4 ADDITIONAL PROVISIONS RESPECTING INSURANCE.

All insurance required by Section 6.3 shall be with insurance companies of recognized financial standing selected by the Company and licensed to write such insurance in the State of New York. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other Persons engaged in businesses similar in size, character, and other respects to those in which the Company are engaged. All policies evidencing such insurance except the Workers' Compensation policy shall name the Company as insured and the Agency as an additional insured, as its interests may appear, and shall provide that such coverage with respect to the Agency be primary and non-contributory with any insurance secured by the Agency and require at least thirty (30) days' prior written notice to the Agency of cancellation, reduction in policy limits, or material change in coverage thereof.

Prior to the Closing Date, the Company shall deliver to the Agency, satisfactory to the Agency in form and substance: (i) certificates evidencing all insurance required hereby; (ii) the additional insured endorsement(s) applicable to the Agency; (iii) the final insurance binder addressed to the Company covering the Project Facility; and (iv) evidence that the insurance so required is on a primary and non-contributory basis. In addition, the Company shall provide, if so requested by the Agency, a final and complete copy of each insurance policy within thirty (30) days of the Closing Date.

The Company shall deliver or cause to be delivered to the Agency on or before the first business day of each January thereafter each of the items set forth in the immediately preceding paragraph, dated not earlier than the immediately preceding month, reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance in the amounts and of the types required by Sections 6.3 and 6.4. The Company shall furnish to the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agency Lease each year throughout the term of this Agency Lease.

All premiums with respect to the insurance required by Section 6.3 shall be paid by the Company, provided, however, that, if the premiums are not timely paid, the Agency may pay such premiums and the Company shall pay immediately upon demand all sums so expended by the Agency, together with interest at a rate of ten percent (10%) per annum or the highest rate permitted by law, whichever is less.

6.5 APPLICATION OF NET PROCEEDS OF INSURANCE.

The Net Proceeds of the insurance carried pursuant to the provisions of Section 6.3 shall be applied as follows:

(a) The Net Proceeds of the insurance required by subsection 6.3(a) shall be paid and applied as provided in Section 7.1 hereof; and

(b) The Net Proceeds of the insurance required by subsections 6.3(b) and 6.3(c) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

**ARTICLE VII
DAMAGE, DESTRUCTION, AND CONDEMNATION**

7.1 DAMAGE OR DESTRUCTION.

(a) If the Mortgage shall be in effect or the Mortgagee shall have any interest in the Project Facility arising under or related to the Mortgage, whether by foreclosure or otherwise and the Project Facility shall be damaged or destroyed, in whole or in part, then insurance proceeds shall be paid in accordance with the relevant provisions of the Mortgage regarding the distribution of such insurance proceeds, provided that there shall be no abatement or reduction in amounts payable to the Agency hereunder. If the Mortgage shall not be in effect and the Mortgagee shall have no interest in the Project Facility and the Project Facility shall be damaged or destroyed, in whole or in part:

(1) There shall be no abatement or reduction in the amounts payable by the Company under this Agency Lease or otherwise (whether or not the Project Facility is replaced, repaired, rebuilt, or restored); and

(2) The Company shall promptly give notice thereof to the Agency;
and

(3) Except as otherwise provided in subsections 7.1(b) and 7.1(c) hereof, upon receipt of the insurance proceeds, the Company shall promptly replace, repair, rebuild, or restore the Project Facility to substantially the same condition as existed prior to such damage or destruction, with such changes, alterations, and modifications as may be desired by the Company and consented to in writing by the Agency, provided that such changes, alterations, or modifications do not change the nature of the Project Facility, such that it does not constitute a "project" (as such quoted term is defined in the Act); and in the event such Net Proceeds are not sufficient to pay in full the costs of such replacement, repair, rebuilding, or restoration, the Company shall nonetheless complete such work and shall pay from its own moneys that portion of the costs thereof in excess of such Net Proceeds.

(b) If the Mortgage shall not be in effect and the Mortgagee shall have no interest in the Project Facility, then notwithstanding anything to the contrary contained in subsection 7.1(a), the Company shall not be obligated to replace, repair, rebuild, or restore the Project Facility, and the Net Proceeds of any insurance settlement shall not be applied as provided in subsection 7.1(a) if the Company shall notify the Agency that, in the Company's sole judgment, the Company does not deem it practical or desirable to replace, repair, rebuild, or

restore the Project Facility. In such event, the lesser of (1) the total amount of the Net Proceeds collected under any and all policies of insurance covering the damage to or destruction of the Project Facility, or (2) any other sums payable to the Agency pursuant to this Agency Lease and the other Agency and Company Documents, shall be applied to the repayment of all amounts due to the Agency under this Agency Lease, the Company Lease and other Agency Documents. If the Net Proceeds collected under any and all policies of insurance are less than the amount necessary to repay any and all amounts payable to the Agency, the Company shall pay the difference between such amounts and the Net Proceeds of all such insurance settlements so that any and all amounts payable under this Agency Lease, the Company Lease and the other Agency Documents to the Agency shall be paid in full. If all amounts due under this Agency Lease, the Company Lease, the Mortgage and the other Agency Documents are paid in full, all such Net Proceeds, or the balance thereof, shall be paid to the Company for its purposes.

(c) The Company and the Mortgagee may adjust all claims under any policies of insurance required by subsections 6.3(a) and 6.3(c) hereof with the prior written consent of the Agency, which consent shall not be unreasonably withheld.

7.2 CONDEMNATION.

(a) If the Mortgage shall be in effect or the Mortgagee shall have any interest in the Project Facility arising under or related to the Mortgage, whether by foreclosure or otherwise and title to, or the use of, all, substantially all or less than substantially all of the Project Facility shall be taken by Condemnation, then Condemnation proceeds shall be paid in accordance with the relevant provisions of the Mortgage regarding the distribution of such Condemnation proceeds, provided that there shall be no abatement or reduction in amounts payable to the Agency hereunder. If the Mortgage shall not be in effect and the Mortgagee shall have no interest in the Project Facility and if title to, or the use of, less than substantially all of the Project Facility shall be taken by Condemnation:

(1) There shall be no abatement or reduction in the amounts payable by the Company under this Agency Lease or otherwise (whether or not the Project Facility is restored); and

(2) The Company shall promptly give notice thereof to the Agency;
and

(3) Except as otherwise provided in subsections 7.2(b) and 7.2(c) hereof, upon receipt of the Condemnation proceeds, the Company shall promptly restore the Project Facility (excluding any part of the Project Facility taken by Condemnation) to substantially the condition and value as an operating entity as existed prior to such Condemnation; and the Company shall nonetheless complete such restoration and shall pay from its own moneys that portion of the costs thereof in excess of such Net Proceeds.

(b) If the Mortgage shall not be in effect and the Mortgagee shall have no interest in the Project Facility and if title to, or the use of, less than substantially all of the Project Facility shall be taken by Condemnation, then notwithstanding anything to the contrary

contained in subsection 7.2(a), the Company shall not be obligated to restore the Project Facility, and the Net Proceeds of any Condemnation award shall not be applied as provided in subsection 7.2(a) if the Company shall notify the Agency that, in the Company's sole judgment, the Company does not deem it practical or desirable to restore the Project Facility. In such event, the lesser of (1) the Net Proceeds of any Condemnation award, or (2) the amount necessary to pay the Agency pursuant to this Agency Lease, the Company Lease and the other Agency Documents, shall be applied to payment of all amounts due to the Agency under this Agency Lease, the Company Lease and other Agency Documents. If the Net Proceeds of any Condemnation award are less than the amount necessary to pay any and all amounts payable to the Agency, the Company shall pay the difference between such amounts and the Net Proceeds of such Condemnation award so that any and all amounts payable under this Agency Lease, the Company Lease and other Agency Documents to the Agency shall be paid in full. If all amounts due under this Agency Lease, the Company Lease, the Mortgage and the other Agency Documents have been paid in full, all such Net Proceeds or the balance thereof shall be paid to the Company for its purposes.

(c) The Company and the Mortgagee with the prior written consent of the Agency (which consent shall not be unreasonably withheld), shall have sole control of any Condemnation proceeding with respect to the Project Facility, or any part thereof, and may negotiate the settlement of any such proceeding.

7.3 ADDITIONS TO PROJECT FACILITY.

All replacements, repairs, rebuilding, or restoration made pursuant to Sections 7.1 or 7.2 hereof, whether or not requiring the expenditure of the Company's own moneys, shall automatically become part of the Project Facility as if the same were specifically described herein.

ARTICLE VIII SPECIAL COVENANTS

8.1 NO WARRANTY OF CONDITION OR SUITABILITY BY THE AGENCY; ACCEPTANCE "AS IS."

THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY, OR FITNESS OF THE PROJECT FACILITY, OR ANY PART THEREOF, OR AS TO THE SUITABILITY OF THE PROJECT FACILITY OR ANY PART THEREOF FOR THE COMPANY'S PURPOSES OR NEEDS. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE, WHETHER PATENT OR LATENT, THE AGENCY SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.

8.2 HOLD HARMLESS PROVISIONS.

(a) The Company hereby releases the Agency and its members, officers, agents and employees from, agrees that the Agency and its members, officers, agents and employees shall not be liable for, and agrees to indemnify, defend, and hold the Agency and its members, officers, agents and employees harmless from and against any and all claims arising as a result of the Agency's undertaking the Project, including, but not limited to:

(1) Liability for loss or damage to Project Facility or bodily injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Project Facility, or arising by reason of or in connection with the occupation or the use thereof, or the presence on, in, or about the Project Facility;

(2) Liability arising from or expense incurred by the Agency's acquisition of a leasehold interest in the Project Facility and the subleasing of the Project Facility, including, without limiting the generality of the foregoing, all liabilities or claims arising as a result of the Agency's obligations under this Agency Lease, the Company Lease, the Mortgage or any other documents executed by the Agency at the direction of the Company in conjunction with the Project Facility;

(3) All claims arising from the exercise by the Company, and or its Additional Agents (as defined herein) of the authority conferred upon it and performance of the obligations assumed under Section 4.1 hereof;

(4) Any and all claims arising from the non-disclosure of information, if any, requested by the Company in accordance with Section 11.14 hereof;

(5) All causes of action and attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities, or expenses of the Agency are not incurred or do not result from the intentional wrongdoing of the Agency or any of its members, officers, agents or employees.

To the fullest extent permitted by law, the foregoing indemnities shall apply notwithstanding the fault or negligence (other than gross negligence or willful misconduct) on the part of the Agency or any of its officers, members, agents, servants or employees and irrespective of any breach of statutory obligation or any rule of comparative or apportional liability.

(b) In the event of any claim against the Agency or its members, officers, agents, or employees by any employee of the Company, or any materialman or Additional Agent of the Company, or anyone directly or indirectly employed by any of them, or any one for whose acts any of them may be liable, the obligations of the Company hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Company or such contractor under workers' compensation laws, disability benefit laws, or other employee benefit laws.

(c) To effectuate the provisions of this Section 8.2, the Company agrees to provide for and insure, in the liability policies required by Section 6.3, its liabilities assumed pursuant to this Section 8.2.

(d) Notwithstanding any other provisions of this Agency Lease, the obligations of the Company pursuant to this Section 8.2 shall remain in full force and effect after the termination of this Agency Lease and the Company Lease until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action, or prosecution relating to the matters herein described may be brought, and the payment in full or the satisfaction of such claim, cause of action, or prosecution, and the payment of all expenses and charges incurred by the Agency, or its officers, members, agents or employees relating thereto.

(e) For purposes of this Section 8.2 and Section 11.11 hereof, the Company shall not be deemed to constitute an employee, agent or servant of the Agency or a person under the Agency's control or supervision.

8.3 RIGHT OF ACCESS TO PROJECT FACILITY.

During the term of this Agency Lease, the Company agrees that the Agency and its duly authorized agents shall have the right to enter upon and to examine and inspect the Project Facility upon reasonable notice to the Company and with the least disturbance of Project Facility tenants as reasonably possible.

8.4 MAINTENANCE OF EXISTENCE.

During the term of this Agency Lease, the Company will maintain its existence and will not dissolve or otherwise dispose of all or substantially all of its assets.

8.5 AGREEMENT TO PROVIDE INFORMATION.

During the term of this Agency Lease, and no less frequently than annually, the Company agrees, whenever reasonably requested by the Agency or the Agency's auditor, to provide and certify, or cause to be certified, such information concerning the Project and/or the Company, its finances, and for itself and each of its Additional Agents, information regarding job creation¹, Local Labor Requirements, exemptions from State and local sales and use tax, real property and mortgage recording taxes and other topics as the Agency from time to time reasonably considers necessary or appropriate including, but not limited to those reports, in substantially the form as set forth in **Exhibit "D"** attached hereto, and such other information necessary as to enable the Agency to monitor and/or make any reports required by law or

¹ To the extent the Project includes commercial space and/or tenants for which the Company calculated job creation as part of its projections in its Application, the Company is obligated, through its lease or other rental agreement with those commercial tenants, to require that such tenants report to the Company, in accordance with the terms of Section 8.5 hereof, the number of full and part time jobs created and maintained by each such tenant for inclusion in the Company's reporting to or at the request of the Agency.

governmental regulation, including but not limited to §875 of the Act. Notwithstanding anything in this Section 8.5 to the contrary, the Company shall provide the Contract Status Report in accordance with Section 4.1 hereof.

8.6 BOOKS OF RECORD AND ACCOUNT; FINANCIAL STATEMENTS.

During the term of this Agency Lease, the Company agrees to maintain proper accounts, records, and books, in which full and correct entries shall be made in accordance with generally accepted accounting principles, of all business and affairs of the Company.

8.7 COMPLIANCE WITH ORDERS, ORDINANCES, ETC.

(a) The Company agrees that it will, during any period in which the amounts due under this Agency Lease remain unpaid, promptly comply with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, and requirements of all Governmental Authorities, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter affect the Company's obligations hereunder or be applicable to the Project Facility, or any part thereof, or to any use, manner of use, or condition of the Project Facility, or any part thereof, the applicability of the same to be determined both as if the Agency were the owner of the Project Facility and as if the Company were the owner of the Project Facility.

(b) Notwithstanding the provisions of subsection 8.7(a), the Company may, in good faith, actively contest the validity or the applicability of any requirement of the nature referred to in said subsection 8.7(a), provided that the Company shall have first notified the Agency of such contest, no Event of Default shall be continuing under this Agency Lease, or any of the other Company Documents; and such contest and failure to comply with such requirement shall not subject the Project Facility to loss or forfeiture. In such event, the Company may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom unless the Agency or its members, officers, agents, or employees may be liable for prosecution for failure to comply therewith, in which event the Company shall promptly take such action with respect thereto as shall be satisfactory to the Agency.

8.8 DISCHARGE OF LIENS AND ENCUMBRANCES.

During the term of this Agency Lease, the Company hereby covenants that, except for Permitted Encumbrances, the Company agrees not to create, or suffer to be created, any Lien on the Project Facility, or any part thereof without the prior written consent of the Agency. The Company shall promptly notify the Agency of any Permitted Encumbrances created, or suffered to be created, on the Project Facility.

8.9 PERFORMANCE BY AGENCY OF COMPANY'S OBLIGATIONS.

Should the Company fail to make any payment or to do any act as herein provided, the Agency may, but need not, upon ten (10) days' prior written notice to or demand on the Company and without releasing the Company from any obligation herein, make or do the

same, including, without limitation, appearing in and defending any action purporting to affect the rights or powers of the Company, or the Agency and paying all expenses, including, without limitation, reasonable attorneys' fees; and the Company shall pay immediately upon demand all sums so expended by the Agency under the authority hereof, together with the interest thereon at a rate of ten percent (10%) per annum or the highest rate permitted by law, whichever is greater.

8.10 DEPRECIATION DEDUCTIONS AND TAX CREDITS.

The parties agree that as between them, the Company shall be entitled to all depreciation deductions and accelerated cost recovery system deductions with respect to any portion of the Project Facility pursuant to Sections 167 and 168 of the Code and to any investment credit pursuant to Section 38 of the Code with respect to any portion of the Project Facility which constitutes "Section 38 Property" and to all other State and/or federal income tax deductions and credits which may be available with respect to the Project Facility.

8.11 EMPLOYMENT OPPORTUNITIES.

The Company shall insure that all employees and applicants for employment with regard to the Project are afforded equal employment opportunities without discrimination.

8.12 SALES AND USE TAX EXEMPTION.

(a) Pursuant to Section 874 of the Act, the parties understand that the Agency is exempt from certain State and local sales use taxes imposed by the State and local governments in the State, and that the Project may be exempted from those taxes due to the involvement of the Agency in the Project. The Agency makes no representations or warranties that any property is exempt from the payment of State or local sales or use taxes. Any exemption from the payment of State or local sales or use taxes resulting from the involvement of the Agency with the Project shall be subject to Section 875 of the Act and shall be limited to purchases of services and tangible personal property conveyed to the Agency or utilized by the Agency or by the Company as agent of the Agency as a part of the Project prior to the Completion Date, or incorporated within the Project Facility prior to the Completion Date. No operating expenses of the Project Facility, and no other purchases of services or property shall be subject to an exemption from the payment of State sales or use tax. It is the intention of the parties hereto that the Company will receive a State and local sales and use tax exemption with respect to the Project, said sales tax exemption to be evidenced by a letter to be issued by the Agency on the date of the execution of this Agency Lease. The Company acknowledges that as an agent of the Agency, it must complete and provide to each vendor Form ST-123 for purchases. The failure to furnish a completed Form ST-123 (IDA Agent or Project Operator Exempt Purchase Certificate) with each purchase will result in loss of the exemption for that purchase.

(b) The Company may use and appoint a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, "***Additional Agents***") in furtherance of the completion of the Project. However, for each Additional Agent, the Company must first: (i) cause the each such appointed Additional Agent to execute and deliver a sub-agent agreement, in the form attached hereto at **Exhibit "E"**,

and provide a fully executed copy to the Agency; and (ii) submit a completed Form ST-60 to the Agency for execution and filing with the New York State Department of Taxation and Finance.

(c) The Company acknowledges and agrees that an Additional Agent must be appointed as an agent of the Agency in order to avail itself of the Agency's sales and use tax exemption for purchases or rentals of equipment, tools and supplies with respect to the Project Facility.

(d) Pursuant to Section 874(8) of the Act, the Company agrees to annually file and cause each Additional Agent or other operator of the Project Facility to file annually, with the New York State Department of Taxation and Finance, and provide the Agency with a copy of same, on a form and in such manner as is prescribed by the New York State Commissioner of Taxation and Finance (the "**Annual Sales Tax Report**"), a statement of the value of all sales and use tax exemptions claimed by the Company and all other Additional Agents under the authority granted to the Company pursuant to Section 4.1(b) of this Agency Lease. Pursuant to Section 874(8) of the Act, the penalty for failure to file the Annual Sales Tax Report shall be removal of authority to act as agent of the Agency. Therefore, if the Company shall fail to comply with the requirements of this subsection (d), irrespective of any notice and cure period afforded, the Company and each Additional Agent shall immediately cease to be the agent of the Agency in connection with the Project. The Company is responsible for obtaining from the New York State Department of Taxation and Finance the current version of such Annual Sales Tax Report.

(e) The Company agrees to furnish to the Agency a copy of each such Annual Sales Tax Report submitted to the New York State Department of Taxation and Finance by the Company pursuant to Section 874(8) of the Act for itself and any Additional Agent.

(f) Pursuant to Section 874(9) of the Act, the Agency agrees to file within thirty (30) days of the Closing Date with the New York State Department of Taxation and Finance, on a form and in such manner as is prescribed by the New York State Commissioner of Taxation and Finance (the "**Thirty-Day Sales Tax Report**"), a statement identifying the Company, or 30 days from the appointment of any Additional Agent appointed in accordance with the terms herein, as agent of the Agency, setting forth the taxpayer identification number of the Company, giving a brief description of the goods and/or services intended to be exempted from sales taxes as a result of such appointment as agent, indicating the estimated value of the goods and/or services to which such appointment as agent relates, indicating the date when such designation as agent became effective and indicating the date upon which such designation as agent shall cease.

(g) Pursuant to Section 875(3) of the Act, and in conjunction with Agency policy, the Agency shall, and in some circumstances may, recover, recapture, receive or otherwise obtain from the Company the portion of the Financial Assistance (the "**Recapture Amount**") consisting of State and local sales and use tax exemption in accordance with the Agency's Recapture Policy, a copy of which is attached hereto at **Exhibit "F"**, and the Project Agreement.

8.13. IDENTIFICATION OF THE EQUIPMENT.

All Equipment which is or may become part of the Project Facility pursuant to the provisions of this Lease Agreement shall be properly identified by the Company by such appropriate records, including computerized records, as may be approved by the Agency.

ARTICLE IX ASSIGNMENTS; TRANSFERS; MERGER OF AGENCY

9.1 ASSIGNMENT OF AGENCY LEASE.

This Agency Lease may not be assigned by the Company, in whole or in part, nor all or any part of the Project Facility subleased, nor any part of the Project Facility sold, leased, transferred, conveyed or otherwise disposed of without the prior written consent of the Agency, which consent shall be in the Agency's sole and absolute discretion; provided however, that the Company may enter into leases for individual rental units that are part of the Project Facility without the consent of the Agency. Any assignment or sublease of this Agency Lease shall not effect a release of the Company from its obligations hereunder.

9.2 TRANSFERS OF INTERESTS.

Company shall not assign or otherwise transfer or allow an assignment or transfer, of a controlling interest in the Company, whether by operation of law or otherwise (including, without limitation, by way of a merger, consolidation or a change of control whereby the current existing equity holders of the Company, as of the date of the application to the Agency, would own, in the aggregate, less than a majority of the total combined voting power of all classes of equity interest of the Company or any surviving entity), without the prior written consent of Agency, which consent shall be in the Agency's sole and absolute discretion; provided however, that membership interests in the Company may be transferred by the equity holders of the Company prior to the Closing Date to "Investor Members" (as defined below) and from such Investor Members back to the original equity holders of the company, as such original equity holders are reflected below, without the prior consent of the Agency. An Investor Member is an investor (other than an original equity holder) who receives a membership interest in the Company in exchange for capital to fund the Project and an allocation of state and/or federal historic tax credits. The original equity holders are Timothy M. Lynn, Joseph Gehm, Stephen F. Case and BBL Construction Services, LLC.

9.3 MERGER OF AGENCY.

(a) Nothing contained in this Agency Lease shall prevent the consolidation of the Agency with, or merger of the Agency into, or assignment by the Agency of its rights and interests hereunder to any other body corporate and politic and public instrumentality of the State of New York, or political subdivision thereof, which has the legal authority to perform the obligations of the Agency hereunder, provided that upon any such consolidation, merger, or assignment, the due and punctual performance and observance of all the agreements and conditions of this Agency Lease to be kept and performed by the Agency shall be expressly assumed in writing by the public instrumentality or political subdivision resulting from such

consolidation or surviving such merger or to which the Agency's rights and interests hereunder shall be assigned.

(b) Promptly following the effective date of any such consolidation, merger, or assignment, the Agency shall give notice thereof in reasonable detail to the Company. The Agency shall promptly furnish to the Company such additional information with respect to any such consolidation, merger, or assignment as the Company reasonably may request.

ARTICLE X EVENTS OF DEFAULT AND REMEDIES

10.1 EVENTS OF DEFAULT DEFINED.

The following shall be "Events of Default" under this Agency Lease, and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Agency Lease, any one or more of the following events:

(a) A default by the Company in the due and punctual payment of the amounts specified to be paid pursuant to subsection 5.3 or 8.12(g); or

(b) Failure by the Company to maintain the insurance required by Section 6.3;
or

(c) A default in the performance or the observance of any other of the covenants, conditions, or agreements on the part of the Company in this Agency Lease and the continuance thereof for a period of thirty (30) days after written notice is given by the Agency or, if such covenant, condition, or agreement is capable of cure but cannot reasonably be cured within such thirty-day period, the failure of the Company to commence to cure within such thirty-day period and to prosecute the same with due diligence and cure the same within an additional thirty (30) days; or

(d) A transfer in contravention of Article 9 hereof;

(e) The occurrence of an "Event of Default" under the Mortgage, the Company Lease, the Project Agreement or any of the other Company Documents which is not timely cured as provided therein; or

(f) The Company shall generally not pay its debts as such debts become due or is unable to pay its debts as they become due.

(g) The Company shall conceal, remove, or permit to be concealed or removed any part of its Property with intent to hinder, delay, or defraud its creditors, or any one of them, or shall make or suffer a transfer of any of its Property which is fraudulent under any bankruptcy, fraudulent conveyance, or similar law, or shall make any transfer of its Property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid, or shall suffer or permit, while insolvent, any creditor to obtain a Lien upon any of its

Property through legal proceedings or distraint which is not vacated within thirty (30) days from the date thereof; or

(h) By order of a court of competent jurisdiction, a trustee, receiver, or liquidator of the Project Facility, or any part thereof, or of the Company shall be appointed and such order shall not be discharged or dismissed within sixty (60) days after such appointment; or

(i) The filing by the Company of a voluntary petition under Title 11 of the United States Code or any other federal or state bankruptcy statute; the failure by the Company within sixty (60) days to lift any execution, garnishment, or attachment of such consequence as will impair the Company's ability to carry out its obligations hereunder; the commencement of a case under Title 11 of the United States Code against the Company as the debtor, or commencement under any other federal or state bankruptcy statute of a case, action, or proceeding against the Company, and continuation of such case, action, or proceeding without dismissal for a period of sixty (60) days; the entry of an order for relief by a court of competent jurisdiction under Title 11 of the United States Code or any other federal or state bankruptcy statute with respect to the debts of the Company; or in connection with any insolvency or bankruptcy case, action, or proceeding, appointment by final order, judgment, or decree of a court of competent jurisdiction of a receiver or trustee of the whole or a substantial portion of the Property of the Company unless such order, judgment, or decree is vacated, dismissed, or dissolved within sixty (60) days of its issuance.

(j) The imposition of a Lien on the Project Facility other than a Permitted Encumbrance.

10.2 REMEDIES ON DEFAULT.

(a) Whenever any Event of Default shall have occurred and be continuing, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

- 1) Terminate this Agency Lease;
- 2) Terminate the Company Lease;
- 3) Take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due, or thereafter to become due, hereunder or under the Company Lease, the Project Agreement and/or to enforce the Company's obligations and duties under the Company Documents and the Agency's rights under the Agency Documents, including but not limited to, specific performance;
- 4) Terminate the Company's appointment as agent of the Agency; or
- 5) Seek to recover the recapture amount set forth in Article 8 hereof as well as any and all other components of Financial Assistance provided to the Company in accordance with the Agency's Recapture Policy.

(b) No action taken pursuant to this Section 10.2 shall relieve the Company from its obligations to make all payments required by Sections 5.3(b) and 8.2 hereof.

10.3 REMEDIES CUMULATIVE.

No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agency Lease, the Company Lease and the other Company Documents or now or hereafter existing at law or in equity to collect any amounts then due, or thereafter to become due, hereunder and thereunder and to enforce the Agency's right to terminate this Agency Lease and the Company Lease. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it in this Article 10, it shall not be necessary to give any notice, other than such notice as may be herein expressly required in this Agency Lease.

10.4 AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES.

In the event the Company should Default under any of the provisions of this Agency Lease, or a dispute arises hereunder, and the Agency should employ attorneys or incur other expenses to preserve or enforce its rights hereunder or for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, the Company shall, on demand therefor, pay to the Agency the reasonable fees and costs of such attorneys and such other expenses so incurred.

10.5 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event any agreement contained herein should be breached by either party and thereafter such breach be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XI MISCELLANEOUS

11.1 NOTICES.

All notices, certificates, and other communications hereunder shall be in writing, shall be sufficiently given, and shall be deemed given when (a) sent to the applicable address stated below by registered or certified mail, return receipt requested, and actually received by the intended recipient or by overnight courier or such other means as shall provide the sender with documentary evidence of such delivery, or (b) delivery is refused by the addressee as evidenced by the affidavit of the Person who attempted to effect such delivery. The addresses to which notices, certificates, and other communications hereunder shall be delivered are as follows:

(a) If to the Agency, to:

City of Syracuse Industrial Development Agency
201 East Washington Street, 7th Floor
Syracuse, New York 13202
Attn: Chairman

With a copy to:

Corporation Counsel
City of Syracuse
233 East Washington Street
Syracuse, New York 13202

and

Barclay Damon LLP
Barclay Damon Tower
125 East Jefferson Street
Syracuse, New York 13202
Attn: Susan R. Katzoff, Esq.

(b) If to the Company, to:

Addis Building, LLC
100 Madison Street, Suite 1905
Syracuse, New York 13202
Attn: Timothy Lynn, Esq.

With a copy to:

Centolella, Lynn, D'Elia & Temes, LLC
100 Madison Street, Suite 1905
Syracuse, New York 13202
Attn: Anthony J. D'Elia, Esq.

The Agency and the Company, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, and other communications shall be sent.

11.2 BINDING EFFECT.

This Agency Lease shall inure to the benefit of and shall be binding upon the Agency and the Company and, as permitted by this Agency Lease, upon their respective heirs, successors and assigns.

11.3 SEVERABILITY.

If any one or more of the covenants or agreements provided herein on the part of the Agency or the Company to be performed shall for any reason be held, or shall in fact be, inoperative, unenforceable, or contrary to law in any particular circumstance; such circumstance shall not render the provision in question inoperative or unenforceable in any other circumstance. Further, if any one or more of the sentences, clauses, paragraphs, or sections herein is contrary to law, then such covenant(s) or agreement(s) shall be deemed severable of remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of this Agency Lease.

11.4 AMENDMENTS, CHANGES AND MODIFICATIONS.

This Agency Lease may not be amended, changed, modified, altered, or terminated except by an instrument in writing signed by the parties hereto.

11.5 EXECUTION OF COUNTERPARTS.

This Agency Lease 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.

11.6 APPLICABLE LAW.

This Agency Lease shall be governed exclusively by the applicable laws of the State of New York.

11.7 WAIVER OF TRIAL BY JURY.

THE COMPANY AND THE AGENCY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY DISPUTE ARISING UNDER THIS AGENCY LEASE, AND THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGENCY LEASE.

11.8 SUBORDINATION.

This Agency Lease shall be subject and subordinate to the Company Lease and the Mortgage and all Permitted Encumbrances in all respects.

11.9 SURVIVAL OF OBLIGATIONS.

(a) The obligations of the Company to repay, defend and/or provide the indemnity required by Section 8.2 and 8.12 hereof shall survive the termination of this Agency Lease and all such payments and obligations after such termination shall be made upon demand of the party to whom such payment and/or obligation is due.

(b) The obligations of the Company to repay, defend and/or provide the indemnity required by Sections 8.2 and 8.12 shall survive the termination of this Agency Lease until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action, or prosecution may be brought, and the payment in full or the satisfaction

of such claim, cause of action, or prosecution, and the payment of all expenses and charges incurred by the Agency or its officers, members, agents (other than the Company) or employees relating thereto.

(c) The obligations of the Company required by Article 4 and Sections 2.2 and 11.14 hereof shall similarly survive the termination of this Agency Lease.

11.10 TABLE OF CONTENTS AND SECTION HEADINGS NOT CONTROLLING.

The Table of Contents and the Section headings in this Agency Lease have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Agency Lease.

11.11 NO RECOURSE; SPECIAL OBLIGATION.

The obligations and agreements of the Agency contained herein and in the other Agency Documents and in any other instrument or document executed in connection herewith or therewith, and any instrument or document supplemental hereto or thereto, shall be deemed the obligations and agreements of the Agency and not of any member, officer, agent or employee of the Agency in his individual capacity; and the members, officers, agents and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby. The obligations and agreements of the Agency contained herein or therein shall not constitute or give rise to an obligation of the State New York or of the City of Syracuse, and neither the State of New York nor the City of Syracuse shall be liable hereon or thereon. Further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues of the Agency derived, and to be derived from, the lease, sale, or other disposition of the Project Facility, other than revenues derived from or constituting Unassigned Rights. No order or decree of specific performance with respect to any of the obligations of the Agency hereunder or thereunder shall be sought or enforced against the Agency unless:

(a) The party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and thirty (30) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or if compliance therewith would reasonably be expected to take longer than thirty (30) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period; and

(b) If the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses; and

(c) If the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents or employees shall be subject to potential liability, the party seeking such order or decree shall (1) agree to indemnify and hold harmless the Agency and its members, officers, agents and employees against any liability incurred as a result of its compliance with such demand; and (2) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents and employees against all liability expected to be incurred as a result of compliance with such request.

(d) For purposes of this Section 11.11, neither the Company nor any Additional Agent shall be deemed to constitute an employee, agent or servant of the Agency or a person under the Agency's control or supervision.

Any failure to provide notice, indemnity, or security to the Agency pursuant to this Section 11.11 shall not alter the full force and effect of any Event of Default under this Agency Lease.

11.12 OBLIGATION TO SELL AND PURCHASE THE EQUIPMENT.

(a) Contemporaneously with the termination of this Agency Lease in accordance with Section 5.2 hereof, the Agency shall sell and the Company shall purchase all the Agency's right, title and interest in and to all of the Equipment for a purchase price equal to the sum of One Dollar (\$1.00), plus payment of all sums due and payable to the Agency or any other Person pursuant to this Agency Lease and the other Company Documents. The Company hereby irrevocably designates the Agency as its attorney-in-fact, coupled with an interest, for the purpose of executing and delivering the bill of sale together with any other documents therewith, including lease terminations in accordance with Section 5.2 hereof, and to take such other and further actions reasonably necessary to confirm the termination of the Agency's interest in the Equipment.

(b) The sale and conveyance of the Agency's right, title and interest in and to the Equipment shall be effected by the execution and delivery by the Agency to the Company of a bill of sale to Company. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from such transfer of title.

(c) The Company agrees to prepare the bill of sale to Company and all schedules thereto, together with all necessary documentation, and to forward same to the Agency at least thirty (30) days prior to the date that title to the Equipment is to be conveyed to the Company.

11.13 ENTIRE AGREEMENT.

This Agency Lease and the Company Lease contain the entire agreement between the parties and all prior negotiations and agreements are merged therein.

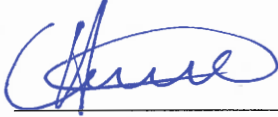
11.14 DISCLOSURE.

Section 875(7) of the New York General Municipal Law (“GML”) requires that the Agency post on its website all resolutions and agreements relating to the Company’s appointment as an agent of the Agency or otherwise related to the Project; and Article 6 of the New York Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the Company feels that there are elements of the Project or information about the Company in the Agency’s possession which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the Company’s competitive position, the Company must identify such elements in writing, supply same to the Agency on or before the Closing Date, and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law. Failure to do so will result in the posting by the Agency of all information in accordance with Section 875 of the GML.

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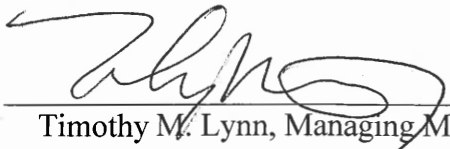
IN WITNESS WHEREOF, the Agency and the Company have caused this Agency Lease to be executed in their respective names by their duly authorized representatives as of the day and year first written above.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 

Honora Spillane, Executive Director

ADDIS BUILDING, LLC

By: 

Timothy M. Lynn, Managing Member

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

On the 27th day of March in the year 2018 before me, the undersigned, personally appeared HONORA SPILLANE, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Lori L McRobbie

Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 20 22

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

On the 27th day of March in the year 2018 before me, the undersigned, personally appeared TIMOTHY M. LYNN, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Lori L McRobbie

Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 20 22

EXHIBIT "A"

LEGAL DESCRIPTION

Addis Building

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, Tax Map ID 101.-08-05.0, in said City and being more particularly described as follows:

BEGINNING at a point in the easterly boundary of South Salina Street, said point being N. 0° 03' 30" E. a distance of 294.76 feet, measured along said easterly street boundary, from its intersection with the northwesterly boundary of East Onondaga Street; running thence N. 0° 03' 30" E. along said easterly street boundary, a distance of 56.87 feet to a point; thence S. 89° 48' 10" E. a distance of 133.90 feet to a point; thence S. 0° 03' 30" a distance of 56.87 feet to a point; thence N. 89° 48' 10" W. a distance of 133.90 feet to the point and place of beginning.

BEING part of Blocks 116 and 133 in said City.

EXHIBIT "B"

DESCRIPTION OF EQUIPMENT

All articles of personal property, all machinery, apparatus, equipment, appliances, floor coverings, furniture, furnishings, supplies, materials, fittings and fixtures of every kind and nature whatsoever and all appurtenances acquired by **ADDIS BUILDING, LLC** (the "*Company*") and now or hereafter attached to, contained in or used or acquired in connection with the Project Facility (as defined in the Agency Lease or placed on any part thereof, though not attached thereto, including, but not limited to, pipes, screens, fixtures, furniture, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, ranges, refrigerators, freezers, rugs, movable partitions, cleaning equipment, maintenance equipment, restaurant supplies and equipment, shelving, racks, flagpoles, signs, waste containers, outdoor benches, drapes, blinds and accessories, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery; and together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor, and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.

EXHIBIT "C"

TABLE OF DEFINITIONS

The following terms shall have the meanings set forth below, unless the context or use clearly indicate another or different meaning and the singular form of such defined words and terms shall include the plural and vice versa:

Act: means the New York State Industrial Development Agency Act (N.Y. Gen. Municipal Law §§ 850 et seq.) as amended, together with Section 926 of the N.Y. General Municipal Law, as amended from time to time.

Additional Agents: means a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents appointed by the Company in furtherance of the completion of the Project in accordance with the terms of the Agency Lease.

Agency: means the City of Syracuse Industrial Development Agency and its successors and assigns.

Agency Documents: means the Project Agreement, the Agency Lease, the Company Lease, the Mortgage and any other documents executed by the Agency in connection with the Project or the Financial Assistance granted in connection therewith.

Agency Lease: means the Agency Lease Agreement dated as of March 1, 2018, by and between the Agency and the Company, as the same may be amended or supplemented from time to time.

Application: means the application submitted by the Company to the Agency dated October 10, 2016, requesting the Agency undertake the Project, as same may be amended or supplemented from time to time.

Authorized Representative: means for the Agency, the Chairman or Vice Chairman of the Agency; for the Company, its Managing Member or any officer designated in a certificate signed by an Authorized Representative of such Company and, for either the Agency or the Company, any additional persons designated to act on behalf of the Agency or the Company by written certificate furnished by the designating party containing the specimen signature of each designated person.

Bill of Sale: means that certain Bill of Sale from the Company to the Agency dated as of March 1, 2018 in connection with the Equipment.

City: means the City of Syracuse.

Closing Date: means March 27, 2018.

Closing Memorandum: means the closing memorandum of the Agency relating to the Project.

Code: means the Internal Revenue Code of 1986, as amended, and the regulations of the United States Treasury Department promulgated thereunder.

Company: means Addis Building, LLC, a limited liability company, organized and existing under the laws of the State of New York having an address at 100 Madison Street, Suite 1905, Syracuse, New York 13202, and its permitted successors and assigns.

Company Documents: means the Company Lease, the Agency Lease, the Project Agreement, the Mortgage, the Environmental Compliance and Indemnification Agreement, the Bill of Sale, the Company Certification and any other documents executed by the Company in connection with the Project or the Financial Assistance granted in connection therewith.

Company Lease: means the Company Lease Agreement dated as of March 1, 2018 from the Company to the Agency, pursuant to which the Company leased the Project Facility to the Agency, as the same may be amended or supplemented from time to time.

Condemnation: means the taking of title to, or the use of, Property under the exercise of the power of eminent domain by any governmental entity or other Person acting under governmental authority.

County: means the County of Onondaga in the State of New York.

Environmental Compliance and Indemnification Agreement: means the Environmental Compliance and Indemnification Agreement dated as of March 1, 2018 by the Company to the Agency.

Equipment: means all materials, machinery, furnishings, fixtures and equipment installed or used at the Project Facility, as of the Closing Date and thereafter acquired for or installed in, or upon, the Project Facility, as more fully described in **Exhibit "B"** to the Agency Lease.

Facility: means the buildings and other improvements located or to be constructed on the Land.

Financial Assistance: has the meaning given to such term in Section 854(14) of the Act.

Governmental Authority: means any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign.

Land: means the improved real property located at 449-53 South Salina Street in the City of Syracuse, County of Onondaga, State of New York, more particularly described on **Exhibit "A"** attached to the Agency Lease.

Lien: means any interest in Property securing an obligation owed to a Person, whether such interest is based on the common law, statute or contract, and including, but not limited to, a security interest arising from a mortgage, encumbrance, pledge, conditional sale, or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" includes reservations, exceptions, encroachments, projections, easements, rights of way, covenants, conditions, restrictions, leases, and other similar title exceptions and encumbrances, including, but not limited to mechanics, materialmen, warehousemen, and carriers liens and other similar encumbrances effecting real property. For purposes hereof, a Person shall be deemed to be the owner of any property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the property has been retained by or vested in some other person for security purposes.

Mortgage: means one or more mortgages from the Agency and the Company to the Mortgagee and recorded in the Onondaga County Clerk's office subsequent to the filing and recording of the Memorandum of Agency Lease, securing construction and/or permanent financing for the Project Facility, executed in accordance with Section 4.5 of the Agency Lease, and securing the Note.

Mortgagee: means a lender, its successors and assigns, providing financing pursuant to the Note and Mortgage, relative to the costs of construction and/or equipping of the Project Facility.

Net Proceeds: means so much of the gross proceeds with respect to which that term is used as remain after payment of all expenses, costs and taxes (including attorneys' fees) incurred in obtaining such gross proceeds.

Note: means one or more notes given by the Company to the Mortgagee in connection with the Mortgage for construction or permanent financing relative to the Project Facility.

Permitted Encumbrances: means (A) utility, access and other easements and rights of way, and restrictions, encroachments and exceptions, that benefit or do not materially impair the utility or the value of the Property affected thereby for the purposes for which it is intended, (B) artisans', mechanics', materialmen's, warehousemen's, carriers', landlords', bankers', workmen's compensation, unemployment compensation and social security, and other similar Liens to the extent permitted by the Agency Lease, including the lien of the Mortgage, (C) Liens for taxes (1) to the extent permitted by the Agency Lease or (2) at the time not delinquent, (D) any Lien on the Project Facility obtained through any Agency Document or Company Document or the Mortgage, (E) Liens of judgments or awards in respect of which an appeal or proceeding for review shall be pending (or is pending within ten days after entry) and a stay of execution shall have been obtained (or is obtained within ten days after entry), or in connection with any

claim or proceeding, (F) Liens on any Property hereafter acquired by the Company or any subsidiary which liens are created contemporaneously with such acquisition to secure or provide for the payment or financing of any part of the purchase price thereof, (G) Liens consisting solely of restrictions under any applicable laws or any negative covenants in any applicable agreements (but only to the extent that such restrictions and covenants do not prohibit the execution, delivery and performance by the Company of the Agency Lease and the Mortgage, and (H) existing mortgages or encumbrances on the Project Facility as of the Closing Date or thereafter incurred with the consent of the Mortgagee and the Agency.

Person: means an individual, partnership, corporation, limited liability company, trust, or unincorporated organization, and any government or agency or political subdivision or branch thereof.

Plans and Specifications: means the representations, plans and specifications, if any, and presented by the Company to the Agency in its application and any presentation relating to the reconstruction, renovation and equipping of the Project Facility; and any plans and specifications approved by the Mortgagee.

Project: shall have the meaning ascribed thereto in the third *WHEREAS* clause of this Agency Lease.

Project Agreement: means the Project Agreement dated as of March 1, 2018 between the Company and the Agency setting forth rights and obligations of the parties with respect to the Financial Assistance.

Project Facility: means the Land, the Facility and the Equipment.

Property: means any interest in any kind of property or asset, whether real, personal, or mixed, or tangible or intangible.

Resolution or Resolutions: means the Agency's resolutions adopted on December 20, 2018, authorizing the undertaking of the Project and the execution and delivery of certain documents by the Agency in connection therewith.

Sales and Use Tax or State Sales and Use Taxes: means, when used with respect to State sales and use taxes, sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

SEQRA: means the State Environmental Quality Review Act constituting Article 8 of the State Environmental Conservation Law and the regulations promulgated thereunder, as amended.

State: means the State of New York.

Unassigned Rights: means:

- (i) the right of the Agency in its own behalf to receive all opinions of counsel, reports, financial statements, certificates, insurance policies, binders or certificates, or other notices or communications, if any, required to be delivered to the Agency under the Agency Lease;
- (ii) the right of the Agency to grant or withhold any consents or approvals required of the Agency under the Agency Lease;
- (iii) the right of the Agency to enforce or otherwise exercise in its own behalf all agreements of the Company with respect to ensuring that the Project Facility shall always constitute a qualified “project” as defined in and as contemplated by the Act;
- (iv) the right of the Agency to require and enforce any right of defense and any indemnity from any Person;
- (v) the right of the Agency in its own behalf (or on behalf of the appropriate taxing authorities) to enforce, receive amounts payable under or otherwise exercise its rights under Sections 2.2(f), 2.2(h), 2.2(m), 2.2(q), 4.1, 4.5, 5.3, 5.4, 6.2, 6.3, 6.4, 8.2, 8.3, 8.5, 8.7, 8.9, 8.12, 10.2, 10.4, 11.9, 11.11 and 11.12 of the Agency Lease and Sections 2.6(g), 4.8 and 4.9 of the Company Lease; and
- (vi) the right of the Agency in its own behalf to declare an Event of Default and enforce its remedies under Article X of the Agency Lease or with respect to any of the Agency’s Unassigned Rights.

EXHIBIT "D"

**FORM OF ANNUAL REPORTING REQUIREMENTS
FORM OF ANNUAL REPORTING QUESTIONNAIRE**

SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
201 East Washington Street, 7th Floor, Syracuse, New York 13202

Date

COMPANY
COMPANY ADDRESS

Dear _____:

Our auditors, _____, CPAs are conducting an audit of our financial statements for the year ended December 31, _____. In connection with that audit, we request that you furnish certain information directly to our auditor with regard to the following security issued by/through the City of Syracuse Industrial Development Agency:

Sale - Leaseback Financing

Project: _____

Date of Financing:

Principal Amount Financed:

Maturity Date:

Original Interest Rate:

Please provide the following information as of December 31, [year]:

Name of Lender

Debt Retired in [year] Yes/No

Debt Refinanced in [year] Yes/No

(If Yes, please update information in Paragraph 1 above)

Debt in Default as of [date] Yes/No

Current Interest Rate(s)

Rate range, if Variable

Principal balance outstanding as of [date]

Principal payments made during [year]

Payments in Lieu of Taxes (PILOT)

paid in [year]

Total cost of goods/services purchased: \$ _____

New York State Sales Tax Exemptions Claimed [year]

New York Local Sales Tax Exemptions Claimed: [year]

New York State Mortgage Recording

Tax Exemption: [year]

Form of Syracuse Industrial Development Agency — Project Jobs Data [year]

From:

To: _____, CPAs

Re:

The following jobs information is furnished to you with regard to the above cited project:

Full Time Equivalent (FTE) Jobs Created and Retained – [year]

- # of Current FTE Employees as of [closing date]
- # of FTE Jobs Created during [year]
- # of FTE Jobs Retained during [year]
- # of FTE Construction Jobs Created during [year]

Comments:

Signature

Print Name

Title

Date

EXHIBIT "E"

FORM OF SUB-AGENT AGREEMENT

THIS SUB-AGENT APPOINTMENT AGREEMENT (the "**Agreement**"), dated as of _____, 20__, is by and between **ADDIS BUILDING, LLC** (the "**Company**"), with a mailing address of 100 Madison Street, Suite 1905, Syracuse, New York 13202 (the "**Company**"), and [NAME OF SUB-AGENT], a _____ of the State of New York, having an office for the transaction of business at _____ (the "**Sub-Agent**").

WITNESSETH:

WHEREAS, the City of Syracuse Industrial Development Agency (the "**Agency**") was created by Chapter 641 of the Laws of 1979 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "**Act**") as a body corporate and politic and as a public benefit corporation of the State of New York (the "**State**"); and

WHEREAS, by resolution of its members adopted on December 20, 2016 (the "**Resolution**"), the Agency agreed to undertake a project for the benefit of the Company (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the "**Building**") located at 449-53 South Salina Street, in the City of Syracuse, New York (the "**Land**"); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, all located on the Land (collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, under the Resolution and in the Agency Lease Agreement by and between the Company and the Agency dated as of March 1, 2018 (the “*Agency Lease*”) the Agency appointed the Company as its agent for purposes of completing the Project and delegated to the Company the authority to appoint as agents of the Agency a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (the “*Additional Agents*” or “*Sub-Agents*”), for the purpose of completing the Project and benefitting from the State and local sales and use tax exemption that forms a portion of the Financial Assistance all in accordance with the terms of the Resolution and the Agency Lease; and

WHEREAS, the Company and the Agency entered into a Project Agreement dated as of March 1, 2018 (the “*Project Agreement*”).

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. The Company hereby appoints the Sub-Agent as an Additional Agent of the Agency for the purpose of assisting the Company and the Agency in the completion of the Project and benefitting from the State and local sales and use tax exemption relative to expenditures made in furtherance thereof. The Sub-Agent is only an agent of the Agency for the aforementioned purposes. The Sub-Agent hereby agrees to limit its activities as agent for the Agency under the authority of this Agreement to acts reasonably related to the completion of the Project Facility.

2. The Sub-Agent covenants, agrees and acknowledges:

a. to make all records and information regarding State and local sales and use tax exemption benefits claimed by it in connection with the Project available to the Company and the Agency upon request. The Sub-Agent agrees to comply with all procedures and policies established by the State Department of Taxation and Finance, or any similar entity, regarding the documenting or reporting of any State and local sales and use tax exemption benefits, including providing to the Company all information of the Sub-Agent necessary for the Company to complete the State Department of Taxation and Finance’s “Annual Report of Sales and Use Tax Exemptions” (Form ST-340).

b. to be bound by and comply with the terms and conditions of the Agency’s policies, the Resolution and Section 875(3) of the Act (as if such section were fully set forth herein). Without limiting the scope of the foregoing, the Sub-Agent acknowledges and agrees to be bound by the Agency’s Suspension, Discontinuation and Recapture of Benefits Policy (the “*Recapture Policy*”), a copy of which is attached hereto as **Schedule “A”**.

c. that the failure of the Sub-Agent to promptly pay such Recapture Amount to the Agency will be grounds for the Agency, the State Commissioner of Taxation and Finance or such other entity, to collect sales and use taxes from the Sub-Agent under Article 28 of the Tax Law, or other applicable law, policy or contract, together with interest and penalties. In addition to the foregoing, the Sub-Agent acknowledges and agrees that for purposes of exemption from State sales and use taxation, “sales and use taxation” shall mean sales and

compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the Tax Law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

d. that all purchases made by the Sub-Agent in connection with the Project shall be made using Form ST-123 (IDA Agent or Project Operator Exempt Purchase Certificate), a copy of which is attached hereto as **Schedule "B"**). It shall be the responsibility of the Sub-Agent (and not the Company or the Agency) to complete Form ST-123. The failure to furnish a completed Form ST-123 with each purchase will result in loss of the exemption for that purchase.

e. that it shall identify the Project on each bill and invoice for such purchases and further indicate on such bills or invoices that the Sub-Agent is making purchases of tangible personal property or services for use in the Project as agent of the Agency. For purposes of indicating who the purchaser is, the Sub-Agent acknowledges and agrees that the bill of invoice should state, "I, [NAME OF SUB-AGENT], certify that I am a duly appointed agent of the City of Syracuse Industrial Development Agency and that I am purchasing the tangible personal property or services for use in the following Agency project and that such purchases qualify as exempt from sales and use taxes under my Sub-Agent Appointment Agreement." The Sub-Agent further acknowledges and agrees that the following information shall be used by the Sub-Agent to identify the Project on each bill and invoice: ADDIS BUILDING, LLC PROJECT, 449-53 South Salina Street, Syracuse, New York 13202, IDA Project No.: 31021703.

f. that for purposes of any exemption from the State sales and use taxation as part of any Financial Assistance requested, "sales and use taxation" shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight A of the State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

g. that the Sub-Agent shall indemnify and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the Project Facility (including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing), for such claims or liabilities that arise as a result of the Sub-Agent acting as agent for the Agency pursuant to this Agreement or otherwise.

The Sub-Agent shall indemnify and hold the Agency, its members, officers, employees and agents and anyone for whose acts or omissions the Agency or any one of them may be liable, harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned subsequent to the date hereof by any cause whatsoever in relation only to Sub-Agent's work on or for the Project Facility, including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

The foregoing defenses and indemnities shall survive expiration or termination of this Agreement and shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by statutory law.

h. that as agent for the Agency or otherwise, the Sub-Agent will comply at the Sub-Agent's sole cost and expense with all the requirements of all federal, state and local laws, rules and regulations of whatever kind and howsoever denominated applicable to the Sub-Agent with respect to the Project Facility.

i. that Section 875(7) of the Act requires the Agency to post on its website all resolutions and agreements relating to the Sub-Agent's appointment as an agent of the Agency or otherwise related to the Project, including this Agreement, and that Public Officers Law Article 6 declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the Sub-Agent feels that there is information about the Sub-Agent in the Agency's possession which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the Sub-Agent's competitive position, the Sub-Agent must identify such elements in writing, supply same to the Agency prior to or contemporaneously with the execution hereof and request that such elements be kept confidential in accordance with Public Officers Law Article 6. Failure to do so will result in the posting by the Agency of all information in accordance with Section 875 of the Act.

j. The Sub-Agent agrees Local contractors and suppliers will be used for the construction and equipping of the Project unless a waiver is first received from the Agency in writing. Such waiver shall be in the Agency's sole discretion. The Sub-Agent agrees that such Local contractors shall be provided the opportunity to bid on contracts related to the Project. Local shall mean, for the purposes of this Agreement, Onondaga, Oswego, Madison, Cayuga, Cortland and Oneida Counties. Failure to comply with the local labor requirements of this Section (j) (collectively, the "**Local Labor Requirements**") may result in the revocation or recapture of benefits provided/approved to the Project by the Agency.

k. that the Sub-Agent must timely provide the Company with the necessary information to permit the Company, pursuant to General Municipal Law §874(8), to timely file an Annual Statement with the New York State Department of Taxation and Finance on "Annual Report of Sales and Use Tax Exemptions" (Form ST-340) regarding the value of sales and use tax exemptions the Additional Agent claimed pursuant to the agency conferred on it by the Company with respect to this Project on an annual basis.

l. that the failure to comply with the foregoing will result in the loss of the exemption.

m. that if the Sub-Agent is the general contractor for the Project, then at all times following the execution of this Agreement, and during the term thereof, the Sub-Agent shall maintain or cause to be maintained the following insurance policies with an insurance company licensed in the State that has an A.M. Best rating of not less than A-:

(a) Insurance against loss or damage by fire, lightning, and other casualties customarily insured against (with a uniform standard extended coverage endorsement), such insurance to be in an amount not less than the full replacement value of the completed Project Facility, exclusive of footings and foundations, as determined by a recognized appraiser or insurer selected by the general contractor.

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

(c) A policy of commercial general liability insurance with a limit of liability of not less than \$1,000,000 per occurrence on an "occurrence" basis and \$2,000,000 in the aggregate for bodily injury, including death, and property damage, including but not limited to, contractual liability under this Agency Lease and personal injury, with blanket excess liability coverage in an amount not less than \$2,000,000, covering the Project Facility and Equipment and the Company's and the Agency's use or occupancy thereof against all claims on account of bodily injury or death and property damage occurring upon, in or about the Project Facility or in connection with the ownership, maintenance, use and/or occupancy of the Project Facility and all appurtenant areas.

In addition, all insurance required by this section shall be with insurance companies of recognized financial standing selected by the general contractor and licensed to write such insurance in the State of New York. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other Persons engaged in businesses similar in size, character, and other respects to those in which the general contractor is engaged. All policies evidencing such insurance except the Workers' Compensation policy shall name the general contractor as insured and the Agency as an additional insured, as its interests may appear, and shall provide that such coverage with respect to the Agency be primary and non-contributory with any insurance secured by the Agency and require at least thirty (30) days' prior written notice to the Agency of cancellation, reduction in policy limits, or material change in coverage thereof.

Prior to the effective date of this Agreement, the general contractor shall deliver to the Agency, satisfactory to the Agency in form and substance: (i) Certificates evidencing all insurance required hereby; (ii) the additional insured endorsement(s) applicable to the Agency; (iii) the final insurance binder addressed to the general contractor covering the Project Facility; and (iv) evidence that the insurance so required is on a primary and non-contributory basis. In

addition, the general contractor shall provide, if so requested by the Agency, a final and complete copy of each insurance policy within thirty (30) days of the execution of this Agreement.

The general contractor shall deliver or cause to be delivered to the Agency on or before the first business day of each January thereafter each of the items set forth in the immediately preceding paragraphs, dated not earlier than the immediately preceding month, reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance in the amounts and of the types required hereby for so long as the general contractor is performing, supervising or causing work to be done on or at the Project Facility. The general contractor shall furnish to the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agreement in each such year.

n. that every controversy, dispute or claim arising out of or relating to this Agreement shall be governed by the laws of the State of New York, without regard to its conflicts-of-laws provisions that if applied might require the application of the laws of another jurisdiction; and that the Sub-Agent irrevocably and expressly submits to the exclusive personal jurisdiction of the Supreme Court of the State of New York and the United States District Court for the Northern District of New York, to the exclusion of all other courts, for the purposes of litigating every controversy, dispute or claim arising out of or relating to this Agreement.

3. Failure of the Sub-Agent to comply with any of the provisions of this Agreement shall result in the immediate nullification of the appointment of the Sub-Agent and the immediate termination of this Agreement and may result in the loss of the Company's State and local sales and use tax exemption with respect to the Project at the sole discretion of the Agency. In addition, such failure may result in the recapture of the State and local sales and use taxes avoided.

4. The Company acknowledges that the assumption of certain obligations by the Sub-Agent in accordance with this Agreement does not relieve the Company of its obligations under any provisions of the Agency Lease or of any other agreement entered into by the Company in connection with the Project.

5. The Company and the Sub-Agent agree that the Agency is a third-party beneficiary of this Agreement.

6. This Agreement shall be in effect until the earlier of: (i) the completion of the work on the Project by the Sub-Agent; or (ii) the Sub-Agent's loss of status as an agent of the Agency as set forth herein. Notwithstanding the foregoing, the provisions of Sections 2(b), 2(c), 2(f), 2(g), 2(j), and 2(l) shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Company and the Sub-Agent have caused this Agreement to be executed in their respective names by their respective duty authorized officers, all as of the day and year first above written.

ADDIS BUILDING, LLC

By: _____
Timothy M. Lynn, Managing Member

[NAME OF SUB-AGENT]

By: _____
Name:
Title:

SCHEDULE "A"
To Sub-Agent Agreement

RECAPTURE POLICY

City of Syracuse
Industrial Development Agency
333 West Washington Street, Suite 130
Syracuse, NY 13202
Tel (315) 473-3275 Fax (315) 435-3669

RECAPTURE POLICY

I. STATEMENT OF PURPOSE

The City of Syracuse Industrial Development Agency (the “Agency”) has adopted this Recapture Policy (the “*Recapture Policy*”) in accordance with Sections 874(10) and 874(11) of the New York State General Municipal Law. This Recapture Policy shall be consistent with and in compliance with the provisions of Chapter 1030 of Laws of 1969 of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “*Enabling Act*”) and Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (said Chapter and the Enabling Act being hereinafter collectively referred to as the “*Act*”), and any other applicable law.

II. MANDATORY RECAPTURE OF THE NEW YORK STATE PORTION OF SALES AND USE TAX

The Agency shall recapture from project applicants New York State sales and use tax benefits, in accordance with the provisions of the General Municipal Law, from projects that utilized State sales and use tax exemptions:

- a) To which the project was not entitled;
- b) In excess of the amounts authorized by the Agency;
- c) For property or services not authorized by the Agency; and/or
- d) For a project that has failed to comply with a material term or condition to use the property or services in the manner required by any of the project documents between the company and the Agency.

The approving resolution(s) and project documents granting financial assistance in the form of State sales and use tax exemption benefits shall include the terms and conditions of the foregoing recapture provision. Within thirty (30) days of the recapture, the recapture amount shall be remitted to the New York State Department of Taxation and Finance. Such remittances shall include interest, at the legal rate, imposed by the Agency. The failure to pay over such

amounts to the Agency shall be grounds for the New York State Tax Commissioner to assess and determine State sales and use taxes due from the company under article twenty-eight of the New York State Tax Law, together with any relevant penalties and interest due on such amounts.

In order to determine if one of the foregoing events have occurred (a “*State Mandated Recapture Event*”) and to effectuate this recapture of New York State sales and use tax benefits the Agency shall:

- a) Keep records of the New York State and local sales tax exemptions provided to each project, with such records available to the New York State Tax Commissioner upon request.
- b) Report within thirty days of providing any financial assistance in the form of a sales and use tax exemption, the project, the estimated amount of the exemption and other information as may be required by the New York State Tax Commissioner (Form ST-60).
- c) The Agency shall file an annual report with the New York State Tax Commissioner detailing its terms and conditions and its activities in recapturing any unauthorized New York State sales and use tax exemptions.

III. SUSPENSION, DISCONTINUATION, RECAPTURE AND TERMINATION OF OTHER FORMS OF FINANCIAL ASSISTANCE

With respect to all other financial assistance provided to a project (other than the State portion of sales and use tax exemptions) the Agency shall have the right to suspend, discontinue, recapture or terminate financial assistance to any company for a project to the extent that:

- a) for projects that utilized local sales and use tax exemptions, the project was not entitled to such exemptions, such exemptions were in excess of the amounts authorized by the Agency, and/or such exemptions were for property or services not authorized by the Agency (each, a “*Local Sales Tax Benefit Violation*”);
- b) the company, upon completion of the project, fails to reach and maintain at least 85 percent of its employment requirements for job creation and/or retention (“*Job Deficit*”);
- c) the total investment actually made with respect to the project at the project’s completion date is less than 85 percent of its investment requirement (“*Investment Deficit*”);
- d) the company fails to provide annually to the Agency certain information to confirm that the project is achieving the investment, job retention, job creation, and other objectives of the Project (“*Reporting Failure*”); or

- e) there otherwise occurs any event of default under any project document (each, an “Event of Default”) or a material violation of the terms and conditions of any project document (a “*Material Violation*”).

IV. ANNUAL ASSESSMENT

The Agency shall evaluate, annually as of December 31, or at any time information is brought to the Agency’s attention, whether a State Mandated Recapture Event, a Local Sales Tax Benefit Violation, Job Deficit, Investment Deficit, Reporting Failure Event of Default or Material Violation (each a “*Noncompliance Event*”) has occurred. Notwithstanding the foregoing, the Agency may determine whether an Event of Default has occurred pursuant to any project document in accordance with the terms of the project document.

At the time of any Noncompliance Event (other than a State Mandated Recapture Event), the Agency shall determine by resolution whether to exercise its right to suspend, discontinue, recapture or terminate all or any portion of the financial assistance provided to a project, and shall consider the following in making its determination:

- a) Whether the company has proceeded in good faith.
- b) Whether the project has not performed as required due to economic issues, changes in market conditions or adverse events beyond the control of the company.
- c) Whether the enforcement by the Agency of its right to suspend, discontinue, recapture or terminate all or any portion of financial assistance would create a more adverse situation for the company, such as the company going out of business or declaring bankruptcy, which would not occur if the Agency’s rights were not exercised.
- d) Whether the enforcement by the Agency of its right to suspend, discontinue, recapture or terminate all or any portion of financial assistance would create an adverse situation for the residents of the City of Syracuse.
- e) The assessment prepared in accordance with the Agency’s Annual Assessment Policy.
- f) Such other criteria as the Agency shall determine is a relevant factor in connection with any decision regarding the exercise of its right to suspend, discontinue, recapture or terminate all or any portion of financial assistance.

The Agency shall document its evaluation of the above criteria in writing and based upon its evaluation, the Agency shall determine whether to suspend, discontinue, recapture or terminate all or any portion of the financial assistance (the “*Determination*”). The Determination

shall provide terms, if any, by which a company may remedy any Noncompliance Event (other than a State Mandated Recapture Event) upon which the Determination was based. The company must submit written documentation to the Agency of compliance with all terms and conditions of the Determination in order for the Agency to consider whether to resume financial assistance to the company (which will be at the Agency's sole discretion).

The project agreement entered into between the Agency and the company (the "*Project Agreement*") shall include the terms and conditions of the foregoing provisions. The Agency shall also include in the Project Agreement a requirement that the company comply with the Agency's right to suspend, discontinue, recapture or terminate the financial assistance and that the company shall repay all or a portion of the financial assistance granted by the Agency to the company pursuant to any Determination.

Any such amount constituting local tax exemptions shall be redistributed to the appropriate affected tax jurisdictions, unless agreed to otherwise by any local taxing jurisdiction.

IV. RECAPTURE PERIOD

Except as otherwise provided by the General Municipal Law, the recapture period will be the longer of: (1) the term of the Lease Agreement; or (2) five years following the project's completion date. A project will remain "active" for purposes of Section 874(12) of General Municipal Law and the Agency's Annual Assessment Policy during the term of the Project Agreement.

Adopted: June 21, 2016

SCHEDULE "B"
to Sub-Agent Agreement

FORM ST-123



**IDA Agent or Project Operator
Exempt Purchase Certificate**

Effective for projects beginning on or after June 1, 2014

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

Note: To be completed by the purchaser and given to the seller. Do not use this form to purchase motor fuel or diesel motor fuel exempt from tax. See Form FT-123, *IDA Agent or Project Operator Exempt Purchase Certificate for Fuel*.

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

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

To the seller:

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

Project information

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

Name of IDA		
Name of project	IDA project number (see CSC number)	
Street address of project site		
City, town, or village	State	ZIP code
Enter the date that you were appointed agent or project operator (mm/dd/yyyy) _____ / ____ / ____	Enter the date that agent or project operator status ends (mm/dd/yyyy) _____ / ____ / ____	

Exempt purchases

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

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

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

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

Instructions

To the purchaser

You may use Form ST-123 if you:

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

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

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

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

IDAs are exempt from the payment of sales and use tax on their purchases, in accordance with Tax Law section 1118(a)(1). However, IDAs do not normally make direct purchases for projects. Commonly, IDAs instead appoint a business enterprise or developer, contractor, or subcontractor as its agent or project operator. Such purchases made by the agent or project operator, acting within the authority granted by the IDA, are deemed to be made by the IDA and therefore exempt from tax.

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

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

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

Exempt purchases

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

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

Misuse of this certificate

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

- A penalty equal to 100% of the tax due;
- A \$50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your Certificate of Authority if you are required to be registered as a vendor. See TSB-M-09(17)8, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the seller

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

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

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

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

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

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?



Visit our Web site at www.tax.ny.gov

- get information and manage your taxes online
- check for new online services and features



Sales Tax Information Center: (518) 485-2539

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



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

EXHIBIT "F"
RECAPTURE POLICY

City of Syracuse
Industrial Development Agency
201 East Washington Street, 7th Floor
Syracuse, NY 13202
Tel (315) 473-3275 Fax (315) 435-3669

RECAPTURE POLICY

I. STATEMENT OF PURPOSE

The City of Syracuse Industrial Development Agency (the “Agency”) has adopted this Recapture Policy (the “*Recapture Policy*”) in accordance with Sections 874(10) and 874(11) of the New York State General Municipal Law. This Recapture Policy shall be consistent with and in compliance with the provisions of Chapter 1030 of Laws of 1969 of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “*Enabling Act*”) and Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (said Chapter and the Enabling Act being hereinafter collectively referred to as the “*Act*”), and any other applicable law.

II. MANDATORY RECAPTURE OF THE NEW YORK STATE PORTION OF SALES AND USE TAX

The Agency shall recapture from project applicants New York State sales and use tax benefits, in accordance with the provisions of the General Municipal Law, from projects that utilized State sales and use tax exemptions:

- e) To which the project was not entitled;
- f) In excess of the amounts authorized by the Agency;
- g) For property or services not authorized by the Agency; and/or
- h) For a project that has failed to comply with a material term or condition to use the property or services in the manner required by any of the project documents between the company and the Agency.

The approving resolution(s) and project documents granting financial assistance in the form of State sales and use tax exemption benefits shall include the terms and conditions of the foregoing recapture provision. Within thirty (30) days of the recapture, the recapture amount shall be remitted to the New York State Department of Taxation and Finance. Such remittances shall include interest, at the legal rate, imposed by the Agency. The failure to pay over such amounts to the Agency shall be grounds for the New York State Tax Commissioner to assess and

determine State sales and use taxes due from the company under article twenty-eight of the New York State Tax Law, together with any relevant penalties and interest due on such amounts.

In order to determine if one of the foregoing events have occurred (a “*State Mandated Recapture Event*”) and to effectuate this recapture of New York State sales and use tax benefits the Agency shall:

- d) Keep records of the New York State and local sales tax exemptions provided to each project, with such records available to the New York State Tax Commissioner upon request.
- e) Report within thirty days of providing any financial assistance in the form of a sales and use tax exemption, the project, the estimated amount of the exemption and other information as may be required by the New York State Tax Commissioner (Form ST-60).
- f) The Agency shall file an annual report with the New York State Tax Commissioner detailing its terms and conditions and its activities in recapturing any unauthorized New York State sales and use tax exemptions.

III. SUSPENSION, DISCONTINUATION, RECAPTURE AND TERMINATION OF OTHER FORMS OF FINANCIAL ASSISTANCE

With respect to all other financial assistance provided to a project (other than the State portion of sales and use tax exemptions) the Agency shall have the right to suspend, discontinue, recapture or terminate financial assistance to any company for a project to the extent that:

- f) for projects that utilized local sales and use tax exemptions, the project was not entitled to such exemptions, such exemptions were in excess of the amounts authorized by the Agency, and/or such exemptions were for property or services not authorized by the Agency (each, a “*Local Sales Tax Benefit Violation*”);
- g) the company, upon completion of the project, fails to reach and maintain at least 85 percent of its employment requirements for job creation and/or retention (“*Job Deficit*”);
- h) the total investment actually made with respect to the project at the project’s completion date is less than 85 percent of its investment requirement (“*Investment Deficit*”);
- i) the company fails to provide annually to the Agency certain information to confirm that the project is achieving the investment, job retention, job creation, and other objectives of the Project (“*Reporting Failure*”); or

- j) there otherwise occurs any event of default under any project document (each, an “Event of Default”) or a material violation of the terms and conditions of any project document (a “*Material Violation*”).

IV. ANNUAL ASSESSMENT

The Agency shall evaluate, annually as of December 31, or at any time information is brought to the Agency’s attention, whether a State Mandated Recapture Event, a Local Sales Tax Benefit Violation, Job Deficit, Investment Deficit, Reporting Failure Event of Default or Material Violation (each a “*Noncompliance Event*”) has occurred. Notwithstanding the foregoing, the Agency may determine whether an Event of Default has occurred pursuant to any project document in accordance with the terms of the project document.

At the time of any Noncompliance Event (other than a State Mandated Recapture Event), the Agency shall determine by resolution whether to exercise its right to suspend, discontinue, recapture or terminate all or any portion of the financial assistance provided to a project, and shall consider the following in making its determination:

- g) Whether the company has proceeded in good faith.
- h) Whether the project has not performed as required due to economic issues, changes in market conditions or adverse events beyond the control of the company.
- i) Whether the enforcement by the Agency of its right to suspend, discontinue, recapture or terminate all or any portion of financial assistance would create a more adverse situation for the company, such as the company going out of business or declaring bankruptcy, which would not occur if the Agency’s rights were not exercised.
- j) Whether the enforcement by the Agency of its right to suspend, discontinue, recapture or terminate all or any portion of financial assistance would create an adverse situation for the residents of the City of Syracuse.
- k) The assessment prepared in accordance with the Agency’s Annual Assessment Policy.
- l) Such other criteria as the Agency shall determine is a relevant factor in connection with any decision regarding the exercise of its right to suspend, discontinue, recapture or terminate all or any portion of financial assistance.

The Agency shall document its evaluation of the above criteria in writing and based upon its evaluation, the Agency shall determine whether to suspend, discontinue, recapture or terminate all or any portion of the financial assistance (the “*Determination*”). The Determination shall provide terms, if any, by which a company may remedy any Noncompliance Event (other

than a State Mandated Recapture Event) upon which the Determination was based. The company must submit written documentation to the Agency of compliance with all terms and conditions of the Determination in order for the Agency to consider whether to resume financial assistance to the company (which will be at the Agency's sole discretion).

The project agreement entered into between the Agency and the company (the "*Project Agreement*") shall include the terms and conditions of the foregoing provisions. The Agency shall also include in the Project Agreement a requirement that the company comply with the Agency's right to suspend, discontinue, recapture or terminate the financial assistance and that the company shall repay all or a portion of the financial assistance granted by the Agency to the company pursuant to any Determination.

Any such amount constituting local tax exemptions shall be redistributed to the appropriate affected tax jurisdictions, unless agreed to otherwise by any local taxing jurisdiction.

IV. RECAPTURE PERIOD

Except as otherwise provided by the General Municipal Law, the recapture period will be the longer of: (1) the term of the Lease Agreement; or (2) five years following the project's completion date. A project will remain "active" for purposes of Section 874(12) of General Municipal Law and the Agency's Annual Assessment Policy during the term of the Project Agreement.

Adopted: June 21, 2016

6

Lisa Dell, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

Onondaga County Clerk Recording Cover Sheet

Received From :
CHICAGO -JOE

Return To :
LYNN DELIA
100 MADISON ST
STE 1905
SYRACUSE, NY 13202

First PARTY 1

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

First PARTY 2

ADDIS BUILDING LLC

Index Type : Land Records

Instr Number : 2018-00013869

Book : Page :

Type of Instrument : Memorandum Of Lease

Type of Transaction : Deed Misc

Recording Fee : \$70.50

Recording Pages : 5

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

Real Estate Transfer Tax

RETT # : 8970

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$70.50

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) : 03/28/2018

At (Recorded Time) : 11:08:57 AM



Doc ID - 0280775600005

Lisa Dell
Lisa Dell, County Clerk



**MEMORANDUM OF
AGENCY LEASE AGREEMENT**

NAME AND ADDRESS OF LESSOR: City of Syracuse Industrial Development Agency
201 East Washington Street, 7th Floor
Syracuse, New York 13202

NAME AND ADDRESS OF LESSEE: Addis Building, LLC
100 Madison Street, Suite 1905
Syracuse, New York 13202

DESCRIPTION OF LEASED PREMISES:

All that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, being more particularly described in **Exhibit "A"** annexed hereto, together with the improvements thereon.

DATE OF EXECUTION OF AGENCY LEASE AGREEMENT:


As of March 1, 2018

TERM OF AGENCY LEASE AGREEMENT:

The term of this Agency Lease shall commence on the date hereof and continue in full force and effect until the earlier of: (1) February 1, 2019; or (2) sixty days after the issuance of a certificate of occupancy by the City of Syracuse, New York, unless earlier terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 1st day of March, 2018.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 

Honora Spillane, Executive Director

ADDIS BUILDING, LLC

By: 

Timothy M. Lynn, Managing Member

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

On this 27th day of March, 2018, before me, the undersigned, personally appeared, **HONORA SPILLANE**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Lori L. McRobbie

Notary Public

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

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 20 22

On this 27th day of March, 2018, before me, the undersigned, personally appeared, **TIMOTHY M. LYNN**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Lori L. McRobbie

Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 20 22

EXHIBIT "A"

LEGAL DESCRIPTION

Addis Building

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, Tax Map ID 101.-08-05.0, in said City and being more particularly described as follows:

BEGINNING at a point in the easterly boundary of South Salina Street, said point being N. 0° 03' 30" E. a distance of 294.76 feet, measured along said easterly street boundary, from its intersection with the northwesterly boundary of East Onondaga Street; running thence N. 0° 03' 30" E. along said easterly street boundary, a distance of 56.87 feet to a point; thence S. 89° 48' 10" E. a distance of 133.90 feet to a point; thence S. 0° 03' 30" a distance of 56.87 feet to a point; thence N. 89° 48' 10" W. a distance of 133.90 feet to the point and place of beginning.

BEING part of Blocks 116 and 133 in said City.



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

Recording office time stamp

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 checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) City of Syracuse Industrial Development Agency Mailing address 201 East Washington Street, 7th Floor City State ZIP code Syracuse NY 13202 Single member's name if grantor is a single member LLC (see instructions)	Social security number Social security number Federal EIN 52-1380308 Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) Addis Building, LLC Mailing address 100 Madison Street, Suite 1905 City State ZIP code Syracuse NY 13202 Single member's name if grantee is a single member LLC (see instructions)	Social security number Social security number Federal EIN 81-2232891 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
101.-08-05.0	311500	449-53 South Salina Street	Syracuse	Onondaga

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input checked="" type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input type="checkbox"/> Other _____	Date of conveyance <table style="border: 1px solid black; text-align: center; width: 100%;"> <tr> <td style="width: 33%;">03</td> <td style="width: 33%;">01</td> <td style="width: 33%;">2018</td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table>	03	01	2018	month	day	year	Percentage of real property conveyed which is residential real property _____ 0 % (see instructions)
03	01	2018							
month	day	year							

Condition of conveyance (check all that apply)

a. <input type="checkbox"/> Conveyance of fee interest b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %) c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %) d. <input type="checkbox"/> Conveyance to cooperative housing corporation e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	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) g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G) h. <input type="checkbox"/> Conveyance of cooperative apartment(s) i. <input type="checkbox"/> Syndication j. <input type="checkbox"/> Conveyance of air rights or development rights k. <input type="checkbox"/> Contract assignment	l. <input type="checkbox"/> Option assignment or surrender m. <input type="checkbox"/> Leasehold assignment or surrender n. <input checked="" type="checkbox"/> Leasehold grant o. <input type="checkbox"/> Conveyance of an easement p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III) 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 type="checkbox"/> Other (describe) _____
--	--	---

For recording officer's use	Amount received Schedule B., Part I \$ _____ Schedule B., Part II \$ _____	Date received	Transaction number
-----------------------------	--	---------------	--------------------

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

Part I – Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		0 00
2.		0 00
3.		0 00
4.		0 00
5.		0 00
6.		0 00

Part II – 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 I, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part III – Explanation of exemption claimed on Part I, line 1 (check any 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, the state of New York, 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, section 1401(e) (attach documents supporting such claim) ...See Schedule "A"..... k

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. 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 12205-5045.

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

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

I (we) certify that: (check the appropriate box)

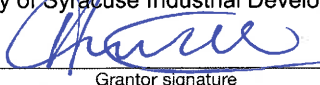

1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property 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.
 - 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).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 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.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 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.

 - 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 certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his 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 or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) 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 his/her 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.

<p>City of Syracuse Industrial Development Agency</p> <p></p> <p>_____ Grantor signature</p> <p>Honora Spillane</p>	<p>Executive Director</p> <p>_____ Title</p>	<p>Addis Building, LLC</p> <p></p> <p>_____ Grantee signature</p> <p>Timothy M. Lynn</p>	<p>Managing Member</p> <p>_____ Title</p>
Grantor signature	Title	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 checked 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 or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 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 II, and check the second box under Exemptions for nonresident transferor(s)/seller(s) and sign at bottom.

Part I - New York State residents

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

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 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, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (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, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please 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 page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (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, section 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 the state of New York, 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 a Memorandum of Lease between the Grantor and the Grantee. The sum of the term of the lease and any options for renewal do not exceed forty-nine (49) years, and therefore said lease is not a Conveyance within the meaning of Article 31 of the Tax Law.

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CERTIFICATION

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agency Lease Agreement by and between the parties dated as of March 1, 2018.

The undersigned, Timothy M. Lynn, Managing Member and authorized signatory of Addis Building, LLC (the "**Company**"), does hereby certify and confirm:

(1) that the Company has reviewed and understands the Agency's Local Access Policy (the "**Policy**") which states as follows:

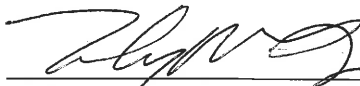
The Company understands and agrees that local labor, contractors and suppliers will be used for the construction, renovation and equipping of the Project unless a written waiver is first received in accordance with the terms of the Policy. Failure to comply may result in the revocation or recapture of benefits awarded to the Project by the Agency.

For purposes of this Policy, the term "local" shall mean: Cayuga, Cortland, Madison, Onondaga, Oneida and Oswego Counties.

(2) that the Company has complied, and will, for so long as the Agency has an interest in the Project, continue to comply with, the Agency's Local Labor Policy.

Dated: March 1, 2018

ADDIS BUILDING, LLC

By: 
Timothy M. Lynn, Managing Member

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CERTIFICATE OF LIABILITY INSURANCE

ADDIS-3

OP ID: KB

DATE (MM/DD/YYYY)

03/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER C. H. Insurance Brokerage Services Co., Inc. 100 S, Salina St., Suite 370 Syracuse, NY 13202 Tony D'Amato	CONTACT NAME: Tony D'Amato	
	PHONE (A/C, No, Ext): 315-234-7500	FAX (A/C, No): 315-234-7508
E-MAIL ADDRESS: tdamato@chinsurance.cc		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Leatherstocking Co-Op Ins Co		10380
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			10-2016-7522	06/09/2017	06/09/2018	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Property Section			10-2016-7522	06/09/2017	06/09/2018	Building 250,000 BPP 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is also listed as additional insured. Insurance is on a Primary and Non-Contributory basis.
 Property Location 449-53 S. Salina St, Syracuse NY

CERTIFICATE HOLDER

SYRACIN

Syracuse Industrial
 Development Agency
 201 East Washington St. 7th Fl
 Syracuse, NY 13202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph Conventer

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EXCESS LIABILITY DECLARATIONS

Starr Indemnity & Liability Company

Dallas, Texas

Administrative Office: 399 Park Avenue, 8th Floor, New York, NY 10022

POLICY NUMBER: 1000023580

RENEWAL OF: 1000022640

PRODUCER NAME: AmWINS Brokerage of New England

ADDRESS: 308 Farmington Avenue
Farmington, CT 06032

ITEM 1. NAMED INSURED: BBL Construction Services, LLC

ADDRESS: 302 Washington Avenue Ext. / PO Box 12789
Albany, NY 12212

ITEM 2: POLICY PERIOD: FROM: 04/01/2017 TO 04/01/2018

12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED SHOWN ABOVE.

ITEM 3. COVERAGE: COMMERCIAL EXCESS LIABILITY

ITEM 4. LIMITS OF INSURANCE:

The Limits of Insurance, subject to all the terms of this Policy, are:

- A. \$5,000,000 Each Occurrence
- B. \$5,000,000 Other Aggregate(s) Where Applicable
- C. \$5,000,000 Products-Completed Operations Aggregate

ITEM 5. "UNDERLYING INSURANCE"

A. First Underlying Insurance Policy(ies)

Insurer

See attached Schedule of Underlying Insurance

Policy No.

Policy Period

B. Additional Underlying Insurance Policy(ies)

Insurer

Policy No.

Policy Period

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

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ITEM 6. POLICY PREMIUM:

Advance Premium

Minimum Premium

Minimum Earned Premium

N/A

Estimated Exposure

Rate Per

Audit Period

N/A

N/A

N/A

ITEM 7. NOTICES

In the event of an accident, occurrence, wrongful act, claim or suit, that is reasonably likely to involve this Policy, send all pertinent facts to:

New claims can be reported to:

Email: 4869excessclaims@yorkrsq.com

Telephone: (866) 391-9675

Fax: 866-695-3651

Provide the following information when reporting a claim:

1. York Client Code: 4869
2. Policy Numbers

ITEM 8. ENDORSEMENTS ATTACHED:

Title

Form Number

Excess Liability Declarations

XS 101 D NYFTZ 10 0

Excess Liability Policy Schedule Of Underlying Insurance

XS 102 10 08

Excess Liability Policy Form

XS 100 10 08

New York Changes - Cancellation

XS 301 NY 10 08

New York Changes - Transfer of Duties When a Limit of Insurance is Used Up

XS 350 NY 10 08

New York Changes

XS 351 NY 10 08

Issuance Of Commercial Excess Liability Policy Prior To Receipt Of controlling Underlying Policy

XS 374 06 11

Exclusion Of Terrorism

XS 346 01 15

Waiver Of Transfer Of Rights Of Recovery Against Others To Us

XS 233 10 08

Other Insurance - Primary and Noncontributory for Additional Insured

XS 373 04 11

Starr Excess Casualty Program Claim Reporting Guidelines

XS CLAIMS NOTICE



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Excess Liability Policy Schedule of Underlying Insurance

Policy Number: 1000023580	Effective Date: 04/01/2017 at 12:01 A.M.
Named Insured: BBL Construction Services, LLC	Issuing Company: Starr Indemnity & Liability Company

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The Declarations, Schedule(s), and all terms and conditions complete this insurance Policy.

Type of Policy or Coverage and Insurer, Policy Number and Policy Period		Limits of Insurance	
A. First Underlying Insurance Policy(ies)			
Carrier:	The Travelers Indemnity Company		
Policy No.:	VTC2KCO-8211A339-17		
Coverage:	GENERAL LIABILITY	Limits:	
Policy Period:	04/01/2017 to 04/01/2018	\$2,000,000	Each Occurrence Limit
		\$4,000,000	General Aggregate Limit
		\$4,000,000	Products/Comp. Ops. Aggregate Limit
Carrier:	The Travelers Indemnity Company		
Policy No.:	VTKCAP-8211A340-17		
Coverage:	AUTO LIABILITY	Limits:	
Policy Period:	04/01/2017 to 04/01/2018	\$1,000,000	Combined Single Limit



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Carrier:	The Charter Oak Fire Insurance Company		
Policy No.:	VTOUB-8G718505-17		
Coverage:	EMPLOYERS LIABILITY	Limits:	
Policy Period:	04/01/2017 to 04/01/2018	\$1,000,000	Disease - Each Accident Limit
		\$1,000,000	Disease - Each Employee Limit
		\$1,000,000	Disease - Policy Limit

For Employees subject to the New York Workers' Compensation Law, the "First Underlying Insurance" Policy(ies) Limits of Insurance for Employers' Liability are amended to Unlimited and this Commercial Excess Liability Policy does not apply in excess of the Unlimited amount.

Carrier:	BrickStreet Mutual Insurance Company		
Policy No.:	WCB1005817		
Coverage:	EMPLOYERS LIABILITY	Limits:	
Policy Period:	07/01/2016 to 07/01/2017	\$500,000	Disease - Each Accident Limit
		\$500,000	Disease - Each Employee Limit
		\$500,000	Disease - Policy Limit

For Employees subject to the New York Workers' Compensation Law, the "First Underlying Insurance" Policy(ies) Limits of Insurance for Employers' Liability are amended to Unlimited and this Commercial Excess Liability Policy does not apply in excess of the Unlimited amount.

Carrier:	BrickStreet Mutual Insurance Company		
Policy No.:	WCB1005817		
		Limits:	



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Coverage:	EMPLOYERS LIABILITY	\$1,000,000	Disease - Each Accident Limit
Policy Period:	07/01/2017 to 07/01/2018	\$1,000,000	Disease - Each Employee Limit
		\$1,000,000	Disease - Policy Limit

For Employees subject to the New York Workers' Compensation Law, the "First Underlying Insurance" Policy(ies) Limits of Insurance for Employers' Liability are amended to Unlimited and this Commercial Excess Liability Policy does not apply in excess of the Unlimited amount.

Carrier: BrickStreet Insurance
 Policy No.: WCB1005817

Coverage:	EMPLOYERS LIABILITY	Limits:	\$1,000,000	Disease - Each Accident Limit
Policy Period:	07/01/2017 to 07/01/2018		\$1,000,000	Disease - Each Employee Limit
			\$1,000,000	Disease - Policy Limit

For Employees subject to the New York Workers' Compensation Law, the "First Underlying Insurance" Policy(ies) Limits of Insurance for Employers' Liability are amended to Unlimited and this Commercial Excess Liability Policy does not apply in excess of the Unlimited amount.

B. Additional Underlying Insurance Policy(ies)

Date of Issue: 04/19/2017

Authorized Representative:

Starr Indemnity & Liability Company

Dallas, Texas

Administrative Office: 399 Park Avenue, 8th Floor, New York, NY 10022

Excess Liability Policy

Named Insured: BBL Construction Services, LLC

Policy Number: 1000023580

Effective Date: 04/01/2017 at 12:01 A.M.

This Policy is a legal contract between the Named Insured and Starr Indemnity & Liability Company (herein referenced as "the Company"). The Company agrees to provide insurance to the Named Insured, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in this Policy.

This Policy and the coverage provided by it become effective at 12:01 A.M. at the address of the Named Insured on the Policy Effective Date shown above. It continues in effect in accordance with the provisions set forth in this Policy.

This Policy is governed by the laws of the state where it was delivered.


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Signed for the Company as of the Effective Date above:



Charles H. Dangelo, President



Nehemiah E. Ginsburg, General Counsel

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EXCESS LIABILITY POLICY FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words you and your refer to the Named Insured as shown in **ITEM 1.** of the Declarations. The words we, us and our refer to the Company shown in the Declaration providing this insurance.

The word Insured means the Named Insured and any person or organization qualifying as an Insured in the First Underlying Insurance Policy(ies), but only to the extent to which such person(s) or organization(s) qualify as an Insured in the First Underlying Insurance Policy(ies) at the inception date of this Policy. Newly acquired or formed organizations must comply with **SECTION IV. CONDITIONS, D. Changes** in order to qualify for coverage.

Words and phrases that appear in quotation marks have special meaning. Refer to **SECTION III. DEFINITIONS**, or to the specific section, of this Policy where such words appear.

SECTION I. COVERAGE

- A. We will pay on behalf of the Insured, the "Ultimate Net Loss" in excess of the "Underlying Insurance" as shown in **ITEM 5.** of the Declarations, that the Insured becomes legally obligated to pay for loss or damage to which this insurance applies and that takes place in the Coverage Territory. Except for the terms, definitions, conditions and exclusions of this Policy, the coverage provided by this Policy shall follow the terms, definitions, conditions and exclusions of the applicable First Underlying Insurance Policy(ies) shown in **ITEM 5.A.** of the Declarations.
- B. Regardless of any other warranties, terms, conditions, exclusions or limitations of this Policy, if any applicable Underlying Insurance Policy(ies) does not cover "Ultimate Net Loss" for reasons other than exhaustion of its limit of liability by payment of claims or suits, then this Policy will not cover such "Ultimate Net Loss".
- C. The amount we will pay for the "Ultimate Net Loss" is limited as described in **SECTION II. LIMITS OF INSURANCE.**

SECTION II. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay regardless of the number of:
 - 1. Insureds;
 - 2. Claims made or suits brought; or
 - 3. Persons or organizations making claims or bringing suits.
- B. The Limits of Insurance of this Policy will apply as follows:
 - 1. This Policy applies only in excess of the "Underlying Insurance" scheduled in **ITEM 5.** of the Declarations.
 - 2. If our Limits of Insurance stated in **ITEM 4.** of the Declarations are less than the total Limits of Insurance stated in **ITEM 4.** of the Declarations, then our Limits of Insurance shall be that proportion of the "Ultimate Net Loss" to which our Limits of Insurance apply to the total Limits of Insurance stated in **ITEM 4.** of the Declarations and apply only in excess of the total Limits of "Underlying Insurance" scheduled in **ITEM 5.** of the Declarations.

3. Subject to Paragraph **B.2.** above, the Each Occurrence limit stated in **ITEM 4.A.** of the Declarations is the most we will pay for the "Ultimate Net Loss" for loss or damages arising out of any one occurrence to which this insurance applies.
4. Subject to Paragraphs **B.2.** and **B.3.** above, the limit stated in **Item 4.C.** of the Declarations for the Products-Completed Operations Aggregate is the most we will pay for all "Ultimate Net Loss" under the products-completed operations hazard.
5. Subject to Paragraphs **B.2.** and **B.3.** above, the Other Aggregate Limit stated in **Item 4.B.** of the Declarations is the most we will pay for all "Ultimate Net Loss" except "Ultimate Net Loss" covered under the products-completed operations hazard, that is subject to an aggregate limit provided by the First Underlying Insurance Policy(ies). The Other Aggregate Limit stated in **ITEM 4.B.** applies separately and in the same manner as the aggregate limits provided by the First Underlying Insurance Policy(ies).
6. Subject to Paragraphs **B.2., B.3., B.4.** and **B.5.** above, if the total applicable Limits of Insurance of "Underlying Insurance" scheduled in **ITEM 5.** of the Declarations are:
 - a. Exhausted by payment of "Ultimate Net Loss" arising solely out of a claim first made, or occurrence(s) which first took place, during the Policy Period shown in the Declarations and would be covered under the provisions of this Policy, this insurance applies in excess of such exhausted limit(s); or
 - b. Reduced or exhausted by payment of "Ultimate Net Loss" arising out of a claim which was not first made during the Policy Period shown in the Declarations, or occurrence(s) which took place before or after the Policy Period shown in the Declarations or would not be covered under the provisions of this Policy, this insurance applies as if such payments had not been made.
7. The Limits of Insurance shown in **ITEM 4.** of the Declarations apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the preceding period for purposes of determining the Limits of Insurance.

SECTION III. DEFINITIONS

A. "Ultimate Net Loss"

"Ultimate Net Loss" means the total sum, after reduction for all recoveries including other valid and collectible insurance, excepting only the "Underlying Insurance" scheduled under **ITEM 5.** of the Declarations, actually paid or payable due to a claim or suit for which you or an Insured are liable either by a settlement to which we agreed or a final judgment.

The term "Ultimate Net Loss" shall also include defense costs when such defense costs are included within the limits of insurance of any applicable "Underlying Insurance".

B. "Underlying Insurance"

"Underlying Insurance" means the Policy(ies) and/or self-insured retention identified in **ITEM 5.** of the Declarations. "Underlying Insurance" shall include:

1. The First Underlying Insurance Policy(ies) scheduled in **ITEM 5.A.** of the Declarations;

2. Any Additional Underlying Insurance Policy(ies) scheduled in **ITEM 5.B.** of the Declarations;
and
3. Any renewal or replacement of such Policy(ies).

SECTION IV. CONDITIONS

A. Appeals

If the Insured or underlying insurer elects not to appeal a judgment or award in excess of the limits of the "Underlying Insurance," we may do so at our expense. We will not be liable for any judgment or award that exceeds the Limits of Insurance stated in **ITEM 4.** of the Declarations.

B. Bankruptcy or Insolvency

Your or an Insured's bankruptcy, insolvency or inability to pay will not relieve us from our obligations under this Policy.

In the event of bankruptcy, insolvency or refusal or inability to pay, of any underlying insurer or insurer providing other insurance, the insurance afforded by this Policy will not drop down or replace such "Underlying Insurance" or other insurance, but will apply as if all limits of any "Underlying Insurance" or other insurance are fully available and collectible.

C. Cancellation

1. You may cancel this Policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this Policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than thirty (30) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in **ITEM 1.** of the Declarations will be sufficient to prove notice.
3. The Policy Period will end on the day and hour stated in the cancellation notice.
4. If we cancel, earned premium will be calculated pro rata based on the time this Policy was in force.
5. If you cancel, earned premium will be more than a pro rata of the Advanced Premium as shown on **ITEM 6.** of the Declarations; it will be based on the time this Policy was in force and increased by the applicable short rate cancellation table and procedure.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, shall be sufficient tender of any refund due you.
7. The first Named Insured in **ITEM 1.** of the Declarations shall act on behalf of all other Insured(s) with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this Policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this Policy is changed by this statement to comply with that law.

D. Changes

You must promptly notify us of any newly acquired or formed organizations, or coverage or limit changes made after the inception date of this Policy to the First Underlying Insurance Policy(ies) as scheduled in **ITEM 5.A.** of the Declarations.

Coverage under this Policy will apply to newly acquired or formed organizations only if we endorse the organization as an Insured onto this Policy. Any newly acquired or formed organizations endorsed onto this Policy may be subject to an additional premium and to a premium audit.

E. Coverage Territory

Any claim or suit for loss or damage occurring within the Coverage Territory must be brought within the United States of America.

Coverage Territory shall be deemed to be anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

Payments under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

F. Defense

We have no duty to defend any claim or suit and will not be obligated to assume charge of the investigation, settlement or defense of any claim, suit or proceeding instituted against you or any Insured for loss or damages to which this insurance may apply. We will have the right and opportunity to participate or associate in the investigation, settlement or defense of any claim, suit or proceeding against you or an Insured for loss or damage to which this insurance may apply. If we exercise such right, which is at our sole discretion, we will do so at our own expense.

G. Maintenance of "Underlying Insurance"

You agree to maintain all "Underlying Insurance" in full force and effect during our Policy Period stated in **ITEM 2.** of the Declarations, except for the reduction of the aggregate limits of the "Underlying Insurance" due to payment of claim(s) or suit(s) for loss or damage to which this insurance may apply. If you fail to comply with this condition precedent, then the insurance provided by this Policy shall only apply as though such "Underlying Insurance" had been in full force and effect by you.

H. Notification of Accidents or Occurrences

1. You or an Insured must see to it that we are notified as soon as practicable of an accident, occurrence or wrongful act which is reasonably likely to result in a claim or suit to which this insurance may apply.

To the extent possible, notice will include:

- a. How, when and where the accident, occurrence or wrongful act took place;
- b. The names and addresses of any injured persons and witnesses;
- c. The nature and location of any loss, injury or damage arising out of the accident, occurrence or wrongful act.

2. If a claim is made or a suit is brought against an Insured that is reasonably likely to involve this Policy, you or an Insured must notify us in writing as soon as practicable.
3. You and an Insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of the claim or suit; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of loss or damage to which this insurance may also apply.
4. No Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

I. Other Insurance

If other insurance applies to "Ultimate Net Loss" that is also covered by this Policy, this Policy will apply excess of, and will not contribute to, the other insurance. Nothing herein will be construed to make this Policy subject to the terms, conditions and limitations of such other insurance. However, other insurance does not include:

1. "Underlying Insurance";
2. Insurance that is specifically written as excess over this Policy; or
3. Insurance held by a person(s) or organization(s) qualifying as an additional insured in "Underlying Insurance", but only when the written contract or agreement between you and the additional insured requires a specific limit of insurance that is in excess of the Underlying Limits of Insurance. However, the Limits of Insurance afforded the additional insured in this paragraph shall be the lesser of the following:
 - a. The minimum limits of insurance required in the contract or agreement between you and the additional insured; or
 - b. The Limits of Insurance shown in the Declarations of this Policy.

Other insurance includes any type of self-insurance or other mechanism by which an Insured arranges for the funding of legal liabilities.

J. Premium

The first Named Insured shown in **ITEM 1.** of the Declarations shall be responsible for payment of all premiums when due.

The Advanced Premium shown in **ITEM 6.** of the Declarations is a flat premium for this Policy Period, unless Estimated Exposure, Rate Per and Audit Period are completed on the Declarations. In that case a Premium Audit Endorsement will be attached to the Policy.

Earned Premium in a Policy Period shall be subject to the Minimum Premium and the Minimum Earned Premium as stated in the Declarations, if applicable.

K. Transfer of Rights of Recovery Against Others to Us

If the Insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring suit or transfer those rights to us and help us enforce them. Reimbursement of recovery(ies), minus expenses incurred by us in the process of recovery, will be first made to any interest (including the Insured) who has paid any amounts in excess of the limits of this Policy; then next to us; and then finally to all other interests (including the Insured and the underlying insurer) with respect to the remaining amounts, if any.

L. Unintentional Errors or Omissions

Your failure to disclose all hazards existing as of the inception date of this Policy shall not prejudice you with respect to the coverage afforded by this Policy provided such failure or any omission is not intentional.

M. When "Ultimate Net Loss" is Payable

Coverage under this Policy will not apply unless and until the Insured or the Insured's "Underlying Insurance" has paid or is obligated to pay the full amount of the limits of the "Underlying Insurance" scheduled in **ITEM 5.** of the Declarations. If other insurance applies, coverage under this Policy will not apply until the other insurance has paid or is obligated to pay the full amount of its limit of insurance.

When the "Ultimate Net Loss" is determined, we will pay on behalf of the Insured the amount of "Ultimate Net Loss" to which this insurance applies.

SECTION V. EXCLUSIONS

This insurance shall not apply to:

A. Asbestos

1. "Ultimate Net Loss" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;
2. Any obligation of the Insured to indemnify any party because of damages arising out of such "Ultimate Net Loss" as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
3. Any obligation to defend any suit or claim against the Insured seeking damages, if such suit or claim arises from "Ultimate Net Loss" as a result of the manufacture of, mining of, use of, sales of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

B. Auto Coverages

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"Ultimate Net Loss" arising out of or resulting from any first party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

C. Nuclear

"Ultimate Net Loss":

1.
 - a. With respect to which the Insured is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability-Property Insurance Assoc., Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the "hazardous properties" of "Nuclear Material" and with respect to which (1) any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this Policy not been available would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
2. "Ultimate Net Loss" resulting from the hazardous properties of "Nuclear Material", if:
 - a. The "Nuclear Material" (1) is at any "nuclear facility" owned by the Insured or operated by the Insured or on the Insured's behalf, or (2) has been discharged or dispensed therefrom;
 - b. The "Nuclear Material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by the Insured or on the Insured's behalf; or
 - c. The "Ultimate Net Loss" arises out of the furnishing by the Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "Nuclear Facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to property damage to such "Nuclear Facility" and any property thereat.
3. As used in this exclusion:
 - a. "Hazardous Properties" includes radioactive, toxic or explosive properties;
 - b. "Nuclear Material" means "Source Material", "Special Nuclear Material" or "By-Product Material;"
 - c. "Source Material", "Special Nuclear Material" and "By-product Material" have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof;
 - d. "Spent Fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - e. "Waste" means any waste material (1) containing "By-Product Material" and (2) resulting from the operation by any person or organization of a "Nuclear Facility" included within the definition of "Nuclear Facility" below;
 - f. "Nuclear Facility" means:
 - (1) Any nuclear reactor;

- (2) Any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing "Spent Fuel", or (iii) handling, processing or packaging wastes;
 - (3) Any equipment or device used for the processing, fabricating, or alloying of "Special Nuclear Material" if at any time the total amount of such material in the Insured's custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (4) Any structure, basin, excavation, premises or place prepared or used for storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- g. "Nuclear Reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- h. "Ultimate Net Loss" includes all forms of radioactive contamination of property.

D. Pollution

1. "Ultimate Net Loss" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
2. Loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

This exclusion does not apply if valid "Underlying Insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of the applicable limits of the Underlying Insurance. Coverage provided under this Policy will follow the terms, definitions, conditions, exclusions and limitations of the First Underlying Insurance Policy(ies).

E. Workers Compensation and Similar Laws

"Ultimate Net Loss" for any obligation of the Insured under any worker's compensation, disability benefits or unemployment compensation law or any similar law.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

New York Changes – Cancellation

Policy Number: 1000023580

Effective Date: 04/01/2017 at 12:01 A.M.

Named Insured: BBL Construction Services, LLC

With respect to coverage provided by this endorsement, the provisions of the Policy apply unless modified by the endorsement.

- I. If you are an individual and a covered auto you own is predominantly used for non-business purposes, **SECTION IV. CONDITIONS**, condition **C. Cancellation** is replaced by the following:

ENDING THIS POLICY

A. Cancellation

1. You may cancel the entire Policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
2. When this Policy is in effect less than 60 days and is not a renewal or continuation Policy, we may cancel the entire Policy for any reason provided we mail you notice within this period. If we cancel for nonpayment of premium, we will:
 - a. Mail you at least 15 days notice; and
 - b. Inform you of the amount due.

Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation. If we cancel for any other reason, we will mail you at least 20 days notice.

3. When this Policy is in effect 60 days or more or is a renewal or continuation Policy, we may cancel it or any insurance deemed severable only for one or more of the following reasons:

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CLASS 1



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

- a. Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform you of the amount due. If we cancel for this reason we will mail you at least 15 days notice. Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation.
- b. Your driver's license or that of a driver who lives with you or customarily uses the covered auto has been suspended or revoked during the policy period, other than a suspension issued pursuant to subdivision (1) of section 510(b) of the Vehicle and Traffic Law, or one or more administrative suspensions arising out of the same incident which has or have been terminated prior to the effective date of cancellation. If we cancel for this reason we will mail you at least 20 days notice.
- c. We replace this Policy with another one providing similar coverages and the same limits for a covered auto of the private passenger type. The replacement Policy will take effect when this Policy is cancelled, and will end a year after this Policy begins or on this Policy's expiration date, whichever is earlier.
- d. This Policy has been written for a period of more than one year or without a fixed expiration date. We may cancel for this reason, subject to New York Laws, only at an anniversary of its original effective date. If we cancel for this reason we will mail you at least 45 but not more than 60 days notice.
- e. This Policy was obtained through fraud or material misrepresentation. If we cancel for this reason, we will mail you at least 20 days notice.
- f. Any Insured made a fraudulent claim. If we cancel for this reason, we will mail you at least 20 days notice.

If one of the reasons listed in this paragraph 3. exists, we may cancel the entire Policy.

4. Instead of cancellation, we may condition continuation of this Policy on a reduction of Liability Coverage or elimination of any other coverage. If we do this we will mail you notice at least 20 days before the date of the change.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this Policy is cancelled, we will send you any premium refund due. The refund will be pro rata.

However, when the premium is advanced under a premium finance agreement, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. Nonrenewal

1. If this Policy is written for a period of less than one year and we decide, subject to New York Laws, not to renew or continue it, or to condition renewal or continuation on a reduction of Liability Coverage



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or elimination of any other coverage, we will mail or deliver to you written notice at least 45 but not more than 60 days before the end of the policy period.

2. We will have the right not to renew or continue a particular coverage, subject to New York Laws, only at the end of each 12 month period following the effective date of the first of the successive policy periods in which the coverage was provided.
3. We do not have to mail notice of non-renewal if you, your agent or broker or another insurance company informs us in writing that you have replaced this policy or that you no longer want it.

C. Mailing Of Notices

We will mail or deliver our notice of cancellation, reduction of limits, elimination of coverage or nonrenewal to the address shown on the Policy. However, we may deliver any notice instead of mailing it. If notice is mailed, a United States Postal Service certificate of mailing will be sufficient proof of notice.

- II. For all Policies other than those specified in Section I. of this endorsement, **SECTION IV. CONDITIONS**, condition **C. Cancellation** is completely replaced by the following:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this entire Policy by mailing or delivering to us advance written notice of cancellation.
2. Cancellation Of Policies In Effect

a. 60 Days Or Less

We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 30 days before the effective date of cancellation if we cancel for any reason not included in paragraph **A.2.a.(2)** below.
- (2) 15 days before the effective date of cancellation if we cancel for any of the following reasons:
 - (a) Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform you of the amount due;
 - (b) Conviction of a crime arising out of acts increasing the hazard insured against;
 - (c) Discovery of fraud or material misrepresentation in the obtaining of the Policy or in the presentation of a claim;
 - (d) After issuance of the Policy or after the last renewal date, discovery of an act or omission, or a violation of any Policy condition, that substantially and materially increases



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the hazard insured against, and that occurred subsequent to inception of the current policy period;

- (e) Cancellation is required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;
- (f) A determination by the Superintendent that the continuation of the Policy would violate, or would place us in violation of, any provision of the Insurance Code; or
- (g) Suspension or revocation during the required policy period of the driver's license of any person who continues to operate a covered auto, other than a suspension issued pursuant to subdivision (1) of section 510(b) of the Vehicle and Traffic Law or one or more administrative suspensions arising from the same incident which has or have been terminated prior to the effective date of cancellation.
- (h) Cancellation of one or more of the underlying policies providing primary or intermediate coverage where:
 - (1) Such cancellation is based upon paragraphs (a) through (g) of this subsection; and
 - (2) Such policies are not replaced without lapse.

b. For More Than 60 Days

If this Policy has been in effect for more than 60 days, or if this Policy is a renewal or continuation of a Policy we issued, we may cancel only for any of the reasons listed in Paragraph **A.2.a.(2)** above, provided:

- (1) We mail the first Named Insured written notice at least 15 days before the effective date of cancellation; and
 - (2) If we cancel for nonpayment of premium, our notice of cancellation informs the first Named Insured of the amount due.
- 3. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the Policy and to the authorized agent or broker.
 - 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 - 5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned



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premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Regardless of the number of days this Policy has been in effect, if:
 - a. This Policy covers autos subject to the provisions of Section 370 (a) and (b) of the New York Vehicles and Traffic Laws; and
 - b. The Commissioner of the Department of Motor Vehicles deems this Policy to be insufficient for any reason;

we may cancel this Policy by giving you notice of such insufficiency 45 days before the effective date of cancellation to permit you to replace this Policy.

8. The effective date of cancellation stated in the notice shall become the end of the policy period.
9. Notice will include the reason for cancellation. We will mail or deliver our notice to the first Named Insured at the address shown in the Policy and to the authorized agent or broker. However, we may deliver any notice instead of mailing it. Proof of mailing will be sufficient proof of notice.

B. The following conditions are added to SECTION IV. CONDITIONS:

1. Nonrenewal

If we decide not to renew this Policy we will send notice as provided in Paragraph **B.3.** below.

2. Conditional Renewal

If we conditionally renew this Policy subject to a:

- a. Change of limits;
- b. Change in type of coverage;
- c. Reduction of coverage;
- d. Increased deductible;
- e. Addition of exclusion; or
- f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;



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we will send notice as provided in Paragraph **B.3.** below.

We may conditionally renew this Policy subject to the requirements stipulated by condition **G. Maintenance Of "Underlying Insurance"** of **SECTION IV. CONDITIONS**. Failure to comply with the aforementioned condition as of the expiration date of the Policy, or sixty days after mailing or delivering the notice of conditional renewal, the conditional renewal shall be deemed to be an effective notice of nonrenewal.

3. Notices Of Nonrenewal And Conditional Renewal

- a. If we decide not to renew this Policy or to conditionally renew this Policy as provided in paragraphs **B.1.** and **B.2.** above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 30 but not more than 120 days before:
 - (1) The expiration date; or
 - (2) The anniversary date if this is a continuous Policy.
- b. Notice will be mailed or delivered to the first Named Insured at the address shown in the Policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.
- c. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.
- d. If we violate any of the provisions of paragraph **B.3.a., b.** or **c.** above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:
 - (1) Coverage will remain in effect at the same terms and conditions of this Policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60 day period, has replaced the coverage or elects to cancel.
 - (2) On or after the expiration date of this Policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.
- e. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:
 - (1) Upon expiration of the 60 day period; or
 - (2) Notwithstanding the provisions in paragraphs **d.(1)** and **d.(2)**, as of the renewal date of the Policy if we send the first Named Insured the conditional renewal notice at least 30 days prior to the expiration or anniversary date of the Policy.



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- f. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the Policy has been replaced or is no longer desired.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:



Charles H. Dangelo, President



Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

New York Changes – Transfer of Duties When a Limit of Insurance is Used Up

Policy Number: 1000023580

Effective Date: 04/01/2017 at 12:01 A.M.

Named Insured: BBL Construction Services, LLC

The following condition is added to **SECTION IV. CONDITIONS:**

Transfer of Duties When a Limit of Insurance is Used Up

a. If we conclude that, based on accidents, occurrences, offenses, wrongful acts, claims or suits which have been reported to us and to which this insurance may apply, the:

- (1) Products-Completed Operations Aggregate;
- (2) Other Aggregate Limit; or
- (3) Each Occurrence Limit;

is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.

b. When a limit of insurance described in paragraph a. above has actually been used up in the payment of judgments or settlements:

(1) We will notify the first Named Insured, in writing, as soon as practicable, that:

- (a) Such a limit has actually been used up; and
- (b) Our duty to defend claims or suits seeking damages subject to that limit has also ended.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

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- (2) If we have a duty to defend we will initiate, and cooperate in, the transfer of control, to any appropriate Insured, of all claims and suits seeking damages which are subject to that limit and which are reported to us before that limit is used up. That Insured must cooperate in the transfer of control of said claims and suits.

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such claims or suits until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or suit seeking damages that would have been subject to that limit, had it not been used up, if the claim or suit is reported to us after that limit of insurance has been used up.

- (3) The first Named Insured, and any other Insured involved in a claim or suit seeking damages subject to that limit, must arrange for the defense of such claim or suit within such time period as agreed to between the appropriate Insured and us. Absent any such agreement, arrangements for the defense of such claim or suit must be made as soon as practicable.
- c. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph **b.(2)** above.

The duty of the first Named Insured to reimburse us will begin on:

- (1) The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph **a.** above; or
- (2) The date on which we sent notice in accordance with paragraph **b.(1)** above, if we did not send notice in accordance with paragraph **a.** above.
- d. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this condition.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:



Charles H. Dangelo, President



Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

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New York Changes

Policy Number: 1000023580

Effective Date: 04/01/2017 at 12:01 A.M.

Named Insured: BBL Construction Services, LLC

A. SECTION IV. CONDITIONS, condition G. Maintenance of "Underlying Insurance" is deleted and replaced by the following:

G. Maintenance of "Underlying Insurance"

The "Underlying Insurance" listed in the schedule of "Underlying Insurance" in the declarations shall remain in full effect throughout the policy period of this Policy except for the exhaustion of the aggregate limit.

Failure to maintain "Underlying Insurance" will not invalidate this insurance. However, this insurance will apply as if the "Underlying Insurance" were in full effect.

You must notify us as soon as practicable when any "Underlying Insurance" is no longer in effect.

B. SECTION IV. CONDITIONS, condition H. Notification of Accidents or Occurrences is amended to include the following:

Notice given by or on behalf of the Insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the Insured, shall be considered to be notice to us.

C. SECTION IV. CONDITIONS, condition J. Premium is amended to include the following:

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

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If a Premium Audit Endorsement is attached to this Policy, the premium shown in this Policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the Policy. But the audit may be waived if the total annual premium attributable to the auditable exposure base is not reasonably expected to exceed \$1,500. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

D. The following condition is added to **SECTION IV. CONDITIONS**:

Representations or Fraud

We do not provide coverage for any Insured who has made fraudulent statements or engaged in fraudulent conduct in connection with any loss or damage for which coverage is sought under this Policy.


However, with respect to liability arising out of the ownership, maintenance, or use of covered autos, we will provide coverage to such Insured for damages sustained by any person who has not made fraudulent statements or engaged in fraudulent conduct if such damages are otherwise covered under the Policy.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:



Charles H. Dangelo, President



Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ISSUANCE OF COMMERCIAL EXCESS LIABILITY POLICY PRIOR TO RECEIPT OF CONTROLLING UNDERLYING POLICY

Policy Number: 1000023580

Effective Date: 04/01/2017 at 12:01 A.M.

Insured Name: BBL Construction Services, LLC

EXCESS LIABILITY POLICY

It is agreed that the following is added to Section I., Coverage, Paragraph A.:

This Policy has been issued on the basis that, except where inconsistent with or supplementary to the Controlling Underlying Policy(ies), it is following all terms and conditions of the Controlling Underlying Policy(ies), which policy should reflect bound coverage in accordance with the warranties, terms, conditions, exclusions and limitations as contained in the binder for the Controlling Underlying Policy(ies), dated 04/01/17

Following the issuance of the Controlling Underlying Policy(ies), a copy of such policy shall be forwarded to the Insurer for review and agreement by the Insurer. If, upon review, we conclude that there are any differences in coverage between the binder and the Controlling Underlying Policy(ies), such differences will not be binding upon us unless (1) the Insurer agrees in writing, and (2) the Insured agrees to any additional premium and/or amendment to the provisions of the Policy(ies) required by the Insurer related to such differences in coverage.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

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Starr Indemnity & Liability Company

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Signed for the Company as of the Effective Date above:



Charles H. Dangelo, President



Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

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Exclusion of Terrorism

Policy Number: 1000023580

Effective Date: 04/01/2017 at 12:01 A.M.

Named Insured: BBL Construction Services, LLC

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

A. The following definitions are added to SECTION III. DEFINITIONS:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

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2. "Any loss or damage" means any loss or damage covered under any Coverage Part or "Underlying Insurance" to which this endorsement is applicable, and includes but is not limited to bodily injury, property damage, personal and advertising injury, injury or environmental damage as may be defined in any applicable Coverage Part or "Underlying Insurance".

B. The following exclusion is added to SECTION V. EXCLUSIONS:

Terrorism

This policy shall not apply to "any loss or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any loss or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such loss or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.



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Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** or **B.6.** above are exceeded.

With respect to this exclusion, Paragraphs **B.5.** and **B.6.** above describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Policy.


The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for "any loss or damage" that is otherwise excluded under this Policy.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:



Charles H. Dangelo, President



Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Waiver of Transfer of Rights of Recovery Against Others to Us

Policy Number: 1000023580

Effective Date: 04/01/2017 at 12:01 A.M.

Named Insured: BBL Construction Services, LLC

SCHEDULE

Name Of Person Or Organization:

All as required by written contract.

SECTION IV. CONDITIONS, condition **K. Transfer of Rights of Recovery Against Others to Us** is amended to include the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule of this endorsement because of payments we make for injury or damage arising out of your ongoing operations or your work done under a contract with that person or organization and included in the products-completed operations hazard. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions of this Policy remain unchanged.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

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Starr Indemnity & Liability Company

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Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Other Insurance – Primary and Noncontributory for Additional Insured

Policy Number: 1000023580

Effective Date: 04/01/2017 at 12:01 A.M.

Named Insured: BBL Construction Services, LLC

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY FORM

- A. Sub-paragraph 3. of item I. Other Insurance under SECTION IV. CONDITIONS is replaced with the following:
3. Insurance held by a person(s) or organizations(s) qualifying as an additional insured in "Underlying Insurance", but only when the written contract or agreement between you and the additional insured:
- a. Requires a specific limit of insurance than is in excess of the Underlying Limits of Insurance;
 - b. Requires that your insurance be primary and not contribute with that of the additional insured; and
 - c. Executed prior to the loss.

In such case as described in sub-paragraph 3. above, we shall not seek contribution from the additional insured's primary or excess insurance for which they are a named insured for amounts payable under this insurance.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

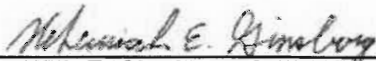
NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

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Signed for the Company as of the Effective Date above:



Charles H. Dangelo, President



Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Starr Indemnity Excess Starr Companies Program Claim Reporting Guidelines

Send all Excess Casualty Loss Notices to:

**York Risk Services Group, Inc.
Attn OSC**

**P.O. Box 183188
Columbus, OH 43218-3188**

Claims E-mail: 4869excessclaims@yorkrsg.com

Claims Fax: (866) 695-3651

Our preferred method of reporting is by email but Loss Notices may be submitted via certified mail or faxed. If immediate attention is needed, e-mailing or faxing the Loss Notice and/or Claim or Litigation information is strongly recommended. If you have a claim related question and need to contact York by telephone, please do so at (866) 391-9675.

Consult Your Policy For Loss Reporting Requirements

Your policy states when to report a loss and details the information to be submitted with a First Notice of Loss. This is often found in the General Conditions section, although it may be changed by an endorsement. Additionally, the following information/documentation will always be helpful in assisting us with our evaluation.

- Citing Starr Indemnity's policy, or claim number, in all correspondence.
- Providing a copy of any suit, demand for arbitration or mediation, a governmental agency notice, claim letter or any similar notice.
- Sending a copy of any internal reports related to the loss.
- Forwarding copies of status reports prepared by your defense counsel and/or your claim handler, if the case has been pending for a period of time.

Starr Indemnity will always acknowledge each First Notice of Loss, initiate contact to open lines of communication, and will request any additional information that may be needed. Our formal claims acknowledgment will identify Starr Indemnity's person responsible for handling your reported Claim, and their specific contact information.

If you have questions or would like to discuss a specific loss with one of our Claims Team members, please feel free to contact us. Thank you.

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ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT

THIS ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT (the "*Agreement*") is made as of the 1st day of March, 2018, between **ADDIS BUILDING, LLC** (the "*Indemnitor*" or the "*Company*"), for the benefit of the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY** (the "*Agency*").

RECITALS

WHEREAS, the Agency has undertaken at the request of the Indemnitor, a project (the "*Project*") consisting of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the "*Building*") located at 449-53 South Salina Street, in the City of Syracuse, New York, as more fully described on Schedule A attached hereto (the "*Land*"); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, all located on the Land (collectively, the "*Facility*"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "*Equipment*" and together with the Land and the Facility, the "*Project Facility*"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "*Financial Assistance*"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

NOW, THEREFORE, in consideration of the premises, Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Indemnitor, intending to be legally bound, hereby agrees as follows:

1. **Recitals; Definitions.**

(a) The foregoing recitals are incorporated into this Agreement by this reference.

(b) Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Table of Definitions attached to the Agency Lease as Exhibit "C."

2. **Representations and Warranties.**

(a) Except as disclosed in Schedule B annexed hereto, Indemnitor represents and warrants that it has no knowledge of any deposit, storage, disposal, burial, discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum or chemical liquids or solids,

liquid or gaseous products or any hazardous wastes or hazardous substances (collectively, "**Hazardous Substances**"), as those terms are used in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 or in any other federal, state or local law governing hazardous substances, as such laws may be amended from time to time (collectively, the "**Hazardous Waste Laws**"), at, upon, under or within the Project Facility or any contiguous real estate, and (ii) it has not caused or permitted to occur, and shall not permit to exist, any condition which may cause a discharge of any Hazardous Substances at, upon, under or within the Project Facility or on any contiguous real estate.

(b) Except as disclosed in the reports listed on Schedule B annexed hereto, Indemnitor further represents and warrants that (i) it has not been nor will be involved in operations at or near the Project Facility which operations could lead to (A) the imposition of liability on Indemnitor or on any subsequent or former owner of the Project Facility or (B) the creation of a lien on the Project Facility under the Hazardous Waste Laws or under any similar laws or regulations; and (ii) it has not permitted, and will not permit, any tenant or occupant of the Project Facility to engage in any activity that could impose liability under the Hazardous Waste Laws on such tenant or occupant, on Agency, the Indemnitor or on any other owner of any of the Project Facility.

3. Covenants.

(a) Indemnitor shall comply strictly and in all respects with the requirements of the Hazardous Waste Laws and related regulations and with all similar laws and regulations and shall notify Agency immediately in the event of any discharge or discovery of any Hazardous Substance at, upon, under or within the Project Facility which is not otherwise already disclosed in Schedule B. Indemnitor shall promptly forward to Agency copies of all orders, notices, permits, applications or other communications and reports in connection with any discharge or the presence of any Hazardous Substance or any other matters relating to the Hazardous Waste Laws or any similar laws or regulations, as they may affect the Project Facility.

(b) Promptly upon the written request of Agency, Indemnitor shall provide Agency, at Indemnitor's expense, with an environmental site assessment or environmental audit report prepared by an environmental engineering firm acceptable to the requesting Person, to assess with a reasonable degree of certainty the presence or absence of any Hazardous Substances and the potential costs in connection with abatement, cleanup or removal of any Hazardous Substances found on, under, at or within the Project Facility.

4. Indemnity.

(a) Indemnitor shall at all times indemnify and hold harmless Agency against and from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges, and expenses, of any nature whatsoever suffered or incurred by Agency, whether as contract vendor, owner, mortgagee, as mortgagee in possession, or as successor-in-interest to Indemnitor by foreclosure deed or deed in lieu of foreclosure, under or on account of the

Hazardous Waste Laws or any similar laws or regulations, including the assertion of any lien thereunder, with respect to:

(1) any discharge of Hazardous Substances, the threat of a discharge of any Hazardous Substances, or the presence of any Hazardous Substances affecting the Project Facility whether or not the same originates or emanates from the Project Facility or any contiguous real estate including any loss of value of the Project Facility as a result of any of the foregoing;

(2) any costs of removal or remedial action incurred by the United States Government or any costs incurred by any other person or damages from injury to, destruction of, or loss of natural resources, including reasonable costs of assessing such injury, destruction or loss incurred pursuant to any Hazardous Waste Laws;

(3) liability for personal injury or property damage arising under any statutory or common law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance or for the carrying on of an abnormally dangerous activity at or near the Project Facility; and/or

(4) any other environmental matter affecting the Project Facility within the jurisdiction of the Environmental Protection Agency, any other federal agency, or any state or local agency.

The obligations of Indemnitor under this Agreement shall arise whether or not the Environmental Protection Agency, any other federal agency or any state or local agency has taken or threatened any action in connection with the presence of any Hazardous Substances.

(b) In the event of any discharge of Hazardous Substances, the threat of a discharge of any Hazardous Substances, or the presence of any Hazardous Substances affecting the Project Facility, whether or not the same originates or emanates from the Project Facility or any contiguous real estate, and/or if Indemnitor shall fail to comply with any of the requirements of the Hazardous Waste Laws or related regulations or any other environmental law or regulation, Agency may at its election, but without the obligation so to do, give such notices and/or cause such work to be performed at the Project Facility and/or take any and all other actions as Agency shall deem necessary or advisable in order to abate the discharge of any Hazardous Substance, remove the Hazardous Substance or cure the noncompliance of Indemnitor.

(c) Indemnitor acknowledges that Agency has relied upon the representations, warranties, covenants and indemnities of Indemnitor in this Agreement. All of the representations, warranties, covenants and indemnities of this Agreement shall survive the repayment of Indemnitor's obligations under the Agency Lease or other Company Documents.

5. **Attorney's Fees.** If Agency retains the services of any attorney in connection with the subject of the indemnity herein, Indemnitor shall pay Agency's costs and reasonable attorneys' fees thereby incurred. Agency may employ an attorney of its own choice.

6. **Interest.** In the event that Agency incurs any obligations, costs or expenses under this Agreement, Indemnitor shall pay such Person immediately on demand, and if such payment is not received within ten (10) days, interest on such amount shall, after the expiration of the ten-day period, accrue at the interest rate set forth in the Agency Lease until such amount, plus interest, is paid in full.

7. **No Waiver.** Notwithstanding any terms of the Company Documents to the contrary, the liability of Indemnitor under this Agreement shall in no way be limited or impaired by: (i) any extensions of time for performance required by any of the Company Documents; (ii) any sale, assignment or foreclosure of the Agency Lease or any sale or transfer of all or part of the Project Facility; (iii) the accuracy or inaccuracy of the representations and warranties made by Indemnitor under any of the Company Documents; or (iv) the release of Indemnitor or any other person from performance or observance of any of the agreements, covenants, terms or conditions contained in the Company Documents by operation of law, Agency's voluntary act, or otherwise; and, in any such case, whether with or without notice to Indemnitor and with or without consideration.

8. **Waiver by Indemnitor.** Indemnitor waives any right or claim of right to cause a marshalling of Indemnitor's assets or to cause Agency to proceed against any of the security for the Agency Lease before proceeding under this Agreement against Indemnitor or to proceed against Indemnitor in any particular order; Indemnitor agrees that any payments required to be made hereunder shall become due on demand; Indemnitor expressly waives and relinquishes all rights and remedies (including any rights of subrogation) accorded by applicable law to indemnitors or guarantors.

9. **Releases.** Any one or more of Indemnitor and any other party liable upon or in respect of this Agreement or the Agency Lease may be released without affecting the liability of any party not so released.

10. **Amendments.** No provision of this Agreement may be changed, waived, discharged or terminated orally, by telephone or by any other means except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

11. **Joint and Several Liability.** In the event that this Agreement is executed by more than one party as Indemnitor, the liability of such parties is joint and several. A separate action or actions may be brought and prosecuted against each Indemnitor, whether or not an action is brought against any other person or whether or not any other person is joined in such action or actions.

12. **Consent to Jurisdiction.** Indemnitor consents to the exercise of personal jurisdiction over Indemnitor by any federal or state court in the State of New York and consent to the laying of venue in any jurisdiction or locality in the City of Syracuse. Service shall be effected by any means permitted by the court in which any action is filed.

13. **Notices.** All notices, certificates, and other communications hereunder shall be in writing, shall be sufficiently given, and shall be deemed given when (a) sent to the

applicable address stated below by registered or certified mail, return receipt requested, and actually received by the intended recipient or by overnight courier or such other means as shall provide the sender with documentary evidence of such delivery, or (b) delivery is refused by the addressee as evidenced by the affidavit of the Person who attempted to effect such delivery. The addresses to which notices, certificates, and other communications hereunder shall be delivered are as follows:

(a) If to the Agency, to:

City of Syracuse Industrial Development Agency
333 West Washington Street, Suite 130
Syracuse, New York 13202
Attention: Chairman

With a copy to:

City of Syracuse
233 East Washington Street
Syracuse, New York 13202
Attn: Corporation Counsel

and

Barclay Damon LLP
Barclay Damon Tower
125 East Jefferson Street
Syracuse, New York 13202
Attn: Susan R. Katzoff, Esq.

(b) To the Company:

Addis Building, LLC
100 Madison Street, Suite 1905
Syracuse, New York 13202
Attn: Timothy Lynn, Esq.

With a copy to:

Centolella, Lynn, D'Elia & Temes, LLC
100 Madison Street, Suite 1905
Syracuse, New York 13202
Attn: Anthony J. D'Elia, Esq.

The Agency and the Company, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, and other communications shall be sent.

14. **Waivers.** The parties waive trial by jury in any action brought on, under or by virtue of this Agreement. Indemnitor waives any right to require Agency at any time to pursue any remedy in such Person's power whatsoever. The failure of Agency to insist upon strict compliance with any of the terms hereof shall not be considered to be a waiver of any such terms, nor shall it prevent Agency from insisting upon strict compliance with this Agreement or any other Company Document at any time thereafter.

15. **Severability.** If any clause or provisions herein contained operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision shall be held for naught as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

16. **Inconsistencies Among the Company Documents.** Nothing contained herein is intended to modify in any way the obligations of Indemnitor under the Agency Lease or any other Company Document. Any inconsistencies among the Company Documents shall be construed, interpreted and resolved so as to benefit Agency.

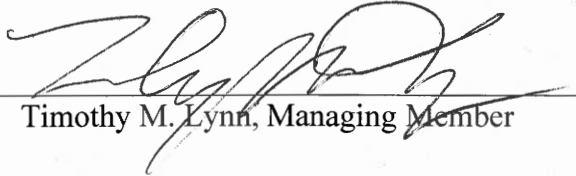
17. **Successors and Assigns.** This Agreement shall be binding upon Indemnitor's successors, assigns, heirs, personal representatives and estate and shall inure to the benefit of Agency and its successors and assigns.

18. **Controlling Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

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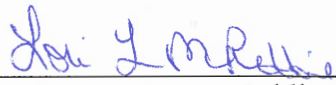
IN WITNESS WHEREOF, Indemnitor has executed this Agreement as of the date first above written.

ADDIS BUILDING, LLC

By: 
Timothy M. Lynn, Managing Member

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

On the 27th day of March, in the year 2018 before me, the undersigned, a notary public in and for said state, personally appeared **Timothy M. Lynn**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 20 22

SCHEDULE "A"

LEGAL DESCRIPTION

LEGAL DESCRIPTION

Addis Building

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, Tax Map ID 101.-08-05.0, in said City and being more particularly described as follows:

BEGINNING at a point in the easterly boundary of South Salina Street, said point being N. 0° 03' 30" E. a distance of 294.76 feet, measured along said easterly street boundary, from its intersection with the northwesterly boundary of East Onondaga Street; running thence N. 0° 03' 30" E. along said easterly street boundary, a distance of 56.87 feet to a point; thence S. 89° 48' 10" E. a distance of 133.90 feet to a point; thence S. 0° 03' 30" a distance of 56.87 feet to a point; thence N. 89° 48' 10" W. a distance of 133.90 feet to the point and place of beginning.

BEING part of Blocks 116 and 133 in said City.

SCHEDULE "B"

EXCEPTIONS

See Limited Hazardous Material Pre-Renovation Survey Report attached.



LIMITED HAZARDOUS MATERIAL PRE-RENOVATION SURVEY REPORT

Addis Building
449 South Salina Street
Syracuse, New York 13202

Prepared for:

BBL Construction Services, LLC
302 Washington Avenue Extension
Albany, New York 12203

Prepared by:

Asbestos & Environmental Consulting Corporation (AECC)
6308 Fly Road
East Syracuse, New York 13057



May 3, 2016

Mr. Jonathan H. deForest
 Executive Vice President / Principal
 BBL Construction Services, LLC
 302 Washington Avenue Extension
 Albany, New York 12203

RE: Limited Hazardous Material Pre-Renovation Survey Report
Addis Building - 449 South Salina Street, Syracuse, New York 13202
AECC Project Number: 16-100

Dear Mr. deForest:

The Asbestos & Environmental Consulting Corporation (AECC) performed a limited hazardous material pre-demolition survey of the Addis Building, located at 449 South Salina Street, in Syracuse, New York. The following sections of the report summarize the results:

ASBESTOS PRE-DEMOLITION SURVEY

The asbestos bulk samples were collected by Mr. Nick Coulombe and Mr. Randy Arnold, New York State Department of Labor (NYSDOL)-certified Asbestos Building Inspectors. The following building materials were collected, labeled, and shipped to AmeriSci New York for laboratory analysis:

Table 1: Asbestos Bulk Sampling Summary

SAMPLE NUMBER	MATERIAL DESCRIPTION	SAMPLE LOCATION(S)	ASBESTOS CONTENT
PLB-001A-G	Plaster - Base Coat (Gray)	Throughout Building	NAD
PLS-002A-G	Plaster - Skim Coat (White)	Throughout Building	NAD
ACT-003A,B	1'x1' Acoustical Ceiling Tile (White, Rough Texture)	1 st Floor – Entry	NAD
ACTM-004A,B	Ceiling Tile Puck Mastic (Brown)	1 st Floor – Entry	NAD
FP-005A,B	Felt Paper (Black)	1 st Floor – Storefront Display Case	NAD

Mr. Jonathan H. deForest
 BBL Construction Services, LLC
Limited Hazardous Material Pre-Renovation Survey Report
 Addis Building - 449 South Salina Street, Syracuse, New York 13202

Table 1: Asbestos Bulk Sampling Summary

SAMPLE NUMBER	MATERIAL DESCRIPTION	SAMPLE LOCATION(S)	ASBESTOS CONTENT
CMM-006A,B	Column Mirror Mastic (Black)	1st Floor – Columns	3.1% Chrysotile
EXWM-007A,B	Exterior Wall Mastic (Black)	1 st Floor – Interior Side of Exterior Wall	NAD
SR-008A,B	Sheetrock (Gray)	1 st Floor – Main Floor Space	NAD
JC-009A,B	Joint Compound (White)	1 st Floor – Main Floor Space	NAD
ACT-010A,B	2'x2' Acoustical Ceiling Tile (White, Pinhole/Fissure Pattern)	1 st Floor – Main Floor Space	NAD
CB-011A,B	4" Cove Base (Blue)	1 st Floor – Main Floor Space	NAD
CBM-012A,B	Cove Base Mastic (Black/Brown)	1 st Floor – Main Floor Space	NAD
DMM-013A,B	Display Case Mirror Mastic (Tan)	1 st Floor – Main Floor Space, Display Case	NAD
EFD-014A,B	Elevator Door Insulation (Gray)	Elevator Door	26.7% Chrysotile
FT-015A,B	12"x12" Floor Tile (Tan, Stone Pattern)	Basement	6.2% Chrysotile
FTM-016A,B	Floor Tile Mastic (Black)	Basement	NAD
EL-017A,B	Electrical Panel (Black)	Basement – Boiler Room	NAD
TSI-018A,B,C	Pipe Insulation (Brown, Wool-Like)	Basement	NAD
EL-019A,B	Electrical Board (Brown, Peg-holed)	Basement – Storage Room	NAD
TSI-020A,B,C	Air-Cell Pipe Insulation (Gray)	Basement, 2nd Floor & 3rd Floor	36.4% Chrysotile
PW-021A,B	Cork/Tar Pipe Wrap Insulation (Brown/Black)	Basement	NAD
ACT-022A,B	2'x4' Acoustical Ceiling Tile (White, Pinhole/Fissure Pattern)	Basement	NAD
ROPE-023A,B	Water Heater Rope Gasket (Gray)	Basement – Boiler Room	NAD
WTM-024A,B	Water Tank Mastic (Brown)	Basement – Boiler Room	NAD
BSS-025A,B	Boiler Seam Sealant (Black)	Basement – Boiler Room	5.9% Chrysotile
DPL-026A,B,C	Decorative Plaster (White)	Mezzanine, 2 nd Floor & 3 rd Floor	NAD
CB-027A,B	4" Cove Base (Brown)	Mezzanine	NAD

Mr. Jonathan H. deForest
 BBL Construction Services, LLC
Limited Hazardous Material Pre-Renovation Survey Report
 Addis Building - 449 South Salina Street, Syracuse, New York 13202

Table 1: Asbestos Bulk Sampling Summary

SAMPLE NUMBER	MATERIAL DESCRIPTION	SAMPLE LOCATION(S)	ASBESTOS CONTENT
CBM-028A,B	Cove Base Mastic (Brown)	Mezzanine	NAD
WMAS-029A,B	Sheetrock Mastic (Tan)	Mezzanine	NAD
GLZ-030A,B	Window Glazing Compound (Tan)	2 nd Floor – Interior Side of Exterior Window	NAD
GLZ-031A,B	Window Glazing Compound (White)	2 nd Floor – Interior Side of Exterior Window	NAD
TRZO-032A,B	Terrazzo Flooring (Gray/Black)	Stairwell & 1 st Floor	NAD
LINO-033A,B	Linoleum Flooring (Yellow)	2nd Floor – Main Floor Space	4.6% Chrysotile
CPM-034A,B	Carpet Mastic (Yellow)	2 nd Floor – Main Floor Space	NAD
MAS-035A,B	Toilet Board Mastic (Tan)	2 nd Floor – Bathroom	NAD
MAS-036A,B	Bathroom Mirror Mastic (Yellow)	2 nd Floor – Bathroom	NAD
FT-037A,B	12"x12" Floor Tile (Pink)	2 nd Floor – Bathroom	NAD
FTM-038A,B	Floor Tile Mastic (Tan)	2 nd Floor – Bathroom	NAD
MAS-039A,B	Floor Tile Mastic (Black)	2 nd Floor – Bathroom	TRACE
SR-040A,B	Sheetrock (Gray)	3 rd Floor – West Offices	NAD
JC-041A,B	Joint Compound (Tan)	3 rd Floor – West Offices	NAD
FT-042A,B	12"x12" Floor Tile (White w/ Black Spots)	3 rd Floor – In Front of Elevators	NAD
CMAS-043A,B	Ceiling Tile Mastic Pucks (Brown/Tan)	3 rd Floor – West Offices	NAD
CLK-044A,B	Exterior Window Caulk (Gray/Tan)	Storefront – Exterior Side of Exterior Window	4.1% Chrysotile 1.4% Anthophyllite
FCEM-045A,B	Foundation Cement (Black)	Storefront – Foundation	6.1% Chrysotile
MTR-046A,B	Stone Block Mortar (Gray)	Storefront – Between Stone Blocks	NAD
CLK-047A,B	Exterior Window Caulk (Gray)	4 th Floor – Exterior Side of Exterior Window	NAD
SR-048A,B	Sheetrock (White)	4 th Floor – Wall	NAD

Mr. Jonathan H. deForest
 BBL Construction Services, LLC
Limited Hazardous Material Pre-Renovation Survey Report
Addis Building - 449 South Salina Street, Syracuse, New York 13202

Table 1: Asbestos Bulk Sampling Summary

SAMPLE NUMBER	MATERIAL DESCRIPTION	SAMPLE LOCATION(S)	ASBESTOS CONTENT
JC-049A,B	Joint Compound (Tan)	4 th Floor – Wall	2.3% Chrysotile
GLZ-050A,B	Window Glazing Compound (Gray)	4 th Floor – Exterior Side of Exterior Window	TRACE
MAS-051A,B	Wood Trim Mastic (Tan)	4 th Floor – Elevator Wall & Column	NAD
CBM-052A,B	Cove Base Mastic (Brown)	4 th Floor – Backside of Plastic Cove Base	NAD
SFP-053A-E	Spray-Applied Fireproofing (Gray)	5 th Floor – Beams and on Floor	NAD
FPP-054A,B,C	Beam Patching (White)	5 th Floor – Beams	NAD
FT-055A,B	12"x12" Floor Tile (Brown, Stone Pattern)	5 th Floor – Near Bathroom	6.7% Chrysotile
FTM-056A,B	Floor Tile Mastic (Black)	5 th Floor – Near Bathroom	NAD
ACT-057A,B	2'x4' Acoustical Ceiling Tile (White, Pinhole/Fissure Pattern)	5 th Floor – Next To Vault	NAD
CTG-058A,B	Ceramic Wall Tile Grout (White)	5 th Floor – Bathroom	NAD
CTM-059A,B	Ceramic Wall Tile Mastic (Brown)	5 th Floor – Bathroom	NAD
CTG-060A,B	Ceramic Floor Tile Grout (Gray)	5 th Floor – Bathroom	NAD
CTM-061A,B	Ceramic Floor Tile Mastic (Brown)	5 th Floor – Bathroom	NAD
RF-062A,B	Roofing Field (Black)	5 th Floor – Collapsed Pile of Roofing Materials	NAD
GYP-063A,B	Gypsum Deck (Gray)	5 th Floor – Collapsed Pile of Roofing Materials	NAD
FLSH-064A,B	Roof Flashings (Black)	Roof	3.7% Chrysotile
CEM-065A,B	Roofing Cement (Gray)	Roof	3.4% Chrysotile
CWM-066A,B	Cork Wall Mastic (Black)	5 th Floor – Inside Vault	NAD
RR-067A,B	Rolled Roofing (Gray)	Roof	NAD
EL-068A,B	Electrical Board (Gray)	Penthouse	12.9% Chrysotile

Table Notes:

NAD = No Asbestos Detected

TRACE = Less than <0.25% Asbestos

Mr. Jonathan H. deForest
 BBL Construction Services, LLC
Limited Hazardous Material Pre-Renovation Survey Report
Addis Building - 449 South Salina Street, Syracuse, New York 13202

The following asbestos-containing materials (ACMs) and presumed asbestos-containing materials (PACMs) were discovered were discovered during the pre-renovation survey:

Table 2: Approximate Quantity of ACMs & PACMs

BUILDING MATERIAL	MATERIAL LOCATION	ESTIMATED QUANTITY	MATERIAL CONDITION
Black Column Mirror Mastic (CMM-006)	Throughout – On Columns	120 SF	NF, Damaged
Black Column Mirror Mastic Debris (CMM-006)	Throughout – On Floor Next to Columns	200 SF	NF, Damaged
Gray Elevator Door Insulation (EFD-014)	Elevator Door	450 SF	F, Damaged
Elevator Components (PACM)	Elevator Penthouse	8 SF	N/A
Tan Stone Pattern 12"x12" Floor Tile (FT-015, FT-055)	Basement & 5 th Floor	1,000 SF	NF, Damaged
Gray Air Cell Pipe Insulation (TSI-020)	Above Ceilings, Inside Walls & Exposed Throughout	1,500 LF	F, Damaged
Fitting Insulation (PACM)			
Thermal System Insulation Debris (PACM)	Basement	800 SF	F, Damaged
Black Boiler Seam Sealant (BSS-025)	Basement – Boiler	10 SF	NF, Intact
Internal Boiler Components (PACM)		120 SF	N/A
Yellow Linoleum Flooring (LINO-033)	2 nd Floor – Main Floor Space	4,200 SF	NF, Damaged
Gray/Tan Exterior Window Caulk (CLK-044)	Salina Street Side of Building – Exterior Side of Exterior Windows	35 SF	NF, Damaged
Black Foundation Cement (FCEM-045)	Foundation	8,800 SF	NF, Damaged
Tan Joint Compound (JC-049)	Throughout	25,000 SF	F, Damaged
Tan Joint Compound Debris (JC-049)	Throughout	7,000 SF	F, Damaged
Black Roof Flashing (FLSH-064)	Roof – Perimeter and Curbs	2,400 SF	NF, Damaged
Gray Roofing Cement (CEM-065)	Roof – Flashings and Walls	5,500 SF	NF, Damaged
Gray Electrical Board (EL-068)	Penthouse	6 SF	F, Damaged

Table 2: Approximate Quantity of ACMs & PACMs

BUILDING MATERIAL	MATERIAL LOCATION	ESTIMATED QUANTITY	MATERIAL CONDITION
*Miscellaneous Building Materials (PACM)	**Inaccessible Areas include Roof Top Air Handling Room, Elevated Roofs, Above Hard Ceilings, Inside Wall Chases, West Facing Windows, and Elevator Shafts	N/A	N/A
Fire Door Insulation (PACM)	Boarded Up Doors, Located Next to Elevators	128 SF	N/A
Window Caulk (PACM)	West Facing Exterior Windows	16 SF	N/A
Door & Louver Caulk (PACM)	Roof	12 SF	N/A
Roofing Materials (PACM)	Penthouse & Air Handler Roofs	4,500 SF	NF, N/A
Silver-Coated Roofing (PACM)	Main Roof	9,600 SF	NF, N/A
Elevator Brake Shoes (PACM)	Penthouse	9 SF	F, N/A
Roofing Debris (PACM)	5 th Floor	200 SF	NF, Damaged
Silver-Coated Roofing (PACM)	Main Roof	9,600 SF	NF, N/A

Table Notes:

SF = Square Feet
 F = Friable
 NF = Non-Friable
 N/A = Not Assessed

Asbestos Bulk Sampling Summary – By regulatory definition, a building material must be greater than one percent (1%) asbestos to be considered an ACM. During this survey, black column mirror mastic / debris, gray elevator door insulation, 12” tan stone pattern floor tile, gray air-cell pipe insulation, black boiler seam sealant, yellow linoleum flooring, gray/tan window caulk, black foundation cement, tan joint compound, black roof flashings, gray roofing cement, and gray electrical board were determined to be ACMs by laboratory analysis. Due to safety issues and some areas being inaccessible during the survey of the building, certain building materials were designated as presumed asbestos-containing materials (PACMs) by AECC field personnel (see Table 2 for a detailed description of the ACMs and PACMs found during this survey). According to state and federal laws, ACMs must be handled and disposed of by a licensed abatement contractor prior to any renovation or demolition-related activities. The laboratory results have been included in Attachment B of this report.

OSHA Compliance – It should be noted that the Occupational Safety & Health Administration (OSHA) Asbestos Standard (29 CFR 1926.1101) has a definition for both "asbestos" and "asbestos-containing material." Under OSHA Asbestos Standard, the definition of asbestos

covers all materials containing any concentration of detected asbestos, including those with concentrations less than or equal to one percent asbestos (i.e. black floor tile mastic and exterior gray window glazing compound tested during this survey). Although work operations conducted in areas where a material contains less than or equal to one percent asbestos is an "unclassified" operation, the employer still must follow the requirements of 29 CFR 1926.1101(g)(1) [except (g)(1)(i)], (g)(2) and (g)(3) that describe engineering and work practice controls operations to prevent unnecessary asbestos exposures to their employees (worker protection regulations).

Transmittal of Building / Structure Asbestos Survey Information – As required by New York State Industrial Code Rule 56, copies of this report shall be immediately transmitted by the building / structure owner, as follows:

1. One (1) copy of the completed asbestos survey shall be sent by the building owner to the local entity charged with issuing a permit for such demolition, renovation, remodeling or repair work under state or local laws.
2. One (1) copy of completed asbestos survey shall be kept on the construction (demolition) site with the asbestos notification and variance, if required, throughout the duration of the asbestos project and any associated demolition, renovation, remodeling or repair project.

PAINT CHIP SAMPLING / LEAD ANALYSIS

AECC collected representative paint chip samples to determine the presence of lead-based paint (LBP) throughout the building. The paint chip samples were collected and shipped to Schneider Laboratories Global, Inc. for lead analysis. The following table and summary explain the results:

Table 3: Lead Paint Chip Sampling Summary

SAMPLE NUMBER	MATERIAL DESCRIPTION	SAMPLE LOCATION	LEAD CONTENT*
PAINT-001	Tan Colored Paint	1 st Floor, Back Stairwell – Wall	0.163%
PAINT-002	White Colored Paint	1 st Floor, Back Room – Wall	<0.00321%
PAINT-003	Blue Colored Paint	Elevator – Door	0.182%
PAINT-004	Pink Colored Paint	Basement – Wall	2.72%
PAINT-005	Gray Colored Paint	Basement – Wall	0.482%
PAINT-006	Blue Colored Paint	Basement – Wall	0.413%
PAINT-007	White Colored Paint	Basement – Steel Beam	0.831%
PAINT-008	Brown Colored Paint	Mezzanine – Wall	0.437%
PAINT-009	Tan Colored Paint	Mezzanine – Wall	0.604%

Table 3: Lead Paint Chip Sampling Summary

SAMPLE NUMBER	MATERIAL DESCRIPTION	SAMPLE LOCATION	LEAD CONTENT*
PAINT-010	White Colored Paint	3 rd Floor – Wood Half Wall	<0.00306%
PAINT-011	White Colored Paint	Exterior – Brick Wall	2.56%
PAINT-012	Green Colored Paint	4 th Floor – Wall	0.527%
PAINT-013	White Colored Paint	4 th Floor – Door Frame	0.639%
PAINT-014	Yellow Colored Paint	4 th Floor – Wall	1.98%
PAINT-015	Brown Colored Paint	Penthouse – Wall	0.944%

Table Notes:

* = Percentage of Lead by Weight

Lead Paint Chip Sampling Summary – By regulatory definition, lead-based paint (LBP) is defined as any paint containing a minimum of 0.5% lead by weight. Multiple paint applications were determined to be LBP by laboratory analysis (PAINT-004, PAINT-007, PAINT-009, PAINT-011, PAINT-012, PAINT-013, PAINT-014, and PAINT-015). However, it should be noted that several other paint applications tested had detectable amounts of lead (PAINT-001, PAINT-003, PAINT-005, PAINT-006, and PAINT-008). As such, these paint applications and other potential lead-containing building materials (ceramic tile, lead pipes, etc.) are classified as lead-containing materials (LCM). As such, certain worker protection regulations (OSHA) and waste disposal regulations (NYSDEC) shall apply to all of the LBPs / LCMs found at the project site. Additionally, it should be noted that additional regulations (USEPA, HUD) may apply, based upon the proposed use of the building. The laboratory lead analysis report for the paint chip sampling has been included in Attachment C of this report.

CAULK SAMPLING FOR POLYCHLORINATED BIPHENYLS (PCBs)

AECC collected representative building caulk applications and shipped them to Schneider Laboratories Global, Inc. for PCB analysis. The following table and summary explain the results:

Table 4: PCB Bulk Sampling Summary

SAMPLE NUMBER	MATERIAL DESCRIPTION	SAMPLE LOCATION	PCB CONTENT
CLK-044P	Window Caulk (Tan)	Storefront – Window	BRL
CLK-047P	Window Caulk (Gray)	4 th Floor – Window	1.06 ppm

Table Notes:

BRL = Below Reporting Limit

ppm = Part Per Million

PCB Bulk Sampling Summary – By regulatory definition, a PCB-containing bulk material is defined as any building material containing at least 50 parts per million (ppm) of PCBs. The bulk samples collected during this sampling event are not considered PCB-containing bulk materials, as determined by laboratory analysis. However, due to the presence of PCBs in the gray window caulk (CLK-047P), certain worker protection regulations (OSHA) and local disposal regulations shall apply (as only certain municipal landfills accept PCB-containing wastes at any detectable concentrations). The PCB laboratory results have been included in Attachment D of this report.

MISCELLANEOUS HAZARDOUS / SPECIAL WASTE INVENTORY

The following items were observed during AECC investigation and presumed to contain the specified hazardous / special wastes in the table below:

Table 5: Miscellaneous Hazardous / Special Waste Inventory

MISCELLANEOUS ITEM	ITEM LOCATION	ESTIMATED COUNT	PRESUMED HAZ MATERIAL	ITEM CONDITION
Fluorescent Light Bulbs	Throughout	500	Mercury	Intact
Light Ballasts	Throughout	250	PCBs	Intact
Thermostats	Throughout	20	Mercury	Intact
Emergency Flood Lights	Stairwells	16	Mercury, Lead	Intact
Solvents, Paints & Adhesives	Throughout	30 Containers	VOCs (Lead)	Intact
Emergency Exit Signs	Stairwells	8	Mercury, Lead, Silver, Cadmium	Intact
Miscellaneous Cleaning Products	Basement	20 Containers	Volatile Organic Compounds	Intact
Batteries	Penthouse	(3) 12volt	Lead	Intact
Thermometer	Basement Water Heater Tank	1	Mercury	Intact
Household Cleaning Products	Throughout	30 Containers	Various VOCs	Intact
Elevator Oils	Penthouse Elevators Mechanicals	NA	VOCs, PCBs	Intact

Miscellaneous Hazardous / Special Wastes Summary – Additional investigation into the status of these materials may be performed to prove that hazardous materials are not present. However, without conducting this additional investigation, these materials must be presumed to contain potentially hazardous materials and handled / disposed of in accordance with all applicable state, federal, and local regulations.

Mr. Jonathan H. deForest
BBL Construction Services, LLC
Limited Hazardous Material Pre-Renovation Survey Report
Addis Building - 449 South Salina Street, Syracuse, New York 13202

Report Note – In the event that other building materials (materials not specifically identified in this report) are identified during the course of the project, the materials shall be presumed and treated as hazardous materials until examined by an appropriately trained / certified individual and laboratory analysis proves otherwise.

If you have any questions pertaining to this report, please contact me directly at (315) 432-9400. We thank you for the opportunity to work with you on this project.

Sincerely,
Asbestos & Environmental Consulting Corporation



Bryan Bowers
President / Owner

- Attachment A: AECC Company License and Personnel Certifications
- Attachment B: Asbestos Bulk Sample Laboratory Results
- Attachment C: Lead Paint Chip Sample Laboratory Results
- Attachment D: PCB Caulk Sample Laboratory Results
- Attachment E: Figures 1 - 9

ATTACHMENT A

AECC COMPANY LICENSE AND PERSONNEL CERTIFICATIONS

New York State – Department of Labor

Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

Asbestos & Environmental Consulting Corporation

6308 Fly Road

E. Syracuse, NY 13057

FILE NUMBER: 09-42909

LICENSE NUMBER: 42909

LICENSE CLASS: RESTRICTED

DATE OF ISSUE: 02/25/2016

EXPIRATION DATE: 02/28/2017

Duly Authorized Representative – Bryan Bowers:

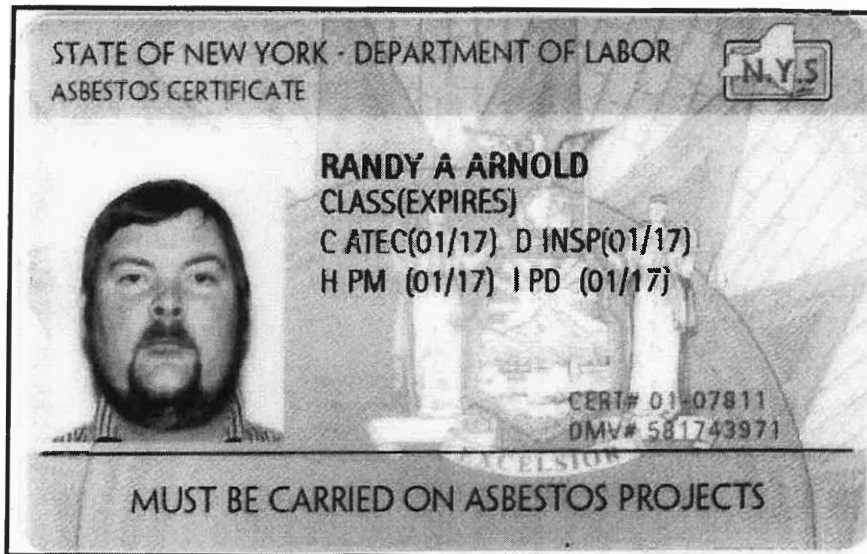
This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.



Eileen M. Franko, Director
For the Commissioner of Labor

ASBESTOS CERTIFICATION



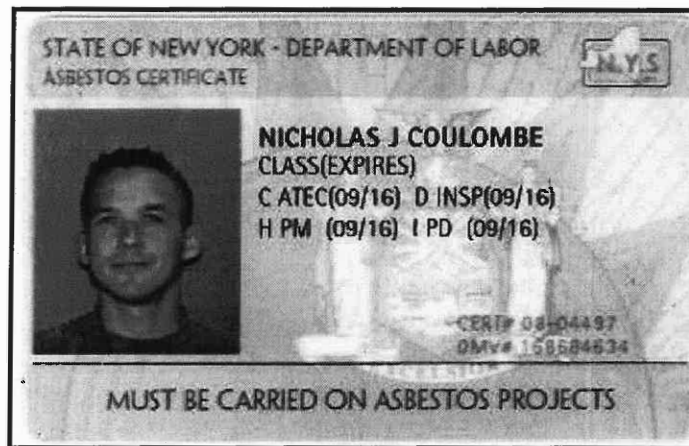
The following letter codes (as shown on the handling certificate) represent the corresponding asbestos classifications.

A – Asbestos Handler
B – Allied Trades
C – Air sampling Technician

D – Asbestos Inspector
E – Management Planner
F – Operations & Maintenance

G – Asbestos Supervisor
H – Asbestos Project Monitor
I – Asbestos Project Designer

ASBESTOS CERTIFICATION



The following letter codes (as shown on the handling certificate) represent the corresponding asbestos classifications.

A – Asbestos Handler
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ATTACHMENT B

ASBESTOS BULK SAMPLE LABORATORY RESULTS

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

16-100; BBL Construction; Addis Building, 449 South Salina Street, Syracuse, New York, 13202 (Report Amended 4/29/2016)

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	PLB-001A	1	---	---	---	---	NAD	NA
	Location: Throughout - Plaster Base Coat (Gray)							
02	PLB-001B	1	---	---	---	---	NAD	NA
	Location: Throughout - Plaster Base Coat (Gray)							
03	PLB-001C	1	---	---	---	---	NAD	NA
	Location: Throughout - Plaster Base Coat (Gray)							
04	PLB-001D	1	---	---	---	---	NAD	NA
	Location: Throughout - Plaster Base Coat (Gray)							
05	PLB-001E	1	---	---	---	---	NAD	NA
	Location: Throughout - Plaster Base Coat (Gray)							
06	PLB-001F	1	---	---	---	---	NAD	NA
	Location: Throughout - Plaster Base Coat (Gray)							
07	PLB-001G	1	---	---	---	---	NAD	NA
	Location: Throughout - Plaster Base Coat (Gray)							
08	PLS-002A	2	---	---	---	---	NAD	NA
	Location: Throughout - Plaster Skim Coat (White)							
09	PLS-002B	2	---	---	---	---	NAD	NA
	Location: Throughout - Plaster Skim Coat (White)							
10	PLS-002C	2	---	---	---	---	NAD	NA
	Location: Throughout - Plaster Skim Coat (White)							
11	PLS-002D	2	---	---	---	---	NAD	NA
	Location: Throughout - Plaster Skim Coat (White)							
12	PLS-002E	2	---	---	---	---	NAD	NA
	Location: Throughout - Plaster Skim Coat (White)							
13	PLS-002F	2	---	---	---	---	NAD	NA
	Location: Throughout - Plaster Skim Coat (White)							
14	PLS-002G	2	---	---	---	---	NAD	NA
	Location: Throughout - Plaster Skim Coat (White)							
15	ACT-003A	3	0.308	12.0	71.1	16.9	NAD	NAD
	Location: 1st Floor, Entry - 1 X 1 Rough Textured Ceiling Tile							
16	ACT-003B	3	0.227	16.3	79.3	4.4	NAD	NAD
	Location: 1st Floor, Entry - 1 X 1 Rough Textured Ceiling Tile							

See Reporting notes on last page

Client Name: Asbestos & Environmental Consulting Corp.

Table I

Summary of Bulk Asbestos Analysis Results

16-100; BBL Construction; Addis Building, 449 South Salina Street, Syracuse, New York, 13202 (Report Amended 4/29/2016)

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
17	ACTM-004A	4	0.263	55.1	6.8	38.0	NAD	NAD
	Location: 1st Floor, Entry - Ceiling Tile Mastic (Brown)							
18	ACTM-004B	4	0.230	54.3	7.8	37.8	NAD	NAD
	Location: 1st Floor, Entry - Ceiling Tile Mastic (Brown)							
19	FP-005A	5	0.215	98.6	0.9	0.5	NAD	NAD
	Location: 1st Floor, Display Case "Front" - Felt Paper (Black)							
20	FP-005B	5	0.150	98.0	1.3	0.7	NAD	NAD
	Location: 1st Floor, Display Case "Front" - Felt Paper (Black)							
21	CMM-006A	6	0.147	69.4	5.4	22.1	Chrysotile 3.1	NA
	Location: 1st Floor, Columns - Column Mirror Mastic (Black)							
22	CMM-006B	6	0.210	69.5	5.2	25.2	NA/PS	NA
	Location: 1st Floor, Columns - Column Mirror Mastic (Black)							
23	EXWM-007A	7	0.248	8.1	37.1	54.8	NAD	NAD
	Location: 1st Floor, Exterior Wall - Ext. Wall Mastic (Black)							
24	EXWM-007B	7	0.222	9.9	40.1	50.0	NAD	NAD
	Location: 1st Floor, Exterior Wall - Ext. Wall Mastic (Black)							
25	SR-008A	8	---	---	---	---	NAD	NA
	Location: 1st Floor, Main Floor Space - Sheetrock (Gray)							
26	SR-008B	8	---	---	---	---	NAD	NA
	Location: 1st Floor, Main Floor Space - Sheetrock (Gray)							
27	JC-009A	9	---	---	---	---	NAD	NA
	Location: 1st Floor, Main Floor Space - Joint Compound (White)							
28	JC-009B	9	---	---	---	---	NAD	NA
	Location: 1st Floor, Main Floor Space - Joint Compound (White)							
29	ACT-010A	10	0.143	19.6	32.2	48.2	NAD	NAD
	Location: 1st Floor, Main Floor Space - 2 X 2 Ceiling Tile "Pinhole & Fissured"							
30	ACT-010B	10	0.138	23.9	31.2	44.9	NAD	NAD
	Location: 1st Floor, Main Floor Space - 2 X 2 Ceiling Tile "Pinhole & Fissured"							
31	CB-011A	11	0.303	70.0	17.8	12.2	NAD	NAD
	Location: 1st Floor, Main Floor Space - 4" Cove Base (Blue)							
32	CB-011B	11	0.226	70.4	23.5	6.2	NAD	NAD
	Location: 1st Floor, Main Floor Space - 4" Cove Base (Blue)							

See Reporting notes on last page

Client Name: Asbestos & Environmental Consulting Corp.

Table I

Summary of Bulk Asbestos Analysis Results

16-100; BBL Construction; Addis Building, 449 South Salina Street, Syracuse, New York, 13202 (Report Amended 4/29/2016)

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
33	CBM-012A	12	0.210	45.2	16.2	38.6	NAD	NAD
	Location: 1st Floor, Main Floor Space - Cove Mastic (Black/Brown)							
34	CBM-012B	12	0.292	52.7	15.1	32.2	NAD	NAD
	Location: 1st Floor, Main Floor Space - Cove Mastic (Black/Brown)							
35	DMM-013A	13	0.100	59.0	14.0	27.0	NAD	NAD
	Location: 1st Floor, Main Space, Display Case - Display Case Mirror Mastic (Tan)							
36	DMM-013B	13	0.130	56.9	19.2	23.8	NAD	NAD
	Location: 1st Floor, Main Space, Display Case - Display Case Mirror Mastic (Tan)							
37	EPD-014A	14	---	---	---	---	Chrysotile 26.7	NA
	Location: Elevator Door - Elevator Door Insulation (Gray)							
38	EPD-014B	14	---	---	---	---	NA/PS	NA
	Location: Elevator Door - Elevator Door Insulation (Gray)							
39	FT-015A	15	0.165	30.3	29.1	34.4	Chrysotile 6.2	NA
	Location: Basement - 12" Floor Tile (Tan)							
40	FT-015B	15	0.184	29.3	30.4	40.2	NA/PS	NA
	Location: Basement - 12" Floor Tile (Tan)							
41	FTM-016A	16	0.104	65.4	22.1	12.5	NAD	NAD
	Location: Basement - Floor Tile Mastic (Black)							
42	FTM-016B	16	0.144	61.8	18.1	20.1	NAD	NAD
	Location: Basement - Floor Tile Mastic (Black)							
43	EL-017A	17	---	---	---	---	NAD	NA
	Location: Basement, Boiler Room - Electrical Panel (Black)							
44	EL-017B	17	---	---	---	---	NAD	NA
	Location: Basement, Boiler Room - Electrical Panel (Black)							
45	TSI-018A	18	---	---	---	---	NAD	NA
	Location: Basement - Wool Felt (Brown)							
46	TSI-018B	18	---	---	---	---	NAD	NA
	Location: Basement - Wool Felt (Brown)							
47	TSI-018C	18	---	---	---	---	NAD	NA
	Location: Basement - Wool Felt (Brown)							
48	EL-019A	19	0.134	97.0	2.2	0.7	NAD	NAD
	Location: Storage Room, Basement - Electric Board "Peg Tile" (Black)							

See Reporting notes on last page

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

16-100; BBL Construction; Addis Building, 449 South Salina Street, Syracuse, New York, 13202 (Report Amended 4/29/2016)

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
49	EL-019B	19	0.147	98.6	0.7	0.7	NAD	NAD
	Location: Storage Room, Basement - Electric Board "Peg Tile" (Black)							
50	TSI-020A	20	---	---	---	---	Chrysotile 36.4	NA
	Location: Basement, 2nd Floor - Aircell Pipe Insulation							
51	TSI-020B	20	---	---	---	---	NA/PS	NA
	Location: Basement, 2nd Floor - Aircell Pipe Insulation							
52	TSI-020C	20	---	---	---	---	NA/PS	NA
	Location: Basement, 2nd Floor - Aircell Pipe Insulation							
53	PW-021A	21	0.141	89.4	5.0	5.7	NAD	NAD
	Location: Basement - Cork/Tar Pipe Wrap (Black)							
54	PW-021B	21	0.166	89.2	5.4	5.4	NAD	NAD
	Location: Basement - Cork/Tar Pipe Wrap (Black)							
55	ACT-022A	22	0.122	27.0	31.1	41.8	NAD	NAD
	Location: Basement - 2 X 4 Pinhole-Fissured Ceiling Tile							
56	ACT-022B	22	0.129	27.1	31.0	41.9	NAD	NAD
	Location: Basement - 2 X 4 Pinhole-Fissured Ceiling Tile							
57	ROPE-023A	23	---	---	---	---	NAD	NA
	Location: Basement, Boiler Room, Water Heater - Rope Gasket (Gray)							
58	ROPE-023B	23	---	---	---	---	NAD	NA
	Location: Basement, Boiler Room, Water Heater - Rope Gasket (Gray)							
59	WTM-024A	24	0.111	56.8	21.6	21.6	NAD	NAD
	Location: Basement, Boiler Room, Water Tank - Water Tank Mastic (Brown)							
60	WTM-024B	24	0.151	43.0	22.5	34.4	NAD	NAD
	Location: Basement, Boiler Room, Water Tank - Water Tank Mastic (Brown)							
61	BSS-025A	25	0.163	38.7	33.1	22.3	Chrysotile 5.9	NA
	Location: Basement, Boiler Room, Boiler - Boiler Seam Sealant (Black)							
62	BSS-025B	25	0.188	36.7	33.5	29.8	NA/PS	NA
	Location: Basement, Boiler Room, Boiler - Boiler Seam Sealant (Black)							
63	DPL-026A	26	---	---	---	---	NAD	NA
	Location: Half Floor, 2nd Floor, 3rd Floor - Decorative Plaster (White)							
64	DPL-026B	26	---	---	---	---	NAD	NA
	Location: Half Floor, 2nd Floor, 3rd Floor - Decorative Plaster (White)							

See Reporting notes on last page

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

16-100; BBL Construction; Addis Building, 449 South Salina Street, Syracuse, New York, 13202 (Report Amended 4/29/2016)

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
65	DPL-026C	26	---	---	---	---	NAD	NA
	Location: Half Floor, 2nd Floor, 3rd Floor - Decorative Plaster (White)							
66	CB-027A	27	0.213	37.1	60.1	2.8	NAD	NAD
	Location: Half Floor - Cove Base (Brown)							
67	CB-027B	27	0.218	36.7	61.5	1.8	NAD	NAD
	Location: Half Floor - Cove Base (Brown)							
68	CBM-028A	28	0.318	48.4	10.1	41.5	NAD	NAD
	Location: Half Floor - Cove Base Mastic (Brown)							
69	CBM-028B	28	0.247	49.0	10.1	40.9	NAD	NAD
	Location: Half Floor - Cove Base Mastic (Brown)							
70	WMAS-029A	29	0.185	55.1	11.9	33.0	NAD	NAD
	Location: Half Floor, Between Sheetrock - Sheetrock Mastic (Tan)							
71	WMAS-029B	29	0.281	55.2	13.9	31.0	NAD	NAD
	Location: Half Floor, Between Sheetrock - Sheetrock Mastic (Tan)							
72	GLZ-030A	30	0.262	14.5	82.1	3.4	NAD	NAD
	Location: 2nd Floor, Interior Side Of Ext. Door - Window Glazing (Tan)							
73	GLZ-030B	30	0.157	21.7	71.3	7.0	NAD	NAD
	Location: 2nd Floor, Interior Side Of Ext. Door - Window Glazing (Tan)							
74	GLZ-031A	31	0.253	17.0	77.5	5.5	NAD	NAD
	Location: 2nd Floor, Interior Side Of Ext. Window - Window Glazing (White)							
75	GLZ-031B	31	0.170	17.1	74.7	8.2	NAD	NAD
	Location: 2nd Floor, Interior Side Of Ext. Window - Window Glazing (White)							
76	TRZO-032A	32	---	---	---	---	NAD	NA
	Location: Stairwell & 1st - Terrazzo Floor (Black)							
77	TRZO-032B	32	---	---	---	---	NAD	NA
	Location: Stairwell & 1st - Terrazzo Floor (Black)							
78	LINO-033A	33	0.209	67.0	6.7	21.7	Chrysotile 4.6	NA
	Location: 2nd Floor, Main Space - Linoleum Flooring (Pattern) (Yellow)							
79	LINO-033B	33	0.086	88.4	4.7	7.0	NA/PS	NA
	Location: 2nd Floor, Main Space - Linoleum Flooring (Pattern) (Yellow)							
80	CPM-034A	34	0.417	73.6	6.2	20.1	NAD	NAD
	Location: 2nd Floor, Main Space - Carpet Mastic (Yellow)							

See Reporting notes on last page

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

16-100; BBL Construction; Addis Building, 449 South Salina Street, Syracuse, New York, 13202 (Report Amended 4/29/2016)

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
81	CPM-034B	34	0.279	71.3	9.7	19.0	NAD	NAD
	Location: 2nd Floor, Main Space - Carpet Mastic (Yellow)							
82	MAS-035A	35	0.156	56.4	9.0	34.6	NAD	NAD
	Location: 2nd Floor, Bathroom - Toilet Mastic (Tan)							
83	MAS-035B	35	0.103	55.3	11.7	33.0	NAD	NAD
	Location: 2nd Floor, Bathroom - Toilet Mastic (Tan)							
84	MAS-036A	36	0.112	69.6	10.7	19.6	NAD	NAD
	Location: 2nd Floor, Bathroom - Middle Mastic (Yellow)							
85	MAS-036B	36	0.164	68.3	11.6	20.1	NAD	NAD
	Location: 2nd Floor, Bathroom - Middle Mastic (Yellow)							

Analyzed by: Samuel X. Zhang ; Date Analyzed 4/26/2016

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); NVLAP 200546-0, NYSDOH ELAP Lab 11480, AIHA Lab 102843.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

Reviewed By: _____



AmeriSci New York

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Asbestos & Environmental Consulting C
Attn: Bryan Bowers
6308 Fly Road

East Syracuse, NY 13057

Date Received 04/21/16 **AmeriSci Job #** 216043498
Date Examined 04/25/16 **P.O. #**
ELAP # 11480 **Page** 1 of 15
RE: 16-100; BBL Construction; Addis Building, 449 South Salina
Street, Syracuse, New York, 13202 (Report Amended
4/29/2016)

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PLB-001A 1 Location: Throughout - Plaster Base Coat (Gray)	216043498-01	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
PLB-001B 1 Location: Throughout - Plaster Base Coat (Gray)	216043498-02	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
PLB-001C 1 Location: Throughout - Plaster Base Coat (Gray)	216043498-03	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
PLB-001D 1 Location: Throughout - Plaster Base Coat (Gray)	216043498-04	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
PLB-001E 1 Location: Throughout - Plaster Base Coat (Gray)	216043498-05	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Wollastonite 100 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PLB-001F 1	216043498-06 Location: Throughout - Plaster Base Coat (Gray)	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 04/29/16
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
PLB-001G 1	216043498-07 Location: Throughout - Plaster Base Coat (Gray)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
PLS-002A 2	216043498-08 Location: Throughout - Plaster Skim Coat (White)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
PLS-002B 2	216043498-09 Location: Throughout - Plaster Skim Coat (White)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
PLS-002C 2	216043498-10 Location: Throughout - Plaster Skim Coat (White)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
PLS-002D 2	216043498-11 Location: Throughout - Plaster Skim Coat (White)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PLS-002E 2	216043498-12 Location: Throughout - Plaster Skim Coat (White)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
PLS-002F 2	216043498-13 Location: Throughout - Plaster Skim Coat (White)	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 04/29/16
Analyst Description: White/Tan, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
PLS-002G 2	216043498-14 Location: Throughout - Plaster Skim Coat (White)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: White/Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
ACT-003A 3	216043498-15 Location: 1st Floor, Entry - 1 X 1 Rough Textured Ceiling Tile	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Beige, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 16.9 %			
ACT-003B 3	216043498-16 Location: 1st Floor, Entry - 1 X 1 Rough Textured Ceiling Tile	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Beige, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 4.4 %			
ACTM-004A 4	216043498-17 Location: 1st Floor, Entry - Ceiling Tile Mastic (Brown)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 38 %			

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
ACTM-004B 4	216043498-18 Location: 1st Floor, Entry - Ceiling Tile Mastic (Brown)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 37.8 %			
FP-005A 5	216043498-19 Location: 1st Floor, Display Case "Front" - Felt Paper (Black)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 0.5 %			
FP-005B 5	216043498-20 Location: 1st Floor, Display Case "Front" - Felt Paper (Black)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 0.7 %			
CMM-006A 6	216043498-21 Location: 1st Floor, Columns - Column Mirror Mastic (Black)	Yes	3.1 % (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 3.1 %			
Other Material: Non-fibrous 22.1 %			
CMM-006B 6	216043498-22 Location: 1st Floor, Columns - Column Mirror Mastic (Black)		NA/PS
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			
EXWM-007A 7	216043498-23 Location: 1st Floor, Exterior Wall - Ext. Wall Mastic (Black)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 54.8 %			

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PLM Bulk Asbestos Report

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
EXWM-007B 7	216043498-24 Location: 1st Floor, Exterior Wall - Ext. Wall Mastic (Black)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 50 %			
SR-008A 8	216043498-25 Location: 1st Floor, Main Floor Space - Sheetrock (Gray)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: Grey, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 40 %, Non-fibrous 60 %			
SR-008B 8	216043498-26 Location: 1st Floor, Main Floor Space - Sheetrock (Gray)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 18 %, Non-fibrous 82 %			
JC-009A 9	216043498-27 Location: 1st Floor, Main Floor Space - Joint Compound (White)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
JC-009B 9	216043498-28 Location: 1st Floor, Main Floor Space - Joint Compound (White)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
ACT-010A 10	216043498-29 Location: 1st Floor, Main Floor Space - 2 X 2 Ceiling Tile "Pinhole & Fissured"	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Beige, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 48.2 %			

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
ACT-010B 10	216043498-30 Location: 1st Floor, Main Floor Space - 2 X 2 Ceiling Tile "Pinhole & Fissured"	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Beige, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 44.9 %			
CB-011A 11	216043498-31 Location: 1st Floor, Main Floor Space - 4" Cove Base (Blue)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Blue, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 12.2 %			
CB-011B 11	216043498-32 Location: 1st Floor, Main Floor Space - 4" Cove Base (Blue)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Blue, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 6.2 %			
CBM-012A 12	216043498-33 Location: 1st Floor, Main Floor Space - Cove Mastic (Black/Brown)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Black/Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 38.6 %			
CBM-012B 12	216043498-34 Location: 1st Floor, Main Floor Space - Cove Mastic (Black/Brown)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Black/Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 32.2 %			
DMM-013A 13	216043498-35 Location: 1st Floor, Main Space, Display Case - Display Case Mirror Mastic (Tan)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 27 %			

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
DMM-013B 13	216043498-36 Location: 1st Floor, Main Space, Display Case - Display Case Mirror Mastic (Tan)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 23.8 %			
EPD-014A 14	216043498-37 Location: Elevator Door - Elevator Door Insulation (Gray)	Yes	26.7 % (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: Grey/White, Homogeneous, Fibrous, Bulk Material			
Asbestos Types: Chrysotile 26.7 %			
Other Material: Cellulose 10 %, Non-fibrous 63.3 %			
EPD-014B 14	216043498-38 Location: Elevator Door - Elevator Door Insulation (Gray)		NA/PS
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			
FT-015A 15	216043498-39 Location: Basement - 12" Floor Tile (Tan)	Yes	6.2 % (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Tan, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 6.2 %			
Other Material: Non-fibrous 34.4 %			
FT-015B 15	216043498-40 Location: Basement - 12" Floor Tile (Tan)		NA/PS
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			
FTM-016A 16	216043498-41 Location: Basement - Floor Tile Mastic (Black)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 12.5 %			

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16-100; BBL Construction; Addis Building, 449 South Salina Street, Syracuse, New York, 13202 (Report Amended 4/29/2016)

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FTM-016B 16	216043498-42 Location: Basement - Floor Tile Mastic (Black)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
<p>Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material</p> <p>Asbestos Types:</p> <p>Other Material: Non-fibrous 20.1 %</p>			
EL-017A 17	216043498-43 Location: Basement, Boiler Room - Electrical Panel (Black)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
<p>Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material</p> <p>Asbestos Types:</p> <p>Other Material: Non-fibrous 100 %</p>			
EL-017B 17	216043498-44 Location: Basement, Boiler Room - Electrical Panel (Black)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
<p>Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material</p> <p>Asbestos Types:</p> <p>Other Material: Non-fibrous 100 %</p>			
TSI-018A 18	216043498-45 Location: Basement - Wool Felt (Brown)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
<p>Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material</p> <p>Asbestos Types:</p> <p>Other Material: Animal hair 90 %, Non-fibrous 10 %</p>			
TSI-018B 18	216043498-46 Location: Basement - Wool Felt (Brown)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
<p>Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material</p> <p>Asbestos Types:</p> <p>Other Material: Animal hair 95 %, Non-fibrous 5 %</p>			
TSI-018C 18	216043498-47 Location: Basement - Wool Felt (Brown)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
<p>Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material</p> <p>Asbestos Types:</p> <p>Other Material: Animal hair 90 %, Non-fibrous 10 %</p>			

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
EL-019A 19	216043498-48 Location: Storage Room, Basement - Electric Board "Peg Tile" (Black)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 0.7 %			
EL-019B 19	216043498-49 Location: Storage Room, Basement - Electric Board "Peg Tile" (Black)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 0.7 %			
TSI-020A 20	216043498-50 Location: Basement, 2nd Floor - Aircell Pipe Insulation	Yes	36.4 % (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material			
Asbestos Types: Chrysotile 36.4 %			
Other Material: Cellulose 30 %, Non-fibrous 33.6 %			
TSI-020B 20	216043498-51 Location: Basement, 2nd Floor - Aircell Pipe Insulation		NA/PS
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			
TSI-020C 20	216043498-52 Location: Basement, 2nd Floor - Aircell Pipe Insulation		NA/PS
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			
PW-021A 21	216043498-53 Location: Basement - Cork/Tar Pipe Wrap (Black)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 5.7 %			

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PLM Bulk Asbestos Report

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PW-021B 21	216043498-54 Location: Basement - Cork/Tar Pipe Wrap (Black)	No	NAD (by NYS ELAP 198.6) by Bella J. Chemis on 04/25/16
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 5.4 %			
ACT-022A 22	216043498-55 Location: Basement - 2 X 4 Pinhole-Fissured Ceiling Tile	No	NAD (by NYS ELAP 198.6) by Bella J. Chemis on 04/25/16
Analyst Description: Beige, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 41.8 %			
ACT-022B 22	216043498-56 Location: Basement - 2 X 4 Pinhole-Fissured Ceiling Tile	No	NAD (by NYS ELAP 198.6) by Bella J. Chemis on 04/25/16
Analyst Description: Beige, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 41.9 %			
ROPE-023A 23	216043498-57 Location: Basement, Boiler Room, Water Heater - Rope Gasket (Gray)	No	NAD (by NYS ELAP 198.1) by Bella J. Chemis on 04/25/16
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Fibrous glass 85 %, Non-fibrous 15 %			
ROPE-023B 23	216043498-58 Location: Basement, Boiler Room, Water Heater - Rope Gasket (Gray)	No	NAD (by NYS ELAP 198.1) by Bella J. Chemis on 04/25/16
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
WTM-024A 24	216043498-59 Location: Basement, Boiler Room, Water Tank - Water Tank Mastic (Brown)	No	NAD (by NYS ELAP 198.6) by Bella J. Chemis on 04/25/16
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 21.6 %			

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
WTM-024B 24	216043498-60 Location: Basement, Boiler Room, Water Tank - Water Tank Mastic (Brown)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 34.4 %			
BSS-025A 25	216043498-61 Location: Basement, Boiler Room, Boiler - Boiler Seam Sealant (Black)	Yes	5.9 % (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 5.9 %			
Other Material: Non-fibrous 22.3 %			
BSS-025B 25	216043498-62 Location: Basement, Boiler Room, Boiler - Boiler Seam Sealant (Black)		NA/PS
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			
DPL-026A 26	216043498-63 Location: Half Floor, 2nd Floor, 3rd Floor - Decorative Plaster (White)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: White, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
DPL-026B 26	216043498-64 Location: Half Floor, 2nd Floor, 3rd Floor - Decorative Plaster (White)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
DPL-026C 26	216043498-65 Location: Half Floor, 2nd Floor, 3rd Floor - Decorative Plaster (White)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
CB-027A 27 Location: Half Floor - Cove Base (Brown)	216043498-66	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 2.8 %			
CB-027B 27 Location: Half Floor - Cove Base (Brown)	216043498-67	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 1.8 %			
CBM-028A 28 Location: Half Floor - Cove Base Mastic (Brown)	216043498-68	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 41.5 %			
CBM-028B 28 Location: Half Floor - Cove Base Mastic (Brown)	216043498-69	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 40.9 %			
WMAS-029A 29 Location: Half Floor, Between Sheetrock - Sheetrock Mastic (Tan)	216043498-70	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 33 %			
WMAS-029B 29 Location: Half Floor, Between Sheetrock - Sheetrock Mastic (Tan)	216043498-71	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 31 %			

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
GLZ-030A 30	216043498-72 Location: 2nd Floor, Interior Side Of Ext. Door - Window Glazing (Tan)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Tan, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 3.4 %			
GLZ-030B 30	216043498-73 Location: 2nd Floor, Interior Side Of Ext. Door - Window Glazing (Tan)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 7 %			
GLZ-031A 31	216043498-74 Location: 2nd Floor, Interior Side Of Ext. Window - Window Glazing (White)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 5.5 %			
GLZ-031B 31	216043498-75 Location: 2nd Floor, Interior Side Of Ext. Window - Window Glazing (White)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 8.2 %			
TRZO-032A 32	216043498-76 Location: Stairwell & 1st - Terrazzo Floor (Black)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
TRZO-032B 32	216043498-77 Location: Stairwell & 1st - Terrazzo Floor (Black)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

PLM Bulk Asbestos Report

16-100; BBL Construction; Addis Building, 449 South Salina Street, Syracuse, New York, 13202 (Report Amended 4/29/2016)

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
LINO-033A 33	216043498-78 Location: 2nd Floor, Main Space - Linoleum Flooring (Pattern) (Yellow)	Yes	4.6 % (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 4.6 % Other Material: Non-fibrous 21.7 %			
LINO-033B 33	216043498-79 Location: 2nd Floor, Main Space - Linoleum Flooring (Pattern) (Yellow)		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
CPM-034A 34	216043498-80 Location: 2nd Floor, Main Space - Carpet Mastic (Yellow)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 20.1 %			
CPM-034B 34	216043498-81 Location: 2nd Floor, Main Space - Carpet Mastic (Yellow)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 19 %			
MAS-035A 35	216043498-82 Location: 2nd Floor, Bathroom - Toilet Mastic (Tan)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 34.6 %			
MAS-035B 35	216043498-83 Location: 2nd Floor, Bathroom - Toilet Mastic (Tan)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 33 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report

16-100; BBL Construction; Addis Building, 449 South Salina
Street, Syracuse, New York, 13202 (Report Amended
4/29/2016)

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MAS-036A 36 Analyst Description: Yellow, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 19.6 %	216043498-84 Location: 2nd Floor, Bathroom - Middle Mastic (Yellow)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
MAS-036B 36 Analyst Description: Tan, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 20.1 %	216043498-85 Location: 2nd Floor, Bathroom - Middle Mastic (Yellow)	No	NAD (EPA 400 PC) by Bella J. Chernis on 04/25/16

Reporting Notes:

Analyzed by: Bella J. Chernis 

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples or EPA 400 pt ct by EPA 600/M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA-LAP, LLC Lab ID 102843, RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054.

Reviewed By: _____ END OF REPORT _____



Asbestos Bulk Sample Chain of Custody

Project No. 16-100
 Client BBL CONSTRUCTION
 Address ADDIS BUILDING
449 SOUTH SALINA STREET
SYRACUSE, NEW YORK 13202

AECC Contact: Bryan Bowers
 Office Phone: 315-432-9400
 Office Fax: 315-432-9405
 E-mail: labdata@aeccgroup.com

Sample ID	Location	Description
PLB-001A-G	THROUGHOUT	PLASTER BASE COAT (GRAY)
PLS-002A-G	THROUGHOUT	PLASTER SKIN COAT (WHITE)
ACT-003A,B	1ST FLOOR - ENTRY	1X1 PUGH TEXTURED CEILING TILE
ACTM-004A,B	1ST FLOOR - ENTRY	CEILING TILE MASTIC (BROWN)
FP-005A,B	1ST FLOOR - DISPLAY CASE "FRONT"	FELT PAPER (BLACK)
CMM-006A,B	1ST FLOOR - COLUMNS	COLUMN MIRROR MASTIC (BLACK)
EXWM-007A,B	1ST FLOOR - EXTERIOR WALL	EXT. WALL MASTIC (BLACK)
SR-008A,B	1ST FLOOR - MAIN FLOOR SPACE	SHEET ROCK (GRAY)
JL-009A,B	1ST FLOOR - MAIN FLOOR SPACE	JOINT COMPOUND (WHITE)
ACT-010A,B	1ST FLOOR - MAIN FLOOR SPACE	2X2 CEILING TILE "PUGH" TEXTURED
CB-011A,B	1ST FLOOR - MAIN FLOOR SPACE	4" GVE BASE (BLUE)
CRM-012A,B	1ST FLOOR - MAIN FLOOR SPACE	COVE MASTIC (DARK/BROWN)
DAM-013A,B	1ST FLOOR - MAIN SPACE - DISPLAY CASE	DISPLAY CASE MIRROR MASTIC (TAN)
EFD-014A,B	ELEVATOR DOOR	ELEVATOR DOOR INSULATION (GRAY)
FT-015A,B	BASEMENT	12" FLOOR TILE (TAN)
FTM-016A,B	BASEMENT	FLOOR TILE MASTIC (BLACK)
EL-017A,B	BASEMENT - BOILER ROOM	ELECTRICAL PANEL (BLACK)
TSI-019A,B,C	BASEMENT	WOOL FELT (BROWN)

- Analyzing Sequence: **#216043498**
- 1 - Separate layers/mastics for individual analysis, if applicable.
 - 2 - Determine method of analysis for PLM (198.1 or 198.6).
 - 3 - If the PLM NOB result is equal to or greater than 1% asbestos, testing of material is complete.
If the PLM NOB result is less than 1% asbestos, please analyze utilizing TEM.
 - 4 - If submitted in series (A, B, C), please stop at first positive.
 - 5 - Report results as % Asbestos via e-mail.

Sample Turnaround Time: 5 DAY Verbal To: _____ Phone: _____

Sampled By: <u>Nicholas Gulik</u>	Date: <u>4/14/16</u>
Shipped By: _____	Date: _____
Received By Lab: <u>[Signature]</u>	Date: <u>4/21/16 1100</u>
Results e-mailed By: <u>[Signature]</u>	Date: <u>4/28/16 15:57</u>



Asbestos Bulk Sample Chain of Custody

Project No. 16-100
 Client BFL CONSTRUCTION
 Address ADD. 5 BUILDING
449 SOUTH SALINA STREET
ROSELAND, NEW YORK 11423

AECC Contact: Bryan Bowers
 Office Phone: 315-432-9400
 Office Fax: 315-432-9405
 E-mail: labdata@aecgroup.com

Sample ID	Location	Description
EL-019 A, B	Storage Room - Basement	ELECTRIC BOARDS "PEE HOLE" (BROWN)
TSI-020 A, B, C	Basement / 2nd Floor	AIRCELL PIPE INSULATION
PW-021 A, B	Basement	CORK/TAR PIPE WRAP (BLACK)
ACT-022 A, B	Basement	2x4 P-WALL - TISSUED Ceiling TILE
ROPE-023 A, B	Basement - Boiler Room - WATER HEATER	ROPE GASKET (GRAY)
WTM-024 A, B	Basement - Boiler Room - WATER TANK	WATER TANK MASTIC (BROWN)
BSS-025 A, B	Basement - Boiler Room - BOILER	BOILER SEAM SEALANT (BLACK)
DPL-026 A, B, C	Half Floor, 2nd Floor, Half Floor	DECORATIVE PLASTER (WHITE)
CB-027 A, B	Half Floor	CONCRETE BASE (BROWN)
CBM-028 A, B	Half Floor	CONCRETE BASE MASTIC (BROWN)
WMAS-029 A, B	Half Floor - BETWEEN SKEETLOCK	SKREETLOCK MASTIC (TAN)
GLZ-030 A, B	2nd Floor - INTERIOR SIDE OF EXT WIND	WINDOW GLAZING (TAN)
GLZ-031 A, B	2nd Floor - INTERIOR SIDE OF EXT WINDOW	WINDOW GLAZING (WHITE)
TRZO-032 A, B	STAIRWELL # 1ST	TERRAZZO FLOR (BLACK)
LINO-033 A, B	2nd Floor - MAIN SPACE	LINOLEUM FLOORING (YELLOW)
CPM-034 A, B	2nd Floor - MAIN SPACE	CARPET MASTIC (YELLOW)
MAS-035 A, B	2nd Floor - BATHROOM	TOILET MASTIC (TAN)
MAS-036 A, B	2nd Floor - BATHROOM	MIXED MASTIC (YELLOW)

- Analyzing Sequence:
- 1 - Separate layers/mastics for individual analysis, if applicable.
 - 2 - Determine method of analysis for PLM (198.1 or 198.6).
 - 3 - If the PLM NOB result is equal to or greater than 1% asbestos, testing of material is complete.
 If the PLM NOB result is less than 1% asbestos, please analyze utilizing TEM.
 - 4 - If submitted in series (A, B, C), please stop at first positive.
 - 5 - Report results as % Asbestos via e-mail.

#216043498

Sample Turnaround Time: 5 DAY Verbal To: _____ Phone: _____

Sampled By: <u>[Signature]</u>	Date: <u>4/18/16</u>
Shipped By: _____	Date: _____
Received By Lab: <u>[Signature]</u>	Date: <u>4/21/16</u> 1100
Results e-mailed By: <u>[Signature]</u>	Date: <u>4/29/16</u> 15:51

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

16-100; BBL Construction; Addis Building, 449 South Salina Street, Syracuse, New York, 13202

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	FT-037A	37	0.282	21.6	74.8	3.5	NAD	NAD
	Location: 2nd Floor, Bathroom - 12" Floor Tile (Pink)							
02	FT-037B	37	0.210	18.6	77.6	3.8	NAD	NAD
	Location: 2nd Floor, Bathroom - 12" Floor Tile (Pink)							
03	FTM-38A	38	0.252	65.1	9.9	25.0	NAD	NAD
	Location: 2nd Floor, Bathroom - Floor Tile Mastic (Tan)							
04	FTM-38B	38	0.246	60.6	12.2	27.2	NAD	NAD
	Location: 2nd Floor, Bathroom - Floor Tile Mastic (Tan)							
05	MAS-039A	39	0.301	58.8	17.6	23.5	NAD	Chrysotile Trace
	Location: 2nd Floor, Bathroom - Floor Tile Mastic (Black)							
06	MAS-039B	39	0.237	50.6	38.4	10.9	NAD	Chrysotile Trace
	Location: 2nd Floor, Bathroom - Floor Tile Mastic (Black)							
07	SR-040A	40	---	---	---	---	NAD	NA
	Location: 3rd Floor, West Offices - Sheetrock (Gray)							
08	SR-040B	40	---	---	---	---	NAD	NA
	Location: 3rd Floor, West Offices - Sheetrock (Gray)							
09	JC-041A	41	---	---	---	---	NAD	NA
	Location: 3rd Floor, West Offices - Joint Compound (Tan)							
10	JC-041B	41	---	---	---	---	NAD	NA
	Location: 3rd Floor, West Offices - Joint Compound (Tan)							
11	FT-042A	42	0.213	43.7	43.7	12.7	NAD	NAD
	Location: 3rd Floor, East In Front Of Elevator - 12" Floor Tile (White w/ Black Dots)							
12	FT-042B	42	0.213	44.6	43.7	11.7	NAD	NAD
	Location: 3rd Floor, East In Front Of Elevator - 12" Floor Tile (White w/ Black Dots)							
13	CMAS-043A	43	0.278	52.9	5.8	41.4	NAD	NAD
	Location: 3rd Floor, West Offices - Ceiling Mastic Pucks (Brown/Tan)							
14	CMAS-043B	43	0.157	47.8	14.0	38.2	NAD	NAD
	Location: 3rd Floor, West Offices - Ceiling Mastic Pucks (Brown/Tan)							
15	CLK-044A	44	0.239	32.2	12.1	50.2	Chrysotile 4.1 Anthophyllite 1.4	NA
	Location: Store Front, Exterior Window - Ext. Window Caulk (Gray/Tan)							
16	CLK-044B	44	0.215	34.0	15.8	50.2	NA/PS	NA
	Location: Store Front, Exterior Window - Ext. Window Caulk (Gray/Tan)							

See Reporting notes on last page

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

16-100; BBL Construction; Addis Building, 449 South Salina Street, Syracuse, New York, 13202

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
17	FCEM-045A	45	0.091	59.3	8.8	25.8	Chrysotile 6.1	NA
	Location: Store Front, Foundation - Foundation Cement (Black)							
18	FCEM-045B	45	0.178	63.5	20.8	15.7	NA/PS	NA
	Location: Store Front, Foundation - Foundation Cement (Black)							
19	MTR-046A	46	---	---	---	---	NAD	NA
	Location: Store Front, Between Stone Blocks - Mortar (Gray)							
20	MTR-046B	46	---	---	---	---	NAD	NA
	Location: Store Front, Between Stone Blocks - Mortar (Gray)							
21	CLK-017A	47	0.236	12.3	53.0	34.7	NAD	NAD
	Location: 4th Floor, Ext. Window - Window Caulk (Gray)							
22	CLK-047B	47	0.152	5.9	50.0	44.1	NAD	NAD
	Location: 4th Floor, Ext. Window - Window Caulk (Gray)							
23	SR-048A	48	---	---	---	---	NAD	NA
	Location: 4th Floor, Wall - Sheetrock (White)							
24	SR-048B	48	---	---	---	---	NAD	NA
	Location: 4th Floor, Wall - Sheetrock (White)							
25	JC-049A	49	---	---	---	---	Chrysotile 2.3	NA
	Location: 4th Floor, Wall - Joint Compound (Tan)							
26	JC-049B	49	---	---	---	---	NA/PS	NA
	Location: 4th Floor, Wall - Joint Compound (Tan)							
27	GLZ-050A	50	0.158	7.0	85.4	7.5	NAD	Anthophyllite Trace
	Location: 4th Floor, Window Exterior Side - Window Glazing Compound (Gray)							
28	GLZ-050B	50	0.219	5.9	85.4	8.6	NAD	Anthophyllite Trace
	Location: 4th Floor, Window Exterior Side - Window Glazing Compound (Gray)							
29	MAS-051A	51	0.101	95.0	1.0	4.0	NAD	NAD
	Location: 4th Floor, Wood Trim - Wood Trim Mastic (Tan)							
30	MAS-051B	51	0.080	90.0	1.3	8.8	NAD	NAD
	Location: 4th Floor, Wood Trim - Wood Trim Mastic (Tan)							
31	CBM-052A	52	0.362	51.9	6.6	41.4	NAD	NAD
	Location: 4th Floor, Backside Of Plastic Cove - Cove Base Mastic (Brown)							
32	CBM-052B	52	0.174	50.0	6.3	43.7	NAD	NAD
	Location: 4th Floor, Backside Of Plastic Cove - Cove Base Mastic (Brown)							

See Reporting notes on last page

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

16-100; BBL Construction; Addis Building, 449 South Salina Street, Syracuse, New York, 13202

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
33	SFP-053A	53	----	----	----	----	NAD	NA
	Location: 5th Floor, Beams & Floor - Spray-On Fireproofing (Gray)							
34	SFP-053B	53	----	----	----	----	NAD	NA
	Location: 5th Floor, Beams & Floor - Spray-On Fireproofing (Gray)							
35	SFP-053C	53	----	----	----	----	NAD	NA
	Location: 5th Floor, Beams & Floor - Spray-On Fireproofing (Gray)							
36	SFP-053D	53	----	----	----	----	NAD	NA
	Location: 5th Floor, Beams & Floor - Spray-On Fireproofing (Gray)							
37	SFP-053E	53	----	----	----	----	NAD	NA
	Location: 5th Floor, Beams & Floor - Spray-On Fireproofing (Gray)							
38	FPP-054A	54	----	----	----	----	NAD	NA
	Location: 5th Floor, Beams - Beam Pathing (White)							
39	FPP-054B	54	----	----	----	----	NAD	NA
	Location: 5th Floor, Beams - Beam Pathing (White)							
40	FPP-054C	54	----	----	----	----	NAD	NA
	Location: 5th Floor, Beams - Beam Pathing (White)							
41	FT-055A	55	0.185	25.4	37.8	30.1	Chrysotile 6.7	NA
	Location: 5th Floor, Outside Of Bathroom - 12" Floor Tile "Stone Pattern"							
42	FT-055B	55	0.147	27.2	37.4	35.4	NA/PS	NA
	Location: 5th Floor, Outside Of Bathroom - 12" Floor Tile "Stone Pattern"							
43	FTM-056A	56	0.161	90.1	4.3	5.6	NAD	NAD
	Location: 5th Floor, Outside Of Bathroom - Floor Tile Mastic (Black)							
44	FTM-056B	56	0.148	89.9	4.1	6.1	NAD	NAD
	Location: 5th Floor, Outside Of Bathroom - Floor Tile Mastic (Black)							
45	ACT-057A	57	0.233	14.2	51.1	34.8	NAD	NAD
	Location: 5th Floor, Stack Near Vault - 2 X 4 Pinhole Fissure Ceiling Tile							
46	ACT-057B	57	0.234	14.1	51.7	34.2	NAD	NAD
	Location: 5th Floor, Stack Near Vault - 2 X 4 Pinhole Fissure Ceiling Tile							
47	CTG-058A	58	----	----	----	----	NAD	NA
	Location: 5th Floor, West Bathroom - Ceramic Wall Tile Grout (White)							
48	CTG-058B	58	----	----	----	----	NAD	NA
	Location: 5th Floor, West Bathroom - Ceramic Wall Tile Grout (White)							

See Reporting notes on last page

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

16-100; BBL Construction; Addis Building, 449 South Salina Street, Syracuse, New York, 13202

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
49	CTM-059A	59	0.112	65.2	11.6	23.2	NAD	NAD
	Location: 5th Floor, West Bathroom - Ceramic Wall Tile Mastic (Brown)							
50	CTM-059B	59	0.267	61.8	20.6	17.6	NAD	NAD
	Location: 5th Floor, West Bathroom - Ceramic Wall Tile Mastic (Brown)							
51	CTG-060A	60	---	---	---	---	NAD	NA
	Location: 5th Floor, West Bathroom - Ceramic Floor Tile Grout (White)							
52	CTG-060B	60	---	---	---	---	NAD	NA
	Location: 5th Floor, West Bathroom - Ceramic Floor Tile Grout (White)							
53	CTM-061A	61	0.152	44.3	17.6	38.2	NAD	NAD
	Location: 5th Floor, West Bathroom - Ceramic Floor Tile Mastic (Brown)							
54	CTM-061B	61	0.242	12.4	49.6	38.0	NAD	NAD
	Location: 5th Floor, West Bathroom - Ceramic Floor Tile Mastic (Brown)							
55	RF-062A	62	0.267	61.8	23.6	14.6	NAD	NAD
	Location: Roof - Roofing Field (Black)							
56	RF-062B	62	0.178	65.2	24.2	10.7	NAD	NAD
	Location: Roof - Roofing Field (Black)							
57	GYP-063A	63	---	---	---	---	NAD	NA
	Location: Roof - Fire Gyp. Board (Gray)							
58	GYP-063B	63	---	---	---	---	NAD	NA
	Location: Roof - Fire Gyp. Board (Gray)							
59	FLSH-064A	64	0.227	71.4	6.6	18.3	Chrysotile 3.7	NA
	Location: Roof - Roof Flashing (Black)							
60	FLSH-064B	64	0.181	81.8	7.2	11.0	NA/PS	NA
	Location: Roof - Roof Flashing (Black)							
61	CEM-065A	65	0.253	43.5	9.9	43.2	Chrysotile 3.4	NA
	Location: Roof - Roof Cement (Gray)							
62	CEM-065B	65	0.215	45.1	11.2	43.7	NA/PS	NA
	Location: Roof - Roof Cement (Gray)							
63	CWM-066A	66	0.096	96.9	2.1	1.0	NAD	NAD
	Location: 5th Floor, Vault Wall - Cork Wall Mastic (Black)							
64	CWM-066B	66	0.068	98.5	0.0	1.5	NAD	NAD
	Location: 5th Floor, Vault Wall - Cork Wall Mastic (Black)							

See Reporting notes on last page

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

16-100; BBL Construction; Addis Building, 449 South Salina Street, Syracuse, New York, 13202

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
65	RR-067A	67	0.387	28.2	46.3	25.6	NAD	NAD
Location: Roof - Rolled Roofing (Gray)								
66	RR-067B	67	0.281	35.2	54.1	10.7	NAD	NAD
Location: Roof - Rolled Roofing (Gray)								
67	EL-068A	68	---	---	---	---	Chrysotile 12.9	NA
Location: Penthouse, Elevator Room - Electrical Board (Gray)								
68	EL-068B	68	---	---	---	---	NA/PS	NA
Location: Penthouse, Elevator Room - Electrical Board (Gray)								

Analyzed by: Aleksandr Barengolts ; Date Analyzed 4/25/2016

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); NVLAP 200546-0, NYSDOH ELAP Lab 11480, AIHA Lab 102843.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

Reviewed By: _____



AmeriSci New York

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Asbestos & Environmental Consulting C
Attn: Bryan Bowers
6308 Fly Road

East Syracuse, NY 13057

Date Received 04/21/16 **AmeriSci Job #** 216043499
Date Examined 04/25/16 **P.O. #**
ELAP # 11480 **Page** 1 of 12
RE: 16-100; BBL Construction; Addis Building, 449 South Salina
Street, Syrause, New York, 13202

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FT-037A 37	216043499-01 Location: 2nd Floor, Bathroom - 12" Floor Tile (Pink)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Pink, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 3.5 %			
FT-037B 37	216043499-02 Location: 2nd Floor, Bathroom - 12" Floor Tile (Pink)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Pink, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 3.8 %			
FTM-38A 38	216043499-03 Location: 2nd Floor, Bathroom - Floor Tile Mastic (Tan)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 25 %			
FTM-38B 38	216043499-04 Location: 2nd Floor, Bathroom - Floor Tile Mastic (Tan)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 27.2 %			
MAS-039A 39	216043499-05 Location: 2nd Floor, Bathroom - Floor Tile Mastic (Black)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 23.6 %			

Client Name: Asbestos & Environmental Consulting Corp.

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MAS-039B 39	216043499-06 Location: 2nd Floor, Bathroom - Floor Tile Mastic (Black)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
SR-040A 40	216043499-07 Location: 3rd Floor, West Offices - Sheetrock (Gray)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 5 %, Non-fibrous 95 %			
SR-040B 40	216043499-08 Location: 3rd Floor, West Offices - Sheetrock (Gray)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 3 %, Non-fibrous 97 %			
JC-041A 41	216043499-09 Location: 3rd Floor, West Offices - Joint Compound (Tan)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
JC-041B 41	216043499-10 Location: 3rd Floor, West Offices - Joint Compound (Tan)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
FT-042A 42	216043499-11 Location: 3rd Floor, East In Front Of Elevator - 12" Floor Tile (White w/ Black Dots)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: White/Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 12.7 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report16-100; BBL Construction; Addis Building, 449 South Salina
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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FT-042B 42	216043499-12 Location: 3rd Floor, East In Front Of Elevator - 12" Floor Tile (White w/ Black Dots)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: White/Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 11.7 %			
CMAS-043A 43	216043499-13 Location: 3rd Floor, West Offices - Ceiling Mastic Pucks (Brown/Tan)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Brown/Tan, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 41.4 %			
CMAS-043B 43	216043499-14 Location: 3rd Floor, West Offices - Ceiling Mastic Pucks (Brown/Tan)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Brown/Tan, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 38.2 %			
CLK-044A 44	216043499-15 Location: Store Front, Exterior Window - Ext. Window Caulk (Gray/Tan)	Yes	5.4 % ¹ (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Grey/Tan, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 4.1 %, Anthophyllite 1.4 %			
Other Material: Non-fibrous 50.2 %			
CLK-044B 44	216043499-16 Location: Store Front, Exterior Window - Ext. Window Caulk (Gray/Tan)		NA/PS
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			
FCEM-045A 45	216043499-17 Location: Store Front, Foundation - Foundation Cement (Black)	Yes	6.1 % ¹ (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 6.1 %			
Other Material: Non-fibrous 25.8 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report16-100; BBL Construction; Addis Building, 449 South Salina
Street, Syracuse, New York, 13202

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FCEM-045B 45	216043499-18 Location: Store Front, Foundation - Foundation Cement (Black)		NAP/PS
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			
MTR-046A 46	216043499-19 Location: Store Front, Between Stone Blocks - Mortar (Gray)	No	NAD (by NYS ELAP 198.1) by Bella J. Chemis on 04/25/16
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
MTR-046B 46	216043499-20 Location: Store Front, Between Stone Blocks - Mortar (Gray)	No	NAD (by NYS ELAP 198.1) by Bella J. Chemis on 04/25/16
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
CLK-047A 47	216043499-21 Location: 4th Floor, Ext. Window - Window Caulk (Gray)	No	NAD (by NYS ELAP 198.6) by Bella J. Chemis on 04/25/16
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 34.7 %			
CLK-047B 47	216043499-22 Location: 4th Floor, Ext. Window - Window Caulk (Gray)	No	NAD (by NYS ELAP 198.6) by Bella J. Chemis on 04/25/16
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 44.1 %			
SR-048A 48	216043499-23 Location: 4th Floor, Wall - Sheetrock (White)	No	NAD (by NYS ELAP 198.1) by Bella J. Chemis on 04/25/16
Analyst Description: White, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 8 %, Non-fibrous 92 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report16-100; BBL Construction; Addis Building, 449 South Salina
Street, Syracuse, New York, 13202

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
SR-048B 48	216043499-24 Location: 4th Floor, Wall - Sheetrock (White)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: White, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 10 %, Non-fibrous 90 %			
JC-049A 49	216043499-25 Location: 4th Floor, Wall - Joint Compound (Tan)	Yes	2.3 % (EPA 400 PC) by Bella J. Chernis on 04/25/16
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 2.3 %			
Other Material: Cellulose 3 %, Non-fibrous 94.7 %			
JC-049B 49	216043499-26 Location: 4th Floor, Wall - Joint Compound (Tan)		NA/PS
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			
GLZ-050A 50	216043499-27 Location: 4th Floor, Window Exterior Side - Window Glazing Compound (Gray)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 7.6 %			
GLZ-050B 50	216043499-28 Location: 4th Floor, Window Exterior Side - Window Glazing Compound (Gray)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 8.7 %			
MAS-051A 51	216043499-29 Location: 4th Floor, Wood Trim - Wood Trim Mastic (Tan)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 4 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
MAS-051B 51	216043499-30 Location: 4th Floor, Wood Trim - Wood Trim Mastic (Tan)	No	NAD (by NYS ELAP 198.6) by Bella J. Chemis on 04/25/16
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 8.8 %			
CBM-052A 52	216043499-31 Location: 4th Floor, Backside Of Plastic Cove - Cove Base Mastic (Brown)	No	NAD (by NYS ELAP 198.6) by Bella J. Chemis on 04/25/16
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 41.4 %			
CBM-052B 52	216043499-32 Location: 4th Floor, Backside Of Plastic Cove - Cove Base Mastic (Brown)	No	NAD (by NYS ELAP 198.6) by Bella J. Chemis on 04/25/16
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 43.7 %			
SFP-053A 53	216043499-33 Location: 5th Floor, Beams & Floor - Spray-On Fireproofing (Gray)	No	NAD (by NYS ELAP 198.1) by Bella J. Chemis on 04/25/16
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous glass 60 %, Non-fibrous 40 %			
SFP-053B 53	216043499-34 Location: 5th Floor, Beams & Floor - Spray-On Fireproofing (Gray)	No	NAD (by NYS ELAP 198.1) by Bella J. Chemis on 04/25/16
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous glass 60 %, Non-fibrous 40 %			
SFP-053C 53	216043499-35 Location: 5th Floor, Beams & Floor - Spray-On Fireproofing (Gray)	No	NAD (by NYS ELAP 198.1) by Bella J. Chemis on 04/25/16
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous glass 60 %, Non-fibrous 40 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report16-100; BBL Construction; Addis Building, 449 South Salina
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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
SFP-053D 53	216043499-36 Location: 5th Floor, Beams & Floor - Spray-On Fireproofing (Gray)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Fibrous glass 60 %, Non-fibrous 40 %			
SFP-053E 53	216043499-37 Location: 5th Floor, Beams & Floor - Spray-On Fireproofing (Gray)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Fibrous glass 60 %, Non-fibrous 40 %			
FPP-054A 54	216043499-38 Location: 5th Floor, Beams - Beam Pathing (White)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: White, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Fibrous glass 50 %, Non-fibrous 50 %			
FPP-054B 54	216043499-39 Location: 5th Floor, Beams - Beam Pathing (White)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: White, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Fibrous glass 50 %, Non-fibrous 50 %			
FPP-054C 54	216043499-40 Location: 5th Floor, Beams - Beam Pathing (White)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: White, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Fibrous glass 50 %, Non-fibrous 50 %			
FT-055A 55	216043499-41 Location: 5th Floor, Outside Of Bathroom - 12" Floor Tile "Stone Pattern"	Yes	6.7 % ¹ (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 6.7 %			
Other Material: Non-fibrous 30.1 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report16-100; BBL Construction; Addis Building, 449 South Salina
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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FT-055B 55	216043499-42 Location: 5th Floor, Outside Of Bathroom - 12" Floor Tile "Stone Pattern"		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
FTM-056A 56	216043499-43 Location: 5th Floor, Outside Of Bathroom - Floor Tile Mastic (Black)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 5.6 %			
FTM-056B 56	216043499-44 Location: 5th Floor, Outside Of Bathroom - Floor Tile Mastic (Black)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 6.1 %			
ACT-057A 57	216043499-45 Location: 5th Floor, Stack Near Vault - 2 X 4 Pinhole Fissure Ceiling Tile	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Beige, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 34.8 %			
ACT-057B 57	216043499-46 Location: 5th Floor, Stack Near Vault - 2 X 4 Pinhole Fissure Ceiling Tile	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Beige, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 34.2 %			
CTG-058A 58	216043499-47 Location: 5th Floor, West Bathroom - Ceramic Wall Tile Grout (White)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: White, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report

16-100; BBL Construction; Addis Building, 449 South Salina
Street, Syrause, New York, 13202

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
CTG-058B 58	216043499-48 Location: 5th Floor, West Bathroom - Ceramic Wall Tile Grout (White)	No	NAD (by NYS ELAP 198.1) by Bella J. Chemis on 04/25/16
Analyst Description: White, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
CTM-059A 59	216043499-49 Location: 5th Floor, West Bathroom - Ceramic Wall Tile Mastic (Brown)	No	NAD (by NYS ELAP 198.6) by Bella J. Chemis on 04/25/16
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 23.2 %			
CTM-059B 59	216043499-50 Location: 5th Floor, West Bathroom - Ceramic Wall Tile Mastic (Brown)	No	NAD (by NYS ELAP 198.6) by Bella J. Chemis on 04/25/16
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 17.6 %			
CTG-060A 60	216043499-51 Location: 5th Floor, West Bathroom - Ceramic Floor Tile Grout (White)	No	NAD (by NYS ELAP 198.1) by Bella J. Chemis on 04/25/16
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
CTG-060B 60	216043499-52 Location: 5th Floor, West Bathroom - Ceramic Floor Tile Grout (White)	No	NAD (by NYS ELAP 198.1) by Bella J. Chemis on 04/25/16
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
CTM-061A 61	216043499-53 Location: 5th Floor, West Bathroom - Ceramic Floor Tile Mastic (Brown)	No	NAD (by NYS ELAP 198.6) by Bella J. Chemis on 04/25/16
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 38.2 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report16-100; BBL Construction; Addis Building, 449 South Salina
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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
CTM-061B 61	216043499-54 Location: 5th Floor, West Bathroom - Ceramic Floor Tile Mastic (Brown)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 38 %			
RF-062A 62	216043499-55 Location: Roof - Roofing Field (Black)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 14.6 %			
RF-062B 62	216043499-56 Location: Roof - Roofing Field (Black)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 10.7 %			
GYP-063A 63	216043499-57 Location: Roof - Fire Gyp. Board (Gray)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: Grey/Tan, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
GYP-063B 63	216043499-58 Location: Roof - Fire Gyp. Board (Gray)	No	NAD (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: Grey/Tan, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
FLSH-064A 64	216043499-59 Location: Roof - Roof Flashing (Black)	Yes	3.7 % (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 3.7 %			
Other Material: Non-fibrous 18.3 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

16-100; BBL Construction; Addis Building, 449 South Salina Street, Syracuse, New York, 13202

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FLSH-064B 64	216043499-60 Location: Roof - Roof Flashing (Black)		NA/PS
<p>Analyst Description: Bulk Material Asbestos Types: Other Material:</p>			
CEM-065A 65	216043499-61 Location: Roof - Roof Cement (Gray)	Yes	3.4 % ¹ (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
<p>Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 3.4 % Other Material: Fibrous glass 3 %, Non-fibrous 40.2 %</p>			
CEM-065B 65	216043499-62 Location: Roof - Roof Cement (Gray)		NA/PS
<p>Analyst Description: Bulk Material Asbestos Types: Other Material:</p>			
CWM-066A 66	216043499-63 Location: 5th Floor, Vault Wall - Cork Wall Mastic (Black)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
<p>Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 1 %</p>			
CWM-066B 66	216043499-64 Location: 5th Floor, Vault Wall - Cork Wall Mastic (Black)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
<p>Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 1.5 %</p>			
RR-067A 67	216043499-65 Location: Roof - Rolled Roofing (Gray)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
<p>Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 25.6 %</p>			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report

16-100; BBL Construction; Addis Building, 449 South Salina Street, Syrause, New York, 13202

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
RR-067B 67	216043499-66 Location: Roof - Rolled Roofing (Gray)	No	NAD (by NYS ELAP 198.6) by Bella J. Chernis on 04/25/16
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 10.7 %			
EL-068A 68	216043499-67 Location: Penthouse, Elevator Room - Electrical Board (Gray)	Yes	12.9 % (by NYS ELAP 198.1) by Bella J. Chernis on 04/25/16
Analyst Description: White/Grey, Homogeneous, Fibrous, Bulk Material			
Asbestos Types: Chrysotile 12.9 %			
Other Material: Fibrous glass 15 %, Non-fibrous 72.1 %			
EL-068B 68	216043499-68 Location: Penthouse, Elevator Room - Electrical Board (Gray)		NAPS
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			

Reporting Notes:

(1) Sample prepared for analysis by ELAP 198.6 method

Analyzed by: Bella J. Chernis



*NAD/NSD =no asbestos detected; NA =not analyzed; NAPS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples or EPA 400 pt ct by EPA 600/M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA-LAP, LLC Lab ID 102843, RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054.

Reviewed By: _____ END OF REPORT _____



Asbestos Bulk Sample Chain of Custody

Project No. 16-100
 Client BBL CONSTRUCTION
 Address ADDIS BUILDING
449 SOUTH SALINA STREET
SYRACUSE, NEW YORK 13202

AECC Contact: Bryan Bowers
 Office Phone: 315-432-9400
 Office Fax: 315-432-9405
 E-mail: labdata@aecgroup.com

Sample ID	Location	Description
FT - 037AB	2ND FLOOR - BA HALLWAY	12" FLOOR TILE (PINK)
FTM - 038AB	2ND FLOOR - BA HALLWAY	FLOOR TILE MASTIC (TAN)
MAS - 039AB	2ND FLOOR - BA HALLWAY	FLOOR TILE MASTIC (BLACK)
SR - 040AB	3RD FLOOR - WEST OFFICES	SHEETROCK (GRAY)
JC - 041AB	3RD FLOOR - WEST OFFICES	JOINT COMPOUND (TAN)
FT - 042AB	3RD FLOOR - EAST IN FRONT ELEVATOR	12" FLOOR TILE (WHITE W/BLACK DOTS)
CMAS - 043AB	3RD FLOOR - WEST OFFICES	CEILING MASTIC ROCKS (BROWN/TAN)
CLK - 044A,B	STORE FRONT - EX. EXTERIOR WINDOW	EXT. WINDOW CAULK (GRAY/TAN)
FCEM - 045A,B	STORE FRONT - EX. PATIO	FOUNDATION CONCRETE (BLACK)
MTR - 046A,B	STORE FRONT - BETWEEN STONE BLOCKS	MORTAR (GRAY)
CLK - 047A,B	4TH FLOOR - EX. WINDOW	WINDOW CAULK (GRAY)
SR - 048A,B	4TH FLOOR - WALL	SHEETROCK (WHITE)
JC - 049A,B	4TH FLOOR - WALL	JOINT COMPOUND (TAN)
GLZ - 050A,B	4TH FLOOR - WINDOW EXTERIOR SIDE	WINDOW GLAZING COMPOUND (GRAY)
MAS - 051A,B	4TH FLOOR - WOOD TRIM	WOOD TRIM MASTIC (TAN)
CEM - 052A,B	4TH FLOOR - BACKSIDE OF PLASTIC CONE	CONCRETE MASTIC (BROWN)
SFP - 053A-E	5TH FLOOR - BEAM & FLOOR	SIGNATURE FIREPROOFING (GRAY)
FPP - 054A,B,C	5TH FLOOR - BEAM	BEAM PAINTING (WHITE)

- Analyzing Sequence:
- 1 - Separate layers/mastics for individual analysis, if applicable.
 - 2 - Determine method of analysis for PLM (198.1 or 198.6).
 - 3 - If the PLM NOB result is equal to or greater than 1% asbestos, testing of material is complete.
 If the PLM NOB result is less than 1% asbestos, please analyze utilizing TEM.
 - 4 - If submitted in series (A, B, C), please stop at first positive.
 - 5 - Report results as % Asbestos via e-mail.

#216043499

Sample Turnaround Time: 5 days Verbal To: _____ Phone: _____

Sampled By: <u>[Signature]</u>	Date: <u>4/19/16</u>
Shipped By: <u>[Signature]</u>	Date: _____
Received By Lab: <u>[Signature]</u>	Date: <u>4/21/16</u> <u>1100</u>
Results e-mailed By: _____	Date: _____

ATTACHMENT C

LEAD PAINT CHIP SAMPLE LABORATORY RESULTS



Customer: Asbestos & Environmental Consulting Corp. (4307)
Address: 6308 Fly Road
East Syracuse, NY 13057

Order #: 166412

Matrix Paint
Received 04/21/16
Analyzed 04/22/16
Reported 04/22/16

Attn:
Project: 449 S Salina St
Location: Syracuse, NY
Number: 16-100

PO Number:

Sample ID	Cust. Sample ID	Location	Sample Date	Weight			
Parameter		Method		Total µg	% / Wt.	Conc.	RL*
166412-001	PAINT-001	Back Stairwell Wall	04/18/16	345 mg			
Lead		EPA 7000B / 3050B		563 µg	0.163 %	1630 mg/kg	58.0 mg/kg
166412-002	PAINT-002	Back Room Wall	04/18/16	312 mg			
Lead		EPA 7000B / 3050B		<10.0 µg	<0.00321 %	<32.1 mg/kg	32.1 mg/kg
166412-003	PAINT-003	Elevator Door	04/18/16	322 mg			
Lead		EPA 7000B / 3050B		585 µg	0.182 %	1820 mg/kg	62.1 mg/kg
166412-004	PAINT-004	Basement Bathrm Wall	04/18/16	315 mg			
Lead		EPA 7000B / 3050B		8580 µg	2.72 %	27200 mg/kg	794 mg/kg
166412-005	PAINT-005	Basement Wall	04/18/16	317 mg			
Lead		EPA 7000B / 3050B		1530 µg	0.482 %	4820 mg/kg	158 mg/kg
166412-006	PAINT-006	Basement Wall	04/18/16	304 mg			
Lead		EPA 7000B / 3050B		1260 µg	0.413 %	4130 mg/kg	164 mg/kg
166412-007	PAINT-007	Basement Steel Beam	04/18/16	327 mg			
Lead		EPA 7000B / 3050B		2720 µg	0.831 %	8310 mg/kg	306 mg/kg
166412-008	PAINT-008	Half Level Wall	04/18/16	328 mg			
Lead		EPA 7000B / 3050B		1430 µg	0.437 %	4370 mg/kg	152 mg/kg
166412-009	PAINT-009	Half Level Wall	04/18/16	329 mg			
Lead		EPA 7000B / 3050B		1990 µg	0.604 %	6040 mg/kg	152 mg/kg
166412-010	PAINT-010	3rd Floor Wood Half Wall	04/18/16	327 mg			
Lead		EPA 7000B / 3050B		<10.0 µg	<0.00306 %	<30.6 mg/kg	30.6 mg/kg
166412-011	PAINT-011	Exterior Brick Wall	04/18/16	333 mg			
Lead		EPA 7000B / 3050B		8530 µg	2.56 %	25600 mg/kg	751 mg/kg
166412-012	PAINT-012	4th Floor Wall	04/18/16	329 mg			
Lead		EPA 7000B / 3050B		1730 µg	0.527 %	5270 mg/kg	152 mg/kg
166412-013	PAINT-013	4th Floor Door Frame	04/18/16	301 mg			
Lead		EPA 7000B / 3050B		1920 µg	0.639 %	6390 mg/kg	166 mg/kg

Minimum reporting limit: 10.0 µg. Lead Based Paint contains 0.5% lead by weight per Federal statute. The OSHA Lead in Construction Standard, 29 CFR 1926.62, is invoked if any lead is present in the sample. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted.



Customer: Asbestos & Environmental Consulting Corp. (4307)
Address: 6308 Fly Road
East Syracuse, NY 13057

Order #: 166412

Attn:
Project: 449 S Salina St
Location: Syracuse, NY
Number: 16-100

Matrix Paint
Received 04/21/16
Analyzed 04/22/16
Reported 04/22/16

PO Number:

Sample ID	Cust. Sample ID	Location	Sample Date	Weight			
Parameter		Method		Total µg	% / Wt.	Conc.	RL*
166412-014	PAINT-014	4th Floor Wall	04/18/16	329 mg			
Lead		EPA 7000B / 3050B		6520 µg	1.98 %	19800 mg/kg	760 mg/kg
166412-015	PAINT-015	Penthouse Wall	04/18/16	308 mg			
Lead		EPA 7000B / 3050B		2910 µg	0.944 %	9440 mg/kg	325 mg/kg

Analyst: OHE
166412-04/22/16 04:10 PM

Abisola O Kasali

Reviewed By: **Abisola Kasali**
Metals Supervisor

Minimum reporting limit: 10.0 µg. Lead Based Paint contains 0.5% lead by weight per Federal statute. The OSHA Lead in Construction Standard, 29 CFR 1926.62, is invoked if any lead is present in the sample. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted.



LEAD IN BULK SAMPLE CHAIN OF CUSTODY

Project Number 16-100
Client BBL CONSTRUCTION
Address ADRI'S BUILDING
449 S. SALINA ST
SYRACUSE NY

AECC Contact Name: Bryan Bowers
Office Number: 315-432-9400
Fax Number: 315-432-9405
Email: labdata@aeccgroupp.com

Table with 4 columns: SAMPLE ID, LOCATION, DESCRIPTION, ANALYSIS REQUIRED. Contains 15 rows of paint sample data.



V:\166\166412

Reporting Information: e-mail - (labdata@aeccgroupp.com)

Sample Turnaround Time: 5 DAY Verbal To: Phone:

Table with 2 columns: Action (Sampled, Shipped, Received, Results e-mailed) and Date/Time.

W's 2036 R

ATTACHMENT D
PCB CAULK SAMPLE LABORATORY RESULTS



Customer: Asbestos & Environmental Consulting Corp. (4307)
Address: 6308 Fly Road
East Syracuse, NY 13057

Order #: 166411

Matrix Bulk
Received 04/21/16
Reported 04/28/16

Attn:
Project: 449 S. Salina St
Location: Syracuse, New York
Number: 16-100

PO Number:

Sample ID	Cust. Sample ID	Location	Result	RL*	Units	Analysis Date	Analyst
Parameter		Method					
166411-001	CLK-044P	Store Front Window					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A	<398	398	µg/Kg	04/27/16	BRW
Aroclor - 1221		SW846 8082A	<398	398	µg/Kg	04/27/16	BRW
Aroclor - 1232		SW846 8082A	<398	398	µg/Kg	04/27/16	BRW
Aroclor - 1242		SW846 8082A	<398	398	µg/Kg	04/27/16	BRW
Aroclor - 1248		SW846 8082A	<398	398	µg/Kg	04/27/16	BRW
Aroclor - 1254		SW846 8082A	<398	398	µg/Kg	04/27/16	BRW
Aroclor - 1260		SW846 8082A	<398	398	µg/Kg	04/27/16	BRW
Aroclor - 1262		SW846 8082A	<398	398	µg/Kg	04/27/16	BRW
Aroclor - 1268		SW846 8082A	<398	398	µg/Kg	04/27/16	BRW
PCB - Surrogate Recoveries							
DCB		MI					
TCMX		54%					
166411-002	CLK-047P	4th Floor Ext Window					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A	<402	402	µg/Kg	04/27/16	BRW
Aroclor - 1221		SW846 8082A	<402	402	µg/Kg	04/27/16	BRW
Aroclor - 1232		SW846 8082A	<402	402	µg/Kg	04/27/16	BRW
Aroclor - 1242		SW846 8082A	<402	402	µg/Kg	04/27/16	BRW
Aroclor - 1248		SW846 8082A	<402	402	µg/Kg	04/27/16	BRW
Aroclor - 1254		SW846 8082A	1060	402	µg/Kg	04/27/16	BRW
Aroclor - 1260		SW846 8082A	<402	402	µg/Kg	04/27/16	BRW
Aroclor - 1262		SW846 8082A	<402	402	µg/Kg	04/27/16	BRW
Aroclor - 1268		SW846 8082A	<402	402	µg/Kg	04/27/16	BRW
PCB - Surrogate Recoveries							
DCB		MI					
TCMX		MI					

All internal QC parameters were met. Unusual sample conditions, if any, are described. Surrogate Spike results designated with "D" indicate that the analyte was diluted out. "MI" indicates matrix interference. Concentration and *Reporting Limit (RL) based on areas provided by client. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted.



Customer: Asbestos & Environmental Consulting Corp. (4307)
Address: 6308 Fly Road
East Syracuse, NY 13057

Order #:	166411
-----------------	--------

Matrix Bulk
Received 04/21/16
Reported 04/28/16

Attn:
Project: 449 S. Salina St
Location: Syracuse, New York
Number: 16-100

PO Number:

Sample ID	Cust. Sample ID	Location	Result	RL*	Units	Analysis Date	Analyst
Parameter		Method					

166411-04/28/16 10:45 AM



Reviewed By: **Thoria Nadiem**
Organics Analyst

Certifications

Parameter	Method	Matrix	CT	NY	RI	VA
Aroclor - 1016	SW846 8082A	Bulk	X	X	X	X
Aroclor - 1221	SW846 8082A	Bulk	X	X	X	X
Aroclor - 1232	SW846 8082A	Bulk	X	X	X	X
Aroclor - 1242	SW846 8082A	Bulk	X	X	X	X
Aroclor - 1248	SW846 8082A	Bulk	X	X	X	X
Aroclor - 1254	SW846 8082A	Bulk	X	X	X	X
Aroclor - 1260	SW846 8082A	Bulk	X	X	X	X
Aroclor - 1262	SW846 8082A	Bulk	X	X	X	X
Aroclor - 1268	SW846 8082A	Bulk	X	X	X	X

Key

State	Regulatory Agency - Lab ID	Certificate Number
CT	CT DPH	PH-0118
NY	NYELAP-11413	54668
RI	RIDOH	LAO00084
VA	Virginia DCLS/DEQ - 460135	8257

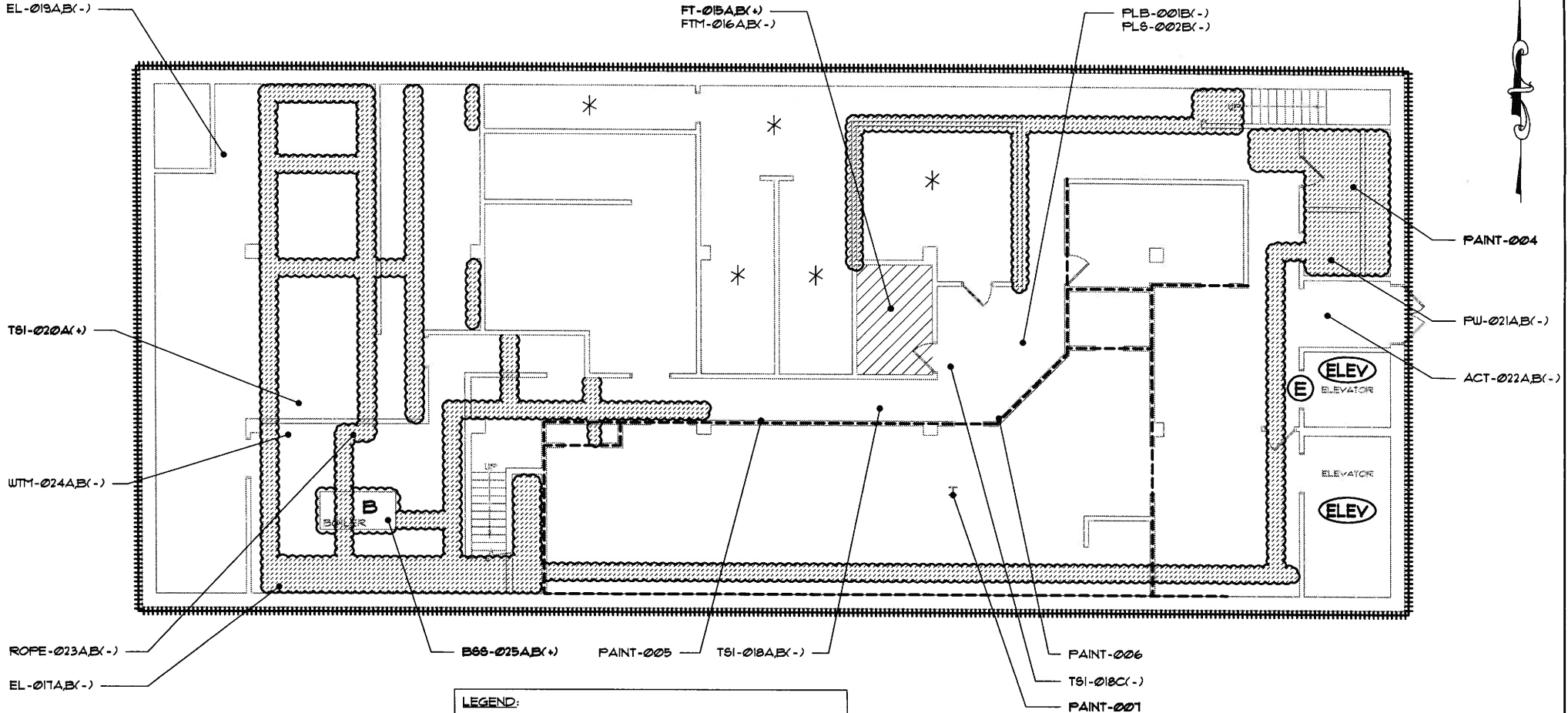
'X' indicates that the analyte is accredited.

If your state is not listed above, call laboratory for accreditation/certification information.

All internal QC parameters were met. Unusual sample conditions, if any, are described. Surrogate Spike results designated with "D" indicate that the analyte was diluted out. "MI" indicates matrix interference. Concentration and *Reporting Limit (RL) based on areas provided by client. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted.

ATTACHMENT E

FIGURES 1 - 9



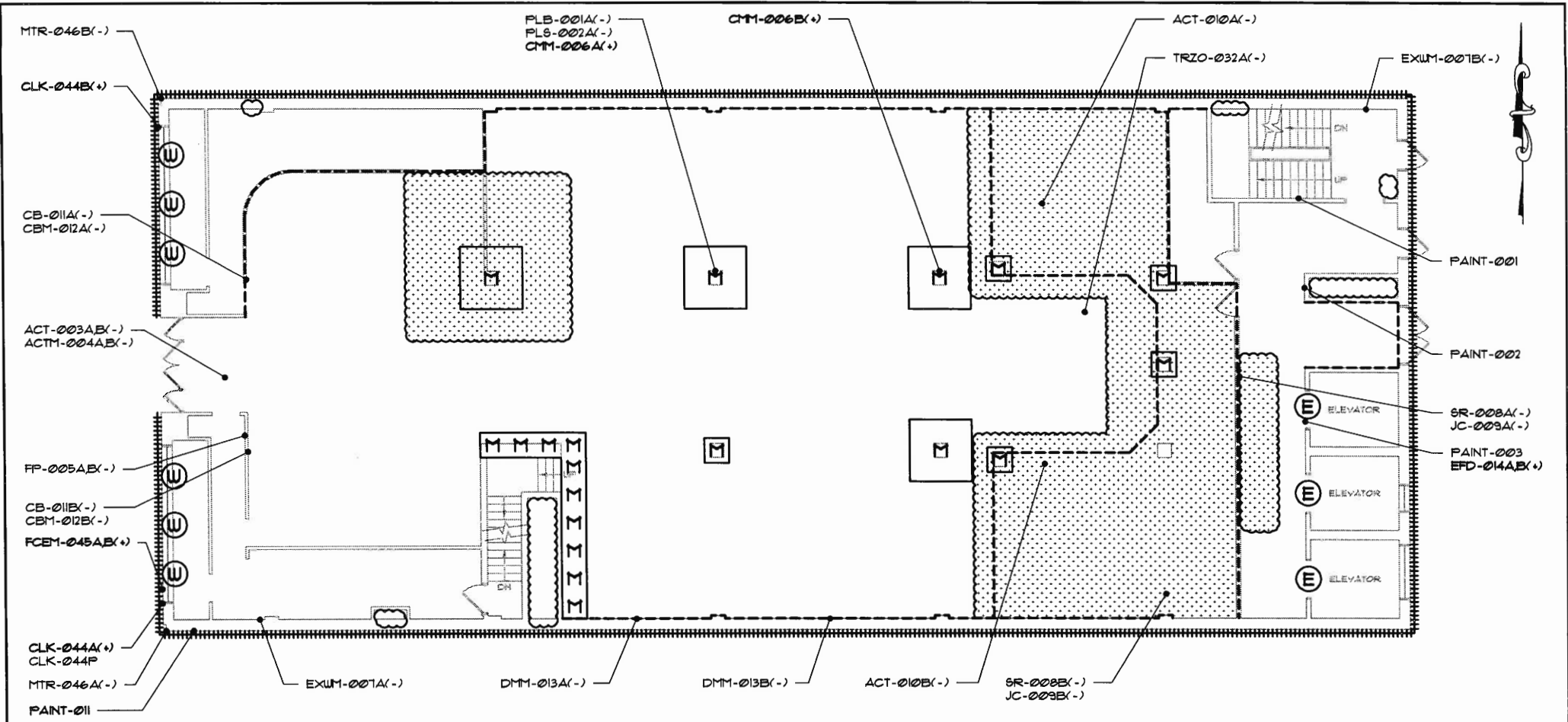
LEGEND:

	ASBESTOS-CONTAINING PIPE/PIPE FITTING INSULATION AND ASSOCIATED DEBRIS
	ASBESTOS-CONTAINING FLOOR TILE AND ASSOCIATED DEBRIS
	ASBESTOS-CONTAINING ELEVATOR DOOR INSULATION
	ASBESTOS-CONTAINING JOINT COMPOUND AND ASSOCIATED SHEETROCK
	ASBESTOS-CONTAINING FOUNDATION CEMENT
	ASBESTOS-CONTAINING BOILER SEAM SEALANT AND PRESUMED ASBESTOS-CONTAINING BOILER COMPONENTS
	PRESUMED ASBESTOS-CONTAINING ELEVATOR COMPONENTS

* NOTE: ASBESTOS-CONTAINING MATERIALS, ESPECIALLY PIPE/PIPE FITTING INSULATION, MAY BE PRESENT ABOVE HARD CEILINGS. FURTHER INVESTIGATION IS RECOMMENDED, PRIOR TO ANY RENOVATION ACTIVITIES.








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 AEOCC Asbestos & Environmental Consulting Corporation 6308 Fly Road East Syracuse, NY 13057	PROJECT NO. 16-100	Addis Building 449 South Salina Street Syracuse, New York 13202 Basement Floor Plan	FIGURE
	DRAWN: MAY 2016		Limited Hazardous Material Pre-Renovation Survey
	DRAWN BY: HS		
	CHECKED BY: BB		

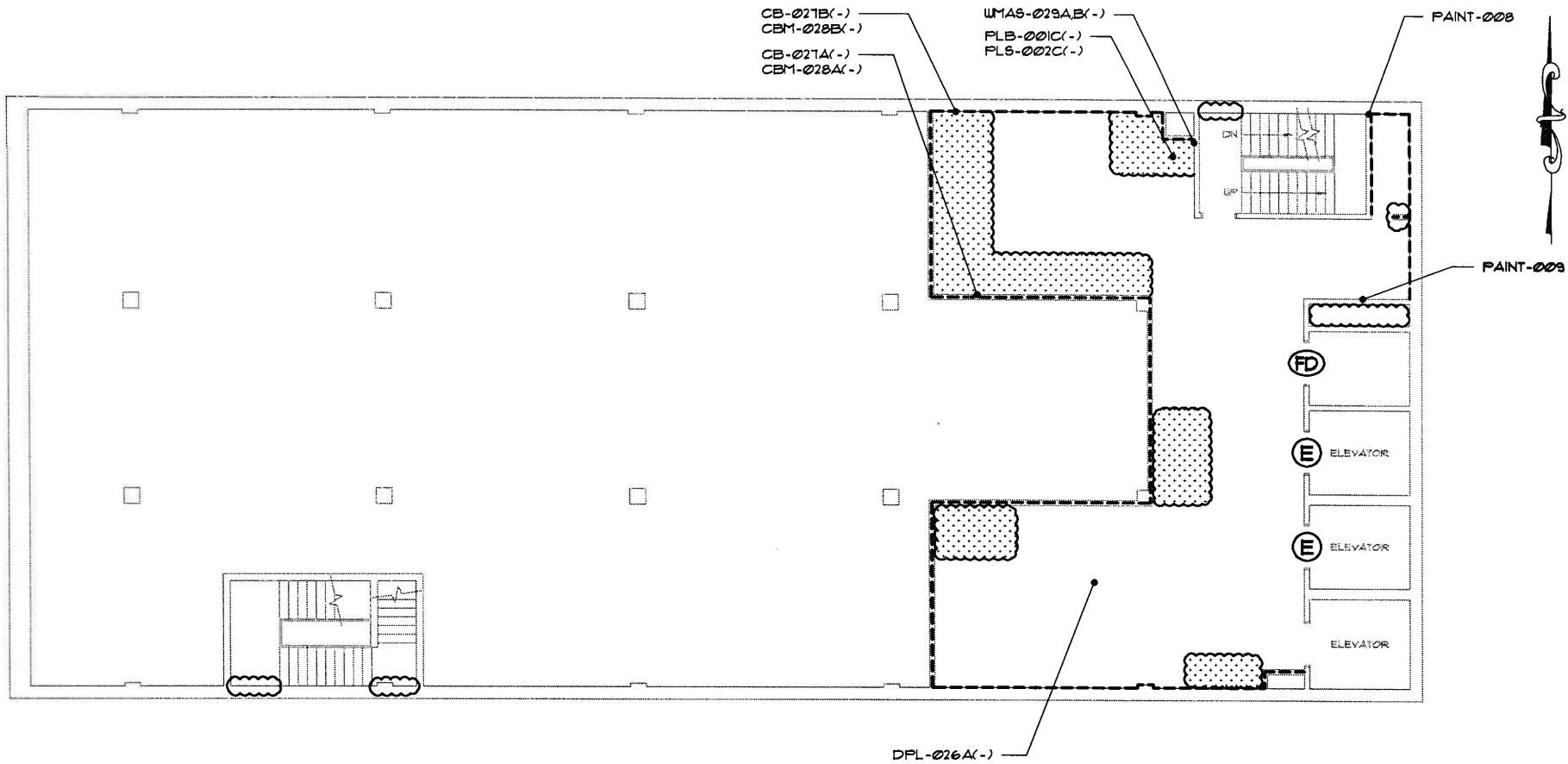


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


LEGEND:

	ASBESTOS-CONTAINING PIPE/PIPE FITTING INSULATION
	ASBESTOS-CONTAINING WINDOW CAULK
	ASBESTOS-CONTAINING ELEVATOR DOOR INSULATION
	ASBESTOS-CONTAINING MIRROR MASTIC AND ASSOCIATED DEBRIS
	ASBESTOS-CONTAINING JOINT COMPOUND AND ASSOCIATED SHEETROCK
	ASBESTOS-CONTAINING JOINT COMPOUND AND ASSOCIATED SHEETROCK DEBRIS
	ASBESTOS-CONTAINING FOUNDATION CEMENT

 Asbestos & Environmental Consulting Corporation 6308 Fly Road East Syracuse, NY 13057	PROJECT NO. 16-100	Addis Building 449 South Salina Street Syracuse, New York 13202 First Floor Plan	FIGURE 2
	DRAWN: MAY 2016		
	DRAWN BY: HS	Limited Hazardous Material Pre-Renovation Survey	
	CHECKED BY: BB		



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LEGEND:	
	ASBESTOS-CONTAINING PIPE/PIPE FITTING INSULATION
	ASBESTOS-CONTAINING ELEVATOR DOOR INSULATION
	ASBESTOS-CONTAINING JOINT COMPOUND AND ASSOCIATED SHEETROCK
	ASBESTOS-CONTAINING JOINT COMPOUND AND ASSOCIATED SHEETROCK DEBRIS
	PRESUMED ASBESTOS-CONTAINING FIRE DOOR INSULATION



Asbestos & Environmental Consulting Corporation

6308 Fly Road
East Syracuse, NY 13057

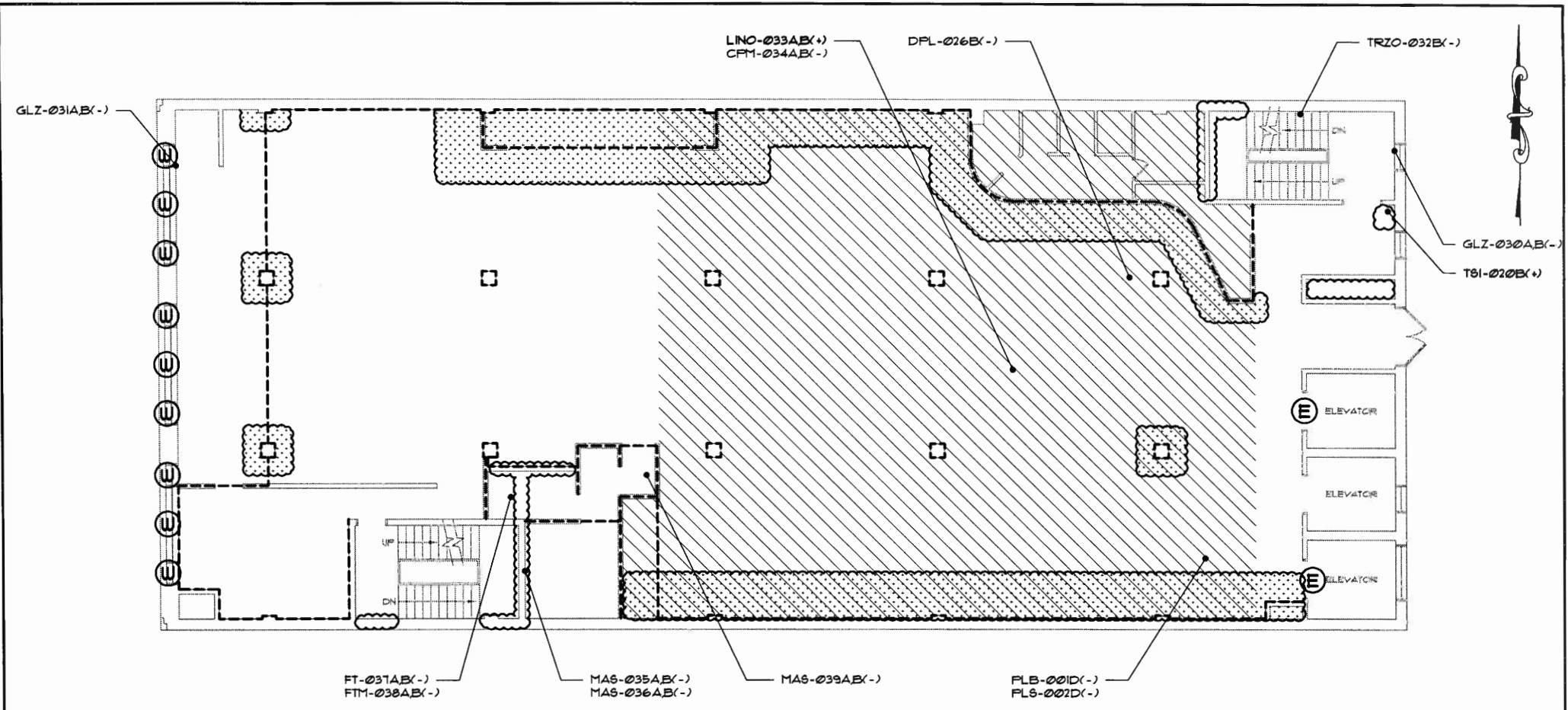
PROJECT NO.	16-100
DRAWN:	MAY 2016
DRAWN BY:	HS
CHECKED BY:	BB

Addis Building
449 South Salina Street
Syracuse, New York 13202
First Floor Mezzanine Plan







Limited Hazardous Material Pre-Renovation Survey

FIGURE


3

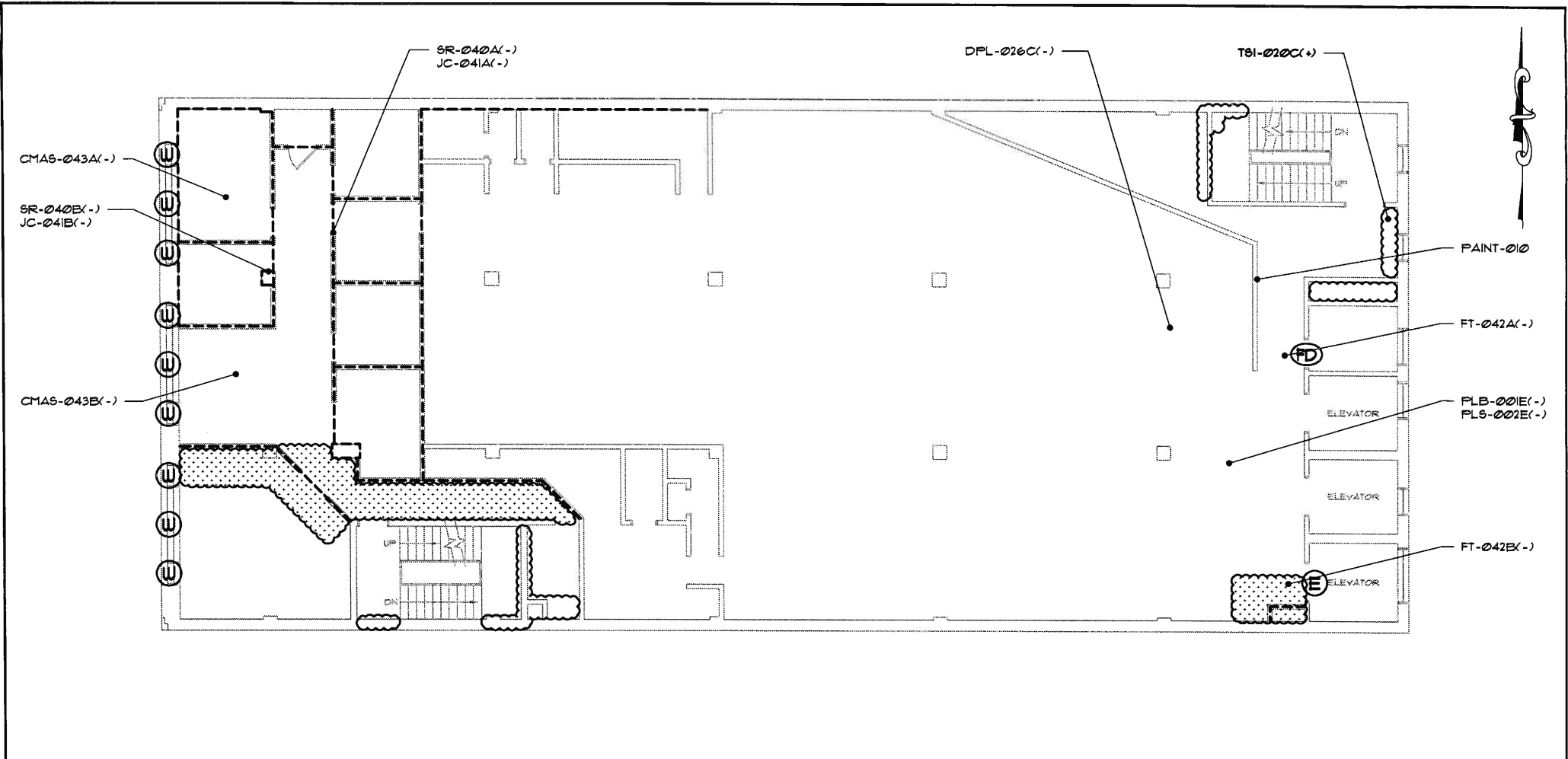


LEGEND:







	ASBESTOS-CONTAINING PIPE/PIPE FITTING INSULATION
	ASBESTOS-CONTAINING LINOLEUM FLOORING (INCLUDING ALL BACKING MATERIAL, GLUES, LAYERS, MASTICS, ETC.)
	ASBESTOS-CONTAINING WINDOW CAULK
	ASBESTOS-CONTAINING ELEVATOR DOOR INSULATION
	ASBESTOS-CONTAINING JOINT COMPOUND AND ASSOCIATED SHEETROCK
	ASBESTOS-CONTAINING JOINT COMPOUND AND ASSOCIATED SHEETROCK DEBRIS

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 Asbestos & Environmental Consulting Corporation 6308 Fly Road East Syracuse, NY 13057	PROJECT NO. 16-100	Addis Building 449 South Salina Street Syracuse, New York 13202 Second Floor Plan	FIGURE 4
	DRAWN: MAY 2016		
	DRAWN BY: HS	Limited Hazardous Material Pre-Renovation Survey	
	CHECKED BY: BB		

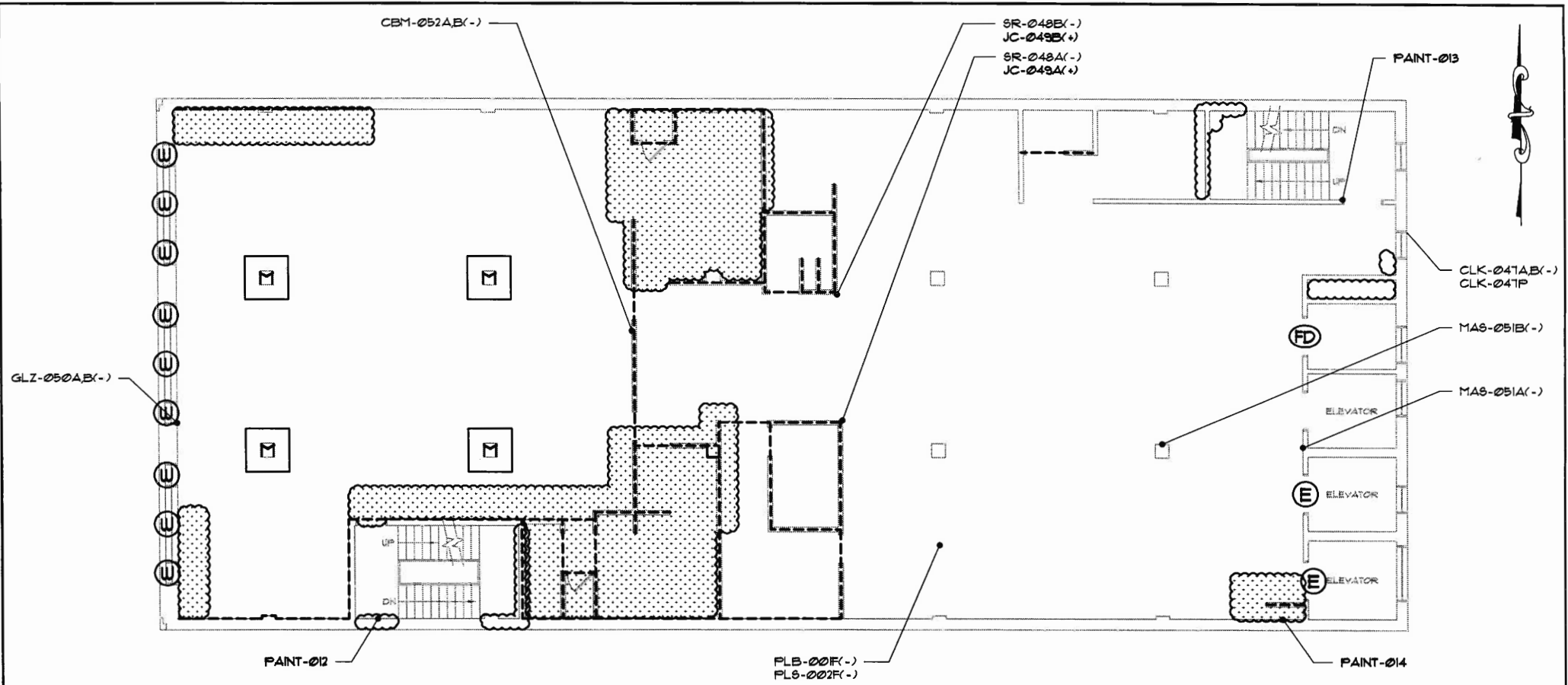


LEGEND:

	ASBESTOS-CONTAINING PIPE/PIPE FITTING INSULATION
	ASBESTOS-CONTAINING WINDOW CAULK
	ASBESTOS-CONTAINING ELEVATOR DOOR INSULATION
	ASBESTOS-CONTAINING JOINT COMPOUND AND ASSOCIATED SHEETROCK
	ASBESTOS-CONTAINING JOINT COMPOUND AND ASSOCIATED SHEETROCK DEBRIS
	PRESUMED ASBESTOS-CONTAINING FIRE DOOR INSULATION








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 Asbestos & Environmental Consulting Corporation 6308 Fly Road East Syracuse, NY 13057	PROJECT NO. 16-100	Addis Building 449 South Salina Street Syracuse, New York 13202 Third Floor Plan	FIGURE
	DRAWN: MAY 2016		Limited Hazardous Material Pre-Renovation Survey
DRAWN BY: HS	CHECKED BY: BB		

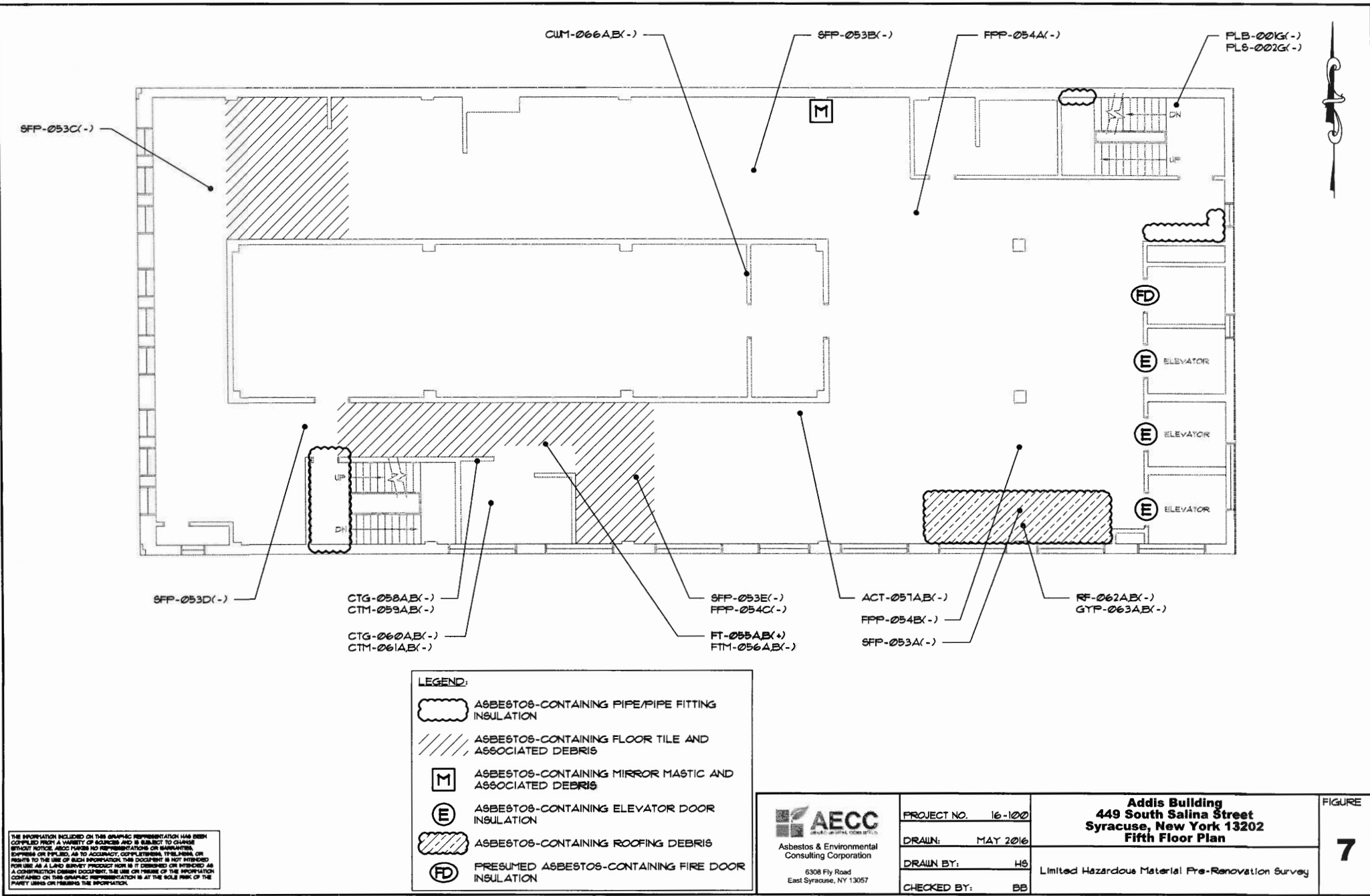


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LEGEND:







	ASBESTOS-CONTAINING PIPE/PIPE FITTING INSULATION
	ASBESTOS-CONTAINING WINDOW CAULK
	ASBESTOS-CONTAINING ELEVATOR DOOR INSULATION
	ASBESTOS-CONTAINING MIRROR MASTIC AND ASSOCIATED DEBRIS
	ASBESTOS-CONTAINING JOINT COMPOUND AND ASSOCIATED SHEETROCK
	ASBESTOS-CONTAINING JOINT COMPOUND AND ASSOCIATED SHEETROCK DEBRIS
	PRESUMED ASBESTOS-CONTAINING FIRE DOOR INSULATION


 Asbestos & Environmental Consulting Corporation 6308 Fly Road East Syracuse, NY 13057	PROJECT NO. 16-100	Addis Building 449 South Salina Street Syracuse, New York 13202 Fourth Floor Plan	FIGURE
	DRAWN: MAY 2016		Limited Hazardous Material Pre-Renovation Survey
	DRAWN BY: HS		
	CHECKED BY: BB		

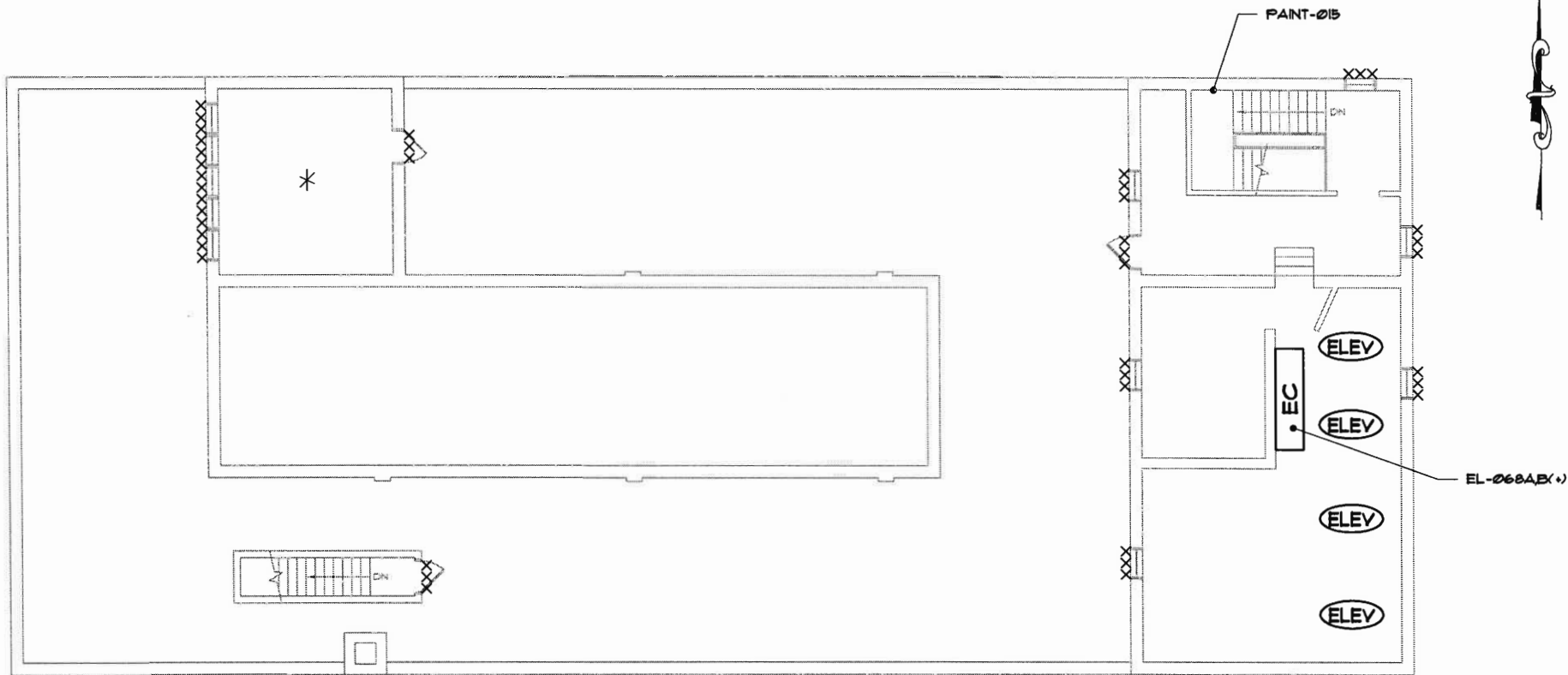


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LEGEND:

	ASBESTOS-CONTAINING PIPE/PIPE FITTING INSULATION
	ASBESTOS-CONTAINING FLOOR TILE AND ASSOCIATED DEBRIS
	ASBESTOS-CONTAINING MIRROR MASTIC AND ASSOCIATED DEBRIS
	ASBESTOS-CONTAINING ELEVATOR DOOR INSULATION
	ASBESTOS-CONTAINING ROOFING DEBRIS
	PRESUMED ASBESTOS-CONTAINING FIRE DOOR INSULATION

 Asbestos & Environmental Consulting Corporation 6308 Fly Road East Syracuse, NY 13057	PROJECT NO. 16-100	Addis Building 449 South Salina Street Syracuse, New York 13202 Fifth Floor Plan	FIGURE 7
	DRAWN: MAY 2016		
	DRAWN BY: HS	CHECKED BY: BB	Limited Hazardous Material Pre-Renovation Survey




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 CONTAINED ON THIS GRAPHIC REPRESENTATION IS AT THE SOLE RISK OF THE
 PARTY USING OR RELYING ON THE INFORMATION.

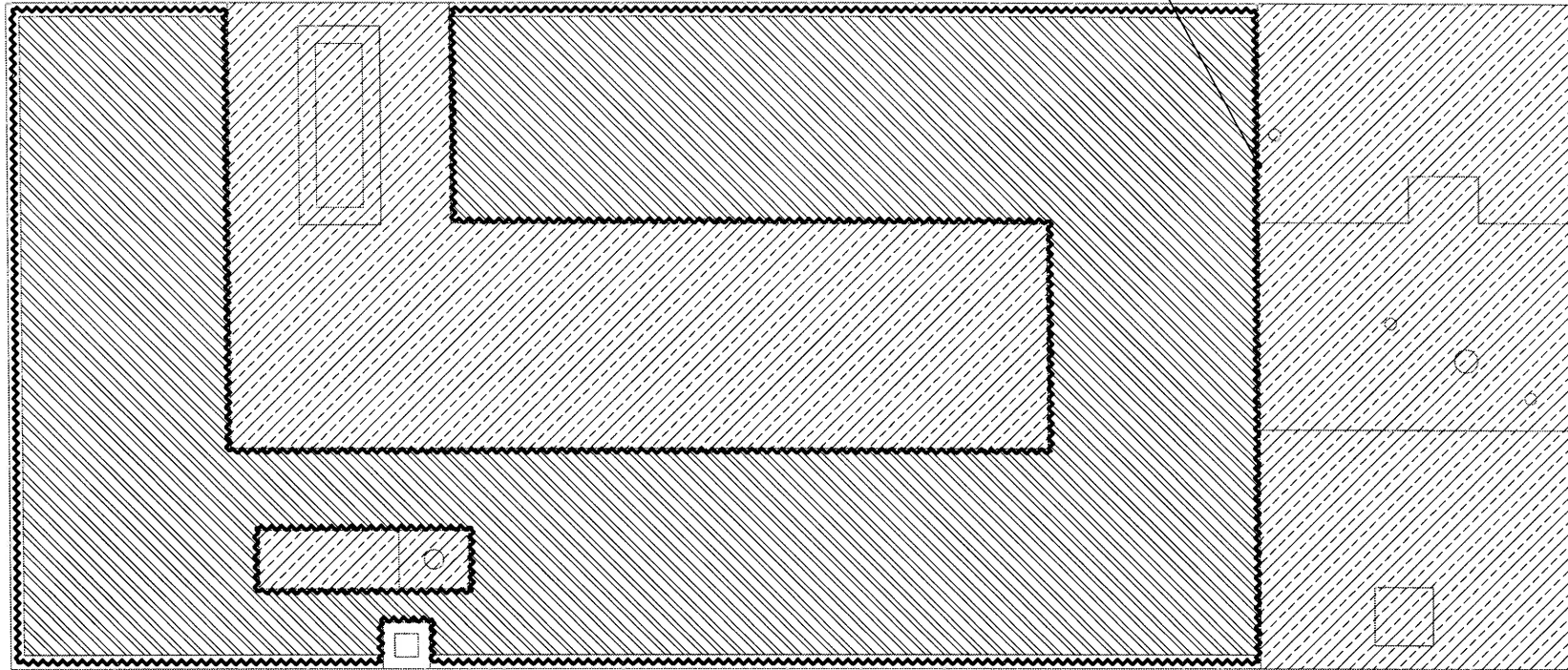
LEGEND:

XXXXXX	PRESUMED ASBESTOS-CONTAINING WINDOW, DOOR, OR LOUVER CAULK
EC	ASBESTOS-CONTAINING ELECTRICAL COMPONENTS
ELEV	PRESUMED ASBESTOS-CONTAINING ELEVATOR COMPONENTS

* NOTE: NO ACCESS AT TIME OF SURVEY DUE TO ROOFING SYSTEM IN POOR CONDITION. BUILDING MATERIALS WITHIN THIS SPACE MUST BE PRESUMED HAZARDOUS, UNTIL EXAMINED BY A CERTIFIED INDIVIDUAL AND LABORATORY RESULTS PROVE OTHERWISE.




 Asbestos & Environmental Consulting Corporation 6308 Fly Road East Syracuse, NY 13057	PROJECT NO. 16-100	Addis Building 449 South Salina Street Syracuse, New York 13202 Penthouse Plan	FIGURE
	DRAWN: MAY 2016		Limited Hazardous Material Pre-Renovation Survey
DRAWN BY: HS	CHECKED BY: BB		

FLSH-064AB(+)
 CEM-065AB(+)
 RR-061AB(-)




THE INFORMATION INCLUDED ON THIS GRAPHIC REPRESENTATION HAS BEEN COMPILED FROM A VARIETY OF SOURCES AND IS SUBJECT TO CHANGE WITHOUT NOTICE. AECG MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ACCURACY, COMPLETENESS, TIMELINESS, OR HEALTHY TO THE USE OF SUCH INFORMATION. THIS DOCUMENT IS NOT INTENDED FOR USE AS A LAND SURVEY PRODUCT NOR IS IT DESIGNED OR INTENDED AS A CONSTRUCTION DRAWING DOCUMENT. THE USE OR REUSE OF THE INFORMATION CONTAINED ON THIS GRAPHIC REPRESENTATION IS AT THE SOLE RISK OF THE PARTY USING OR REUSING THE INFORMATION.

LEGEND:

	ASBESTOS-CONTAINING ROOF FLASHINGS AND CEMENT (ALL LAYERS OF FELTS, TARS, MOPS, VAPOR BARRIERS, ETC.)
	PRESUMED ASBESTOS-CONTAINING ROOFING MATERIALS (ALL LAYERS OF FELTS, TARS, MOPS, VAPOR BARRIERS, CEMENTS, ETC.)
	PRESUMED ASBESTOS-CONTAINING SILVER ROOF COATING

NOTE: AT THE TIME OF INSPECTION, THE BUILDINGS ROOFING SYSTEM WAS IN POOR CONDITION. AS SUCH, A FULL INSPECTION OF THE ROOFING SYSTEM WAS NOT PERFORMED. TO COMPLY WITH STATE/FEDERAL REGULATIONS, THESE MATERIALS WERE DESIGNATED AS PRESUMED ASBESTOS-CONTAINING MATERIALS.

 Asbestos & Environmental Consulting Corporation 6308 Fly Road East Syracuse, NY 13057	PROJECT NO. 16-100	Addis Building 449 South Salina Street Syracuse, New York 13202 Roof Plan	FIGURE
	DRAWN: MAY 2016		Limited Hazardous Material Pre-Renovation Survey
	DRAWN BY: HS	CHECKED BY: BB	

10

CLOSING RECEIPT

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY LEASE/SUBLEASE TRANSACTION ADDIS BUILDING, LLC

CLOSING RECEIPT executed March 27, 2018 by the City of Syracuse Industrial Development Agency (the "**Agency**") and **ADDIS BUILDING, LLC** (the "**Company**") in connection with a certain project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the "**Building**") located at 449-53 South Salina Street, in the City of Syracuse, New York (the "**Land**"); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, all located on the Land (collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

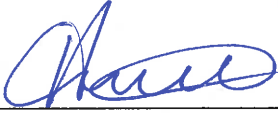
WITNESSETH:

(1) The Agency has executed, delivered, sealed and acknowledged, where appropriate, the documents to which it is a party, and acknowledges receipt from the Company of its administrative fee.

(2) The Company has executed, delivered, sealed and acknowledged, where appropriate, the documents to which it is a party.


(Signature page to Closing Receipt)

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 

Honora Spillane, Executive Director

ADDIS BUILDING, LLC

By: 

Timothy M. Lynn, Managing Member

11

City of Syracuse
Industrial Development Agency
City Hall Commons, 7th Floor
201 East Washington Street
Syracuse, NY 13202
Tel (315) 473-3275 Fax (315) 435-3669

March 1, 2018

Addis Building, LLC
100 Madison Street, Suite 1905
Syracuse, New York 13202
Attn: Timothy M. Lynn, Managing Member

Re: City of Syracuse Industrial Development Agency
Addis Building, LLC Project
Sales Tax Appointment Letter

Dear Mr. Lynn:

Pursuant to a resolution duly adopted on December 20, 2016, the City of Syracuse Industrial Development Agency (the “**Agency**”) appointed Addis Building, LLC (the “**Company**”) the true and lawful agent of the Agency to undertake a project (the “**Project**”) consisting of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the “**Building**”) located at 449-53 South Salina Street, in the City of Syracuse, New York (the “**Land**”); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, all located on the Land (collectively, the “**Facility**”); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the “**Equipment**” and together with the Land and the Facility, the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the “**Financial Assistance**”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.. The amount of State and local sales and use tax exemption benefits comprising the Financial Assistance approved by the Agency for the benefit of the Project shall not exceed **\$222,890**.

This appointment includes, and this letter evidences, authority to purchase on behalf of the Agency all materials to be incorporated into and made an integral part of the Project Facility and the following activities as they relate to any renovation, improvement, equipping and completion of any of any buildings, whether or not any materials, equipment or supplies described below are incorporated into or become an integral part of such buildings: (1) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with renovation, improvement and equipping; (2) all purchases, rentals, uses or consumption of supplies, materials, utilities and services of every kind and description used in connection with renovation, improvement and equipping; and (3) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including installation costs), installed or placed in, upon or under such building or facility, including all repairs and replacements of such property, and with respect to such specific purchases or rentals, are exempt from any sales or use tax imposed by the State of New York or any governmental instrumentality located within the State of New York.

This agency appointment includes the power to delegate such agency, in whole or in part, to a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, "***Additional Agents***"). Additional Agents must be specifically appointed by the Company in accordance and compliance with the terms of the Agency Lease dated as of March 1, 2018 by and between the Agency and the Company (the "***Agency Lease***"). The Company hereby agrees to complete "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (Form ST-60) for itself and each Additional Agent who provide materials, equipment, supplies or services to the Project Facility and deliver said form to the Agency within fifteen (15) days of appointment such that the Agency can execute and deliver said form to the State Department of Taxation and Finance within thirty (30) days of appointment. The Agency's obligation to execute any Form ST-60 relative to an Additional Agent is subject to the satisfaction of the conditions in the Agency Lease relative to such appointments.

The Company agrees, whenever requested by the Agency, to provide, or cause its Additional Agents to provide and certify, or cause to be certified, such information regarding use of local labor, job creation, exemptions from State and local sales and use tax, real property taxes and mortgage recording taxes and other topics as the Agency from time to time reasonably considers necessary or appropriate, including, but not limited to, such information as to enable the Agency to make any reports required by law or governmental regulation, including but not limited to those required by §875 of the Act.

The Company acknowledges and agrees that pursuant to Section 875(3) of the Act, and in conjunction with the Agency's Recapture of Benefits Policy (the "***Recapture Policy***") dated as of June 21, 2016 and the Project Agreement between the Agency and the Company dated as of August 1, 2017, the Agency shall, and in some circumstances may, recover, recapture, receive or otherwise obtain from the Company some or all of the Financial Assistance (the "***Recapture Amount***").

March 1, 2018

Page 3

Each supplier or vendor should identify the Project Facility on each bill or invoice and indicate thereon which of the Company or its Additional Agents acted as agent for the Agency in making the purchase.

In order to be entitled to use this exemption, you and each Additional Agent should present to the supplier or other vendor of materials for the Project Facility, a completed "IDA Agent or Project Operator Exempt Purchase Certificate" (Form ST-123).

In addition, General Municipal Law §874(8) requires you to file an Annual Statement with the New York State Department of Taxation and Finance ("*NYSDTF*") on "Annual Report of Sales and Use Tax Exemptions" (Form ST-340) regarding the value of sales and use tax exemptions you and your Additional Agents have claimed pursuant to the agency we have conferred on you with respect to this Project. The penalty for failure to file such statement is the removal of your authority to act as our agent. In addition, you must provide a copy of the completed Form ST-340 to the Agency within ten (10) days of the date it is due to be filed with the NYSDTF.

The agency created by this letter is limited to the Project Facility and will expire on the earlier of: (i) sixty (60) days after the issuance of a certificate of occupancy or similar document by the applicable municipality in which the Project Facility is located; or (i) **February 1, 2019**; unless the Agency Lease is terminated early in accordance with its terms in which case this appointment shall terminate at that time.

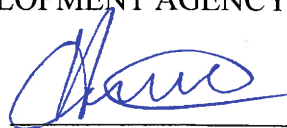
This letter is provided for the sole purpose of evidencing, in part, the exemption from New York State Sales and Use Taxes for this project only. No other principal/agent relationship is intended or may be implied or inferred by this letter.

The Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, invoice, bill or purchase order in any manner and to any extent whatsoever (including payment or performance obligations), and the Company shall be the sole party liable thereunder. By acceptance of this letter, the vendor hereby acknowledges the limitations on liability described herein.

Very truly yours

CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY

By:



Honora Spillane, Executive Director

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IDA Appointment of Project Operator or Agent For Sales Tax Purposes

ST-60

(4/13)

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

For IDA use only

Name of IDA City of Syracuse Industrial Development Agency		IDA project number (use OSC numbering system for projects after 1998) 31021703	
Street address 201 East Washington Street, 7th Floor		Telephone number (315) 448-8127	
City Syracuse		State NY	ZIP code 13202
Name of IDA project operator or agent Addis Building, LLC		Mark an X in the box if directly appointed by the IDA: <input checked="" type="checkbox"/>	Employer identification or social security number 81-2232891
Street address 100 Madison Street		Telephone number (315) 415-4633	Primary operator or agent? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
City Syracuse		State NY	ZIP code 13202
Name of project Addis Building, LLC Project		Purpose of project (see instructions) other - commercial	
Street address of project site 449-53 South Salina Street			
City Syracuse		State NY	ZIP code
Description of goods and services intended to be exempted from New York State and local sales and use taxes building materials, equipment, fixtures and furnishings installed in the Project Facility			

Date project operator or agent appointed (mm/dd/yy) 03/01/17	Date project operator or agent status ends (mm/dd/yy) 02/01/19	Mark an X in the box if this is an extension to an original project: <input checked="" type="checkbox"/>
Estimated value of goods and services that will be exempt from New York State and local sales and use tax: \$2,786,123	Estimated value of New York State and local sales and use tax exemption provided: \$222,890	

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

Print name of officer or employee signing on behalf of the IDA Honora Spillane	Print title Executive Director
Signature 	Date 03/27/2018
	Telephone number (315) 448-8127

Instructions

Filing requirements

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

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

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

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

Purpose of project

For Purpose of project, enter one of the following:

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

Mailing instructions

Mail completed form to:

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

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 607, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

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

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

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

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

Need help?



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



Sales Tax Information Center: (518) 485-2889

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



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



IDA Appointment of Project Operator or Agent For Sales Tax Purposes

ST-60

(4/13)

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

For IDA use only

Name of IDA City of Syracuse Industrial Development Agency		IDA project number (use OSC numbering system for projects after 1998) 31021703	
Street address 201 East Washington Street, 7th Floor		Telephone number (315) 448-8127	
City Syracuse		State NY	ZIP code 13202
Name of IDA project operator or agent BBL Construction Services LLC		Mark an X in the box if directly appointed by the IDA: <input checked="" type="checkbox"/>	Employer identification or social security number 14-1814573
Street address 121 East Water Street		Telephone number (518) 452-8200	Primary operator or agent? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
City Syracuse		State NY	ZIP code 13202
Name of project Addis Building, LLC Project		Purpose of project (see instructions) other - commercial	
Street address of project site 449-53 South Salina Street			
City Syracuse		State NY	ZIP code

Description of goods and services intended to be exempted from New York State and local sales and use taxes

building materials, equipment, fixtures and furnishings installed in the Project Facility

Date project operator or agent appointed (mm/dd/yy) 03/24/17	Date project operator or agent status ends (mm/dd/yy) 02/01/19	Mark an X in the box if this is an extension to an original project: <input checked="" type="checkbox"/>
Estimated value of goods and services that will be exempt from New York State and local sales and use tax: \$2,786,123	Estimated value of New York State and local sales and use tax exemption provided: \$222,890	

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

Print name of officer or employee signing on behalf of the IDA Honora Spillane	Print title Executive Director
Signature 	Date 03/27/2018
	Telephone number (315) 448-8127

Instructions

Filing requirements

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

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

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

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

Purpose of project

For Purpose of project, enter one of the following:

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

Mailing instructions

Mail completed form to:

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

Privacy notification

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This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.
Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.
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Text Telephone (TTY) Hotline
(for persons with hearing and speech disabilities using a TTY): (518) 485-5082

BARCLAY DAMON^{LLP}

Susan R. Katzoff
Partner

March 28, 2018

VIA CERTIFIED MAIL

7016 1970 0000 3833 3573

New York State Tax Department
IDA Unit
Building 8, Room 738
W.A. Harriman Campus
Albany, New York 12227

Re: IDA Appointment of Project Operator or Agent for Sales Tax Purposes
City of Syracuse Industrial Development Agency Appointment of
Addis Building, LLC and BBL Construction Services LLC
(Addis Building, LLC Project), IDA Project No. 31021703

Dear Ladies and Gentlemen:

Enclosed for filing on behalf of the City of Syracuse Industrial Development Agency, please find two (2) form ST-60 in connection with the extension of the appointment by the IDA of Addis Building, LLC and BBL Construction Services LLC as its agents for sales tax purposes in connection with the IDA project identified therein.


Please do not hesitate to contact me with any questions. Thank you.

Very truly yours,

COPY

Susan R. Katzoff

SRK:llm
Enclosures

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X</p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>
<p>1. Article Addressed to:</p> <p>New York State Tax Department IDA Unit Building 8, Room 738 W.A. Harriman Campus Albany, New York 12227</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>REC'D NY TAX DEPT. ALBANY, NY 12227</p> <p>MAR 30 2018</p>
 <p>9590 9402 3272 7196 1700 78</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Signature Confirmation Restricted Delivery (over \$500) <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>
<p>2. Article Number (Transfer from service label)</p> <p>7016 1970 0000 3833 3573</p>	
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt</p>	

7016 1970 0000 3833 3573

<p>U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only</p>	
<p>OFFICIAL USE</p>	
<p>For delivery information, visit our website at www.usps.com®</p>	
<p>Certified Mail Fee</p> <p>Extra Services & Fees (check box and fee as appropriate)</p> <p><input type="checkbox"/> Return Receipt (hardcopy) \$ _____</p> <p><input type="checkbox"/> Return Receipt (electronic) \$ _____</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery \$ _____</p> <p><input type="checkbox"/> Adult Signature Required \$ _____</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery \$ _____</p> <p>Postage \$ _____</p>	<p>Postmark Here</p>
<p>Total Postage and Fees \$ _____</p>	
<p>Sent To _____</p>	
<p>Street and Apt. No., or PO Box No. _____</p>	
<p>City, State, ZIP+4® _____</p>	
<p>PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions</p>	

13

**GENERAL CERTIFICATE OF THE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**

This certificate is made in connection with the execution by the City of Syracuse Industrial Development Agency (the "**Agency**") of the Project Agreement, the Company Lease, the Agency Lease and any other document now or hereafter executed by the Agency (collectively, the "**Agency Documents**") with respect to a project (the "**Project**") undertaken at the request of Addis Building, LLC (the "**Company**") consisting of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the "**Building**") located at 449-53 South Salina Street, in the City of Syracuse, New York (the "**Land**"); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, all located on the Land (collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

Capitalized terms used herein which are not otherwise defined herein and which are defined in the Agency Lease Agreement dated as of March 1, 2018 (the "**Agency Lease**"), between the Agency and the Company, and shall have the meanings ascribed to such terms in the Agency Lease except that, for purposes of this certificate: (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this certificate and not as of any future date; and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

I, the undersigned Executive Director of the Agency, Do Hereby Certify:

1. I am an officer of the Agency and am duly authorized to execute and deliver this certificate in the name of the Agency.

2. The Agency is an industrial development agency duly established under Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended (the "**Enabling Act**") and Chapter 641 of the Laws of 1979 of the State (said Chapter with the Enabling Act, the "**Act**") (a certified copy of Chapter 641 of the Laws of 1979 of the State is

attached hereto as **Exhibit "A"**), and it is a corporate governmental agency constituting a public benefit corporation of the State.

3. The Act empowers the Agency, among other things, to acquire, construct reconstruct, lease, improve, maintain, equip, sell and dispose of land and any building or other improvement, and all real and personal property, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, recreation or industrial facilities, including industrial pollution control facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the City of Syracuse and the State and to improve their standard of living. The Act further authorizes the Agency to lease any and all of its facilities on such terms and conditions as it deems advisable, to acquire, construct, lease, improve, and equip one or more projects as defined in the Act, to mortgage any or all of its facilities and to pledge the revenues and receipts from the sale or transfer of its facilities.

4. The Agency has full legal power and authority to own its property, conduct its business and execute, deliver, and perform its obligations under the Agency Documents and has taken all actions and obtained all approvals required in connection therewith by the Act and any other applicable laws and regulations, and no legislation has been enacted affecting the powers or authority of the Agency to execute and deliver the Agency Documents, affecting the financing of the Project, or affecting the validity thereof or of the Agency Documents, or contesting the existence and powers of the Agency or the appointment of the members and officers of the Agency to their respective offices.

5. Pursuant to the Act, the governing body of the City of Syracuse, New York, for whose benefit the Agency was established, duly filed or caused to be filed within six (6) months after the effective date of Chapter 641 of the Laws of 1979 of the State in the office of the Secretary of State of the State the Certificate of Establishment of the Agency pursuant to Section 926 of the New York General Municipal Law. The Certificate of Establishment of the Agency described in the preceding sentence also named the members and officers of the Agency as appointed by the Mayor of the City of Syracuse. Attached hereto as **Exhibit "B"** are certified copies of said Certificates of Establishment and copies of the Certificates of Appointment relating to all of the current members of the Agency, who are:

Michael Frame, Chairman
Steven Thompson, Vice Chairman
Rickey T. Brown, Secretary
Kathleen Murphy, Treasurer
Kenneth Kinsey, Member

6. Attached hereto as **Exhibit "C"** is a true, correct and complete copy of the by-laws of the Agency, together with all amendments thereto or modifications thereof; and said by-laws as so amended and modified are in full force and effect in accordance with their terms as of the date of this certificate.

7. That a resolution determining that the acquisition, construction and equipping of the Project constitutes a Project and describing the financial assistance in connection therewith and authorizing a public hearing (the “**Public Hearing Resolution**”) was adopted by the Agency on October 18, 2016 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Public Hearing Resolution is attached hereto at **Exhibit “D.”**

8. Attached hereto as **Exhibit “E”** is proof of publication of a notice of the public hearing with respect to the Project (the “**Public Hearing Notice**”), required pursuant to Section 859-a of the Act and held on November 15, 2016, and proof of mailing of notice thereof pursuant to Section 859-a of the Act to the chief executive officers of the affected tax jurisdictions (as defined in Section 854(16) of the Act) on October 31, 2016.

9. That a resolution classifying the Project as an Type I Action pursuant to SEQRA, declaring the Agency Lead Agency for the purposes of an coordinated review thereunder and determining that the Project will not have a significant effect on the environment (the “**SEQRA Lead Agency Resolution**”) was adopted by the Agency on November 15, 2016 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the SEQRA Lead Agency Resolution is attached hereto at **Exhibit “F.”**

10. That a resolution determining that the acquisition, reconstruction, renovation, equipping and completion of a certain project at the request of the Company will not have a significant effect on the environment (the “**SEQRA Resolution**”) was adopted by the Agency on December 20, 2016 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the SEQRA Resolution is attached hereto at **Exhibit “G.”**

11. That a resolution authorizing the undertaking of the acquisition, reconstruction, renovation, equipping and completion of a mixed-use commercial facility; appointing the Company agent of the Agency for the purpose of the acquisition, reconstruction, renovation, equipping and completion of the Project; and authorizing the execution and delivery of an agreement between the Agency and the Company (the “**Inducement Resolution**”) was adopted by the Agency on December 20, 2016 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Inducement Resolution is attached hereto at **Exhibit “H.”**

12. That a resolution authorizing the execution and delivery of certain documents by the Agency in connection with the Project was adopted by the Agency on December 20, 2016 (the “**Final Approving Resolution**”) and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Final Approving Resolution is attached hereto at **Exhibit “I”**.

13. That a resolution approving the issuance of a temporary sales tax appointment letter and agreement and the execution and delivery of certain documents in connection therewith was adopted by the Agency on January 24, 2017 (the “**Temporary Sales Tax Appointment Resolution**”) and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Temporary Sales Tax Appointment Resolution is attached hereto at **Exhibit “J”**.

14. That a resolution approving the extension of the temporary sales tax appointment of the Company as agent of the Agency until December 31, 2017 and the execution and delivery of certain documents in connection therewith was adopted by the Agency on August 15, 2017 (the "*Temporary Sales Tax Appointment Extension Resolution*") and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Temporary Sales Tax Appointment Extension Resolution is attached hereto at **Exhibit "K"**.

15. That a resolution approving a further extension of the sales tax appointment of the Company as agent of the Agency until March 31, 2018 and the execution and delivery of certain documents in connection therewith was adopted by the Agency on December 19, 2017 (the "*Second Temporary Sales Tax Appointment Extension Resolution*") and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Second Temporary Sales Tax Appointment Extension Resolution is attached hereto at **Exhibit "L"**.

16. The execution, delivery and performance of all Agency Documents, certificates and documents required to be executed, delivered and performed by the Agency in order to carry out, give effect to and consummate the transactions contemplated by the Agency Documents have been duly authorized by all necessary action of the Agency, and the Agency Documents have been duly authorized, executed and delivered. The Agency Documents are in full force and effect on and as of the date hereof, and no authority or proceeding for the execution, delivery or performance of the Agency Documents has been materially amended, repealed, revoked or rescinded; and no event or circumstance has occurred or exists which constitutes, or with the giving of notice or the passage of time would constitute, a default on the part of the Agency under the Agency Documents.

17. The execution, delivery, and performance of the Agency Documents, the consummation of the transactions therein contemplated and compliance with the provisions of each do not and will not: (a) violate the Act or the by-laws of the Agency; (b) require consent (which has not heretofore been received) under or result in a breach or default of any credit agreement, purchase agreement, indenture, deed of trust, commitment, guaranty, lease, or other agreement or instrument to which the Agency is a party or by which the Agency may be bound or affected; or (c) 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 Agency or any of its Property.

18. The Agency has not received written notice that any event of default has occurred and is continuing, or that any event has occurred which with the lapse of time or the giving of notice or both would constitute an event of default by any party to the Agency Documents.

19. There is no action, suit, proceeding or investigation at law or in equity, before or by any court, public board or body of the United States of America or the State of New York, pending or, to the best of my knowledge, threatened against or affecting the Agency (or to my knowledge any basis therefor): (a) wherein an unfavorable decision or finding would adversely affect (i) the Inducement Resolution, the Final Approving Resolution, the Company Lease, the Agency Lease or the other Agency Documents; or (ii) the existence or organization of the Agency; or (iii) restrain or enjoin the financing, acquisition or construction of the Project or the

performance by the Agency of the Agency Documents; or (b) in any manner questioning the proceedings or authority of the financing of the Project, or affecting the validity thereof or of the Agency Documents, or contesting the existence and powers of the Agency or the appointment of the directors and officers of the Agency to their respective offices.

20. March 27, 2018 has been duly designated as the date for the Closing.

21. The Agency has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Closing Date.

22. In accordance with the Act, the Agency has determined:

(a) to assist the Company's acquisition, reconstruction, renovation, equipping and completion of the Project Facility;

(b) to grant the Financial Assistance to the Company;

(c) to designate the Company as the Agency's agent for the acquisition, reconstruction, renovation, equipping and completion of the Project Facility and to authorize the Company to appoint additional agents;

(d) that the Project will help eliminate blight and advance job opportunities, prosperity, and standard of living and help prevent economic deterioration; and

(e) to pledge its interest in the Company Lease and the Agency Lease (except the Agency's Unassigned Rights) to the Mortgagee and grant the Mortgagee a security interest in the Agency's leasehold interest in the Project Facility.

23. That I did officially cause all certificates necessary for the financing and included in the official transcript of closing, to be executed, as required, in the name of the Agency by the signing of each of such certificates with the signature of the Executive Director of the Agency.

24. That I did officially cause the following Agency Documents to be executed in the name of the Agency by the signing of each of such Agency Documents with the signature of the Honora Spillane, Executive Director of the Agency:

(a) a Project Agreement between the Agency and the Company;

(b) a Company Lease from the Company to the Agency pursuant to which the Company agrees to lease the Land and the Facility to the Agency;

(b) an Agency Lease from the Agency to the Company pursuant to which the Agency agrees to sublease the Project Facility to the Company; and

25. No member, officer or employee of the Agency having power to: (i) negotiate, prepare, authorize or approve any of the Agency Documents; (ii) audit bills or claims under any of the Agency Documents; or (iii) appoint an officer or employee who has any of the powers or duties set forth in (i) or (ii):

(a) directly or indirectly owns any stock of the Company;

(b) is a partner, director or employee of the Company;

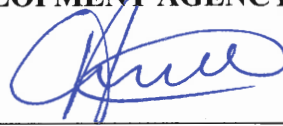
(c) is related to the Company within the meaning of Section 800.3(a) of the New York General Municipal Law.

No member, officer, or employee of the Agency has publicly disclosed, in a writing included as part of the official minutes of the Agency, any Interest (as defined in Section 800.3 of the New York General Municipal Law), direct or indirect, in the Company.

WITNESS, as of the 1st day of March, 2018.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By:



Honora Spillane, Executive Director

EXHIBIT "A"

**CHAPTER 641 OF THE LAWS OF 1979
OF THE STATE OF NEW YORK**

LAWS OF NEW YORK, 1979

CHAPTER 641

AN ACT to amend the general municipal law, in relation to creating and establishing for the city of Syracuse industrial development agency and, providing for its functions and duties

Became a law July 11, 1979, with the approval of the Governor. Passed on Home Rule request pursuant to Article IX, section 2 (b) (2) of the Constitution, by a majority vote, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The general municipal law is amended by adding a new section nine hundred twenty-six to read as follows:

§ 926. *City of Syracuse industrial development agency. (a) For the benefit of the city of Syracuse and the inhabitants thereof, an industrial development agency, to be known as the CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY, is hereby established for the accomplishment of any or all of the purposes specified in title one of article eighteen-A of this chapter. It shall constitute a body corporate and politic, and be perpetual in duration. It shall consist of five members who shall be appointed by the mayor of the city of Syracuse and its chairman shall be designated by such mayor. It shall have the powers and duties now or hereafter conferred by title one of article eighteen-A of this chapter upon industrial development agencies. It shall organize in a manner prescribed by and be subject to the provisions of title one of article eighteen-A of this chapter. The agency, its members, officers and employees, and its operations and activities shall in all respects be governed by the provisions of title one of article eighteen-A of this chapter.*

(b) The city shall have the power to make, or contract to make grants or loans, including but not limited to grants or loans of money, to the agency in such amounts, upon such terms and conditions and for such period or periods of time as in the judgment of the city and the agency are necessary or appropriate for the accomplishment of any of the purposes of the agency.

§ 2. This act shall take effect immediately.

EXHIBIT "B"

**AGENCY'S CERTIFICATE OF ESTABLISHMENT
AND
CERTIFICATES OF APPOINTMENT OF CURRENT MEMBERS**

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
April 10, 2018.

A handwritten signature in black ink, appearing to read "B. Fitzgerald", written over a horizontal line.

Brendan Fitzgerald
Executive Deputy Secretary of State

CERTIFICATE OF THE CITY OF SYRACUSE
INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law, Lee Alexander, Mayor of the City of Syracuse, certifies as follows:

1) The name of the industrial development agency herein is the City of Syracuse Industrial Development Agency.

2) Chapter 641 of the Laws of 1979, the special act of the New York State Legislature establishing the City of Syracuse Industrial Development Agency, was adopted by the New York State Legislature on June 16, 1979 and signed by the Governor on July 18, 1979.

3) The names of the Chairman and the Members, respectively, of the City of Syracuse Industrial Development Agency and their terms of office are as follows:

(a)	Frank L. Canino	Chairman
	David M. Garber	Member
	David S. Michel	Member
	Erwin G. Schultz	Member
	Irwin L. Davis	Member

(b) The term of office of the Chairman and of the Members of the City of Syracuse Industrial Development Agency is at the pleasure of the Mayor and continues until a successor is appointed and has qualified.

4) The facts establishing the need for the creation of a City of Syracuse Industrial Development Agency are as follows:

Expansion of its industrial-commercial base is essential to the City of Syracuse, especially in a time of mounting economic pressures. To achieve this goal of expansion, the City has designed a comprehensive economic development program, requiring an Industrial Development Agency.

The existing potential for economic development will be augmented by the financial incentives of an Industrial Development Agency. Various City agencies and departments, such as the Department of Community Development and the Office of Federal and State Aid Coordination will interface with the Syracuse Industrial Development Agency to strengthen the business and industrial climate of the community.

Access to the Department of Community Development will make available to the Syracuse Industrial Development Agency an array of staff assistance, technical expertise, and various other development services. The City's Office of Federal and State Aid Coordination will provide assistance to it in locating, analyzing, and obtaining various forms of federal and state assistance and participation.

STATE OF NEW YORK
DEPARTMENT OF STATE

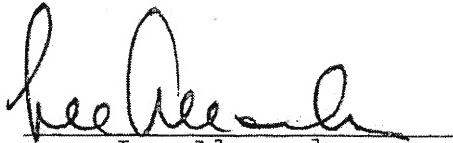
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Carl H. Peterson

Secretary of State


The Syracuse Industrial Development Agency, in combination with, and utilizing these and other resources, will greatly enhance the City's ability to compete for, and successfully attract, the commercial and industrial enterprises necessary for continued economic health and growth.

July 20, 1979


Lee Alexander
Mayor

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED JUL 20 1979


Secretary of State

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
April 10, 2018.



A handwritten signature in black ink, appearing to read "B. Fitzgerald", written over a horizontal line.

Brendan Fitzgerald
Executive Deputy Secretary of State



OFFICE OF THE MAYOR

Ben Walsh, Mayor

FILED
STATE RECORDS

JAN 29 2018

DEPARTMENT OF STATE

CERTIFICATE OF APPOINTMENT TO THE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law of the State of New York, Ben Walsh, Mayor of the City of Syracuse, hereby certifies the appointment of the following person as an Officer of the City of Syracuse Industrial Development Agency:

Mr. Steven P. Thompson - Member/Vice Chair

The following Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Officer of said Agency :

Mr. Steven P. Thompson - Member/Secretary

No Member or Officer of the City of Syracuse Industrial Development Agency shall receive any compensation for the discharge of their duties as Member or Officer of the Agency, but shall be entitled to necessary expenses incurred in the discharge of their duties as such Member or Officer.

The appointment herein set forth shall be effective as of January 16, 2018.

Ben Walsh
Mayor, City of Syracuse

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
April 10, 2018.



A handwritten signature in black ink, appearing to read "B. Fitzgerald", is written over a horizontal line.

Brendan Fitzgerald
Executive Deputy Secretary of State



FILED
STATE RECORDS

JAN 29 2018

OFFICE OF THE MAYOR

DEPARTMENT OF STATE

Ben Walsh, Mayor

CERTIFICATE OF APPOINTMENT TO THE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law of the State of New York, Ben Walsh, Mayor of the City of Syracuse, hereby certifies the appointment of the following person as a member of the City of Syracuse Industrial Development Agency:

Mr. Michael Frame - Member/Chair

The following Member and Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Member or Officer of said Agency :

Mr. William A. Ryan - Member/Chair

No Member or Officer of the City of Syracuse Industrial Development Agency shall receive any compensation for the discharge of their duties as Member or Officer of the Agency, but shall be entitled to necessary expenses incurred in the discharge of their duties as such Member or Officer.

The appointment herein set forth shall be effective as of January 16, 2018.

Ben Walsh
Mayor, City of Syracuse

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
April 10, 2018.



A handwritten signature in black ink, appearing to read "B. Fitzgerald", written over a horizontal line.

Brendan Fitzgerald
Executive Deputy Secretary of State



OFFICE OF THE MAYOR

Ben Walsh, Mayor

FILED
STATE RECORDS

JAN 29 2018

DEPARTMENT OF STATE

CERTIFICATE OF APPOINTMENT TO THE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law of the State of New York, Ben Walsh, Mayor of the City of Syracuse, hereby certifies the appointment of the following person as a member of the City of Syracuse Industrial Development Agency:

Mr. Rickey Brown

- Member/Secretary

The following Member and Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Member or Officer of said Agency :

Ms. M. Catherine Richardson

- Member/Vice-Chair

No Member or Officer of the City of Syracuse Industrial Development Agency shall receive any compensation for the discharge of their duties as Member or Officer of the Agency, but shall be entitled to necessary expenses incurred in the discharge of their duties as such Member or Officer.

The appointment herein set forth shall be effective as of January 16, 2018.

A handwritten signature in black ink, appearing to read "Ben Walsh", written over a horizontal line.

Ben Walsh

Mayor, City of Syracuse

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
April 10, 2018.

A handwritten signature in black ink, appearing to read "B. Fitzgerald", is written over a faint horizontal line.

Brendan Fitzgerald
Executive Deputy Secretary of State



OFFICE OF THE MAYOR

Ben Walsh, Mayor

FILED
STATE RECORDS

JAN 29 2018

DEPARTMENT OF STATE

CERTIFICATE OF APPOINTMENT TO THE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law of the State of New York, Ben Walsh, Mayor of the City of Syracuse, hereby certifies the appointment of the following person as a member of the City of Syracuse Industrial Development Agency:

Ms. Kathy Murphy

- Member/Treasurer

The following Member and Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Member or Officer of said Agency:

Mr. Donald Schoenwald

- Member/Treasurer

No Member or Officer of the City of Syracuse Industrial Development Agency shall receive any compensation for the discharge of their duties as Member or Officer of the Agency, but shall be entitled to necessary expenses incurred in the discharge of their duties as such Member or Officer.

The appointment herein set forth shall be effective as of January 16, 2018.

Ben Walsh

Mayor, City of Syracuse



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DEPARTMENT OF STATE

OFFICE OF THE MAYOR

Stephanie A. Miner, Mayor

**CERTIFICATE OF APPOINTMENT TO THE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**

Pursuant to Article 18-A of the General Municipal Law of the State of New York, Stephanie A. Miner, Mayor of the City of Syracuse, hereby certifies the appointment of the following person as a Member of the City of Syracuse Industrial Development Agency:

Mr. Kenneth Kinsey

- Member

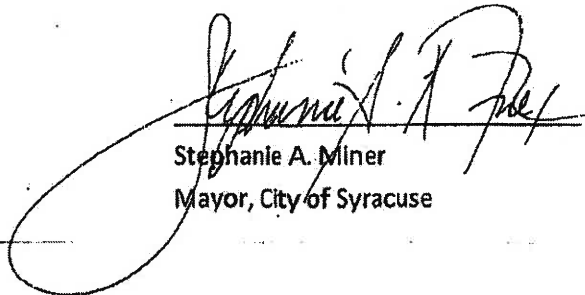
The following Member and Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Member or Officer of said Agency:

Ms. Pamela Hunter

- Member

No Member or Officer of the City of Syracuse Industrial Development Agency shall receive any compensation for the discharge of their duties as Member or Officer of the Agency, but shall be entitled to necessary expenses incurred in the discharge of their duties as such Member or Officer.

The appointment herein set forth shall be effective as of January 13, 2016.



Stephanie A. Miner
Mayor, City of Syracuse

EXHIBIT "C"

AGENCY'S BY-LAWS

**BY-LAWS OF
THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
(as amended August 18, 2009)**

Article I

THE AGENCY

Section 1. Name

The name of the agency shall be "City of Syracuse Industrial Development Agency", and it shall be referred to in these by-laws as the Agency.

Section 2. Seal

The seal of the Agency shall be in such form as may be determined by the members of the Agency.

Section 3. Office

The principal office of the Agency shall be located in the City of Syracuse, New York, County of Onondaga, and State of New York. The Agency may have such other offices at such other places as the members of the Agency may, from time to time, designate by resolution.

Article II

MEMBERS

Section 1. Members

(a) There shall be five members of the Agency. All references in these by-laws to members shall be references to Members of the Agency. The persons designated in the certificates of appointment filed in the office of the Secretary of State as members of the Agency and their successors in office and such other persons as may, from time to time, be appointed as

Members of the Agency by the Mayor of the City of Syracuse, or by special act of the Legislature, shall constitute all the members.

(b) Members shall hold office at the pleasure of the Mayor and shall continue to hold office until his or her successor is appointed and has qualified. The Mayor may remove any Member at his discretion, with or without cause.

(c) Upon the resignation or removal of a Member, a successor shall be selected by the Mayor.

(d) Members may resign at any time by giving written notice to the Mayor and to the Chairman of the Agency. Unless otherwise specified in the notice the resignation shall take effect upon receipt of the notice by the Chairman or the Mayor. Acceptance of the resignation shall not be necessary to make it effective.

Section 2. Meeting of the Members

(a) The Annual Meeting of the members shall be held on such date or dates as shall be fixed, from time to time, by the Members of the Agency. The first Annual Meeting of Members shall be held on a date within twelve (12) months after the filing of the Certificate of the Agency with the Secretary of State as required by General Municipal Law §856 (l) (a). Each successive Annual Meeting of Members shall be held on a date not more than twelve (12) months following the preceding Annual Meeting of Members.

(b) Regular meetings of the Agency may be held at such time and place as, from time to time, may be determined by the Members.

(c) Upon the written request of the Mayor, the Chairman or two (2) Members of the Agency, the Chairman of the Agency shall call a special meeting of the Members. Special meetings may be held on such date or dates as may be fixed in the call for such special meetings.

The call for a special meeting may be personally delivered to each Member of the Agency or may be mailed to the business or home address of such Member. A waiver of notice may be signed by any Member failing to receive a proper notice.

Section 3. Procedure at Meetings of Members

(a) The Chairman shall preside over the meetings of the Agency. In the absence of the Chairman, the Vice-Chairman shall preside. In the absence of both the Chairman and Vice-Chairman, any Member directed by the Chairman may preside.

(b) At all meetings of Members, a majority of the Members of the Agency shall constitute a quorum for the purpose of transacting business. If less than a quorum is present for any meeting, the Members then present may adjourn the meeting to such other time or until a quorum is present. Except to the extent provided for by law, all actions shall be by a majority of the votes cast, provided that the majority of the votes cast shall be at least equal to a quorum.

(c) When determined by the Agency that a matter pending before it is confidential in nature, it may, upon motion, establish an executive session and exclude any non-member from such session.

(d) Order of business

At all meetings of the Agency, the following shall be the order of business:

- (1) Roll Call;
- (2) Proof of Notice of Meeting;
- (3) Reading and approval of the minutes of the previous meeting;
- (4) bills and communications;
- (5) Report of the Treasurer;
- (6) Reports of Committees;

- (7) Unfinished business;
- (8) New business;
- (9) Adjournment.

The order of business may be altered or suspended at any meeting by the Members of the Agency.

(e) All resolutions shall be in writing and shall be recorded in the journal of the proceedings of the Agency.

Article III

OFFICERS AND PERSONNEL

Section 1. Officers

The officers of the Agency shall be Chairman or Co-Chairman, Vice-Chairman, Secretary and Treasurer and such other offices as may be prescribed, from time to time, by the Agency. The Chairman or Co-Chairman and other officers shall be appointed by the Mayor of the City of Syracuse and may be removed with or without cause at his discretion. Each officer shall be a Member of the Agency during his or her term of office.

Section 2. Chairman or Co-Chairmen

The Chairman shall be chief executive officer of the Agency, and shall serve as an ex officio member of all duly constituted committees, shall supervise the general management and the affairs of the Agency, and shall carry out the orders and resolutions of the Agency. Except as otherwise authorized by resolution of the Agency, the Chairman shall execute (manually and by facsimile signature) all agreements, contracts, deeds, bonds, notes or other evidence of indebtedness and any other instruments of the Agency on behalf of the Agency. The Mayor may from time to time appoint two Co-Chairmen in place of the Chairman. During their term of office the Co-

Chairmen shall share equally the duties, rights, powers and responsibilities of the Chairman. The action of either Co-Chairman or execution (manually or by facsimile signature) by either Co-Chairman of any agreement, contract, deed, bond, note or other evidence of indebtedness or any other instrument of the Agency on behalf of the Agency shall have the same force and effect as such action or execution by the Chairman.

Section 3. Vice-Chairman

The Vice-Chairman shall have all the powers and functions of the Chairman or Co-Chairmen in the absence or disability of the Chairman or Co-Chairmen, as the case may be. The Vice-Chairman shall perform such other duties as the Members of the Agency shall prescribe or as delegated by the Chairman or Co-Chairmen.

Section 4. Secretary

The Secretary shall keep the minutes of the Agency, shall have the custody of the seal of the Agency and shall affix and attest the same to documents when duly authorized by the Agency, shall attest to the giving or serving of all notices of the Agency, shall have charge of such books and papers as the Members of the Agency may order, shall attest to such correspondence as may be assigned, and shall perform all the duties incidental to his office.

Section 5. Treasurer

The Treasurer shall have the care and custody of all the funds and securities of the Agency, shall deposit such funds in the name of the Agency, in such bank or trust company as the members of the Agency may elect, shall sign such instrument as may require the Treasurer's signature, but only with the approval of the Chairman or Co-Chairman, as the case may be, shall at all reasonable times exhibit the books and accounts of the Agency to the Mayor or any Member of

the Agency, and at the end of each fiscal year shall present an annual report setting forth in full the financial condition of the Agency.

Section 6. Additional Personnel

The Agency, with the consent of the Mayor, may appoint an Administrative or Executive Director to supervise the administration of the business and affairs of the Agency, subject to the direction of the Agency. The Agency may, from time to time, employ such other personnel as it deems necessary to execute its powers, duties and functions as prescribed by the New York State Industrial Development Agency Act (General Municipal Law, Article 18-A), as amended, and all other laws of the State of New York applicable thereto.

Section 7. Compensation of Chairman, Co-Chairmen, Members, Officers, and Other Personnel

The Chairman, Co-Chairmen, Members and Officers shall receive no compensation for their services but shall be entitled to the necessary expenses, including traveling expenses, incurred in the discharge of their duties. The compensation of other personnel, including the Administrative Director, shall be determined by the Members of the Agency.

Article IV

AMENDMENTS

Section 1. Amendments to By-Laws

These by-laws may be amended or revised, from time to time, by a two-third (2/3) vote of the Agency, but no such amendment or revision shall be adopted unless written notice of the proposed action shall have been given by mail to each Member and the Mayor at least ten (10) days prior to the date of the meeting at which it is proposed that such action be taken; provided, however,

that this provision and other provisions relating to the appointment, renewal and terms of office of Members and officers may be amended only with the prior written approval of the Mayor.

Article V

MISCELLANEOUS

Section 1. Sureties and Bonds

In case the Agency shall so require, any officer, employee or agent of the Agency shall execute to the Agency a bond in such sum and with such surety or sureties as the Agency may direct, conditioned upon the faithful performance of his or her duties to the Agency and including responsibility for negligence and for the accounting for all property, funds or securities of the Agency which may come into the hands of the officer, employee or agent.

Section 2. Indemnification

(a) Upon compliance by a Member or Officer of the Agency (including a former Member or Officer, the estate of a Member or Officer or a judicially appointed personal representative thereof) (referred to in this Section 2 collectively as "Member") with the provisions of subdivision (i) of this Section 2, the Agency shall provide for the defense of the Member in any civil action or proceeding, state or federal, arising out of any alleged act or omission which occurred or allegedly occurred while the Member was acting within the scope of the public employment or duties of such Member. This duty to provide for a defense shall not arise where such civil action or proceeding is brought by or at the behest of the Agency.

(b) Subject to the conditions set forth in paragraph (a) of this subdivision, the Member shall be entitled to be represented by private counsel of the Member's choice in any civil action or proceeding whenever the chief legal officer of the Agency or other counsel designated by the

Agency determines that a conflict of interest exists, or whenever a court, upon appropriate motion or otherwise by a special proceeding, determines that a conflict of interest exists and that the Member is entitled to be represented by counsel of the Member's choice, provided, however, that the chief legal officer or other counsel designated by the Agency may require, as a condition to payment of the fees and expenses of such representation, that appropriate groups of such Members be represented by the same counsel. Reasonable attorneys' fees and litigation expenses shall be paid by the Agency to such private counsel from time to time during the pendency of the civil action or proceeding with the approval of a majority of the Members of the Agency eligible to vote thereon.

(c) Any dispute with respect to representation of multiple Members by a single counsel or the amount of litigation expenses or the reasonableness of attorneys' fees shall be resolved by the court upon motion or by way of a special proceeding.

(d) Where the Member delivers process and a written request for a defense to the Agency under subdivision (i) of this Section 2, the Agency shall take the necessary steps on behalf of the Member to avoid entry of a default judgment pending resolution of any question pertaining to the obligation to provide for a defense.

(e) The Agency shall indemnify and save harmless its Members in the amount of any judgment obtained against such Members in a State or Federal court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or claim arose occurred while the Member was acting within the scope of the Member's public employment or duties; provided further that in the case of a settlement, the duty to indemnify and save harmless shall be conditioned upon the approval of the amount of settlement by a majority of the Members of the Agency eligible to vote thereon.

(f) Except as otherwise provided by law, the duty to indemnify and save harmless prescribed by this Section 2 shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the Member seeking indemnification.

(g) Nothing in this subdivision shall authorize the Agency to indemnify or save harmless any Member with respect to punitive or exemplary damages, fines or penalties; provided, however, that the Agency shall indemnify and save harmless its Members in the amount of any costs, attorneys' fees, damages, fines or penalties which may be imposed by reason of an adjudication that the Member, acting within the scope of the Member's public employment or duties, has, without willfulness or intent on the Member's part, violated a prior order, judgment, consent decree or stipulation of settlement entered in any court of the State or of the United States.

(h) Upon entry of a final judgment against the Member, or upon the settlement of the claim, the Member shall serve a copy of such judgment or settlement, personally or by certified or registered mail within thirty (30) days of the date of entry or settlement, upon the Chairman and the chief administrative officer of the Agency; and if not inconsistent with the provisions of this Section 2, the amount of such judgment or settlement shall be paid by the Agency.

(i) The duty to defend or indemnify and save harmless prescribed by this Section 2 shall be conditioned upon: (i) delivery by the Member to the Chairman of the Agency and the chief legal officer of the Agency or to its chief administrative officer of a written request to provide for such Member's defense together with the original or a copy of any summons, complaint, process, notice, demand or pleading within ten (10) days after the Member is served with such document, and (ii) the full cooperation of the Member in the defense of such action or

proceeding and in defense of any action or proceeding against the Agency based upon the same act or omission, and in the prosecution of any appeal.

(j) The benefits of this Section shall inure only to Members as defined in subdivision (a) of this Section 2 and shall not enlarge or diminish the rights of any other party.

(k) This Section 2 shall not in any way affect the obligation of any claimant to give notice to the Agency under Section 10 of the Court of Claims Act, Section 880 of the General Municipal Law, or any other provision of law.

(l) The Agency is hereby authorized and empowered to purchase insurance from any insurance company created by or under the laws of the State, or authorized by law to transact business in the State, against any liability imposed by the provisions of this Section 2, or to act as a self-insurer with respect thereto. The provisions of this Section 2 shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance.

(m) All payments made under the terms of this Section 2, whether for insurance or otherwise, shall be deemed to be for a public purpose and shall be audited and paid in the same manner as other public charges.

(n) Except as otherwise specifically provided in this Section 2, the provisions of this Section 2 shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity to liability available to or conferred upon any Member of the Agency by, in accordance with, or by reason of, any other provision of State or Federal statutory or common law. The benefits under this Section 2 shall supplement, and be available in addition to, defense or indemnification protection conferred by any law or enactment. This Section 2 is intended to confer upon Members of the Agency all of the benefits of Section 18 of the Public Officers Law

and to impose upon the Agency liability for costs incurred under the provisions hereof and thereof.

Section 3. Fiscal Year

The fiscal year of the Agency shall be fixed by the Members, subject to the applicable law.

Section 4. Powers of the Agency

The Agency shall have all the powers of an Industrial Development Agency authorized by Article 18-A of the General Municipal Law and shall have the power to do all things necessary or convenient to carry out its purposes and exercise the powers authorized herein.

EXHIBIT "D"

PUBLIC HEARING RESOLUTION

RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on October 18, 2016, at 8:30 o'clock a.m. in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by the Chairman and upon the roll being duly called, the following members were:

PRESENT: William Ryan, Catherine Richardson, Esq., Steven Thompson, Donald Schoenwald, Esq., Kenneth Kinsey

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Honora Spillane, Judith DeLaney, Meghan Ryan, Esq., Susan Katzoff, Esq., John Vavonese, Debra Ramsey-Burns; Others: Tim Lynn, Larry Losty, Matt Paulus, Joe Hucko, Alexander Marion, Elnore Davis; Media Present: Rick Moriarty

The following resolution was offered by Donald Schoenwald and seconded by Steven Thompson:

RESOLUTION DETERMINING THAT THE ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF A COMMERCIAL FACILITY AT THE REQUEST OF THE COMPANY CONSTITUTES A PROJECT; DESCRIBING THE FINANCIAL ASSISTANCE IN CONNECTION THEREWITH; AND AUTHORIZING A PUBLIC HEARING

WHEREAS, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to grant "financial assistance" (as defined in the Act) in connection with the acquisition, reconstruction and equipping of one or more "projects" (as defined in the Act); and

WHEREAS, by application dated October 10, 2016 (the "**Application**"), Addis Building

LLC, or an entity to be formed (the “*Company*”), requested the Agency undertake a project (the “*Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the “*Building*”) located at 449-53 South Salina Street, in the City of Syracuse, New York (the “*Land*”); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, all located on the Land (collectively, the “*Facility*”); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (collectively the “*Financial Assistance*”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as “*SEQRA*”), the Agency is required to make a determination with respect to the environmental impact of any “action” (as said quoted term is defined in SEQRA) to be taken by the Agency and the approval of the Project constitutes such an action; and

WHEREAS, the Agency has not yet made a determination under SEQRA; and

WHEREAS, the Agency has not approved undertaking the Project or granting the Financial Assistance; and

WHEREAS, the grant of Financial Assistance to the Project is subject to, among other things, the Agency finding after a public hearing pursuant to Section 859-a of the Act that the Project will serve the public purposes of the Act by promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State or increasing the overall number of permanent, private sector jobs in the State.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

(1) Based upon the representations made by the Company to the Agency, the Agency makes the following findings and determinations:

(A) The Project constitutes a “project” within the meaning of the Act; and

(B) The Financial Assistance contemplated with respect to the Project consists of assistance in the form of exemptions from real property taxes, State and local sales and use taxation and mortgage recording tax.

(2) The Agency hereby directs that pursuant to Section 859-a of the Act, a public hearing with respect to the Project and Financial Assistance shall be scheduled with notice thereof published, and such notice, as applicable, shall further be sent to affected tax jurisdictions within which the Project is located.

(3) The Secretary or the Executive Director of the Agency is hereby authorized to and may distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

(4) A copy of this Resolution shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

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

	<u>AYE</u>	<u>NAY</u>
William Ryan	X	
M. Catherine Richardson, Esq.	X	
Donald Schoenwald, Esq.	X	
Steven Thompson	X	
Kenneth Kinsey	X	

The foregoing Resolution was thereupon declared duly adopted.

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

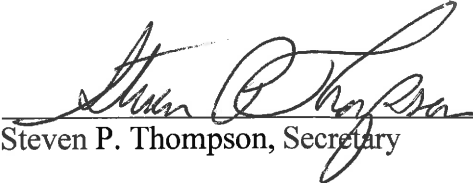
I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “*Agency*”) held on October 18, 2016, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

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

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency this 21st day of November, 2016.

City of Syracuse Industrial Development Agency



Steven P. Thompson, Secretary

(SEAL)

EXHIBIT "E"

**NOTICE OF PUBLIC HEARING WITH EVIDENCE OF PUBLICATION AND COPIES
OF LETTERS TO AFFECTED TAX JURISDICTIONS PURSUANT TO SECTIONS
859-a OF THE ACT**

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Section 859-a of the New York General Municipal Law, will be held by the City of Syracuse Industrial Development Agency (the "Agency") on the 15th day of November, 2016, at 8:30 o'clock a.m., local time, at 233 East Washington Street, Common Council Chambers, City Hall, Syracuse, New York, in connection with the following matter:

Addis Building LLC, or an entity to be formed (the "Company"), has requested the Agency undertake a project (the "Project") consisting of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the "Building") located at 449-53 South Salina Street, in the City of Syracuse, New York (the "Land"); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, all located on the Land (collectively, the "Facility"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "Equipment" and together with the Land and the Facility, the "Project Facility"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (collectively the "Financial Assistance"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

The Company shall be the initial owner or operator of the Project Facility.

The Agency will at the above-stated time and place hear all persons with views with respect to the proposed Financial Assistance to the Company, the proposed owner/operator, the location of the Project Facility and the nature of the Project.

A copy of the application filed by the Company with the Agency with respect to the Project, including an analysis of the costs and benefits of the Project, is available for public inspection during business hours at the office of the Agency located at City Hall Commons, 7th Floor, 201 East Washington Street, Syracuse, New York.

Dated: October 31, 2016

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

BARCLAY DAMON ^{LLP}

Susan R. Katzoff
Partner

October 31, 2016

VIA CERTIFIED MAIL
7008 1300 0000 1722 4050

Honorable Stephanie A. Miner
Mayor, City of Syracuse
City Hall
233 East Washington Street
Syracuse, New York 13202

VIA CERTIFIED MAIL
7008 1300 0000 1722 4043

Honorable Joanne M. Mahoney
County Executive, Onondaga County
John Mulroy Civic Center, 14th Floor
421 Montgomery Street
Syracuse, New York 13202

Re: City of Syracuse Industrial Development Agency (the "**Agency**")
Addis Building LLC (the "**Company**")
Addis Building LLC Project

Dear Mayor and County Executive:

Enclosed herewith please find a Notice of Public Hearing in relation to the above-referenced project. The proposed project (the "**Project**") consists of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the "**Building**") located at 449-53 South Salina Street, in the City of Syracuse, New York (the "**Land**"); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, all located on the Land (collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a

October 31, 2016

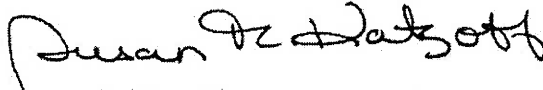
Page 2

bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

General Municipal Law Section 859-a requires that notice of the Public Hearing be given to the chief executive officer of each affected tax jurisdiction in which the Project is located.

As stated in the notice, the public hearing is scheduled for **November 15, 2016** at 8:30 a.m. in the Common Council Chambers at City Hall.

Very truly yours,



Susan R. Katzoff

SRK/llm
Enclosure

cc: Meghan Ryan, Esq., City of Syracuse, via email (w/Enclosure)
Honora Spillane, City of Syracuse Industrial Development Agency, via email (w/Enclosure)
Judy DeLaney, City of Syracuse Industrial Development Agency, via email (w/Enclosure)

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A copy of the application filed by the Company with the Agency with respect to the Project, including an analysis of the costs and benefits of the Project, is available for public inspection during business hours at the office of the Agency located at City Hall Commons, 7th Floor, 201 East Washington Street, Syracuse, New York.

Dated: October 31, 2016

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> <i>M. Mahmood</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Honorable Stephanie A. Miner Mayor, City of Syracuse 233 East Washington Street Syracuse, New York 13202</p>		<p>B. Received by (Printed Name) _____ C. Date of Delivery <u>11-1-10</u></p>	
<p>2. Article Number (Transfer from service label) 7008 1300 0000 1722 4050</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input checked="" type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>			
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> <i>Dana Pompo</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Honorable Joanne M. Mahoney County Executive, Onondaga County John Mulroy Civic Center, 14th Floor 421 Montgomery Street Syracuse, New York 13202</p>		<p>B. Received by (Printed Name) <u>Dana Pompo</u> C. Date of Delivery <u>10/1/2010</u></p>	
<p>2. Article Number (Transfer from service label) 7008 1300 0000 1722 4043</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>			
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

7008 1300 0000 1722 4043		7008 1300 0000 1722 4050	
<p>U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) OFFICIAL USE</p> <p>For delivery information visit our website at www.usps.com®</p>		<p>U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) OFFICIAL USE</p> <p>For delivery information visit our website at www.usps.com®</p>	
<p>PS Form 3800, August 2005</p> <p>See Reverse for Instructions</p>		<p>PS Form 3800, August 2005</p> <p>See Reverse for Instructions</p>	
<p>Sent To _____ Street Apt. No. or PO Box No. _____ City, State, ZIP+4 _____</p>		<p>Sent To _____ Street Apt. No. or PO Box No. _____ City, State, ZIP+4 _____</p>	
<p>Total Postage & Fees \$ _____</p> <p>Postmark Here</p>		<p>Total Postage & Fees \$ _____</p> <p>Postmark Here</p>	
<p>Return Receipt Fee (Endorsement Required) _____</p> <p>Restricted Delivery Fee (Endorsement Required) _____</p>		<p>Return Receipt Fee (Endorsement Required) _____</p> <p>Restricted Delivery Fee (Endorsement Required) _____</p>	
<p>Postage \$ _____</p> <p>Certified Fee _____</p>		<p>Postage \$ _____</p> <p>Certified Fee _____</p>	
<p>PS Form 3800, August 2005</p> <p>See Reverse for Instructions</p>		<p>PS Form 3800, August 2005</p> <p>See Reverse for Instructions</p>	

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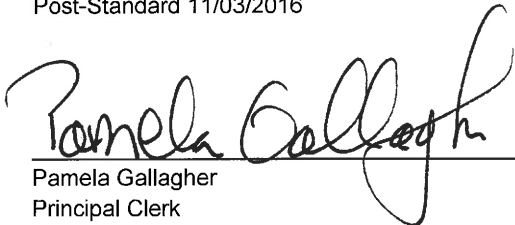
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Date	Position	Description	P.O. Number	Ad Size
11/03/2016	Other Legals NY	NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that	matter #3083619	1 x 127.00 CL

State of New York, County of Onondaga ss. Pamela Gallagher, of the City of Syracuse, in said County, being duly sworn, doth depose and says: this person is the Principal Clerk in the office of THE POST-STANDARD, a public newspaper, published in the City of Syracuse, Onondaga County, New York and that the notice, is an accurate and true copy of the ad as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following days, viz.:

Post-Standard 11/03/2016



Pamela Gallagher
Principal Clerk

An Authorized Designee of the President, Timothy R. Kennedy
Subscribed and sworn to before me, this 3rd day of November
2016



NOTARY PUBLIC

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
PLEASE CONTACT PAMELA GALLAGHER AT

HEIDI A. STEPHENS
Notary Public - State of New York
No. 01ST6290718
Qualified in Onondaga County
My Commission Expires: 10/7/2017

Date	Position	Description	P.O. Number	Ad Size
11/03/2016	Other Legals NY	NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that a	matter #3083619	1 x 127.00 CL

NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that a public hearing pursuant to Section 859-a of the New York General Municipal Law, will be held by the City of Syracuse Industrial Development Agency (the "Agency") on the 15th day of November, 2016, at 8:30 o'clock a.m., local time, at 233 East Washington Street, Common Council Chambers, City Hall, Syracuse, New York, in connection with the following matter: Addis Building LLC, or an entity to be formed (the "Company"), has requested the Agency undertake a project (the "Project") consisting of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the "Building") located at 449-53 South Salina Street, in the City of Syracuse, New York (the "Land"); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, all located on the Land (collectively, the "Facility"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "Equipment" and together with the Land and the Facility, the "Project Facility"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax

car sales and use tax and mortgage recording tax (collectively the "Financial Assistance"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement. The Company shall be the initial owner or operator of the Project Facility. The Agency will at the above-stated time and place hear all persons with views with respect to the proposed Financial Assistance to the Company, the proposed owner/operator, the location of the Project Facility and the nature of the Project. A copy of the application filed by the Company with the Agency with respect to the Project, including an analysis of the costs and benefits of the Project, is available for public inspection during business hours at the office of the Agency located at City Hall Commons, 7th Floor, 201 East Washington Street, Syracuse, New York. Dated: October 31, 2016 CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

EXHIBIT "F"

SEQRA LEAD AGENCY RESOLUTION

RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on November 15, 2016, at 8:30 o'clock a.m. in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by the Chairman and upon the roll being duly called, the following members were:

PRESENT: William Ryan, M. Catherine Richardson, Esq., Donald Schoenwald, Esq., Steven Thompson Kenneth Kinsey

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Honora Spillane, Judith DeLaney, Meghan Ryan, Esq., Susan Katzoff, Esq., John Vavonese, Debra Ramsey-Burns, Meghan Ryan, Esq.; Others: Timothy Lynn, Esq., Barry Lentz, Aggie Lane, Michael Wicker, Dave Delvecchio, Suzanne Slack, Donna Harris, Lauryn LaBorde, Ted Trespasz, Esq., Jeff Githens, Mark Riley, Robert Smith, Esq.; Media Present: Rick Moriarty

The following resolution was offered by Donald Schoenwald and seconded by Steven Thompson:

RESOLUTION CLASSIFYING A CERTAIN PROJECT AS A TYPE I ACTION AND DECLARING THE INTENT OF THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY TO BE LEAD AGENCY FOR PURPOSES OF A COORDINATED REVIEW PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT

WHEREAS, the City of Syracuse Industrial Development Agency (the "*Agency*") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "*State*"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "*Act*"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to grant “financial assistance” (as defined in the Act) in connection with the acquisition, reconstruction and equipping of one or more “projects” (as defined in the Act); and

WHEREAS, by application dated October 10, 2016 (the “*Application*”), Addis Building LLC, or an entity to be formed (the “*Company*”), requested the Agency undertake a project (the “*Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the “*Building*”) located at 449-53 South Salina Street, in the City of Syracuse, New York (the “*Land*”); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, all located on the Land (collectively, the “*Facility*”); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (collectively the “*Financial Assistance*”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as “*SEQRA*”), the Agency is required to make a determination whether the “action” (as said quoted term is defined in SEQRA) to be taken by the Agency may have a “significant impact on the environment” (as said quoted term is utilized in SEQRA) and the preliminary agreement of the Agency to undertake the Project constitutes such an action; and

WHEREAS, to aid the Agency in determining whether undertaking the Project may have a significant impact upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form (the “*EAF*”) with respect to the Project, a copy of which is attached here as Exhibit A, with a copy of the EAF on file at the office of the Agency; and

WHEREAS, the Agency has examined the EAF in order to classify the Project; and

WHEREAS, the Agency has not approved the Project or the grant of Financial Assistance to the Project; and

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

(1) Based upon an examination of the EAF prepared by the Company, the criteria contained in 6 NYCRR §617.7(c), and based further upon the Agency’s knowledge of the area surrounding the Project Facility, all the representations made by the Company in connection with the Project, and such further investigation of the Project and its environmental impacts as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Project pursuant to SEQRA:

(A) The Project consists of the components described above in the third WHEREAS clause of this resolution; and

(B) The Project constitutes a “Type I Action” (as said quoted term is defined in SEQRA); and

(C) As a consequence of the foregoing, the Agency hereby declares its intent to act as “Lead Agency” (as said term is defined in SEQRA) with respect to a coordinated agency review of the Project pursuant to SEQRA; and

(D) The Agency’s counsel shall arrange for publication and distribution of its notice of intent to be “Lead Agency” and is hereby authorized to take such actions as are necessary and appropriate to assist the Agency in fulfilling the requirements under SEQRA for the Project and to work with the Company’s environmental consultant in connection therewith.

(2) A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

(3) This Resolution shall take effect immediately

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

	<u>AYE</u>	<u>NAY</u>
William M. Ryan	X	
M. Catherine Richardson	X	
Donald Schoenwald	X	
Steven Thompson	X	
Kenneth Kinsey	X	

The foregoing Resolution was thereupon declared duly adopted.

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

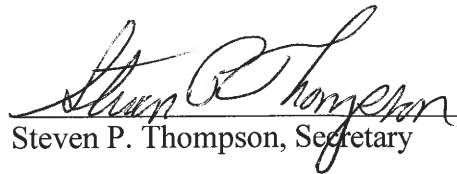
I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “*Agency*”) held on November 15, 2016, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

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

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency this 24 day of January, 2017.

City of Syracuse Industrial Development Agency



Steven P. Thompson, Secretary

(S E A L)

EXHIBIT A

ENVIRONMENTAL ASSESSMENT FORM

**Full Environmental Assessment Form
Part I - Project and Setting**

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part I is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: Addis Building Historic Redevelopment Project		
Project Location (describe, and attach a general location map): 449-53 South Salina Street, Syracuse, New York		
Brief Description of Proposed Action (include purpose or need): This Project involves the complete redevelopment of the historic Addis building in downtown Syracuse. The building has been left vacant since the early 1990s and deteriorated significantly. Project sponsor plans to complete a certified historic rehabilitation and bring the building back to life. Sponsor plans to develop the building with first and second floors with commercial tenant lease space and the balance of the building as residential apartments.		
Name of Applicant/Sponsor: Addis Building LLC	Telephone: 315 415 4633	E-Mail: tim@morrisroelynn.com
Address: 100 Madison Street, Suite 1905		
City/PO: Syracuse	State: NY	Zip Code: 13202
Project Contact (if not same as sponsor, give name and title/role): Tim Lynn, Manager	Telephone: 315 415 4633	E-Mail: tim@morrisroelynn.com
Address: 100 Madison Street, Suite 1905		
City/PO: Syracuse	State: NY	Zip Code: 13202
Property Owner (if not same as sponsor):	Telephone: 315 415 4633	E-Mail: tim@morrisroelynn.com
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City of Syracuse Building Permits Syracuse Landmark Preservation Board	Estimated January 31, 2017
c. City Council, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Restore New York Grant -through City of Syracuse	Applied August 7, 2016
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	State Historic Preservation Office Empire State Development Grant	Estimated November 30, 2016 Applied July 29, 2016
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	National Park Service	Estimated November 30, 2016
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part I 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? <input type="checkbox"/> Yes <input type="checkbox"/> No	
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, identify the plan(s):	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, identify the plan(s):	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Syracuse City

b. What police or other public protection forces serve the project site?
Syracuse City

c. Which fire protection and emergency medical services serve the project site?
Syracuse City

d. What parks serve the project site?
Syracuse City

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Commercial Retail or Office on Floors 1 & 2, Residential on floors 3 - 5

b. a. Total acreage of the site of the proposed action? .17 acres
 b. Total acreage to be physically disturbed? 0 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? .17 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? _____
 iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: 12 months
 ii. If Yes:
 • Total number of phases anticipated 1
 • Anticipated commencement date of phase I (including demolition) 11 month 2016 year
 • Anticipated completion date of final phase 10 month 2017 year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____
Not Applicable

<p>f. Does the project include new residential uses? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, show numbers of units proposed.</p>			
<p><u>One Family</u></p>	<p><u>Two Family</u></p>	<p><u>Three Family</u></p>	<p><u>Multiple Family (four or more)</u></p>
<p>Initial Phase _____</p>	_____	_____	<p>18 units</p>
<p>At completion _____</p>	_____	_____	_____
<p>of all phases _____</p>	_____	_____	_____
<p>g. Does the proposed action include new non-residential construction (including expansions)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes,</p>			
<p>i. Total number of structures _____</p>			
<p>ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length</p>			
<p>iii. Approximate extent of building space to be heated or cooled: _____ square feet</p>			
<p>h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes,</p>			
<p>i. Purpose of the impoundment: _____</p>			
<p>ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____</p>			
<p>iii. If other than water, identify the type of impounded/contained liquids and their source. _____</p>			
<p>iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres</p>			
<p>v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length</p>			
<p>vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____</p>			
<p>_____</p>			
<p>D.2. Project Operations</p>			
<p>a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes:</p>			
<p>i. What is the purpose of the excavation or dredging? _____</p>			
<p>ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?</p> <ul style="list-style-type: none"> • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ 			
<p>iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____</p>			
<p>_____</p>			
<p>iv. Will there be onsite dewatering or processing of excavated materials? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, describe. _____</p>			
<p>_____</p>			
<p>v. What is the total area to be dredged or excavated? _____ acres</p>			
<p>vi. What is the maximum area to be worked at any one time? _____ acres</p>			
<p>vii. What would be the maximum depth of excavation or dredging? _____ feet</p>			
<p>viii. Will the excavation require blasting? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>ix. Summarize site reclamation goals and plan: _____</p>			
<p>_____</p>			
<p>b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:</p>			
<p>i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____</p>			
<p>_____</p>			

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
Not Applicable

iii. Will proposed action cause or result in disturbance to bottom sediments? Yes No
 If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
 If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No
 If Yes:

i. Total anticipated water usage/demand per day: _____ 1510 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No
 If Yes:

- Name of district or service area: Department of Water Syracuse
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No
 If Yes:

i. Total anticipated liquid waste generation per day: ???????????????? gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No
 If Yes:

- Name of wastewater treatment plant to be used: Syracuse Metro Waste Water Treatment Plant
- Name of district: Syracuse Metro Waste Water Treatment
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

<ul style="list-style-type: none"> • Do existing sewer lines serve the project site? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No • Will line extension within an existing district be necessary to serve the project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <p>If Yes:</p> <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ <p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):</p> <p>_____</p> <p>_____</p> <p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____</p> <p>_____</p>
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="padding-left: 20px;">None Square feet or _____ acres (impervious surface)</p> <p style="padding-left: 20px;">None Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____</p> <p>_____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?</p> <p>_____</p> <p>_____</p> <ul style="list-style-type: none"> • If to surface waters, identify receiving water bodies or wetlands: _____ <p>_____</p> <ul style="list-style-type: none"> • Will stormwater runoff flow to adjacent properties? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)</p> <p>_____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)</p> <p>_____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)</p> <p>_____</p>
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____

iii. Parking spaces: Existing _____ None _____ Proposed _____ None _____ Net increase/decrease _____ None _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade to, an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: _____ Closed _____
- Saturday: _____ Closed _____
- Sunday: _____ Closed _____
- Holidays: _____ Closed _____

ii. During Operations:

- Monday - Friday: _____ 7:00am - 5:00pm _____
- Saturday: _____ 7:00am - 5:00pm _____
- Sunday: _____ Closed _____
- Holidays: _____ Closed _____

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p>
<p>ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Describe: _____</p>
<p>n.. Will the proposed action have outdoor lighting? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p>
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Describe: _____</p>
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p>
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally describe proposed storage facilities: _____</p>
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p>
<p>ii. Will the proposed action use Integrated Pest Management Practices? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban Industrial Commercial Residential (suburban) Rural (non-farm)

Forest Agriculture Aquatic Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	.17	.17	0 Acres
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

<p>c. Is the project site presently used by members of the community for public recreation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>i. If Yes: explain: _____</p>
<p>d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes,</p> <p>i. Identify Facilities: _____</p>
<p>e. Does the project site contain an existing dam? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Dimensions of the dam and impoundment:</p> <ul style="list-style-type: none"> • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet <p>ii. Dam's existing hazard classification: _____</p> <p>iii. Provide date and summarize results of last inspection: _____</p>
<p>f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Has the facility been formally closed? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> • If yes, cite sources/documentation: _____ <p>ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____</p> <p>iii. Describe any development constraints due to the prior solid waste activities: _____</p>
<p>g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____</p>
<p>h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> <input type="checkbox"/> Yes – Spills Incidents database Provide DEC ID number(s): _____ <input type="checkbox"/> Yes – Environmental Site Remediation database Provide DEC ID number(s): _____ <input type="checkbox"/> Neither database <p>ii. If site has been subject of RCRA corrective activities, describe control measures: _____</p> <p>iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, provide DEC ID number(s): _____</p> <p>iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____</p>

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ +/- 10 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Urban	_____	100 %
_____	_____	_____ %
_____	_____	_____ %

d. What is the average depth to the water table on the project site? Average: Unknown feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained: 100 % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: 100 % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100 year Floodplain? Yes No

k. Is the project site in the 500 year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____ _____ _____</p>	
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: <i>i. Describe the habitat/community (composition, function, and basis for designation):</i> _____ _____ <i>ii. Source(s) of description or evaluation:</i> _____ <i>iii. Extent of community/habitat:</i></p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, give a brief description of how the proposed action may affect that use: _____ _____</p>	
E.3. Designated Public Resources On or Near Project Site	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>i. If Yes: acreage(s) on project site?</i> _____ <i>ii. Source(s) of soil rating(s):</i> _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: <i>i. Nature of the natural landmark:</i> <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature <i>ii. Provide brief description of landmark, including values behind designation and approximate size/extent:</i> _____ _____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: <i>i. CEA name:</i> _____ <i>ii. Basis for designation:</i> _____ <i>iii. Designating agency and date:</i> _____</p>	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input checked="" type="checkbox"/> Historic Building or District	
ii. Name: Hotel Syracuse - Marriott Hotel	
iii. Brief description of attributes on which listing is based: Historic Major Hotel built in the 1920's. It has been renovated to NPS Guidelines.	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Describe possible resource(s):	
ii. Basis for identification:	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Identify resource:	
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.):	
iii. Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Identify the name of the river and its designation:	
ii. Is the activity consistent with development restrictions contained in 6 NYCRR Part 666?	<input type="checkbox"/> Yes <input type="checkbox"/> No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Jonathan deForest Date 11/28/2016

Signature  Title Executive Vice President / Principal

PRINT FORM

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only (If applicable)

Project:
 Date:

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>				<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>		
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>		
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>		
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>		
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>		
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>		

2. Impact on Geological Features
 The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) NO YES
If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water
 The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) NO YES
If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

1. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater
 The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. NO YES
 (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)
 If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding
 The proposed action may result in development on lands subject to flooding. NO YES
 (See Part 1. E.2)
 If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air
 The proposed action may include a state regulated air emission source. NO YES
 (See Part 1. D.2.f., D,2,h, D.2.g)
 If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals
 The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) NO YES
 If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) NO YES
If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a.	Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h <input type="checkbox"/>	<input type="checkbox"/>
b.	The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b <input type="checkbox"/>	<input type="checkbox"/>
c.	The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d.	The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e.	The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h <input type="checkbox"/>	<input type="checkbox"/>
f.	There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g <input type="checkbox"/>	<input type="checkbox"/>
g.	Other impacts: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a.	The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places.	E3e <input checked="" type="checkbox"/>	<input type="checkbox"/>
b.	The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f <input checked="" type="checkbox"/>	<input type="checkbox"/>
c.	The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g <input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. NO YES

(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b, E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c, E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) NO YES

If "Yes", answer questions a - c. If "No", go to Section 13.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation
 The proposed action may result in a change to existing transportation systems. NO YES
 (See Part 1. D.2.j)
 If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy
 The proposed action may cause an increase in the use of any form of energy. NO YES
 (See Part 1. D.2.k)
 If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____			

15. Impact on Noise, Odor, and Light
 The proposed action may result in an increase in noise, odors, or outdoor lighting. NO YES
 (See Part 1. D.2.m., n., and o.)
 If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

NO

YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

17. Consistency with Community Plans The proposed action is not consistent with adopted land use plans. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. C.1, C.2. and C.3.) <i>If "Yes", answer questions a - h. If "No", go to Section 18.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character The proposed project is inconsistent with the existing community character. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. C.2, C.3, D.2, E.3) <i>If "Yes", answer questions a - g. If "No", proceed to Part 3.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

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Upon review of the information recorded on this EAF, as noted, plus this additional support information related project materials

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the Syracuse Industrial Development Agency _____ as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

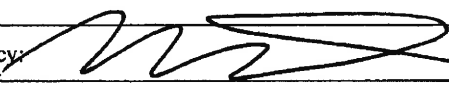
C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Addis Building LLC Project

Name of Lead Agency: Syracuse Industrial Development Agency

Name of Responsible Officer in Lead Agency: William Ryan

Title of Responsible Officer: Chairman

Signature of Responsible Officer in Lead Agency: 

Date: 11-15-16

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person: Honora Spillane, Deputy Commissioner - Dept. of Neighborhood and Business Development

Address: City Hall Commons - 7th Fl., 201 E. Washington Street, Syracuse, NY 13202

Telephone Number: 315-473-3275

E-mail:

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

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EXHIBIT "G"

SEQRA RESOLUTION

SEQRA RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on December 20, 2016, at 8:30 o'clock a.m. in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by the Chairman and upon the roll being duly called, the following members were:

PRESENT: William Ryan, Donald Schoenwald, Esq., Steven Thompson, Kenneth Kinsey

EXCUSED: Catherine Richardson, Esq.

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Honora Spillane, Judith DeLaney, Meghan Ryan, Esq., Susan Katzoff, Esq., John Vavonese, Meghan Ryan, Esq.; Others: Barry Lentz, Paul Curtin, Carol Zenzel, Esq., Timothy Lynn, Esq., Donna Harris, Leann West, Aggie Lane, Michael Wicker, James Trasher, Mark Riley, Rich Punchanski, David Delvecchio, Ed Riley, Richard Engel, Esq., Alex Marion; Media Present: Rick Moriarty

The following resolution was offered by Donald Schoenwald and seconded by Kenneth Kinsey:

RESOLUTION DETERMINING THAT THE ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF A CERTAIN PROJECT AT THE REQUEST OF ADDIS BUILDING LLC WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT

WHEREAS, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, Addis Building LLC, or an entity to be formed (the "**Company**"), by application dated November 9, 2016 (the "**Application**"), requested the Agency undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 7,500

square feet of real property improved by an existing approximately 37,500 square foot building (the “**Building**”) located at 449-53 South Salina Street, in the City of Syracuse, New York (the “**Land**”); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, all located on the Land (collectively, the “**Facility**”); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the “**Equipment**” and together with the Land and the Facility, the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the “**Financial Assistance**”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, pursuant to State Environmental Quality Review Act (“**SEQRA**”), the Agency is required to make a determination with respect to the environmental impact of any “action” (as defined by SEQRA) to be taken by the Agency and the approval of the Project and grant of Financial Assistance constitute such an action; and

WHEREAS, to aid the Agency in determining whether the acquisition, construction, and equipping of the Project may have a significant effect upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form (the “**EAF**”), and copies of said EAF are on file in the office of the Agency and are readily accessible to the public; and

WHEREAS, by resolution adopted November 15, 2016 (the “**Lead Agency Resolution**”), the Agency appointed itself “lead agency” for purposes of a conducting a coordinated environmental review under SEQRA; and

WHEREAS, as a result of its careful review and examination of the Project and correspondence from other involved agencies, the Agency finds that, on balance, and after careful consideration of all relevant Project documentation, it has more than adequate information to evaluate all of the relevant benefits and potential impacts; and

WHEREAS, the Agency has prepared a negative declaration that summarizes its consideration of various factors in accordance with SEQRA; and

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

(1) Based upon an examination of the EAF prepared by the Company, the criteria contained in 6 NYCRR §617.7(c), and based further upon the Agency’s knowledge of the area

surrounding the Project Facility, all the representations made by the Company in connection with the Project, and such further investigation of the Project and its environmental effects as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Project pursuant to SEQRA:

(a) The Project consists of the components described above in the second WHEREAS clause of this resolution and constitutes a “project” as such term is defined in the Act;

(b) The Project constitutes a “Type 1 Action” (as said quoted term is defined in SEQRA);

(c) The Agency declared itself “Lead Agency” (as said quoted term is defined in SEQRA) with respect to a coordinated review of the Project pursuant to SEQRA;

(d) The Project will not have a significant effect on the environment, and the Agency will not require the preparation of an Environmental Impact Statement with respect to the Project; and

(e) As a consequence of the foregoing, the Agency has prepared a Negative Declaration with respect to the Project, a copy of which is attached hereto as Exhibit “A”, which shall be filed in the office of the Agency in a file that is readily accessible to the public.

(2) A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

(3) The Secretary of the Agency is hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

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

	<u>AYE</u>	<u>NAY</u>
William Ryan	X	
Donald Schoenwald, Esq.	X	
Steven Thompson	X	
Kenneth Kinsey	X	

The foregoing resolution was thereupon declared duly adopted.

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

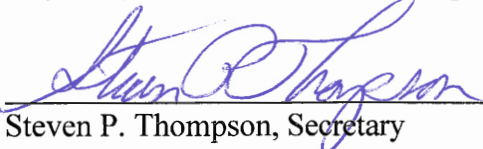
I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “*Agency*”) held on December 20, 2016, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 24 day of January, 2017.

City of Syracuse Industrial Development Agency



Steven P. Thompson, Secretary

(S E A L)

EXHIBIT "A"

NEGATIVE DECLARATION

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NO SIGNIFICANT EFFECT ON THE ENVIRONMENT

In accordance with Article 8 (State Environmental Quality Review a/k/a SEQR) of the Environmental Conservation Law (the "Act"), and the statewide regulations under the Act (6 NYCRR Part 617) (the "Regulations"), the City of Syracuse Industrial Development Agency ("Agency") has considered the proposed Addis Building LLC Project, which is more accurately described below. The Agency has determined: (i) that the proposed project is a Type I Action pursuant to the Regulations; (ii) that the Agency has engaged in an environmental review of the Project; (iii) that upon conducting said review, the Agency has determined that the Project will result in no major environmental impacts and therefore will not have a significant effect on the environment; and (iv) therefore that an environmental impact statement is not required to be prepared with respect to said Project. THIS NOTICE IS A NEGATIVE DECLARATION FOR THE PURPOSES OF THE ACT.

1. Agency:

The Agency is the City of Syracuse Industrial Development Agency, Syracuse, New York.

2. Contact for Further Information:

Contact Person:
Ms. Honora Spillane, Deputy Commissioner

Address:
City of Syracuse Dept. of Neighborhood and Business Development
City Hall Commons - 7th Floor
201 E. Washington St.
Syracuse, NY 13202
Telephone Number: (315) 473-3275

3. Project Description:

Addis Building LLC, or an entity to be formed (the "**Company**"), by application dated November 9, 2016 (the "**Application**"), has requested the Agency undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the "**Building**") located at 449-53

South Salina Street, in the City of Syracuse, New York (the "**Land**"); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, all located on the Land (collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

4. Project Location:

The Project involves property located at 449-453 South Salina Street in the City of Syracuse.

5. Reasons for Determination of Non-Significance:

See Exhibit "A" attached hereto.

DATED: December 20, 2016

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 

William M. Ryan, Chairman

Negative Declaration Exhibit A

Criteria for Determining Significance

As proposed, the reasonably anticipated environmental effects of the aforementioned Addis Building LLC Project will not be significant. This conclusion results from the thorough evaluation of the Project's attributes and their environmental effects against the criteria provided in NYSDEC regulations at 6 NYCRR §617 et. seq. A summary of this evaluation follows.

Determination of Environmental Significance

To determine whether the Project may have a significant effect on the environment, the impacts that may be reasonably expected to result from the proposed Project must be compared to criteria specified in NYSDEC regulations. (6 NYCRR §617.7). These criteria are considered indicators of significant effects on the environment.

Criterion 1

A substantial adverse change in existing a) air quality; b) ground or surface water quality or quantity; c) traffic levels; d) noise levels; e) a substantial increase in solid waste production; f) a substantial increase in potential for erosion, flooding, leaching or drainage problems.

a) Air quality

The Project primarily involves the acquisition, renovation, reconstruction and equipping of the Facility and will result in physical improvements to the interior and exterior of the Facility. The Project may involve the potential for minor, temporary changes in air quality in the area immediately surrounding the site during the period of renovation and construction. Any potentially hazardous materials located on-site, such as lead-based materials, will be removed from the Facility prior to their renovation and reconstruction and disposed of in accordance with all local, state and federal laws, thereby reducing the potential for such materials to become airborne and migrate off-site. The Company and its contractors will take all necessary measures to mitigate any short-term renovation and construction-related impacts (i.e., keeping windows closed as much as possible during renovation and reconstruction activities, using proper ventilation equipment, limiting the use of dumpsters and dump trucks for construction debris, watering construction debris to reduce dust and prevent airborne migration, etc.).

b) Ground or surface water quality or quantity

The Project is located in an urban area and primarily involves the renovation of existing improvements. As such, the Project is not expected to result in an adverse change in ground or surface water quality or quantity.

c) Traffic levels

The Project is intended to attract new businesses and visitors to the Project Facility, but the levels of service at surrounding intersections are not expected to change. The Project is not anticipated to adversely impact existing parking capacity in the downtown area as tenants and patrons of the Project Facility will be able to utilize on-street parking and surface parking lots and garages in the immediate vicinity of the Project Facility.

d) Noise levels

The Project may involve the potential for minor, temporary changes in noise quality due to typical construction-related activities. However, any such impacts to noise quality will be mitigated to the extent possible by using appropriate mufflers on heavy equipment and restricting construction hours (*e.g.*, 7:00 a.m. to 5:00 p.m. from Monday through Friday). Accordingly, the Agency determines that any noise-related impacts associated with the Project will be insignificant.

e) Substantial increase in solid waste production

The Project will result in the generation of solid waste, but such waste will be disposed of by a licensed contractor at an existing solid waste facility in accordance with applicable laws and regulations. As such, the Agency does not anticipate any adverse impacts associated with solid waste production.

f) Substantial increase in potential for erosion, flooding, leaching or drainage problems

The Project is located in an urban area and involves the renovation of existing improvements and impervious surfaces. As such, the Project is not expected to result in an increase in the potential for erosion, flooding, leaching or drainage problems.

Criterion 2

The removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse effects on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse effects to natural resources.

As noted above, the Project site consists of improved parcels in an urban setting, and the Project will result in physical improvements to the interior and exterior of the Project Facility. Therefore, the Project will not have any impact on vegetation or fauna, the movement of any fish or wildlife species, or other natural resources. No known significant habitat areas have been identified, and there are no known threatened or endangered species of plants or animals in the immediate vicinity of the Project area.

Criterion 3

The encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action.

The Project is intended primarily to attract new tenants and customers to the downtown area. It is anticipated that a portion of the individuals that the Project attracts to the site will be current City residents. As such, the City's population is not expected to increase significantly, nor will the Project create significant increases in traffic volumes in the surrounding area, as noted above.

Criterion 4

The creation of a material conflict with a community's current plans or goals as officially approved or adopted.

The Project is consistent with the Agency's goal of effectuating financial assistance for specific projects located within the City of Syracuse, as well as the City's desire to revitalize the downtown area.

Criterion 5

The impairment of the character or quality of important historical, archaeological, architectural or aesthetic resources or of existing community or neighborhood character.

The Project Facility is located within the South Salina Street Downtown Historic District. The Project involves both exterior and interior renovations to the Project Facility, which are intended to revitalize the Facility and return it to productive use while further enhancing and taking advantage of the ongoing development in the downtown area. The Project is anticipated to improve the character and quality of the surrounding area and therefore is not expected to adversely impact existing resources in the area, many of which have undergone similar renovation efforts in the recent past.

Criterion 6

A major change in the use of either the quantity or type of energy.

The Project is not anticipated to result in a major change in the quantity or type of energy used so as to require extraordinary services or actions on the part of energy providers.

Criterion 7

The creation of a hazard to human health.

The Agency does not expect the Project to create any human health hazards. All demolition and construction materials will be disposed of off-site in accordance with local, state, and federal regulations. The Company will contract with properly licensed private haulers for the transport and disposal of these materials from the Project area. Where necessary, hazardous materials or substances will be characterized prior to disposal and proper records (*e.g.*, bill of lading or waste manifests) will be maintained, and the Company will consult with representatives of the City regarding any such materials to ensure their proper removal and disposal. In addition, the Company will provide and/or complete a pre-demolition asbestos-containing material/lead-based paint survey(s) prior to any demolition, renovation or construction activities. The Company will engage properly licensed contractors to remove any such materials from the Project area.

Criterion 8

A substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses.

The Project will result in some physical changes to the Project Facility so as to facilitate its preservation and return it to commercial use. The Project does not constitute a substantial change that is unable to be supported by current land use patterns. Further, the Project is consistent with the City's land use plan, will enhance the central downtown area, and will compliment similar revitalization efforts in the City (*i.e.*, Armory Square, Hanover Square, Clinton Square and Montgomery Street).

Criterion 9

The creation of material demand for other actions which would result in one of the above consequences.

The Project itself is not expected to create any demand for other actions (*e.g.*, additional public services) that would result in significant adverse consequences described by the above criteria.

Criterion 10

Changes in two or more elements of the environment, no one of which has a significant effect on the environment, but when considered together result in a substantial adverse impact on the environment.

The Project will not effect multiple changes to the environment which, when considered together, would be considered significant.

Criterion 11

Two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant effect on the environment, but when considered cumulatively would meet one or more of the criteria in this section.

This criterion deals with the issue of cumulative impacts of multiple actions under SEQRA. No cumulative impacts have been identified and none are expected.

EXHIBIT "H"

INDUCEMENT RESOLUTION

INDUCEMENT RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on December 20, 2016 at 8:30 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by the Chairman and upon the roll being duly called, the following members were:

PRESENT: William Ryan, Donald Schoenwald, Esq., Steven Thompson, Kenneth Kinsey

EXCUSED: Catherine Richardson, Esq.

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Honora Spillane, Judith DeLaney, Meghan Ryan, Esq., Susan Katzoff, Esq., John Vavonese, Meghan Ryan, Esq.; Others: Barry Lentz, Paul Curtin, Carol Zenzel, Esq., Timothy Lynn, Esq., Donna Harris, Leann West, Aggie Lane, Michael Wicker, James Trasher, Mark Riley, Rich Punchanski, David Delvecchio, Ed Riley, Richard Engel, Esq., Alex Marion; Media Present: Rick Moriarty

The following resolution was offered by Donald Schoenwald and seconded by Kenneth Kinsey_:

RESOLUTION AUTHORIZING THE ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF A COMMERCIAL MIXED USE FACILITY; APPOINTING THE COMPANY AS AGENT OF THE AGENCY FOR THE PURPOSE OF THE ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF THE PROJECT; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE AGENCY AND THE COMPANY

WHEREAS, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**") to promote, develop, encourage and assist in the acquiring, constructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation

opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, lease and sell real property and grant financial assistance in connection with one or more “projects” (as defined in the Act); and

WHEREAS, Addis Building LLC, or an entity to be formed (the “*Company*”), by application dated November 9, 2016 (the “*Application*”), requested the Agency undertake a project (the “*Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the “*Building*”) located at 449-53 South Salina Street, in the City of Syracuse, New York (the “*Land*”); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, all located on the Land (collectively, the “*Facility*”); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the “*Financial Assistance*”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Agency adopted a resolution on October 18, 2016, describing the Project and the proposed financial assistance and authorizing a public hearing (“*Public Hearing Resolution*”); and

WHEREAS, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on November 15, 2016 pursuant to Section 859-a of the Act, notice of which was originally published on November 3, 2016, in the Post-Standard, a newspaper of general circulation in the City of Syracuse, New York and given to the chief executive officers of the affected tax jurisdictions by letters dated October 31, 2016; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as “*SEQRA*”), the Agency is required to make a determination whether the “action” (as said quoted term is defined in SEQRA) to be taken by the Agency may have a “significant impact on the environment” (as said quoted term is utilized in SEQRA), and the preliminary agreement of the

Agency to undertake the Project constitutes such an action; and

WHEREAS, by resolution adopted December 20, 2016 (the “**SEQRA Resolution**”), the Agency determined that the Project will not have a significant effect on the environment; and

WHEREAS, the Agency has considered the policy, purposes and requirements of the Act in making its determinations with respect to taking official action regarding the Project; and

WHEREAS, the Agency has given due consideration to the Application and to representations by the Company that the provision of Financial Assistance: (i) will induce the Company to develop the Project Facility in the City of Syracuse (the “**City**”); (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; and (iii) the Project will serve the purposes of the Act by advancing job opportunities and the economic welfare of the people of the State and the City and improve their standard of living.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

Section 1. It is the policy of the State to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

Section 2. Based upon the representations and projections made by the Company to the Agency, the Agency hereby and makes the following determinations:

(A) Ratifies the findings in its Public Hearing Resolution and SEQRA Resolution;

(B) The Project constitutes a “*project*” within the meaning of the Act;

(C) The Project is located in a “Highly Distressed Area” as defined in Section 854(18) of the Act.

(D) The acquisition of a controlling interest in the Project Facility by the Agency and the designation of the Company as the Agency’s agent for completion of the Project will be an inducement to the Company to reconstruct, renovate, equip and complete the Project

Facility in the City, and will serve the purposes of the Act by, among other things, advancing job opportunities, the standard of living and economic welfare of the inhabitants of the City;

(E) The Project will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act;

Section 3. As a condition to the extension of State and local sales and use tax exemption benefits, and the Company's appointment as provided herein, the Company agrees to execute an agreement with the Agency setting forth the preliminary undertakings of the Agency and the Company with respect to the Project. The form and substance of the proposed agreement (as set forth as on **Exhibit "A"** attached hereto and presented at this meeting) (the "**Agreement**") are hereby approved. The Chairman or Vice Chairman of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the Agreement, in substantially the same form as presented at this meeting and attached hereto as **Exhibit "A"**, with changes in terms and form as shall be consistent with this Resolution and as the Chairman or Vice Chairman shall approve. The execution thereof by the Chairman or Vice Chairman shall constitute conclusive evidence of such approval.

Section 4. Subject to the terms of this Resolution and the conditions set forth in the Agreement, the Agency will: (i) acquire an interest in the Land and Facility pursuant to a lease agreement (the "**Lease**") to be entered into between the Company and the Agency; accept an interest in the Equipment pursuant to a bill of sale from the Company (the "**Bill of Sale**"); (ii) sublease the Project Facility to the Company pursuant to a sublease agreement (the "**Sublease**" and with the Lease and the Bill of Sale, the "**Lease Documents**") to be entered into between the Agency and the Company; (iii) grant the approved Financial Assistance; and (iv) provided that no default shall have occurred and be continuing under the Agreement (as defined herein) and provided the Company has executed and delivered all documents and certificates required by the Agency in conjunction with the Agency's undertaking of the Project, execute and deliver all other certificates and documents necessary or appropriate for the grant of the approved Financial Assistance or requested by the Agency, in form and substance acceptable to the Agency.

Section 5. Subject to the due execution and delivery by the Company of the Agreement, the satisfaction of the conditions of this Resolution and the Agreement, and the payment by the Company of any attendant fees, the Company and its designees, are appointed the true and lawful agent of the Agency to proceed with the reconstruction, renovation, equipping and completion of the Project, all with the same powers and the same validity as if the Agency were acting in its own behalf. The appointment made by this Section 5, and the conference of any approved Financial Assistance, shall not be effective until the Company and the Agency have executed and delivered a project agreement in substantially the same form used by the Agency in similar transactions (the "**Project Agreement**"). The amount of State and local sales and use tax

exemption benefits comprising the Financial Assistance approved herein shall not exceed \$222,890.

Section 6. The terms and conditions of subdivision 3 of Section 875 of the Act are herein incorporated by reference and the Company shall agree to such terms as a condition precedent to receiving or benefiting from an exemption from State and local sales and use tax exemptions benefits.

Section 7. The Company may utilize, and is hereby authorized to appoint, a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, "***Additional Agents***") to proceed with the reconstruction, renovation, equipping and completion of the Project, all with the same powers and the same validity as if the Agency were acting in its own behalf, provided the Company execute, deliver and comply with the Agreement. The Company shall provide, or cause its Additional Agents to provide, and the Agency shall maintain, records of the amount of State and local sales and use tax exemption benefits provided to the Project and the Company shall, and cause each Additional Agent, to make such records available to the State Commissioner of Taxation and Finance (the "***Commissioner***") upon request. The Agency shall, within thirty (30) days of providing any State sales and use tax exemption benefits, report to the Commissioner the amount of such benefits for the Project, identifying the Project, along with any such other information and specificity as the Commissioner may prescribe. As a condition precedent to the Company or Project's receipt of, or benefit from, any State or local sales and use tax exemptions, the Company must acknowledge and agree to make, or cause its Additional Agents to make, all records and information regarding State and local sales and use tax exemption benefits realized by the Project available to the Agency or its designee upon request. for purposes of exemption from New York State (the "***State***") sales and use taxation as part of the Financial Assistance requested, "sales and use taxation" shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the New York State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

Section 8. The Chairman and/or Vice Chairman of the Agency, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified herein and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred herein and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution and the Agreement.

Section 9. The obligation of the Agency to consummate any transaction contemplated herein or hereby is subject to and conditioned upon the Agency's approval of the Financial Assistance and the Company's execution and delivery of, among other things, the Agreement, the Project Agreement and an Environmental Compliance and Indemnification Agreement in favor of the Agency in form and substance acceptable to the Agency and its

counsel, in the discretion of the Chairman and/or Vice Chairman of the Agency.

Section 10. No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

Section 11. Should the Agency’s participation in the Project, or the appointments made in accordance herewith, be challenged by any party, in the courts or otherwise, the Company shall defend, indemnify and hold harmless the Agency and its members, officers and employees from any and all losses arising from any such challenge including, but not limited to, the fees and disbursement of the Agency’s counsel. Should any court of competent jurisdiction determine that the Agency is not authorized under the Act to participate in the Project, this Resolution shall automatically become null, void and of no further force and effect, and the Agency shall have no liability to the Company hereunder or otherwise.

Section 12. Counsel to the Agency is hereby authorized to work with the Company and others to prepare for submission to the Agency, all documents necessary to effect the grant of Financial Assistance and consummate the Lease Documents.

Section 13. The Secretary and/or the Executive Director of the Agency are hereby authorized and may distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 14. This Resolution shall take effect immediately. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

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

	<u>AYE</u>	<u>NAY</u>
William Ryan	X	
Donald Schoenwald, Esq.	X	
Steven Thompson	X	
Kenneth Kinsey	X	

The foregoing Resolution was thereupon declared duly adopted.

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


I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “*Agency*”) held on December 20, 2016, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

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

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency this 24 day of January, 2017.

City of Syracuse Industrial Development Agency



Steven P. Thompson, Secretary

(S E A L)

EXHIBIT "A"

AGENCY/COMPANY AGREEMENT

THIS AGREEMENT is between **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY** (the "**Agency**"), with an office at 201 East Washington Street, 7th Floor, Syracuse, New York 13202 and **ADDIS BUILDING LLC**, with a mailing address of 100 Madison Street, Suite 1905, Syracuse, New York 13202 (the "**Company**").

Article 1. Preliminary Statement. Among the matters of mutual inducement which have resulted in the execution of this agreement are the following:

1.01. The Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, and Chapter 641 of the Laws of 1979 of the State (collectively, the "**Act**") to designate an agent for constructing, renovating and equipping "projects" (as defined in the Act).

1.02. The purposes of the Act are to promote, attract, encourage and develop recreation and economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration. The Act vests the Agency with all powers necessary to enable it to accomplish such purposes, including the power to acquire and dispose of interests in real property and to appoint agents for the purpose of completion of projects undertaken by the Agency.

1.03. The Company, by application dated October 10, 2016 (the "**Application**"), requested the Agency undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the "**Building**") located at 449-53 South Salina Street, in the City of Syracuse, New York (the "**Land**"); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, all located on the Land (collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the

acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

1.03(a). All documents necessary to effectuate the Agency's undertaking of the Project and the granting of the Financial Assistance between the Agency and the Company, including but not limited to, a project agreement, a company lease, an agency lease, a bill of sale and an environmental compliance and indemnification agreement, shall be collectively referred to herein as the "**Lease Documents**".

1.04. The Company hereby represents to the Agency that undertaking the Project, the designation of the Company as the Agency's agent for the reconstruction, renovation, equipping and completion of the Project Facility, and the use and appointment, as necessary, by the Company of a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, "**Additional Agents**"): (i) will be an inducement to it to reconstruct, renovate and equip the Project Facility in the City of Syracuse (the "**City**"); (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or of any other proposed occupant of the Project Facility from one area of the State to another or in the abandonment of one or more plants or facilities of the Company or of any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; and (iii) undertaking the Project Facility will promote, create and/or preserve private sector jobs in the State. The Company hereby further represents to the Agency that the Project Facility is not primarily used in making retail sales to customers who personally visit the Facility.

1.05. The Agency has determined that the acquisition of a controlling interest in, and the reconstruction, renovation and equipping of the Project Facility and the subleasing of the same to the Company will promote and further the purposes of the Act.

1.06. On December 20, 2016, the Agency adopted a resolution (the "**Inducement Resolution**") agreeing, subject to the satisfaction of all conditions precedent set forth in such Resolution, to designate the Company as the Agency's agent for the acquisition, reconstruction, renovation and equipping of the Project Facility and determining that the leasing of the same to the Company will promote further purposes of the Act. For purposes of that designation, the Agency authorized as part of the approved Financial Assistance, State and local sales and use tax exemption benefits in an amount not exceed **\$222,890**.

1.07. In the Resolution, subject to the execution of, and compliance with, this Agreement by the Company, the execution and delivery of a project agreement by the Company, and other conditions set forth in the Resolution and herein, the Agency appointed the Company as its agent for the purposes of reconstruction, renovation and equipping the Project Facility, entering into contracts and doing all things requisite and proper for reconstruction, renovation and equipping the Project Facility.

Article 2. Undertakings on the Part of the Agency. Based upon the statement,

representations and undertakings of the Company and subject to the conditions set forth herein, the Agency agrees as follows:

2.01. The Agency confirms that it has authorized and designated, pursuant to the terms hereof, the Company as the Agency's agent for renovating and equipping the Project Facility.

2.02. The Agency will adopt such proceedings and authorize the execution of such Agency documents as may be necessary or advisable for: (i) acquisition of a controlling interest in the Project Facility; (ii) designation by the Company of Additional Agents for reconstruction, renovation and equipping of the Project Facility subject to the terms hereof; and (iii) the leasing or subleasing of the Project Facility to the Company, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company.

2.03. Nothing contained in this Agreement shall require the Agency to apply its funds to Project costs.

2.04. After satisfying the conditions precedent set forth in the Sections 2.05, 3.06 and 4.02 hereof and in the Inducement Resolution, the Company may proceed with the reconstruction, renovation and equipping of the Project Facility and the utilization of and, as necessary the appointment of, Additional Agents.

2.05. Subject to the execution of the Lease Documents and Section 4.02 hereof, the Company is appointed the true and lawful agent of the Agency: (i) for the reconstruction, renovation and equipping of the Project Facility; and (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency, and in general to do all things which may be requisite or proper for the reconstruction, renovation and equipping of the Project Facility, all with the same powers and the same validity as if the Agency were acting in its own behalf.

2.06. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof. The Agency may in accordance with Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "**SEQRA**"), undertake supplemental review of the Project. Such review to be limited to specific significant adverse environmental impacts not addressed or inadequately addressed in the Agency's review under SEQRA that arise from changes in the proposed Project, newly discovered information or a change in the circumstances related to the Project.

Article 3. Undertakings on the Part of the Company. Based upon the statements, representations and undertakings of the Agency and subject to the conditions set forth herein the Company agrees as follows:

3.01. (a) The Company shall indemnify and hold the Agency harmless from all

losses, expenses, claims, damages and liabilities arising out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the acquisition of a controlling interest in, and reconstruction, renovation and equipping of the Project Facility (including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing), whether such claims or liabilities arise as a result of the Company or Additional Agents acting as agent for the Agency pursuant to this Agreement or otherwise.

(b) The Company shall not permit to stand, and will, at its own expense, take all steps reasonably necessary to remove, any mechanics' or other liens against the Project Facility for labor or material furnished in connection with the acquisition, reconstruction, renovation and equipping of the Project Facility.

(c) The Company shall indemnify and hold the Agency, its members, officers, employees and agents and anyone for whose acts or omissions the Agency or any one of them may be liable, harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned subsequent to the date hereof by any cause whatsoever in relation to the Project Facility, including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

(d) The Company shall defend, indemnify and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on the non-disclosure of information, if any, requested by the Company in accordance with Section 4.05 hereof.

(e) The defense and indemnities provided for in this Article 3 shall survive expiration or termination of this Agreement and shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by statutory law.

(f) The Company shall provide and carry: (i) worker's compensation and disability insurance as required by law; and (ii) comprehensive liability and property insurance with such coverages (including without limitation, owner's protective coverage for the benefit of the Agency, naming the Agency as an additional insured on all policies of coverage regarding the Project; providing the coverage with respect to the Agency be primary and non-contributory; and contractual coverage covering the indemnities herein provided for), with such limits and which such companies as may be approved by the Agency. Upon the request of the Agency, the Company shall provide certificates and/or policies of insurance in form satisfactory to the Agency evidencing such insurance.

(g) The Company shall apply and diligently pursue all approvals, permits and consents from the State of New York, the City, the City Planning Commission and any other

governmental authority which approvals, permits and consents are required under applicable law for the development, reconstruction, renovation and equipping of the Project and any related site improvements. The Company acknowledges and agrees that the Agency's findings and determinations under SEQRA do not and shall not in and of themselves (except as specifically set forth in SEQRA) satisfy or be deemed to satisfy applicable laws, regulations, rules and procedural requirements applicable to such approvals, permits and consents.

(h) The Company shall complete a Contractor Status Report to be obtained from the City of Syracuse Industrial Development Agency and agrees to utilize, and cause its Additional Agents to utilize, local contractors and suppliers for the reconstruction, renovation, equipping and completion of the Project unless a waiver is received from the Agency in writing. For purposes of this Agency Agreement, the term "**Local**" shall mean Onondaga, Oswego, Oneida, Madison, Cayuga and Cortland Counties. The Company agrees that such Local contractors shall be provided the opportunity to bid on contracts related to the Project Facility.

3.02. The Company agrees that, as agent for the Agency or otherwise, it will comply at the Company's sole cost and expense with all the requirements of all federal, state and local laws, rules and regulations of whatever kind and howsoever denominated applicable to the Agency and/or Company with respect to the Project Facility, the acquisition of a controlling interest therein, reconstruction, renovation and equipping thereof, the operation and maintenance of the Project Facility, supplemental review of adverse environmental impacts in accordance with SEQRA and the financing of the Project. Every provision required by law to be inserted herein shall be deemed to be set forth herein as if set forth in full, including, but not limited to, Section 875 of the Act; and upon the request of either party, this Agreement shall be amended to specifically set forth any such provision or provisions.

3.03. The Company agrees that, as agent for the Agency or otherwise, to the extent that such provisions of law are in fact applicable (without creating an obligation by contract beyond that which is created by statute) it will comply with the requirements of Section 220 of the Labor Law of the State of New York, as amended.

3.04. The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3.05. If it should be determined that any State or local sales or compensatory use taxes are payable with respect to the acquisition, purchase or rental or machinery or equipment, materials or supplies in connection with the Project Facility, or are in any manner otherwise payable directly or indirectly in connection with the Project Facility, the Company shall pay the same and defend and indemnify the Agency from and against any liability, expenses and penalties arising out of, directly or indirectly, the imposition of any such taxes.

3.06 The Company shall proceed with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility and advance such funds as may be necessary to accomplish such purposes. The Company may appoint Additional Agents as agents of the

Agency, in furtherance thereof. Any appointment of an Additional Agent is conditioned upon the Company first obtaining and providing the Agency the following:

(1) A written, executed agreement, in form and substance acceptable to the Agency, from each appointed Additional Agent which provides for the assumption by the Additional Agent, for itself, certain of the obligations under this Agreement relative to the appointment, work and purchases done and made by each Additional Agent; (ii) a commitment to utilize local contractors and suppliers for the reconstruction, renovation and equipping of the Project (“local” being defined in Section 3.01(h) hereof); (iii) an acknowledgement that the Additional Agent is obligated, to timely provide the Company with the necessary information to permit the Company, pursuant to General Municipal Law §874(8), to timely file an Annual Statement with the Agency and the New York State Department of Taxation and Finance on “Annual Report of Sales and Use Tax Exemptions” (Form ST-340) regarding the value of sales and use tax exemptions the Additional Agent claimed pursuant to the agency conferred on it by the Company with respect to this Project; (iv) an acknowledgment by the Additional Agent that the failure to comply with the foregoing will result in the loss of the exemption; and (v) such other terms and conditions as the Agency deems necessary; and

(2) A completed “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (Form ST-60) for each Additional Agent appointed within fifteen (15) days of the appointment of each Additional Agent such that the Agency can execute and deliver said form to the State Department of Taxation and Finance within thirty (30) days of appointment of each such Additional Agent.

Failure of the Company to comply with the foregoing shall nullify the appointment of any Additional Agent and may result in the loss of the Company’s exemption with respect to the Project at the sole discretion of the Agency.

The Company acknowledges that the assumption by the Additional Agent in accordance with Section 3.06(1) above, does not relieve the Company of its obligations under those provisions or any other provisions of this Agreement with respect to the Project.

3.07 The Company ratifies and confirms its obligations to pay an annual administrative reporting fee in accordance with the Agency’s fee schedule to cover administrative and reporting requirements to comply with New York State reporting regulations on Agency assisted projects.

Article 4. General Provisions.

4.01. This Agreement shall take effect on the date of the execution hereof by the Agency and the Company and, subject to Section 4.04 hereof, shall remain in effect until the Lease Documents become effective. It is the intent of the Agency and the Company that, except as to those provisions that survive, this Agreement be superseded in its entirety by the Lease Documents.

4.02. (a) It is understood and agreed by the Agency and the Company that the grant of

Financial Assistance and the execution of the Lease Documents and related documents are subject to: (i) payment by the Company of the Agency's fee and Agency's counsel fees; (ii) obtaining all necessary governmental approvals, permits and consents of any kind required in connection with the Project Facility; (iii) approval by the members of the Agency; (iv) approval by the Company; and (v) the condition that there are no changes in New York State Law, including regulations, which prohibit or limit the Agency from fulfilling its obligations hereunder; (b) the Company, by executing this agreement, acknowledges and agrees to make, or cause its Additional Agents, whether appointed as an agent of the Agency in accordance with Section 3.06 hereof or not, to make, all records and information regarding State and local sales and use tax exemption benefits given to the Project as part of the Financial Assistance available to the Agency upon request, including but not limited to the Form ST-340 for itself and each Additional Agent; (c) the Company, by executing this Agreement, acknowledges and agrees to the terms and conditions of Section 875(3) of the Act as if such section were fully set forth herein and further agrees to cause all of its Additional Agents to acknowledge, agree and consent to same. Without limiting the scope of the foregoing the Company acknowledges that pursuant to Section 875(3) of the Act and in accordance with the Agency's Recapture Policy, the Agency shall, and in some instances may, recover, recapture, receive or otherwise obtain from the Company the portion of the Financial Assistance (the "**Recapture Amount**") consisting of: (1) (a) that portion of the State and local sales and use tax exemption to which the Company was not entitled, which is in excess of the amount of the State and local sales and use tax exemption authorized by the Agency or which is for property or services not authorized by the Agency; or (b) the full amount of such State and local sales and use tax exemption, if the Company fails to comply with a material term or condition regarding the use of the property or services as represented to the Agency in its Application or otherwise; or (c) the full amount of such State and local sales and use tax exemption in the event the Company fails to execute and deliver the Lease Documents in accordance herewith or fails to complete the Project; and (2) any interest or penalties thereon imposed by the Agency or by operation of law or by judicial order or otherwise; and (d) the failure of the Company to promptly pay such Recapture Amount to the Agency will be grounds for the Commissioner to collect sales and use taxes from the Company under Article 28 of the State Tax Law, together with interest and penalties. In addition to the foregoing, the Company acknowledges and agrees that for purposes of exemption from New York State (the "**State**") sales and use taxation as part of the Financial Assistance requested, "sales and use taxation" shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the New York State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight. In addition to the foregoing, the Agency may recapture other benefits comprising the Financial Assistance in accordance with the Agency's Recapture Policy (a copy of which is on the Agency's website).

4.03. The Company agrees that it will, within thirty (30) days of a written request for same, regardless of whether or not this matter closes or the Project Facility is completed: (i) reimburse the Agency for all reasonable and necessary expenses, including without limitation the fees and expenses of counsel to the Agency arising from, out of or in connection with the Project, and/or any documents executed in connection therewith, including, but not limited to any claims or actions taken by the Agency against the Company, Additional Agents or third parties;

and (ii) indemnify the Agency from all losses, claims, damages and liabilities, in each case which the Agency may incur as a consequence of executing this Agreement or performing its obligations hereunder, including but not limited to, any obligations related to Additional Agents.

4.04. If for any reason the Lease Documents are not executed and delivered by the Company and the Agency on or before **December 20, 2017**, the provisions of this Agreement (other than the provisions of Articles 1.04, 2.02, 2.04, 3.01, 3.02, 3.03, 3.05, 3.06, 4.02, 4.03, 4.04, 4.05 and 4.06, which shall survive) shall unless extended by agreement of the Agency and the Company, terminate and be of no further force or effect, and following such termination neither party shall have any rights against the other party except:

(a) The Company shall pay the Agency for all expenses incurred by the Agency in connection with the acquisition, reconstruction, renovation and equipping of the Project Facility;

(b) The Company shall assume and be responsible for any contracts for the reconstruction or purchase of equipment entered into by the Agency at the request of or as agent for the Company in connection with the Project Facility; and

(c) The Company will pay the out-of-pocket expenses of members of the Agency and counsel for the Agency incurred in connection with the Project Facility and will pay the fees of counsel for the Agency for legal services relating to the Project Facility, Additional Agents or the proposed financing thereof.

4.05. The Company acknowledges that Section 875(7) of the New York General Municipal Law (“GML”) requires the Agency to post on its website all resolutions and agreements relating to the Company’s appointment as an agent of the Agency or otherwise related to the Project, including this Agreement; and Article 6 of the New York Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the Company feels that there are elements of the Project or information about the Company in the Agency’s possession which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the Company’s competitive position, the Company must identify such elements in writing, supply same to the Agency: (i) with respect to this Agreement, prior to or contemporaneously with the execution hereof; and (ii) with respect to all other agreements executed in connection with the Project, on or before the Closing Date, and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law. Failure to do so will result in the posting by the Agency of all information in accordance with Section 875 of the GML.

4.06 That every controversy, dispute or claim arising out of or relating to this Agreement shall be governed by the laws of the State of New York, without regard to its conflict-of-laws provisions that if applied might require the application of the laws of another jurisdiction; and that the Company irrevocably and expressly submits to the exclusive personal

jurisdiction of the Supreme Court of the State of New York and the United States District Court for the Northern District of New York, to the exclusion of all other courts, for the purposes of litigating every controversy, dispute or claim arising out of or relating to this Agreement.

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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the 20th day December, 2016.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
William M. Ryan, Chairman

ADDIS BUILDING LLC

By: _____
Name: _____
Title: _____

EXHIBIT "I"

FINAL APPROVING RESOLUTION

FINAL APPROVING RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on December 20, 2016 at 8:30 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by the Chairman and upon the roll being duly called, the following members were:

PRESENT: William Ryan, Donald Schoenwald, Esq., Steven Thompson, Kenneth Kinsey

EXCUSED: Catherine Richardson, Esq.

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Honora Spillane, Judith DeLaney, Meghan Ryan, Esq., Susan Katzoff, Esq., John Vavonese, Meghan Ryan, Esq.; Others: Barry Lentz, Paul Curtin, Carol Zenzel, Esq., Timothy Lynn, Esq., Donna Harris, Leann West, Aggie Lane, Michael Wicker, James Trasher, Mark Riley, Rich Punchanski, David Delvecchio, Ed Riley, Richard Engel, Esq., Alex Marion; Media Present: Rick Moriarty

The following resolution was offered by Donald Schoenwald and seconded by Kenneth Kinsey:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A COMMERCIAL PROJECT UNDERTAKEN AT THE REQUEST OF THE COMPANY

WHEREAS, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, Addis Building LLC, or an entity to be formed (the "**Company**"), by application dated October 10, 2016 (the "**Application**"), requested that the Agency undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the "**Building**") located at 449-53 South Salina Street, in the City of Syracuse, New York (the "**Land**"); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b)

approximately 7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, all located on the Land (collectively, the “**Facility**”); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the “**Equipment**” and together with the Land and the Facility, the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the “**Financial Assistance**”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on November 15, 2016 pursuant to Section 859-a of the Act, notice of which was originally published on November 3, 2016, in the Post-Standard, a newspaper of general circulation in the City of Syracuse, New York and given to the chief executive officers of the affected tax jurisdictions by letters dated October 31, 2016; and

WHEREAS, pursuant to Article 8 of the State Environmental Conservation Law, as amended and the regulations promulgated thereunder (collectively “**SEQRA**”), the Agency is required to make a determination with respect to the environmental impact of any “action” (as defined by SEQRA) to be taken by the Agency and the approval of the Project and grant of Financial Assistance constitute such an action; and

WHEREAS, the Agency adopted a resolution on November 15, 2016 (the “**SEQRA Lead Agency Resolution**”) entitled:

RESOLUTION CLASSIFYING A CERTAIN PROJECT AS A TYPE I ACTION AND DECLARING THE INTENT OF THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY TO BE LEAD AGENCY FOR PURPOSES OF A COORDINATED REVIEW PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT

which resolution is in full force and effect and has not been amended or modified; and

WHEREAS, the Agency adopted a resolution on December 20, 2016 (the “**SEQRA Resolution**”) entitled:

RESOLUTION DETERMINING THAT THE ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF A CERTAIN PROJECT AT THE REQUEST OF ADDIS BUILDING LLC

WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT

which resolution is in full force and effect and has not been amended or modified; and

WHEREAS, the Agency adopted a resolution on December 20, 2016 (the “*Inducement Resolution*”) entitled:

RESOLUTION UNDERTAKING THE ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF A MIXED-USE COMMERCIAL FACILITY; APPOINTING THE COMPANY AS AGENT OF THE AGENCY FOR THE PURPOSE OF THE ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF THE PROJECT; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE AGENCY AND THE COMPANY

which resolution is in full force and effect and has not been amended or modified; and

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

Section 1. Based upon the representations made by the Company to the Agency and after consideration of the comments received at the public hearing, if any, the Agency hereby ratifies all of its prior resolutions adopted in conjunction with the Project, including but not limited to the SEQRA Lead Agency Resolution, the SEQRA Resolution, the Inducement Resolution and all other action with respect to the Project and Financial Assistance taken by the Agency, and makes the following findings and determinations:

(a) The acquisition of a controlling interest in the Project Facility by the Agency, the granting of the Financial Assistance and the designation of the Company as the Agency’s agent for completion of the Project will be an inducement to, and permit, the Company to develop and operate the Project Facility in the City of Syracuse, thus serving the public purposes of Article 18-A of the General Municipal Law of New York State by promoting and preserving the job opportunities, general prosperity, health and economic welfare of the inhabitants of the City of Syracuse (the “*City*”) in furtherance of the purposes of the Act.

(b) The Project will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act.

(c) The commitment of the Agency to provide Financial Assistance to the Company will enable and induce the Company to construct, renovate, equip and complete the Project Facility.

(d) The acquisition, reconstruction, renovation, equipping and completion of the Project Facility and the attendant promotion of the local economy will advance the job opportunities, health, prosperity and economic welfare of the people of the City and the granting of the Financial Assistance is a necessary component to the financing of the Project.

(e) The Project Facility constitutes a “project” within the meaning of the Act.

(f) It is desirable and in the public interest for the Agency to grant Financial Assistance in connection with the Project.

Section 2. It is the policy of the State to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. The Project will serve the public purposes of Article 18-A of the General Municipal Law of the State of New York by advancing job opportunities and promoting economic development.

Section 3. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

Section 4. Subject to the conditions set forth in this and prior resolutions adopted by the Agency, the Project Agreement, and the Agreement (each as defined in the Inducement Resolution), the Agency will: (A) acquire a controlling interest in the Project Facility; (B) lease the Land and Facility from the Company pursuant to a lease agreement between the Agency and the Company (the “*Company Lease*”); acquire an interest in the Equipment pursuant to a bill of sale from the Company (the “*Bill of Sale*”); and sublease the Project Facility to the Company pursuant to a sublease agreement (the “*Agency Lease*”); (C) secure the Company’s borrowings with respect to the Project Facility by joining in one or more construction or permanent mortgages on the Project Facility in favor of the Company’s lenders(s); (D) provide the approved Financial Assistance; and (E) execute and deliver any other documents necessary to effectuate the actions contemplated by and consistent with this Resolution upon the advice of counsel to the Agency.

Section 5. The Chairman, Vice Chairman and any authorized representative of the Agency, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified in Section 4 of this Resolution and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes,

omissions, insertions, revisions, or amendments to the documents referred to in Section 4 of this Resolution and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution.

Section 6. The Agency's participation in any of the documents referenced herein, or the granting of the approved Financial Assistance, is contingent upon counsel for the Agency's review and the Chairman or Vice Chairman's approval of, all documents requested or required by the Agency in connection with the Project Facility, as well as the Company's execution of the Agreement (as defined in the Inducement Resolution) and all other documents required by the Agency to effectuate the intent of this Resolution and as required in similar transactions.

Section 7. No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

Section 8. Counsel to the Agency is hereby authorized to work with the Company and others to prepare, for submission to the Chairman and/or Vice Chairman, all documents necessary to effect the undertaking of the Project and the grant of Financial Assistance in connection with the Project.

Section 9. The approvals provided for herein are contingent upon the Company's payment of all of the Agency's fees and costs, including but not limited to attorneys fees.

Section 10. The Secretary and/or Executive Director of the Agency is hereby authorized to distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 11. This Resolution shall take effect immediately. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

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

	<u>AYE</u>	<u>NAY</u>
William Ryan	X	
Donald Schoenwald, Esq.	X	
Steven Thompson	X	
Kenneth Kinsey	X	

The foregoing Resolution was thereupon declared duly adopted.

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

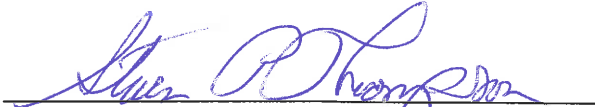
I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “*Agency*”) held on December 20, 2016, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

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

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency this 24 day of January, 2017.

City of Syracuse Industrial Development Agency



Steven P. Thompson, Secretary

(S E A L)

EXHIBIT "J"

TEMPORARY SALES TAX APPOINTMENT RESOLUTION

APPROVING RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on January 24, 2017 at 8:30 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by the Chairman and upon the roll being duly called, the following members were:

PRESENT: William Ryan, M. Catherine Richardson, Esq., Steven Thompson, Donald Schoenwald, Esq., Kenneth Kinsey

The following persons were **ALSO PRESENT:** Staff Present: Honora Spillane, Judith DeLaney, Meghan Ryan, Esq., Susan Katzoff, Esq., John Vavonese, Debra Ramsey-Burns; Others: Timothy Lynn, Esq., Barry Lentz, Aggie Lane, James Trasher, Paul Curtin, Esq., Carol Zenzel, Esq., Peter King, Lisa Sparks, Neil Patel; Media Present: Rick Moriarty.

The following resolution was offered by M. Catherine Richardson and seconded by Kenneth Kinsey:

RESOLUTION APPROVING THE ISSUANCE OF A TEMPORARY SALES TAX APPOINTMENT LETTER AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, Addis Building LLC, or an entity to be formed (the "**Company**"), by application dated October 10, 2016 (the "**Application**"), requested that the Agency undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the "**Building**") located at 449-53 South Salina Street, in the City of Syracuse, New York (the "**Land**"); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, all located on the Land (collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the

“**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the “**Financial Assistance**”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on November 15, 2016 pursuant to Section 859-a of the Act, notice of which was originally published on November 3, 2016, in the Post-Standard, a newspaper of general circulation in the City of Syracuse, New York and given to the chief executive officers of the affected tax jurisdictions by letters dated October 31, 2016; and

WHEREAS, by resolution adopted on November 15, 2016, the Agency appointed itself as lead agent for purposes of conducting a coordinated review, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as “**SEQRA**”); and

WHEREAS, the Company has prepared and submitted to the Agency an Environmental Assessment Form (the “**EAF**”); and

WHEREAS, the Agency carefully reviewed and examined the Project, correspondence from other involved agencies and the EAF in order to classify the Project and determined that the Project constitutes a “Type 1 Action” as defined under SEQRA; and

WHEREAS, by resolution adopted December 20, 2016 (the “**SEQRA Resolution**”), the Agency determined that the Project will not have a significant adverse effect on the environment and issued a negative declaration; and

WHEREAS, pursuant to the a resolution adopted by the Agency on December 20, 2016 (the “**Inducement Resolution**”), the Agency approved the appointment of the Company as its agent for purposes of completing the Project; and

WHEREAS, the Inducement Resolution authorized State and local sales tax exemptions for the Project in an amount not to exceed **\$222,890**; and

WHEREAS, by letter dated January 11, 2017, the Company advised that it was in the process of finalizing its financing for the Project but needed to undertake some construction immediately (commence demolition, abatement and rehabilitation work) to ensure that the obligation to the historic tax credit investors is met to complete the Project in 2017 and requested the Agency consider executing and delivering a temporary sales tax exemption prior to the

closing on the Lease Documents (as defined in the Agreement (as that term is defined in the Inducement Resolution); such that the Company can commence construction and benefit from the exemption from State and local sales and use taxes while finalizing its financing (the “*Appointment*”); and

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

(1) It is the policy of the State to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

(2) Based upon the representations made by the Company to the Agency, the Agency hereby makes the following findings and determinations:

(a) The action taken pursuant to this Resolution will not result in any significant adverse environmental impacts, and the previously adopted negative declaration still applies and does not need to be amended or supplemented.

(b) Pursuant to the terms of the Inducement Resolution the amount of State and local sales and use tax exemption benefits comprising the Financial Assistance approved by the Agency shall not exceed **\$222,890**.

(c) The terms and conditions of subdivision 3 of Section 875 of the Act are herein incorporated by reference and the Company shall agree to such terms as a condition precedent to the Company’s appointment as agent of the Agency and to receiving or benefiting from an exemption from State and local sales and use tax exemptions benefits.

(d) The Agency approves the Company’s Appointment and delivery of an appointment letter (the “*Letter*”) subject to execution of an associated temporary sales tax appointment agreement and/or project agreement by and between the Company and the Agency (the “*Project Agreement*”) as well as any necessary and related documents, including but not limited to, an Environmental Compliance and Indemnification Agreement and a Bill of Sale (collectively with the Letter and the Project Agreement, the “*Temporary Documents*”), all effective through **July 31, 2017** (the “*Temporary Period*”).

(e) As a condition precedent to the Agency’s execution and delivery of the Temporary Documents, the Company has, or will: (i) execute and deliver the Agreement (as defined in the Inducement Resolution); (ii) agree to comply with the provisions thereof and of the Act; and (iii) remit to the Agency 25% of the Agency’s administrative fee (currently based on the Company’s

Application) as well as the Agency's legal fees associated with the issuance of the Temporary Documents.

(f) The Agency approves, subject to the terms hereof, the execution and delivery of the Temporary Documents effective through **July 31, 2017**; and the Chairman and Vice Chairman of the Agency are each hereby authorized, upon review and advice of counsel, on behalf of the Agency, to execute and deliver the Temporary Documents, in form and substance similar to other such agreements entered into by the Agency. The execution thereof by the Chairman or Vice Chairman constitutes conclusive evidence of such approval.

(g) The Company may utilize, and is hereby authorized to appoint, subject to the terms and conditions of the Project Agreement (including the execution by the Additional Agent (as defined herein) of a Sub-Agent Agreement (as defined in the Project Agreement)), a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, "***Additional Agents***") to proceed with the construction and equipping of the Project, all with the same powers and the same validity as if the Agency were acting in its own behalf provided the Company execute, deliver and comply with the Temporary Documents. The Company shall provide, or cause Additional Agents to provide, and the Agency shall maintain, records of the amount of State and local sales and use tax exemption benefits provided to the Project, and the Company shall, and cause each Additional Agent to, make such records available to the Agency and the State Commissioner of Taxation and Finance (the "***Commissioner***") upon request. The Agency shall, within thirty (30) days of providing any State sales and use tax exemption benefits, report to the Commissioner the amount of such benefits for Project, identifying the Project, along with any such other information and specificity as the Commissioner may prescribe. As a condition precedent to the Company or Project's receipt of, or benefit from, any State or local sales and use tax exemptions, the Company must acknowledge and agree to make, or cause its Additional Agents to make, all records and information regarding State and local sales and use tax exemption benefits realized by the Project available to the Company, the Agency or its designee upon request.

(h) Counsel to the Agency is hereby authorized to work with the Company and others to prepare the Temporary Documents and all documents necessary to effect the intent of this Resolution.

(i) Should the Agency's participation in the Temporary Documents regarding the Project Facility be challenged by any party, in the courts or otherwise, the Company shall defend, indemnify and hold harmless the Agency and its members, officers and employees from any and all losses arising from any such challenge including, but not limited to, the fees and disbursement of the Agency's counsel. Should any court of competent jurisdiction determine that the Agency is not authorized under the Act to participate in the Letter and Agreement, this Resolution shall automatically become null, void and of no further force and effect, and the Agency shall have no liability to the Company hereunder or otherwise.

(j) No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or

agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

(k) The Secretary of the Agency is hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

(l) A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

(m) This Resolution shall take effect immediately.

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

	<u>AYE</u>	<u>NAY</u>
William M. Ryan	X	
M. Catherine Richardson	X	
Steven Thompson	X	
Donald Schoenwald	X	
Kenneth Kinsey	X	

The foregoing Approving Resolution was thereupon declared duly adopted.

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

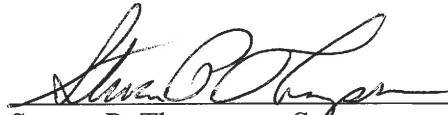
I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “*Agency*”) held on January 24, 2017, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

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

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency this 28th day of February, 2017.

City of Syracuse Industrial Development Agency



Steven P. Thompson, Secretary

(SEAL)

EXHIBIT "K"

TEMPORARY SALES TAX APPOINTMENT EXTENSION RESOLUTION

APPROVING RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on August 15, 2017 at 8:30 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by the Chairman and upon the roll being duly called, the following members were:

PRESENT: William Ryan, M. Catherine Richardson, Esq., Stephen Thompson

EXCUSED: Kenneth Kinsey, Donald Schoenwald, Esq.

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Honora Spillane, Susan Katzoff, Esq., Judith DeLaney, Debra Ramsey-Burns, John Vavonese; Others Present: Lauryn LaBourde, Ploy Chapman, Mitch Latimer, Tom Iorizzo, Jim Mason, Aggie Lane, Timothy Lynn, Esq., Jeffrey Appel, Methin Chutinthanond, Kevin Caraccioli, Esq.

The following resolution was offered by M. Catherine Richardson and seconded by Steven Thompson:

RESOLUTION APPROVING AN EXTENSION OF THE SALES TAX APPOINTMENT OF ADDIS BUILDING, LLC AS AGENT OF THE AGENCY UNTIL DECEMBER 31, 2017; AND AUTHORIZING THE EXECUTION OF ANY AND ALL NECESSARY DOCUMENTS

WHEREAS, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, at the request of Addis Building, LLC (the "**Company**"), by resolution dated December 20, 2016 (the "**Inducement Resolution**") the Agency agreed to undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the "**Building**") located at 449-53 South Salina Street, in the City of Syracuse, New York (the "**Land**"); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately

7,500 square feet of retail space on the first floor, all located on the Land (collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, on December 20, 2016, the Agency adopted resolutions which, among other things, authorized the Agency to undertake the Project and appoint the Company as its agent for purposes of acquiring, renovating and equipping the Project Facility (collectively, the "**Approving Resolutions**") subject to the terms thereof and the execution of an agency agreement in substantially the same form attached to the Approving Resolutions (the "**Agency Agreement**"); and

WHEREAS, following the adoption of Approving Resolutions, but prior to the Company being able to close on the lease transaction with the Agency to effectuate the granting of the approved Financial Assistance (the "**Lease Transaction**"), the Company requested that the Agency authorize the temporary appointment of the Company as the Agency's agent for purposes of undertaking certain work with respect to the Project Facility including exemptions from State and local sales and use tax in an amount not to exceed \$222,890 (the "**Temporary Appointment**");

WHEREAS, pursuant to a resolution dated January 24, 2017 ("**Appointment Resolution**"), the Agency approved the Company's request for the Temporary Appointment; and

WHEREAS, the Agency and Company executed an Interim Project Agreement dated as of March 1, 2017 (the "**Interim Project Agreement**") and the Agency issued a Temporary Sales Tax Appointment Letter to the Company on March 1, 2017 (the "**Letter**") and a Form ST-60 – IDA Appointment of Project Operator or Agency for Sales Tax Purposes was filed with the New York State Department of Taxation and Finance. The Temporary Appointment expired on July 31, 2017; and

WHEREAS, by letter dated August 4, 2017, the Company requested the Agency grant a retroactive extension of their Temporary Appointment from July 31, 2017 forward to provide them an opportunity to finalize the necessary financing on the Project so they could close on the Lease Transaction while still allowing them the ability to continue with certain site work; and

WHEREAS, the Temporary Appointment is in furtherance of the financial assistance that was previously approved for the Project, which underwent an environmental review by the Agency pursuant to the State Environmental Quality Review Act (“**SEQRA**”), and the present sales tax appointment extension request is insubstantial and does not require reconsideration or further review by the Agency under SEQRA; and

WHEREAS, the Agency is desirous of providing the Company with additional time through the end of 2017 (the “**Extension**”) to close on the lease transaction while still benefitting from the temporary appointment.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

(1) Based upon the representations made by the Company to the Agency, the Agency hereby makes the following findings and determinations:

(a) The granting of the Extension of the Temporary Appointment does not require reconsideration or further review by the Agency under SEQRA.

(b) The Agency authorizes a retroactive extension of the Temporary Appointment of the Company through and including **December 31, 2017**. By operation of this Resolution, the Temporary Agreement is extended through and including **December 31, 2017** but all other terms and conditions of the Interim Project Agreement remain unchanged and in full force and effect.

(c) By accepting the Extension and benefitting therefrom, the Company shall agree that failure to close on the lease transaction on or before December 31, 2017 will result in the Agency seeking to recapture all of the State and local sales and use tax exemption realized.

(2) The Agency is authorized to execute all documents necessary to effectuate the Extension and the sales tax appointment agent status of the Company and/or its Additional Agents (as that term is defined in the Agency’s Appointment Resolution) (collectively, the “**Extension Documents**”) including but not limited to issuance of a new Sales Tax Appointment Extension Letter and an amendment or extension of the appropriate “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (Form ST-60) for each of the entities; and the Chairman and Vice Chairman of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the documents upon the advice of counsel to the Agency. The execution thereof by the Chairman or Vice Chairman constitutes conclusive evidence of such approval.

(3) As a condition of the Extension, the Company will: (i) confirm that all insurance as well as Environmental Compliance and Indemnification Agreement executed and delivered in conjunction with the Interim Project Agreement remains in full force and effect and will continue to do so for so long as the Extension is in effect and in accordance with its terms; (ii) submit to

the Agency an updated contract status report, or other applicable information, including but not limited to proof of insurance naming the Agency as an additional insured pursuant to the Agency's requirements, requested by the Agency with respect to the Extension; (iii) submit the appropriate applicable administrative and legal fees incurred by the Agency in exchange for the Agency's grant of the Extension; and (iv) submit any proof required by the Agency demonstrating that the Company has not realized State and local sales and use tax exemptions in excess of what was authorized for the Project.

(4) The Company shall execute and deliver any and all documents required by the Agency in connection with the Extension and to carry out the intent of this Resolution; and

(5) The Company shall provide or cause its Additional Agents to provide, and the Agency shall maintain, records of the amount of State and local sales and use tax exemption benefits provided to the Project and the Company shall, and cause each Additional Agent, to make such records available to the Agency and the State Commissioner of Taxation and Finance (the "**Commissioner**") upon request. The Agency shall, within thirty (30) days of providing any State sales and use tax exemption benefits, report to the Commissioner the amount of such benefits for the Project, identifying the Project, along with any such other information and specificity as the Commissioner may prescribe. As a condition precedent to the Company or Project's receipt of, or benefit from, any State or local sales and use tax exemptions, the Company must acknowledge and agree to make, or cause its Additional Agents to make, all records and information regarding State and local sales and use tax exemption benefits realized by the Project available to the Agency or its designee upon request.

(6) No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

(7) The Secretary of the Agency is hereby authorized and may distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

(8) A copy of this Resolution, together with any attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

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

	<u>AYE</u>	<u>NAY</u>
William M. Ryan	X	
M. Catherine Richardson	X	
Steven Thompson	X	

The foregoing Resolution was thereupon declared duly adopted.

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

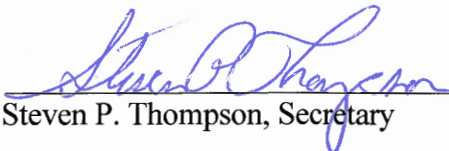
I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “Agency”) held on August 15, 2017, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

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

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency this 4th day of October, 2017.

City of Syracuse Industrial Development Agency



Steven P. Thompson, Secretary

(S E A L)

EXHIBIT "L"

SECOND TEMPORARY SALES TAX APPOINTMENT EXTENSION RESOLUTION

APPROVING RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on December 19, 2017 at 8:30 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by the Chairman and upon the roll being duly called, the following members were:

PRESENT: William Ryan, M. Catherine Richardson, Steven Thompson, Kenneth Kinsey

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff: Honora Spillane, Judith DeLaney, Susan Katzoff, Esq., John Vavonese, Meghan Ryan, Esq.; Others: Mitch Latimer, James Mason, Reggie Seigler, Gail Montplaisir, Norman Smith, Donna Harris, Aggie Lane, Melissa Mech, Alexander Grant.

The following resolution was offered by M. Catherine Richardson and seconded by Steven Thompson:

RESOLUTION APPROVING A FURTHER EXTENSION OF THE SALES TAX APPOINTMENT OF ADDIS BUILDING, LLC AS AGENT OF THE AGENCY UNTIL MARCH 31, 2018; AND AUTHORIZING THE EXECUTION OF ANY AND ALL NECESSARY DOCUMENTS

WHEREAS, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, at the request of Addis Building, LLC (the "**Company**"), by resolution dated December 20, 2016 (the "**Inducement Resolution**") the Agency agreed to undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the "**Building**") located at 449-53 South Salina Street, in the City of Syracuse, New York (the "**Land**"); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately

7,500 square feet of retail space on the first floor, all located on the Land (collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, on December 20, 2016, the Agency adopted resolutions which, among other things, authorized the Agency to undertake the Project and appoint the Company as its agent for purposes of acquiring, renovating and equipping the Project Facility (collectively, the "**Approving Resolutions**") subject to the terms thereof and the execution of an agency agreement in substantially the same form attached to the Approving Resolutions (the "**Agency Agreement**"); and

WHEREAS, following the adoption of Approving Resolutions, but prior to the Company being able to close on the lease transaction with the Agency (the "**Lease Transaction**"), the Company requested the Agency authorize the temporary appointment of the Company as the Agency's agent for purposes of undertaking certain work with respect to the Project Facility including exemptions from State and local sales and use tax in an amount not to exceed \$222,890 (the "**Temporary Appointment**");

WHEREAS, pursuant to a resolution dated January 24, 2017 ("**Appointment Resolution**"), the Agency approved the Company's request for the Temporary Appointment; and

WHEREAS, the Agency and Company executed an Interim Project Agreement dated as of March 1, 2017 (the "**Interim Project Agreement**"), the Company executed a Bill of Sale dated as of March 1, 2017 and an Environmental Compliance and Indemnification Agreement dated as of March 1, 2017 and the Agency issued a Temporary Sales Tax Appointment Letter to the Company on March 1, 2017 (the "**Letter**") and a Form ST-60 – IDA Appointment of Project Operator or Agency for Sales Tax Purposes was filed with the New York State Department of Taxation and Finance. The Temporary Appointment expired on July 31, 2017; and

WHEREAS, by letter dated August 4, 2017, the Company requested, and the Agency approved, a retroactive extension of their Temporary Appointment from July 31, 2017 to December 31, 2017 to provide them an opportunity to finalize the necessary financing on the Project so they could close on the Lease Transaction while still allowing them the ability to continue with certain site work; and

WHEREAS, the Temporary Appointment is in furtherance of the financial assistance that was previously approved for the Project, which underwent an environmental review by the Agency pursuant to the State Environmental Quality Review Act (“**SEQRA**”), and the present sales tax appointment extension request is insubstantial and does not require reconsideration or further review by the Agency under SEQRA; and

WHEREAS, by letter dated December 12, 2017, the Company requested a further extension of their Temporary Appointment to allow additional time to close on the lease transaction while still benefitting from the Temporary Appointment (the “**Second Extension**”). The Company’s request sought an extension through September 30, 2018; and

WHEREAS, the Company has advised that all abatement has been completed and they have received their Part 1 and Part 2 approvals from the State Historic Preservation Office (“**SHPO**”) and the National Parks Service (“**NPS**”); and

WHEREAS, the delays in securing permanent financing on the Project are tied to the historic preservation but the Company is confident that with the SHPO and NPS approvals they can finalize closing in 2018.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

(1) Based upon the representations made by the Company to the Agency, the Agency hereby makes the following findings and determinations:

(a) The granting of the Second Extension of the Temporary Appointment does not require reconsideration or further review by the Agency under SEQRA.

(b) The Agency authorizes the Second Extension of the Temporary Appointment of the Company but only through and including **March 31, 2018**. By operation of this Resolution, the Temporary Agreement is extended through and including **March 31, 2018** but all other terms and conditions of the Interim Project Agreement remain unchanged and in full force and effect.

(c) By accepting the Second Extension and benefitting therefrom, the Company shall agree that failure to close on the lease transaction on or before September 30, 2018 will result in the Agency seeking to recapture all of the State and local sales and use tax exemption realized by the Project.

(2) The Agency is authorized to execute all documents necessary to effectuate the Second Extension and the sales tax appointment agent status of the Company and/or its Additional Agents (as that term is defined in the Agency’s Appointment Resolution)

(collectively, the “*Extension Documents*”) including but not limited to revisions or amendments of the Interim Project Agreement, issuance of a new Sales Tax Appointment Extension Letter and an amendment or extension of the appropriate “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (Form ST-60) for each of the entities; and the Chairman and Vice Chairman of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the documents upon the advice of counsel to the Agency. The execution thereof by the Chairman or Vice Chairman constitutes conclusive evidence of such approval.

(3) As a condition of the Second Extension, the Company will: (i) confirm that all insurance as well as Environmental Compliance and Indemnification Agreement executed and delivered in conjunction with the Interim Project Agreement remains in full force and effect and will continue to do so for so long as the Second Extension is in effect and in accordance with its terms; (ii) submit to the Agency any applicable information, including but not limited to proof of insurance naming the Agency as an additional insured pursuant to the Agency’s requirements, requested by the Agency with respect to the Second Extension; (iii) submit one quarter of one percent of the Project fee to the Agency as part of its administrative fees and to remit all legal fees incurred by the Agency in exchange for the Agency’s grant of the Second Extension; and (iv) submit any proof required by the Agency demonstrating that the Company has not realized State and local sales and use tax exemptions in excess of what was authorized for the Project.

(4) The Company shall execute and deliver any and all documents required by the Agency in connection with the Second Extension and to carry out the intent of this Resolution; and

(5) The Company shall provide or cause its Additional Agents to provide, and the Agency shall maintain, records of the amount of State and local sales and use tax exemption benefits provided to the Project and the Company shall, and cause each Additional Agent, to make such records available to the Agency and the State Commissioner of Taxation and Finance (the “*Commissioner*”) upon request. The Agency shall, within thirty (30) days of providing any State sales and use tax exemption benefits, report to the Commissioner the amount of such benefits for the Project, identifying the Project, along with any such other information and specificity as the Commissioner may prescribe. As a condition precedent to the Company or Project’s receipt of, or benefit from, any State or local sales and use tax exemptions, the Company must acknowledge and agree to make, or cause its Additional Agents to make, all records and information regarding State and local sales and use tax exemption benefits realized by the Project available to the Agency or its designee upon request.

(6) No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

(7) The Secretary of the Agency is hereby authorized and may distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

(8) A copy of this Resolution, together with any attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

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

	<u>AYE</u>	<u>NAY</u>
William Ryan	X	
M. Catherine Richardson	X	
Steven Thompson	X	
Kenneth Kinsey	X	

The foregoing Resolution was thereupon declared duly adopted.

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


I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “**Agency**”) held on December 19, 2017, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

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

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency this 29th day of December, 2017.

City of Syracuse Industrial Development Agency



Steven P. Thompson, Secretary

(S E A L)

14

GENERAL CERTIFICATE OF

ADDIS BUILDING, LLC

This certificate is made in connection with the execution by Addis Building, LLC, a New York State limited liability company (the “**Company**”) of the Project Agreement, the Company Lease, the Agency Lease, the Environmental Compliance and Indemnification Agreement and any other document now or hereafter executed by the Company in connection with the City of Syracuse Industrial Development Agency (the “**Agency**”) agreeing, at the Company’s request, to undertake a project (the “**Project**”) consisting of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the “**Building**”) located at 449-53 South Salina Street, in the City of Syracuse, New York (the “**Land**”); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, all located on the Land (collectively, the “**Facility**”); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the “**Equipment**” and together with the Land and the Facility, the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the “**Financial Assistance**”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement..

The Project Facility is owned by the Company. The Company will lease the Land and Facility to the Agency pursuant to a Company Lease Agreement dated as of March 1, 2018 (the “**Company Lease**”) and transfer its interest in the Equipment to the Agency pursuant to a bill of sale dated as of March 1, 2018 (the “**Bill of Sale**”) and the Agency will sublease the Project Facility back to the Company pursuant to an Agency Lease Agreement dated as of March 1, 2018 (the “**Agency Lease**”).

Capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to such terms in the Agency Lease, except that, for purposes of this certificate: (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this Certificate and not as of any future date; and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

The undersigned, the Managing Member of the Company, does hereby certify as follows:

1. Attached hereto as **Exhibit “A”** is a true, correct and complete copy of the Articles of Organization of the Company and any amendments thereto filed with the New York State Secretary of State with proof of publication thereof attached thereto, which Articles (including any amendments) are in full force and effect on the date hereof.

2. Attached hereto as **Exhibit "B"** is a true, correct and complete copy of the Company's Operating Agreement, and any amendments thereto, and such Operating Agreement, as may have been amended, is in full force and effect on the date hereof.

3. The Company is, and at all times will be, a limited liability company, duly organized, validly existing and in good standing under the laws of New York State and authorized and licensed under the laws of New York State to transact business as a business corporation for the purpose of owning and operating the Project Facility in the State of New York. Attached hereto as **Exhibit "C"** is a true and correct copy of a Certificate of Good Standing of the Company issued by the New York State Secretary of State.

4. The Company has full legal right, power and authority to execute and deliver the Company Documents and to consummate the transactions on the part of the Company contemplated by the Company Documents. The Company Documents have been duly authorized, executed, and delivered by the Managing Member on behalf of the Company and are in full force and effect as of the date hereof. Attached hereto as **Exhibit "D"** is a true, correct and complete copy of the authorizing resolution of the Managing Member of the Company (the "**Resolution**") in respect of the execution, delivery and performance of the Company Documents.

5. The Company understands and agrees that, unless a written waiver is first obtained from the Agency, the Company and its Additional Agents shall utilize local labor, contractors and suppliers for the construction, renovation, reconstruction and equipping of the Project Facility. The term "**local**" shall mean Onondaga, Oswego, Madison, Cayuga, Oneida and Cortland Counties. The Company further understands and agrees that failure to comply with these local labor requirements may result in the revocation or recapture of benefits provided/approved to the Project by the Agency. In furtherance thereof, Appendix I to the Agency's Application entitled "Local Access Agreement" has been completed and is attached hereto as **Exhibit "E"**.

6. The Company understands and agrees that it is the preference of the Agency that the Company provide opportunities for the purchase of goods and services from: (i) business enterprises located in the City; (ii) certified minority and or women-owned business enterprises; and (iii) business enterprises that employ residents of the City. The Company further understands and acknowledges that consideration will be given by the Agency to the Company's efforts to comply, and compliance, with this objective at any time an extension of benefits is sought or involvement by the Agency with the Project is requested by the Company.

7. All consents, approvals, authorizations or orders of, notices to, or filings, registrations or declarations with, any court or governmental authority, board, agency, commission or body having jurisdiction which are required on behalf of the Company or for the execution and delivery by the Company of the Company Documents or the consummation on the part of the Company of the transactions contemplated thereby have been obtained.

8. After performing due diligence, there is no legal action, suit, proceeding, inquiry or investigation at law or in equity (before or by any court, agency, arbitrator, public board or body or other entity or person) pending or threatened against or affecting the Company or, to the knowledge of the Company, any basis therefor: (i) in any way affecting the organization, existence or good standing of the Company; (ii) contesting or materially affecting the validity or enforceability of the Company Documents; (iii) contesting the powers of the Company or its authority with respect to the Company Documents; (iv) contesting the authority of the Company to act on behalf of the Company or the authority of the representatives of the Company to act on behalf of the Company; (v) wherein an unfavorable decision, ruling or finding would have a material adverse effect on: (A) the financial condition or operations of the Company; or (B) the consummation on the part of the Company of the transactions contemplated by any Company Documents.

9. The execution and delivery by the Company of the Company Documents and the consummation by the Company of the transactions contemplated thereby are not prohibited by, do not violate any provision of, and will not result in a breach of or default under: (i) the organizational documents of the Company; (ii) any applicable law, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental body or other requirement to which the Company is subject; or (iii) any contract, agreement, mortgage, lease, guaranty, commitment or other obligation or instrument to which the Company is a party or by which the Company or its properties is bound.

10. All information concerning the Project Facility and the Company submitted to the Agency and any Mortgagee by the Company is true and correct in all material respects and does not omit to state a material fact necessary to make the statements therein not misleading.

11. Assuming the valid authorization, execution and delivery of the Agency Lease and the other Company Documents by the other parties thereto, the Agency Lease and the other Company Documents are the legal, valid and binding obligations of the Company, enforceable against the Company 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. No default by the Company or, to the best of knowledge of the undersigned, no event of default on the part of any other party to the Company Documents has occurred or is continuing and no event has occurred which, with the giving of notice or passage of time or both, would be such an event of default. The Company has duly authorized the taking of and has taken all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Company Documents.

12. All permits (including building permits), licenses and authorizations necessary for the construction, ownership and operation of the Project in the manner contemplated by each of the Company Documents have been obtained or will be obtained, and said construction, ownership and operation will not, to the best knowledge of the Company, conflict with any zoning or similar ordinance applicable to the Project. To the best of the Company's knowledge, the Project conforms to all material environmental regulations.


13. There is no Event of Default or default on the part of the Company under the Project Agreement, the Company Lease, the Agency Lease, the Environmental Compliance and Indemnification Agreement or any other Company Document, and no event has occurred and is continuing which, after notice or passage of time or both, would give rise to a default under any thereof.

14. The Project Agreement, the Company Lease, the Agency Lease, the Environmental Compliance and Indemnification Agreement and the other Company Documents are in full force and effect and the Company has not assigned or pledged any of its rights under these documents.

15. The Company acknowledges and restates all of the obligations, representations and covenants in Sections 2.2, 8.12, 11.12 and 11.14 of the Agency Lease and incorporates same herein by reference as if fully set forth herein.

16. The Company further acknowledges its obligation under Section 8.5 of the Agency Lease to provide the additional information as set forth therein and agrees to same.

17. The authorized representatives of the Company who, pursuant to the Resolution, are authorized to execute the Company Documents and the office held by each person are as set forth below. The signature set opposite the name of such officer, if any, is a genuine specimen of such officer's signature:

<u>Name</u>	<u>Signature</u>	<u>Office/Title</u>
<u>Timothy M. Lynn</u>		<u>Managing Member</u>

18. The Company represents and warrants that it has no employees and therefore is not now required to carry worker's compensation insurance. The Company represents and acknowledges that in the event it hires any employees in the future, it has an obligation pursuant to the Agency Lease, dated as of March 1, 2018 by and between the Company and the Agency, to obtain worker's compensation insurance and provide proof of same to the Agency.

IN WITNESS WHEREOF, I have set my hand and signature as officer of the Company as of March 1, 2018.

ADDIS BUILDING, LLC


By: 
Timothy M. Lynn, Managing Member

EXHIBIT "A"
ARTICLES OF ORGANIZATION

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on April 14, 2016.

A handwritten signature in cursive script that reads "Anthony Giardina".

Anthony Giardina
Executive Deputy Secretary of State

**ARTICLES OF ORGANIZATION
OF
Addis Building LLC**

Under Section 203 of the Limited Liability Company Law

THE UNDERSIGNED, being a natural person of at least eighteen (18) years of age, and acting as the organizer of the limited liability company hereby being formed under Section 203 of the Limited Liability Company Law of the State of New York certifies that:

FIRST: The name of the limited liability company is:

Addis Building LLC

SECOND: To engage in any lawful act or activity within the purposes for which limited liability companies may be organized pursuant to Limited Liability Company Law provided that the limited liability company is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency, or other body without such consent or approval first being obtained.

THIRD: The county, within this state, in which the office of the limited liability company is to be located is ONONDAGA.

FOURTH: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

c/o LLC
100 Madison Street, Suite 1905
Syracuse, NY 13202

FIFTH: The limited liability company is to be managed by: ONE OR MORE MANAGERS.

SIXTH: The limited liability company shall defend, indemnify and hold harmless all members, managers, and former members and managers of the limited liability company against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) incurred in connection with any claims, causes of action, demands, damages, liabilities of the limited liability company, and any pending or threatened action, suit, or proceeding. Such indemnification shall be made to the fullest extent permitted by the laws of the State of New York, provided that such acts or omissions which gives rise to the cause of action or proceedings occurred while the Member or Manager was in performance of his or her duties for the limited liability company and was not as a result of his or her fraud, gross negligence, willful misconduct or a wrongful taking. The indemnification provided herein shall inure to the benefit of successors, assigns, heirs, executors, and the administrators of any such person.

I certify that I have read the above statements, I am authorized to sign these Articles of Organization, that the above statements are true and correct to the best of my knowledge and belief and that my signature typed below constitutes my signature.

Timothy M. Lynn, Organizer (signature)

Timothy M. Lynn , ORGANIZER
100 Madison Street, Suite 1905
Syracuse, NY 13202

Filed by:

Centolella Lynn D'Elia & Temes LLC
100 Madison Street, Suite 1905
Syracuse, NY 13202

**FILED WITH THE NYS DEPARTMENT OF STATE ON: 04/14/2016
FILE NUMBER: 160414010277; DOS ID: 4930529**

ONLINE FILING RECEIPT

ENTITY NAME: ADDIS BUILDING LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM. LLC)

COUNTY: ONON

FILED:04/14/2016 DURATION:***** CASH#:160414010277 FILE#:160414010277
DOS ID:4930529

FILER:

EXIST DATE

CENTOLELLA LYNN D'ELIA & TEMES LLC
100 MADISON STREET, SUITE 1905
SYRACUSE, NY 13202

04/14/2016

ADDRESS FOR PROCESS:

C/O LLC
100 MADISON STREET, SUITE 1905
SYRACUSE, NY 13202

REGISTERED AGENT:



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the Biennial Statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICE COMPANY: ** NO SERVICE COMPANY **
SERVICE CODE: 00

FEE:	210.00	PAYMENTS	210.00
FILING:	200.00	CHARGE	210.00
TAX:	0.00	DRAWDOWN	0.00
PLAIN COPY:	0.00		
CERT COPY:	10.00		
CERT OF EXIST:	0.00		

DOS-1025 (04/2007)

Authentication Number: 1604140294 To verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at <http://ecorp.dos.ny.gov>

EXHIBIT "B"
OPERATING AGREEMENT

SECOND AMENDED AND RESTATED OPERATING AGREEMENT
of
ADDIS BUILDING LLC

THIS OPERATING AGREEMENT of ADDIS BUILDING LLC, a New York limited liability company (the "Company"), is made and entered into as of September __, 2016, by and among JOSEPH C. GEHM ("Gehm"), STEPHEN F. CASE ("Case"), LUKE ESPOSITO ("Esposito"), TIMOTHY M. LYNN ("Lynn"), and BBL SYRACUSE REDEVELOPMENT GROUP, LLC ("BBLSRG") (hereinafter Gehm, Case, Esposito, Lynn, and BBLSRG may be collectively referred to as "Parties").

WHEREAS, the Parties have agreed to organize and operate a limited liability company in accordance with the terms and subject to the conditions set forth in this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the Parties, intending legally to be bound, agree as follows:

ARTICLE I
DEFINED TERMS

The following capitalized terms shall have the meaning specified in this Article I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Adjusted Capital Account Deficit" means, with respect to any Economic Interest Holder, the deficit balance, if any, in the Economic Interest Holder's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

A. the deficit shall be decreased by any amounts which the Economic Interest Holder is obligated to restore or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

B. the deficit shall be increased by the items described in Regulation Sections 1.704-1(b)(2)(ii)-(d)(4), (5), and (6).

"Affiliate" means with respect to any Member, any Person which is owned or controlled, directly or indirectly, by a Member or group of Members.

"Agreement" means this Operating Agreement, as amended from time to time.

"Arbitration Value" shall mean the fair market value of (i) all real property owned by the Company in the case of a sale of an Economic Interest or Membership Interest or (ii) property contributed to, or distributed from, the Company (the item being valued hereunder is hereinafter referred to as the "Valued Property") determined by arbitration in accordance with these provisions. The purchasing and selling parties, in the case of a sale of an Economic Interest or Membership Interest, or the receiving or contributing Member and the other Members as a group, in the case of a distribution or contribution of property from or to the Company, shall each prepare a written report

which will contain a statement as to their opinion of the fair market value of the Valued Property (which shall be stated as a fixed amount and not as a value range) and such information and analysis that the party deems relevant to support such opinion (each party's written report is hereinafter referred to as the "Valuation Report"). The Valuation Report may, but need not, include a written appraisal prepared by a third party. The two Valuation Reports shall then be submitted to an arbitrator who is a member of the American Arbitration Association for a determination as to the fair market value of the interest being sold. The Valuation Report prepared by each party must be submitted to the arbitrator within forty-five (45) days following the date the arbitrator has been appointed. If a party fails to submit its Valuation Report within such forty-five (45) day period, then the Arbitration Value shall be the value set forth in the Valuation Report submitted timely. The rules of the American Arbitration Association shall govern, except that:

(1) the arbitrator, in rendering his decision as to the fair market value of the Valued Property, shall be limited to selecting a fair market value as stated in one of the two Valuation Reports submitted by the parties even if such arbitrator determines that neither Valuation Report adequately reflects the fair market value of such Valued Property; and

(2) in making such determination, the arbitrator shall determine which of the values set forth in the two Valuation Reports most closely approximates the fair market value of such Valued Property as determined by the arbitrator; and

(3) in making such determination, the arbitrator may, but is not obligated to, rely on the supporting information provided in the Valuation Reports or such other information and testimony obtained by the arbitrator from third parties (which may include an independent appraisal), or requested from the parties.

(4) The fair market value of the Valued Property is to be determined as of the date the purchasing party elected to purchase the Economic Interest or Membership Interest, or date of distribution or contribution, as the case may be.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The losing party shall pay all costs, fees and expenses of the arbitration. In conducting the arbitration and making its determination thereof, the arbitrator shall be guided by such rules as it shall deem fair and appropriate in the circumstances. Any determination rendered by the arbitrator shall be final, conclusive and binding upon the Parties. The arbitration proceedings shall be held in Syracuse, New York.

"Capital Account" means the account to be maintained by the Company for each Economic Interest Holder in accordance with the following provisions:

(i) an Economic Interest Holder's Capital Account shall be credited with the Economic Interest Holder's Capital Contributions, the amount of any Company liabilities assumed by the Economic Interest Holder (or which are secured by Company property distributed to the Economic Interest Holder); and the Economic Interest Holder's distributive share of Profit; and

(ii) an Economic Interest Holder's Capital Account shall be debited with the amount of money and the fair market value of any Company property distributed to the Economic Interest Holder, the amount of any liabilities of the Economic Interest Holder assumed by the Company (or which are secured by property contributed by the Economic Interest Holder to the Company), and the Economic Interest Holder's distributive share of Loss.

If any Economic Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Economic Interest. If the book value of Company property is adjusted pursuant to Section 4.3.2, the Capital Account of each Economic Interest Holder shall be adjusted to reflect the aggregate adjustment in the same manner as if the Company had recognized gain or loss equal to the amount of such aggregate adjustment. It is intended that the Capital Accounts of all Economic Interest Holders shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by a Member, net of liabilities assumed or to which the assets are subject.

"Cash Flow" means all cash funds of the Company (including interest received on reserves), without reduction for any non-cash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by the Members.

"Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

"Company" means **ADDIS BUILDING LLC**.

"Company Minimum Gain" has the meaning set forth in Sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations substituting the term "limited liability company" for the term "partnership" whenever the context requires.

"Depreciation" means, for each Fiscal Year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable under the Code with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Majority Vote of the Members.

"Economic Interest" means a Person's share of the Profits and Losses of, and the right to receive distributions from, the Company.

“Economic Interest Holder” means any Person who holds an Economic Interest, whether as a Member or an unadmitted assignee of a Member.

“Fair Market Value” shall mean with respect to any property or asset or with respect to any Member’s or Economic Interest Holder’s Percentage Interest in the Company, the dollar value of such item determined (i) by the mutual agreement of all Members in the case of a contribution or distribution of property to/from the Company, (ii) by mutual agreement of the buying and selling parties in the case of a purchase of a Membership Interest or Economic Interest or (iii) if the Fair Market Value cannot be mutually agreed upon as provided in (i) or (ii), as the case may be, then the Fair Market Value shall equal the Arbitration Value, except in the case of a purchase of a Membership Interest or Economic Interest in which case the Fair Market Value shall equal the net proceeds that the selling Member or Economic Interest Holder would have received if the Company sold all of its real property for its Arbitration Value and liquidated under Section 4.4 of this Agreement, except that the Company must obtain a written opinion of counsel that the liabilities and obligations for which a reserve would be established under Section 4.4.3 are reasonable and more likely than not to materialize.

“Family Member” means an individual’s spouse, lineal ancestors or descendants by birth or adoption, and trusts for the exclusive benefit of any of the foregoing individuals, or any entity owned or controlled directly or indirectly by any of the foregoing.

“Gross Asset Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(1) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Company;

(2) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Majority Vote of the Members as of the following times:

(A) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution;

(B) the distribution by the Company to a Member or Assignee of more than a de minimis amount of assets as consideration for an interest in the Company; and

(C) the liquidation of the Company within the meaning of Regulations 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments pursuant to clauses (A) and (B) above shall be made only if the Majority Vote of the Members reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members and assignees of Members in the Company;

(3) The Gross Asset Value of any Company asset distributed to any Member or assignee of a Member shall be the gross fair market value of such asset on the date of distribution; and

(4) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation 1.704-1(b)(2)(iv)(m) and paragraph 4.3.9); provided, however, that Gross Asset Values shall not be adjusted pursuant to this paragraph to the extent the Majority Vote of the Members determine that an adjustment pursuant to subparagraph (2) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this paragraph (4). If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraphs (1), (2), or (4) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“Involuntary Withdrawal” means, with respect to any Member, any attempted transfer of a Membership Interest upon the occurrence of any of the following events:

- (i) the Member makes an assignment for the benefit of creditors;
- (ii) the Member files a voluntary petition of bankruptcy;
- (iii) the Member is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding;
- (iv) the Member files a petition seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;
- (v) the Member seeks, consents to, or acquiesces in the appointment of a trustee for, receiver for, or liquidation of the Member or of all or any substantial part of the Member’s properties;
- (vi) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in Subsections (i) through (iii);
- (vii) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, continues for one hundred twenty (120) days after the commencement thereof, or the appointment of a trustee, receiver, or liquidator for the Member or all or any substantial part of the Member’s properties without the Member’s agreement or acquiescence, which appointment is not vacated or stayed for one hundred twenty (120) days or, if the appointment is stayed, for one hundred twenty (120) days after the expiration of the stay during which period the appointment is not vacated;
- (viii) any transfer of a Member’s interest in the Company on account of a court order or otherwise by operation of law, including any transfer incident to any divorce or marital property settlement or any transfer pursuant to applicable community property, quasi-community property or similar state law.

“Law” means the New York Limited Liability Company Law, as amended from time to time.

“Majority Vote” means the affirmative vote of the Members owning a majority of the Percentages owned by all Members (i.e., the Percentage owned by an Economic Interest Holder who has not been admitted as a Member shall not be counted) eligible to vote.

“Manager” means Timothy M. Lynn.

“Member” means each Person signing this Agreement and any Person who subsequently is admitted as a Member of the Company. If a Person (as herein defined) is a Member immediately before the purchase or other acquisition by such Person of an Economic Interest, that Person shall have all the rights of a Member with respect to the purchased or otherwise acquired Economic Interest.

“Membership Interest” means all of the rights of a Member in the Company, including a Member’s: (i) Economic Interest; (ii) right to inspect the Company’s books and records; (iii) right to participate in the management of and vote on matters coming before the Company; and (iv) unless this Agreement or the Articles of Organization provide to the contrary, right to act as an agent of the Company.

"Member Nonrecourse Debt" has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations substituting the term "member" for the term "partner" whenever the context requires.

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations substituting the term "member" for the term "partner" whenever the context requires.

"Member Nonrecourse Deductions" has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

“Minimum Gain” has the meaning set forth in Regulation Section 1.704-2(d). Minimum Gain shall be computed separately for each Economic Interest Holder in a manner consistent with the Regulations under Code Section 704(b).

"Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(b)(1) of the Regulations substituting the term "member" for the term "partner" whenever the context requires.

"Nonrecourse Liability" has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

“Percentage” means, as to a Member, the percentage determined below, and as to an Economic Interest Holder who is not a Member, the Percentage of the Member whose Economic Interest has been acquired by such Economic Interest Holder, to the extent the Economic Interest Holder has succeeded to that Member’s Economic Interest:

<u>Member Name</u>	<u>Percentage</u>
Timothy M. Lynn	20.00%
Stephen F. Case	20.00%
Joseph C. Gehm	20.00%
Luke Esposito	20.00%
BBL Syracuse Redevelopment Group, LLC	20.00%

“Person” means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

“Positive Capital Account” means a Capital Account with a balance greater than zero.

“Profit” and “Loss” means, for each taxable year of the Company (or other period for which Profit or Loss must be computed), the Company’s taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

(i) all items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss; and

(ii) any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be added to the taxable income or loss; and

(iii) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss; and

(iv) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes; and

(v) in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the adjusted book value of the asset; and

(vi) notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 4.3 hereof shall not be taken into account in computing Profit or Loss.

“Promissory Note” shall mean a promissory note in form similar to that as may be used by commercial lending institutions in the State of New York which shall provide for sixty (60) equal monthly installments of principal, the first of which installment shall be due and payable one (1) month after the date of execution of the note. In addition to the monthly principal installments, interest shall be paid monthly on the deferred principal balance at a rate equal to the prime rate of interest posted in the Wall Street Journal (or any successor newspaper), such rate to be adjusted monthly as such rate

may change. The said Promissory Note may be prepaid, in whole or in part, at any time, without penalty.

“Regulation” means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

“Syracuse Members” means Gehm, Case, Esposito, and Lynn.

“Transfer” means—when used as a noun—any sale, hypothecation, pledge, assignment, attachment, or other transfer—and, when used as a verb—means to sell, hypothecate, pledge, assign, or otherwise transfer.

“Voluntary Withdrawal” means a Member’s disassociation with the Company by means other than a Transfer or an Involuntary Withdrawal.

**ARTICLE II
FORMATION AND NAME;
OFFICE; PURPOSE; TERM**

2.1. Organization. The parties hereby organize a limited liability company pursuant to the Law and the provisions of this Agreement and, for that purpose, have caused Articles of Organization to be prepared, executed, and filed with the New York Department of State on May 3, 2016.

2.2. Name of the Company. The name of the Company shall be **ADDIS BUILDING LLC**. The Company may do business under that name and under any other name or names upon which the Members agree. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a certificate as required by General Business Law §130.

2.3. Purpose. The Company is formed for the purpose of owning and operating the Addis Building, located 449 – 453 South Salina Street, Syracuse, New York. The Company cannot engage in any other business without the unanimous consent of the Members.

2.4. Term. The term of the Company shall continue until terminated pursuant to Article VII of this Agreement.

ARTICLE III
MEMBERS; CAPITAL; CAPITAL ACCOUNTS

3.1. Capital Contributions. The Capital Contributions of the Members to be made are set forth below:

<u>Member Name</u>	<u>Contribution</u>
Timothy M. Lynn	\$10.00
Stephen F. Case	\$10.00
Joseph C. Gehm	\$10.00
Luke Esposito	\$10.00
BBL Syracuse Redevelopment Group, LLC	\$10.00

3.2. Liability of Members. No Member shall have any personal liability for any obligation of the Company solely by reason of being a Member in the Company.

3.3. No Interest on Capital Contributions. Economic Interest Holders shall not be paid interest on their Capital Contributions.

3.4. Return of Capital Contributions. Except as otherwise provided in this Agreement or in the Credit Pass-Through Agreement of even date herewith, no Economic Interest Holder shall have the right to receive any return of any Capital Contribution.

3.5. Form of Return of Capital. If an Economic Interest Holder is entitled to receive a return of a Capital Contribution, the Company may distribute cash, notes, property, or a combination thereof to the Economic Interest Holder in return of the Capital Contribution.

3.6. Capital Accounts. A separate Capital Account shall be maintained for each Economic Interest Holder.

3.7. No Third Party Rights. The right of the Company or the Members to require any additional contributions under the term of this Agreement shall not be construed as conferring any rights or benefits to or upon any Person not a party to this Agreement.

3.8. Subsequent Capital Contributions.

A. It is intended that any additional funds required for the purposes of the Company, including costs of construction, shall be supplied by loans from institutional lenders (and to the extent possible, without personal liability of any Economic Interest Holders) and from the retained earnings of the Company. To the extent that such funds are not reasonably available from those sources, the Syracuse Members agree to advance such funds to the Company as required, simultaneously, and in proportion to their respective Percentages (the "Capital Call Obligation"). Capital funds shall be deemed required if the Company has insufficient funds to meet any liability currently due or to become due within thirty (30) days. The Capital Call Obligation for each Syracuse Member shall be due to the Company within ten (10) days after the Syracuse Member has received written notice (the "Capital Call Due Date") from another Member

or the Company indicating that the Company will have insufficient funds to meet any liability due or to become due within thirty (30) days, which notice shall briefly outline the nature of the cash short fall. If a Syracuse Member (the "Defaulting Party") fails to make his Capital Call Obligation by the Capital Call Due Date, the other Syracuse Member(s) (a "Non-Defaulting Party") may, but are not obligated to, contribute to the Company the amount otherwise required to be contributed by the Defaulting Party. The funds advanced by a Syracuse Member shall constitute a loan (the "Deficiency Loan") to the Defaulting Party by the Non-Defaulting Party. The Deficiency Loan shall bear interest at a rate per annum equal to the lesser of 12 percent per annum or the highest rate permitted by applicable law. To the extent any portion of the Deficiency Loan remains outstanding at the time the Defaulting Party would otherwise be entitled to receive a distribution of cash from the Company pursuant to Article IV hereof, the distribution to which the Defaulting Party would otherwise be entitled shall instead be paid to the Non-Defaulting Party (pro-rata if more than one Syracuse Member under the Deficiency Loan) to the extent required to discharge the Deficiency Loan plus accrued and unpaid interest thereon.

B. (1) Upon the occurrence of an Event of Default (as defined herein), the Non-Defaulting Party(ies) shall have the right to (i) cause the determination of Fair Market Value of the Defaulting Party's Membership Interest or Economic Interest, as the case may be (the Interest of the Defaulting Party hereinafter the "Interest") in the Company and purchase the Defaulting Party's Interest at a price equal to seventy-five percent (75%) of the Fair Market Value of such interest (the "Purchase Price") or (ii) at the option of the Non-Defaulting Party(ies) terminate this Agreement by giving written notice to the Defaulting Party whereupon the Company shall be dissolved on such terms and conditions as the Non-Defaulting Party deems appropriate. The Syracuse Members agree that they have entered into this Agreement on the understanding that each Syracuse Member shall be responsible for contributing his pro rata share of any additional funds needed for the Project. The failure of any Syracuse Member to make such required contributions results in damages to the Non-Defaulting Party(ies) that are impossible to measure. Therefore, the Syracuse Members agree that the reduction in the purchase price for the Defaulting Party's Interest in the Company constitutes the Syracuse Member's best estimate of any such damages and is not a penalty. The rights of the Non-Defaulting Party shall be exercised, if at all, within one hundred twenty (120) days after the determination of the Fair Market Value of the Defaulting Party's Interest. The fees of any and all Appraisers used to determine Fair Market Value shall be borne by the Defaulting Party. The failure of either of the Non-Defaulting Parties to insist upon strict performance of any of the terms of this Agreement shall not constitute a waiver of any such breach or any other terms of this Agreement. No breach shall be waived and no duty to perform shall be altered or modified except by written instrument. One or more waivers or failures by a Non-Defaulting Party to exercise its rights hereunder shall not constitute a waiver of a subsequent or continuing breach of the same covenant. The rights of a Non-Defaulting Party(ies) shall not be deemed an exclusive remedy, but all other rights and remedies, legal and equitable, shall be available to a Non-Defaulting Party(ies).

(2) An "Event of Default" shall occur with respect to a Defaulting Party if either (i) a Deficiency Loan has not been repaid within three (3) months of the date the amount was contributed by the Non-Defaulting Party, or (ii) in the case where the Non-Defaulting Party(ies) has not elected to contribute on behalf of the Defaulting Party, the Defaulting Party still has not met its Capital Call Obligation within three (3) months following the original Capital Call Due Date.

(3) In the event the Non-Defaulting Party(ies) chooses to purchase said interest, the Defaulting Party shall transfer its Interest in the Company to the Non-Defaulting Party, and the Non-Defaulting Party shall execute a Promissory Note in the amount of the Purchase Price, payable to the Defaulting Party. The Promissory Note shall be secured by the Company interest acquired and shall be personally guaranteed by the purchasing Syracuse Member. If more than one Non-Defaulting Party elects to purchase, then unless they agree to the contrary, they shall each have the right to purchase their proportionate share of such interest.

(4) All real property transfer tax payable on the sale of a Defaulting Party's Interest in accordance with this Section shall be paid by the Defaulting Party. In addition, if the Defaulting Party's Interest is acquired by a Non-Defaulting Party in accordance with this Section, the Non-Defaulting Party shall use its best efforts to obtain the release of the Defaulting Party from all obligations of the Company. If a Non-Defaulting Party cannot obtain said release, a Non-Defaulting Party shall defend, indemnify and hold the Defaulting Party harmless from all of said Company liability.

C. Notwithstanding anything contained in this Agreement to the contrary, if a Defaulting Party has not made its Capital Call Obligation (or repaid the Deficiency Loan, as the case may be) within ninety (90) days after the Capital Call Due Date, that Defaulting Party shall lose all voting rights with respect to all matters involving the Company until such time as the Capital Call Obligation has been made (or the Deficiency Loan has been completely repaid, as the case may be to the Non-Defaulting Party, including interest).

ARTICLE IV PROFIT, LOSS AND DISTRIBUTIONS

4.1. Distributions of Cash Flow. Except as otherwise provided below, Cash Flow of the Company shall be distributed to the Economic Interest Holders in proportion to their Capital Accounts, adjusted to reflect any Company debt guaranteed by a Member (with respect to Company debt guaranteed by more than one Member, such debt shall be allocated to each Member based upon their relative Percentages).

4.2. Allocation of Profit or Loss. Except as otherwise provided below, after giving effect to the special allocations set forth in Section 4.3, for any taxable year of the Company, Profit or Loss shall be allocated to the Economic Interest Holders as follows:

(a) Profits. Profits of the Company will be allocated annually as follows:

(1) First, to the Members until the cumulative Profits allocated to the Members pursuant to this **paragraph 4.2(a)(1)** for the current and all prior Fiscal Years is equal to the cumulative Losses allocated pursuant to **paragraph 4.2(b)(1)**;

(2) Thereafter, to each Member in proportion to each Member's Percentage.

(b) Losses and Deductions. Losses and deductions of the Company will be allocated as follows:

(1) First, to the Members in an amount equal to the aggregate Profits previously allocated to their Membership Interests in the Company in the proportion that such Profits were allocated pursuant to **paragraph 4.2(a)** less any amounts allocated in prior years pursuant to this **paragraph 4.2(b)(1)**;

(2) Thereafter, to each Member in proportion to each Member's Percentage.

(3) Notwithstanding the foregoing allocations, no allocation of loss or deduction shall be made to a Member that creates (or increases) an Adjusted Capital Account Deficit for that Member. All losses and deductions in excess of such limitation shall be allocated among the Members for whom the allocation of the loss or deduction would not create (or increase) an Adjusted Capital Account Deficit, pro rata according to positive Adjusted Capital Account balances of the Members.

Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Economic Interest Holders in the same proportions as they share Profits and Losses, as the case may be, for the year.

4.3. Regulatory Allocations.

4.3.1. Minimum Gain Chargeback. Except as set forth in Regulation Section 1.704-2(f)(2), (3), and (4), if, during any taxable year, there is a net decrease in Minimum Gain, each Economic Interest Holder, prior to any other allocation pursuant to this Article IV, shall be specially allocated items of gross income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to that Economic Interest Holder's share of the net decrease of Minimum Gain, computed in accordance with Regulation Section 1.704-2(g). Allocations of gross income and gain pursuant to this Section shall be made first from gain recognized from the disposition of Company assets subject to non-recourse liabilities (within the meaning of the Regulations promulgated under Code Section 752), to the extent of the Minimum Gain attributable to those assets, and thereafter, from a pro rata portion of the Company's other items of income and gain for the taxable year. It is the intent of the parties hereto that any allocation pursuant to this Section shall constitute a "minimum gain chargeback" under Regulation Section 1.704-2(f).

4.3.2. Contributed Property and Book-ups. In accordance with Code Section 704(c) and the Regulations thereunder, as well as Regulation Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss, and deduction with respect to any property contributed (or deemed contributed) to the Company shall, solely for tax purposes, be allocated among the Economic Interest Holders so as to take account

of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution). If the adjusted book value of any Company asset is adjusted as provided herein, subsequent allocations of income, gain, loss, and deduction with respect to the asset shall take account of any variation between the adjusted basis of the asset for federal income tax purposes and its adjusted book value in the manner required under Code Section 704(c) and the Regulations thereunder.

4.3.3. Qualified Income Offset. No Economic Interest Holder shall be allocated Losses or deductions if the allocation causes the Economic Interest Holder to have an Adjusted Capital Account Deficit. If an Economic Interest Holder receives (1) an allocation of Loss or deduction (or item thereof) or (2) any distribution, which causes the Economic Interest Holder to have an Adjusted Capital Account Deficit at the end of any taxable year, then all items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain) for that taxable year shall be allocated to that Economic Interest Holder, before any other allocation is made of Company items for that taxable year, in the amount and in proportions required to eliminate the excess as quickly as possible. This paragraph is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulations promulgated under Code Section 704(b).

4.3.4 Minimum Gain Chargeback - Member Nonrecourse Debt Minimum Gain. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations and notwithstanding any other provision of Article IV except **paragraph 4.3.3**, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Company Fiscal Year, each Person who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to the portion of such Person's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member and assignee of a Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This paragraph is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

4.3.5 Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Fiscal Year or other period shall be specially allocated to the Member or assignee of a Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

4.3.6 Section 734(b) or Section 743(b) Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Sections 734(b) or Section 743(b) of the Code is required to be taken into account in determining Capital Accounts as the result of a distribution to a Member (or assignee of a Member) in complete liquidation of his Membership Interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if such adjustment increases the basis of the assets) or loss (if such adjustment decreases such basis) and such gain or loss shall be specifically allocated to the Members in

accordance with their Membership Interests in the Company in the event Regulations Section 1.704-1 (b)(2)(iv)(m)(2) applies or to the Members to whom such distribution was made in the event Regulations Section 1.704-1 (b)(2)(iv)(m)(4) applies.

4.3.7 Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year or other period shall be specifically allocated to the Members (or Assignees) in proportion to their respective Company Percentages.

4.3.8 Excess Nonrecourse Liabilities. Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations Section 1.752-3(a)(3), the Members' Membership Interests in Profits are equal to their Company Percentages.

4.3.9 Curative Allocations. The allocations set forth in paragraph 4.3 (the "Regulatory Allocations") are intended to comply with certain requirements of Sections 1.704-1(b) and 1.704-2 of the Treasury Regulations (and any successor provisions thereto). Notwithstanding any other provision of this Article IV, the Regulatory Allocations shall be taken into account in allocating other profits, losses and items of income, gain, loss and deduction among the Members so that, to the extent possible, the net amount of such allocations of other profits, losses and other items and the Regulation Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Regulatory Allocations had not been made.

4.4. Liquidation and Dissolution. The net proceeds of liquidation and dissolution of the Company, and from the sale of substantially all of the Company's property, shall be distributed as follows:

4.4.1. first to the payment of all expenses of the Company incident to such sale or dissolution;

4.4.2. next, to the payment of debts and liabilities of the Company then due and outstanding (including repayment of all debts due to any Economic Interest Holder or Member);

4.4.3. to the establishment of any reserves which the Members deem necessary by Majority Vote for liabilities or obligations of the Company; and then

4.4.4. the balance, if any, to the Economic Interest Holders in proportion to their positive Capital Account balances;

4.4.5. No Economic Interest Holder shall be obligated to restore a negative Capital Account.

4.5. General.

4.5.1. Except as otherwise provided in this Agreement, the timing and amount of all distributions shall be determined by the Majority Vote of the Members.

4.5.2. If any assets of the Company are distributed in kind to the Economic Interest Holders, those assets shall be valued on the basis of their fair market value, and any Economic Interest

Holder entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Economic Interest Holders so entitled. Unless the Members otherwise agree by Majority Vote, the fair market value of the assets shall be their Fair Market Value. The Profit or Loss for each unsold asset shall be determined as if the asset had been sold at its fair market value, and the Profit or Loss shall be allocated as provided in Section 4.2 and shall be properly credited or charged to the Capital Accounts of the Economic Interest Holders prior to the distribution of the assets in liquidation pursuant to Section 4.4.

4.5.3. The Members are hereby authorized, upon the advice of the Company's tax counsel, to amend this Article IV to comply with the Code and the Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect distributions to an Economic Interest Holder without the Economic Interest Holder's prior written consent.

4.5.4 Special Tax Distribution. Notwithstanding anything to the contrary set forth herein, if at any time taxable income is allocated to any Member by the Company, the Company shall distribute to any Member, within twenty (20) business days following the applicable Tax Return Date (as hereinafter defined), as a special distribution (a "Special Tax Distribution"), an amount equal to the product of (i) the amount of taxable income allocated on Form K-1 of the Company, and (ii) 45 percent.

4.6 Cash Savings Clause. The Parties intend that the provisions of this Article 4 shall produce final Capital Account balances of the Members that will permit liquidating distributions that are made in accordance with final Capital Account balances under this Section to be made (after unpaid loans and interest thereon, including those owed to Members have been paid) in a manner identical to the order of priorities of cash flow set forth in Section 4.1. To the extent that the tax allocation provisions of this Article 4 would fail to produce such final Capital Account balances, (i) such provisions shall be amended by the Managing Member if and to the extent necessary to produce such result and (ii) taxable income and taxable loss of the Company for prior open years (or items of gross income and deduction of the Company for such years) shall be reallocated by the Managing Member among the Members to the extent it is not possible to achieve such result with allocations of items of income (including gross income) and deduction for the current year and future years, as reasonably determined by the Managing Member in consultation with the Company's certified public accountant. This Section shall control notwithstanding any reallocation or adjustment of taxable income, taxable loss, or items thereof by the Internal Revenue Service or any other taxing authority. The Managing Member shall have the power to amend this Agreement without the consent of the other Members, as it reasonably considers advisable, to make the allocations and adjustments described in this Section. To the extent that the allocations and adjustments described in this Section result in a reduction in the distributions that any Member will receive under this Agreement, compared to the amount of the distributions such Member would have received if all such distributions were made pursuant to the order of priority set forth in Section 4.1, the Company may make a Guaranteed Payment (as described in Section 707(c) of the Code) to such Member (to be made at the time such Member would otherwise receive the distributions that have been reduced) to the extent such payment does not violate the requirements of Section 704(b) of the Code or may take such other action as reasonably determined by the Company's Certified Public Accountant to offset such reduction.

**ARTICLE V
MANAGEMENT: RIGHTS,
POWERS, AND DUTIES**

5.1 Exercise of Management. The overall management and control of the business, assets and affairs of the Company shall be vested in the Manager, acting individually or jointly. No other Member shall take part in the management or control of the business of the Company or have authority to bind the Company except as specifically provided herein. The Manager shall have full, exclusive, and complete discretion, power, and authority to manage, control, administer, and operate the business and affairs of the Company for the purposes herein stated, and to make all decisions affecting such business and affairs, including but not limited to decisions relating to the acquisition, development, financing (construction and permanent), leasing, and sale of Company assets. The Manager shall have the full power to execute and deliver, for and on behalf of the Company, any and all documents and instruments which may be necessary or desirable to carry on the business of the Company. No person dealing with the Manager need inquire into the validity or propriety of any document or instrument executed in the name of the Company by the Manager, or as to the authority of the Manager in executing the same. Without limiting the foregoing, any person or entity dealing with the Company or the Manager or any Member may rely upon a certificate signed by the Manager as to: (i) the identity of the Manager or any Member; (ii) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Manager or any Member or are in any other manner germane to the affairs of the Company; and (iii) the persons who or entities which are authorized to execute and deliver any instrument or document of or on behalf of the Company. The Company shall indemnify and hold the Manager harmless from any actions taken by the Manager in such capacity absent a showing of bad faith. The Members may, by unanimous vote or unanimous written consent, remove the Manager and, if they so elect, appoint a new Manager.

5.2 Limitations upon the Authority of the Manager. Notwithstanding any other provisions of this Agreement, the Manager shall not have authority to perform any act in violation of any applicable law or regulation thereunder or in breach of this Agreement.

5.3. Meetings of and Voting by Members.

5.3.1. Annual meetings of the Members are not required. However, a special meeting of the Members may be called at any time by any Member. Meetings of Members shall be held at the Company's principal place of business. Not less than ten (10) nor more than sixty (60) days before each meeting, the Person calling the meeting shall give written notice of the meeting to each Member entitled to vote at the meeting. The notice shall state the place, date, hour, and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy without objecting to the lack of notice. Unless this Agreement provides otherwise, at a meeting of Members, the presence in person or by proxy of all of the Members constitutes a quorum. A Member may vote either in person or by written proxy signed by the Member or by the Member's duly authorized attorney in fact.

5.3.2. Only the consent of the Manager shall be required on any business of the Company as provided in section 5.1.

5.3.3. In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating the consent of Members holding such Percentages then held by Members as would be required for Members to take action under this operating agreement.

5.4. Personal Service. No Member shall be required to perform services for the Company solely by virtue of being a Member. Unless approved by the Members, no Member shall be entitled to compensation for services performed for the Company. However, upon substantiation of the amount and purpose thereof, the Members shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

5.5. Duties of Parties.

5.5.1. The Members shall devote such time to the business and affairs of the Company as is necessary to carry out the Members' duties set forth in this Agreement.

5.5.2. Nothing in this Agreement shall be deemed to restrict in any way the rights of any Member to conduct any other business or activity whatsoever, and no Member shall be accountable to the Company or to any other Member with respect to that business or activity even if the business or activity competes with the Company's business. The organization of the Company shall be without prejudice to the Members' respective rights to maintain, expand, or diversify such other interests and activities and to receive and enjoy profits or compensation therefrom.

5.5.3. Each Member understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with Members and their Affiliates. In any of those cases, those dealings and undertakings shall be at arm's length and on commercially reasonable terms.

5.5.4. Each Syracuse Member shall grant such guaranties or security interests required by any institutional lender or other creditor of the Company, provided each Syracuse Member is required to provide the same guaranty or similar security interest. Unless otherwise agreed upon in writing by BBLSRG, BBLSRG shall not be required to guaranty any obligation to the Company.

5.6. Liability and Indemnification.

5.6.1. A Member shall not be liable, responsible, or accountable, in damages or otherwise, to any other Member or to the Company for any act performed by the Member with respect to Company matters, except for fraud, bad faith, gross negligence, or a breach of this Agreement which is not cured within a reasonable time after notice of such breach.

5.6.2. The Company shall indemnify each Member for any act performed by the Member with respect to Company matters, except for fraud, bad faith, gross negligence, or an intentional breach of this Agreement.

**ARTICLE VI
TRANSFER OF INTERESTS AND
WITHDRAWAL OF MEMBERS**

6.1. Transfers.

6.1.1. No Person may Transfer all or any portion of or any interest or rights in the Person's Membership Interest or Economic Interest unless the following conditions ("Conditions of Transfer") are satisfied:

6.1.1.1. the Transfer will not require registration of Economic Interests or Membership Interests under any federal or state securities laws;

6.1.1.2. the transferee delivers to the Company a written agreement to be bound by the terms of this Agreement;

6.1.1.3. the transferor or the transferee delivers the following information to the Company: (i) the transferee's taxpayer identification number; and (ii) the transferee's initial tax basis in the Transferred Interest;

6.1.1.4. the transferor complies with the provisions set forth in Section 6.1.4; and

6.1.1.5. the transfer does not violate any agreements to which the Member or the Company is a party

6.1.2. If the Conditions of Transfer are satisfied, then a Member or Transferee may Transfer all or any portion of that Person's Economic Interest. Except as provided in Section 6.1.5., the Transfer of an Economic Interest pursuant to this Section 6.1 shall not result, however, in the Transfer of the remainder, if any, of the transferor's other Membership Interest, and the transferee of the Economic Interest shall have no right to: (i) become a Member; (ii) exercise any rights of a Member other than those specifically pertaining to the ownership of an Economic Interest; or (iii) act as an agent of the Company.

6.1.3. Each Member hereby acknowledges the reasonableness of the prohibition contained in this Section 6.1 in view of the purposes of the Company and the relationship of the Members. The Transfer of any Membership Interests or Economic Interests in violation of the prohibition contained in this Section 6.1 shall be deemed invalid, null and void, and of no force or effect. Any Person to whom Membership Interests are attempted to be transferred in violation of this Section shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive distributions from the Company, or have any other rights in or with respect to the Membership Interest.

6.1.4. Right of First Offer.

6.1.4.1. Any Person who desires to sell his Membership Interest or Economic Interest (the "Withdrawing Party") shall deliver written notice to the Company (the "Notice of Withdrawal"). The Company and the

Withdrawing Party shall then have a period of ninety (90) days following the date of delivery of the Notice of Withdrawal (the "Negotiation Period") to agree on a purchase price and terms of sale of the Withdrawing Party's Membership Interest or Economic Interest (the "Interest"), as the case may be. Prior to the expiration of the Negotiation Period, the Withdrawing Party must deliver to the Company a statement indicating the lowest purchase price the Withdrawing Party will accept for the Interest being sold (the "Minimum Purchase Price"). In the event the Company and the Withdrawing Party are unable to agree on a purchase price (and terms of sale) for the Interest by the expiration of the Negotiation Period, then the Withdrawing Party shall have a period of twelve (12) months following the expiration of the Negotiation Period (the "Selling Period") to sell the Withdrawing Party's Interest to a third party (the "Third Party") subject to the following conditions:

6.1.4.1.1. The Third Party must be approved by a Majority Vote of the other Members. The Withdrawing Party shall provide the Company and the other Members with the proposed Third Party's identity and such other information regarding the Third Party as the Company may reasonably require. The other Members hereby agree to approve or disapprove the Third Party within thirty (30) days following the date all Members actually receive the information regarding such proposed Third Party. The failure of the other Members to disapprove of the Third Party prior to the expiration of such thirty (30) day period shall constitute an approval of the Third Party.

6.1.4.1.2. In the event the Third Party is approved by the other Members, the Withdrawing Party may sell his Interest to such Third Party provided that: (i) the purchase price for the Interest exceeds 105% of the Minimum Purchase Price offered by the Withdrawing Party to the Company; (ii) the closing on the sale of the Interest is completed prior to the expiration of the Selling Period; and (iii) the terms of payment by the Third Party to the Withdrawing Party for the Interest are not more favorable than the terms offered to the Company during the Negotiation Period.

6.1.4.1.3. In the event the Withdrawing Party does not sell its Interest prior to the expiration of the Selling Period, then the Withdrawing Party's Interest shall once again be subject to the provisions of this Section 6.1.4. and shall constitute a new offer to the Company.

6.1.4.1.4. Any assignee of a Withdrawing Party's Interest shall not become a Member except as provided in Section 6.1.5.

6.1.5. Admission of Transferee as Member. Notwithstanding anything contained in this Agreement to the contrary, the transferee of all or any portion of or any interest or rights in any Membership Interest or Economic Interest shall not be entitled to become a Member or exercise any rights of a Member. The transferee shall be entitled to receive, to the extent transferred, only the

distributions and allocations of Profits and Losses to which the transferor would be entitled; and the transferee shall not be admitted as a Member unless the Remaining Members by Majority Vote consent.

6.1.6. Voluntary Withdrawal. No Member shall have the right or power to Voluntarily Withdraw from the Company, except as otherwise provided by this Agreement. Any withdrawal in violation of this Agreement shall entitle the Company to damages for breach, which may be offset against the amounts otherwise distributable to such Member.

6.1.7. Permitted Transfers.

A. Notwithstanding anything set forth in this Agreement to the contrary (but provided that the Conditions of Transfer other than Section 6.1.1.4. are satisfied), any Member or Economic Interest Holder may at any time, and from time to time, Transfer all, or any portion of, that person's Economic Interest to any Family Member (a "Permitted Transferee"), provided, however, the Permitted Transferee shall not be entitled to become a Member or exercise any rights of a Member unless the Manager consents. The term Permitted Transferee shall also include the heirs of a deceased Member or Economic Interest Holder.

B. In order to effectuate the purpose of this Article, each Person agrees that to the extent such Person's Membership Interest or Economic Interest is at any time held by a partnership, corporation, trust or other entity, such Person will seek to transfer such interest only through a direct transfer of such interest therein in the manner contemplated by this Article and that no transfer or other disposition of any stock or partnership or other beneficial interest in any such entity which holds the interest in the Company, except to another Person who owned an interest in that same entity as of the date of this Agreement, will be affected without prior written consent of all the other Members, which consent may be withheld in the Member's sole discretion.

6.2. Involuntary Withdrawal. Immediately upon the occurrence of an Involuntary Withdrawal, the successor of the withdrawn Member shall thereupon become an Economic Interest Holder but shall not become a Member. The successor Economic Interest Holder shall have all the rights of an Economic Interest Holder, but shall not, under Law Section 509, be entitled to receive in liquidation of the Economic Interest, the fair market value of the Member's Economic Interest as of the date the Member involuntarily withdrew from the Company.

6.3. Optional Buy-Out in Event of Involuntary Withdrawal.

6.3.1. Upon an Involuntary Withdrawal, the withdrawn Member shall be deemed to offer for sale (the "Withdrawal Offer") to the Company all of the Membership Interests and Economic Interests owned of record and beneficially by the withdrawn Member (the "Withdrawal Interest"). The Withdrawal Offer referenced in the preceding sentence shall not apply in the case of a Member's death and the assignee of such deceased Member's Membership Interest shall remain an Economic Interest Holder as provided in Section 6.2.

6.3.2. The Withdrawal Offer shall be and remain irrevocable for a period (the "Withdrawal Offer Period") ending at 11:59 P.M., local time at the Company's principal office on the later of (A) the thirtieth (30th) day following the date the Withdrawal Purchase Price has been determined in accordance with this Section 6.3 or (B) three hundred sixty days after the Company

receives actual notice of the Involuntary Withdrawal. At any time during the Withdrawal Offer Period, the Company may accept the Withdrawal Offer by notifying the withdrawn Member (the "Withdrawal Notice") of its acceptance. The withdrawn Member shall not be deemed a Member for the purpose of the vote on whether the Company shall accept the Withdrawal Offer.

6.3.3. If the Company accepts the Withdrawal Offer, the Withdrawal Notice shall fix a closing date (the "Withdrawal Closing Date") for the purchase which shall be not earlier than ten (10) or later than ninety (90) days after the expiration of the Withdrawal Offer Period, unless the Fair Market Value of such interest is determined by Arbitration Value, in which case, the closing shall be within sixty (60) days following such determination.

6.3.4. If the Company accepts the Withdrawal Offer, the Company shall purchase the Withdrawal Interest for its Fair Market Value (the "Withdrawal Purchase Price"). On the Withdrawal Closing Date, the Withdrawal Purchase Price shall be paid in cash or by Promissory Note, or part cash and Promissory Note, all at the Company's option.

6.3.5. If the Company fails to accept the Withdrawal Offer, then the withdrawn Member or the withdrawn Member's successor, as the case may be, upon the expiration of the Withdrawal Offer Period, thereafter shall be treated as the unadmitted assignee of a Member.

6.4. Involuntary Withdrawal of a Non-Member Economic Interest Holder. If an event takes place with respect to a Non-Member Economic Interest Holder that would otherwise give rise to an Involuntary Withdrawal (including the death of an Economic Interest Holder except as provided in the succeeding sentence) if that Economic Interest Holder was a Member, then that Economic Interest Holder shall be deemed to have offered for sale to the Company all of that Economic Interest Holder's Economic Interest in the same manner as provided in Section 6.3.2. through 6.3.5. The preceding sentence shall not apply in the case where the transferee of the Economic Interest is a Family Member of an original Party to this Agreement, in which case such Family Member shall remain an unadmitted assignee.

6.5 Put Option.

6.5.1 Put Period. Any time after the end of five (5) years from the date the Addis Building is rehabilitated and placed in service.

6.5.2 Put Price. The Put Price shall be the Fair Market Value of an Economic Interest. The Fair Market Value of an Interest shall, solely for the purpose of this Section 6.5, be determined by one or more Independent Appraisers, to be selected as follows. As soon as practicable and in any event within thirty (30) days following the delivery of the put option notice, the Company and the Selling Member shall select an Independent Appraiser. In the event the parties are unable to agree upon an Independent Appraiser within such thirty (30) day period, the Company and the Selling Member each shall select an Independent Appraiser. If the difference between the two (2) appraisals is within ten percent (10%) of the lower of the two (2) appraisals, the Market Value shall be the average of the two (2) appraisals. If the difference between the two (2) appraisals is greater than ten percent (10%) of the lower of the two (2) appraisals, then the two appraisers shall jointly select a third appraiser whose determination of fair market value shall be deemed to be binding on all parties. If the two (2) appraisers are

unable jointly to select a third (3rd) appraiser, either the Selling Member or the Company may, upon written notice to the other, apply to the presiding judge of a court of competent jurisdiction in Syracuse, New York for the selection of the third (3rd) appraiser who shall then participate in such appraisal proceeding, and who shall be selected from a list of names of Independent Appraisers submitted by the Selling Member and the Company. Each list of names of Independent Appraisers shall be submitted within ten (10) days after the date on which the appraisal proceeding is invoked, or will be disregarded and the appraiser shall be selected from the list provided. The appraisals shall take into account any legal provisions affecting the Economic Interest and this Agreement. The Company shall pay the cost of any appraiser(s) selected pursuant to this section. The term "Independent Appraiser" means a firm that is generally qualified to render opinions as to the fair market value of assets such as Interests in the Company, which satisfies the following criteria:

- (a) Such firm is not a Member or an Affiliate of the Company or any Member;
- (b) Such firm (or a predecessor in interest to the assets and business of such firm) has been in business for at least five (5) years, and at least one of the principals of such firm has been in business of appraising substantially similar assets for at least ten (10) years;
- (c) Such firm has regularly rendered appraisals of substantially similar assets for at least five (5) years on behalf of a reasonable number of unrelated clients, so as to demonstrate reasonable market acceptance of the valuation opinions of such firm;
- (d) One or more of the principals or appraisers of such firm are members in good standing of an appropriate professional association or group that establishes and maintains professional standards for its members; and
- (e) Such firm renders an appraisal only after entering into a contract that specifies the compensation payable for such appraisal.

6.5.3 Put Option. Each Member (a "Selling Member") shall have the right and option, at any time during the Put Period, to require the Company to purchase the Selling Member's Interest for the Put Price (the "Put Option"). If, at any time during the Put Period, a Selling Member elects to require the Company to purchase the Selling Member's Interest pursuant to the provisions of this section, the Selling Member shall give the Company and all of the other Members written notice of such election (a "Put Notice"), which Put Notice shall include the initial determination of the Put Price.

6.5.4 Payment of Put Price. The Put Price shall be paid in 60 equal monthly installments of principal and interest, with interest accruing at the Wall Street Journal prime rate as of the Put Closing Date, and shall be evidenced by a promissory note (the "Promissory Note") to be delivered at the Put Option Closing.

6.5.5 Put Option Closing. The Put Option Closing shall be held at the principal office of the Manager within 120 days of the date the final determination of the Fair Market Value of the Selling Member's Interest, or at such other place and time as is mutually agreed by the Manager and the Selling Member. At the Put Option Closing, the Company shall deliver the Promissory Note and the Selling Member shall transfer, sell and convey good and

marketable title to the Selling Member's Interest free and clear of all liens and encumbrances and shall deliver to the Company such instruments and documents as the Company reasonably deems necessary to consummate the transfer of the Selling Member's Interest.

6.5.6 Liquidation Rights. In the event any Member exercises his Put Option, the Manager, at any time prior to the Put Option Closing, may elect, by delivering written notice to each Member, to cause the Company to be liquidated and dissolved in accordance with the terms and conditions of this Agreement, and in such event the Put Option rights of the Selling Member and the other Members shall terminate.

ARTICLE VII DISSOLUTION, LIQUIDATION, AND TERMINATION OF THE COMPANY

7.1. Events of Dissolution. The Company shall be dissolved upon the happening of any of the following events (a "Liquidating Event"):

7.1.1. upon the written agreement of the Members holding two-thirds or more of the Percentages then held by Members; or

7.1.2. sale of all of the Company assets; or

7.1.3. only as otherwise provided in this Agreement.

The Members hereby agree that, notwithstanding any provision of the Law, the Company shall not dissolve prior to the occurrence of a Liquidating Event. If it is determined by a court of competent jurisdiction that the Company has dissolved prior to the occurrence of a Liquidating Event, then each of the Members and the Economic Interest Holders shall be deemed to have recontributed the Company's property to the Company and hereby agree to continue the business of the Company without a winding up or a liquidation. In such event, and to the extent required, the Members shall file the appropriate certificates with the New York Department of State for the purposes of continuing on the business of the Company in a limited liability company pursuant to the terms of this Agreement.

7.2. Procedure for Winding Up and Distribution. If the Company is dissolved, the remaining Members shall wind up its affairs. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company, including Members and Economic Interest Holders who are creditors, in satisfaction of the liabilities of the Company, and then to the Members and Economic Interest Holders in accordance with Section 4.4 of this Agreement.

7.3. Filing of Articles of Dissolution. If the Company is dissolved, the Members shall promptly file Articles of Dissolution with the New York Department of State. If there are no remaining Members, the Articles shall be filed by the last Person to be a Member; if there are no remaining Members, or a Person who last was a Member, the Articles shall be filed by the legal or personal representatives of the Person who last was a Member.

ARTICLE VIII
BOOKS, RECORDS, ACCOUNTING,
AND TAX ELECTIONS

8.1. Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Members shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

8.2. Books and Records. The Members shall keep or cause to be kept complete and accurate books and records of the Company as required under Section 1102 of the Law as well as supporting documentation of transactions with respect to the conduct of the Company's business. The books and records shall be maintained in accordance with sound accounting practices and shall be available at the Company's principal office for examination by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours.

8.3. Annual Accounting Period. The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the Members, subject to the requirements and limitations of the Code.

8.4. Tax Matters Member. The Manager shall be the "tax matters partner" of the Company pursuant to Section 6231(a)(7) of the Code (the "Tax Matters Partner"). With respect to tax years beginning after December 31, 2017, the partnership representative of the Company pursuant to Section 6223(a) of the Code (the "Partnership Representative") shall be any person with a substantial presence in the United States designated by the Manager in the manner prescribed by applicable federal tax authority. The initial Tax Matters Partner and Partnership Representative (collectively, the "Tax Representative") shall be Timothy M. Lynn, unless a successor is designated by the Management Committee. The Tax Representative shall be reimbursed by the Company for all expenses incurred in connection with all examinations of the Company's affairs by tax authorities and is authorized to expend Company funds for professional services and costs associated therewith. Each Unit Holder hereby agrees to indemnify and hold harmless the Company from and against any liability with respect to its share of any tax deficiency paid or payable by the Company that is allocable to the Economic Interest Holder (as reasonably determined by the Management Committee) with respect to an audited or reviewed taxable year for which such Economic Interest Holder was an Economic Interest Holder in the Company (for the avoidance of doubt, including any applicable interest and penalties). Each Economic Interest Holder will provide such cooperation and assistance, including executing and filing forms or other statements and providing information about the Economic Interest Holder, as is reasonably requested by the Tax Representative, as applicable, to enable the Company to satisfy any applicable tax reporting or compliance requirements, to make any tax election (including any election pursuant to Section 6221(b) of the Code) or to qualify for an exception from or reduced rate of tax or other tax benefit or be relieved of liability for any tax regardless of whether such requirement, tax benefit or tax liability existed on the date such Economic Interest Holder was admitted to the Company. If an Economic Interest Holder fails to provide any such forms, statements, or other information requested by the Tax Representative, as applicable, such Economic Interest Holder will be required to indemnify the Company for the share of any tax deficiency paid or payable by the Company that is due to such failure (as reasonably determined by the Manager). The obligations set forth in this Section 6.1(e) will survive such Economic Interest Holder's ceasing to be an Economic

Interest Holder in the Company and/or the termination, dissolution, liquidation and winding up of the Company.

ARTICLE IX GENERAL PROVISIONS

9.1. Assurances. Each Member shall execute all certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Members deem appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

9.2. Notifications. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively a "notice") required or permitted under this Agreement must be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested by overnight courier or by facsimile transmission. A notice must be addressed to a Member at the Member's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given when delivered based on affidavit of service. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees. A notice sent by facsimile is deemed given on date sent, as long as sender has confirmation that it was received by the other party.

9.3. Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

9.4. Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement among the Members with respect to the subject matter thereof. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all the Members.

9.5. Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of New York.

9.6. Article and Section Titles. The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

9.7. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

9.8. Exclusive Jurisdiction and Venue. Any suit involving any dispute or matter arising under this Agreement may only be brought in a United States District Court located in the State of New York or any New York State Court having jurisdiction over the subject matter of the dispute or matter. All Members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

9.9. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the Person may in the context require.

9.10. Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

9.11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. PDF/Facsimile signatures shall constitute originals.

9.12. Waiver of Partition. Each Member and Economic Interest Holder waives during the term of the Company any right that he/she may have to maintain any action for partition with respect to the Company's property or assets.

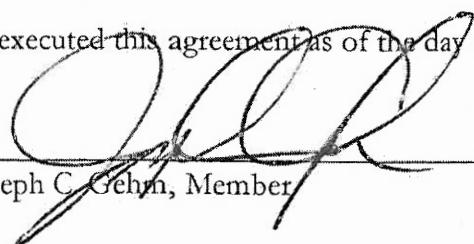
9.13. Gender. Whenever necessary or appropriate, the masculine, feminine and neuter genders shall include the others, the singular shall include the plural and the plural shall include the singular.

[signatures on next page]

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first set forth above.



Timothy M. Lynn, Manager/Member



Joseph C. Gehm, Member

Stephen F. Case, Member

Luke Esposito, Member

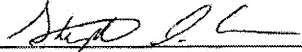
BBL Syracuse Redevelopment Group, LLC

By: _____
Its: _____

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first set forth above.

Timothy M. Lynn, Manager/Member

Joseph C. Gehm, Member



Stephen F. Case, Member

Luke Esposito, Member

BBL Syracuse Redevelopment Group, LLC

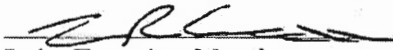
By: _____
Its: _____

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first set forth above.

Timothy M. Lynn, Manager/Member

Joseph C. Gehm, Member

Stephen F. Case, Member



Luke Esposito, Member

BBL Syracuse Redevelopment Group, LLC

By: _____

Its: _____

EXHIBIT "C"
GOOD STANDING CERTIFICATE

**State of New York
Department of State } ss:**

I hereby certify, that ADDIS BUILDING LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 04/14/2016, and that the Limited Liability Company is existing so far as shown by the records of the Department.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 20th day of March
two thousand and eighteen.*

A handwritten signature in black ink, appearing to read "Brendan W. Fitzgerald", is written over a horizontal line.

Brendan W. Fitzgerald
Executive Deputy Secretary of State

EXHIBIT "D"
RESOLUTION

UNANIMOUS WRITTEN CONSENT

of The Manager of

ADDIS BUILDLING LLC

The undersigned, being the Manager of Addis Building LLC ("Company") hereby consents to the adoptions of the following resolutions:

RESOLVED that the Company is authorized and directed to do the following with respect to a project (the "Project") consisting of: (i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the "Building") located at 449-53 South Salina Street, in the City of Syracuse, New York (the "Land"); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, all located on the Land (collectively, the "Facility"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "Equipment" and together with the Land and the Facility, the "Project Facility"); and it is further

RESOLVED that the Company is authorized and directed to enter into a transaction with the City of Syracuse Industrial Development Agency ("IDA" or "Agency") whereby the Company shall be appointed as the agent of the IDA in connection with the acquisition, renovation, reconstruction and equipping of the Project Facility; The Company shall cooperate with the granting by the IDA of certain financial assistance in the form of exemptions from State and local sales and use taxation, real property taxes and mortgage recording tax (the "Financial Assistance"); and the Company shall enter into certain lease with the IDA whereby the Company shall lease of the Land and Facility to the Agency; the Company shall execute and deliver a bill of sale for the Equipment to the Agency; and the Company shall sublease the Project Facility back from the Agency pursuant to a certain sublease agreement; the Company shall execute and deliver an environmental compliance and indemnification agreement in favor of the Agency, and any and all other certificates or documents as may be necessary in conjunction with the Project, all of the foregoing collectively the "Transaction Documents"), all in accordance with and as more fully set forth and particularized in a resolution of the IDA adopted on December 20, 2016 ("IDA Resolution"); and it is further

RESOLVED that Timothy M. Lynn, be and hereby is authorized on behalf of the Company to execute and deliver the Transaction Documents and any and all documents or instruments as are necessary and appropriate to carry out the intent and purpose of these resolutions, the IDA Resolution and/or as may be reasonably required by the IDA or its counsel; and it if further

RESOLVED that Timothy M. Lynn may take any action deemed necessary and proper in furtherance of the IDA Resolution and the intent of these resolutions, and that the IDA, its successors, assigns, attorneys or agents may rely upon such actions as being the actions and consent of the Company, and it is further

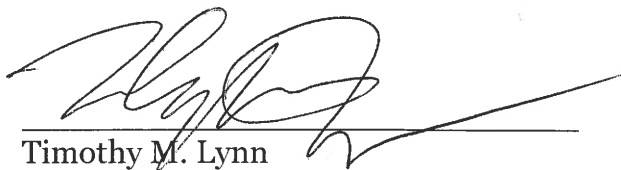
RESOLVED that the IDA, its successors, assigns, attorneys or agents may rely upon the acts of Timothy M. Lynn and any action taken by him shall be deemed an action of and binding upon the Company; and it is further

RESOLVED that all action taken and all instruments executed by any member of the Company prior to the adoption of these resolutions with the Agency and with respect to the Project are hereby ratified by the Company, approved and confirmed as actions of the Company; and it is

RESOLVED that that the foregoing Resolutions are made and entered into in full compliance with the Operating Agreement of the Company and this Resolution shall constitute any required authority and/or approval as may be required thereunder; and shall remain in full force and effect and may be relied upon by the IDA, its successor, assigns, attorneys or agents notwithstanding the dissolution or termination of the existence of the Company or any change in the identity of, or any modification or termination of any authority of, any authorized person or Company until a copy of a subsequent Resolution revoking or amending same shall be actually received by the IDA, its successors, attorneys, agents or assigns; and any action taken by any of the foregoing prior to such actual receipt shall be binding upon the Company irrespective of when such Resolutions may have been adopted.

Dated

3/27/2018



Timothy M. Lynn
Manager of Addis Building LLC

EXHIBIT "E"
LOCAL ACCESS AGREEMENT

City of Syracuse
Industrial Development Agency

Local Access Agreement

Addis Building, LLC (the Company) understands and agrees that local labor, contractors and suppliers will be used for the construction, renovation, reconstruction and equipping of the Project unless a written waiver is first received from the Agency, and agrees to provide the information requested below as a way to provide access for local participation.


Company		Addis Building, LLC				General Contractor		BBL Construction Services, LLC			
Representative for Contract Bids and Awards		Jonathon Lochner				Contact		Jon deForest			
Address		121 East Water St				Address		121 East Water St			
City	Syracuse	ST	NY	Zip		City	Syracuse	ST	NY	Zip	13202
Phone	(518) 452-8200		Fax	(518) 456-9563		Phone	(518) 452-8200		Fax	(518) 456-9563	
Email	jlochner@bblinc.com				Email	jdeforest@bblinc.com					
Project Address		449 South Salina St.				Construction Start Date		September 2016			
City	Syracuse	ST	NY	Zip	13202	Occupancy Date		TBD			

Project Components – Indicate those for which bids will be sought:

Item	Estimated Value	Bid Date	Contact
Site work/Demolition	\$610,000	September 2016	ERSI
Foundation and footings	-	-	N/A
Building	-	-	-
Masonry	\$313,000	January 2017 November 2017	Heritage Masonry Doyner Masonry
Metals	\$72,000	November 2016 October 2017	Mattessich Iron Raulli & Sons
Wood/casework	\$135,000	TBD	TBD
Thermal/moisture proof	\$185,000	November 2016 December 2017	J&B Installations Titan Roofing
Doors, windows, glazing	\$358,000	October 2017	BR Johnson
Finishes	\$927,000	January 2017	LeMoyné Interiors
Electrical	\$533,000	September 2016	Fortino & Son Electric
HVAC	\$466,000	TBD	TBD
Plumbing	\$243,000	February 2017	Brosh Mechanical
Specialties	\$63,000	TBD	TBD
Machinery & Equipment	\$196,000	September 2017	Schindler Elevator
Furniture and Fixtures	\$76,000	TBD	TBD
Utilities	\$25,000	TBD	TBD
Paving	-	-	N/A
Landscaping	-	-	N/A
Other (identify) Fire Protection	\$110,000	TBD	TBD

Date: March 26, 2018

Company: BBL Construction Services, LLC

Signature: 

Name: Jonathon R. Lochner

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March 27, 2018

City of Syracuse Industrial Development Agency
333 West Washington Street, Suite 130
Syracuse, New York 13202

Addis Building, LLC
100 Madison Street, Suite 1905
Syracuse, New York 13202

Re: City of Syracuse Industrial Development Agency
Lease/Leaseback Transaction
Addis Building, LLC

Ladies and Gentlemen:

We have acted as counsel to the City of Syracuse Industrial Development Agency (the "**Agency**") in connection with a project (the "**Project**") undertaken by the Agency at the request of Addis Building, LLC (the "**Company**") consisting of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the "**Building**") located at 449-53 South Salina Street, in the City of Syracuse, New York (the "**Land**"); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, all located on the Land (collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease.

The Company has also requested that the Agency grant the Financial Assistance to the Project. Capitalized terms used herein which are not otherwise defined shall have the meanings ascribed to them in the Agency Lease.

March 27, 2018

Page 2

As counsel to the Agency, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such instruments, certificates, and documents as we have deemed necessary or appropriate for the purposes of the opinion expressed below. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to the original documents of all documents submitted to us as copies, and have assumed the accuracy and truthfulness of the factual information, expectations, conclusions, representations, warranties, covenants and opinions of the Company and its counsel and representatives as set forth in the various documents executed and delivered by them or any of them and identified in the Closing Memorandum in connection with the Project.

We are of the opinion that:

1. The Agency is a duly organized and existing corporate governmental agency constituting a public benefit corporation of the State of New York.

2. The Agency is duly authorized and empowered by law to acquire, construct, reconstruct, renovate and equip the Project, to lease the Land and the Facility from the Company pursuant to the Company Lease; to accept an interest in the Equipment pursuant to the Bill of Sale; to sublease the Project Facility back to the Company pursuant to the Agency Lease and to appoint the Company as its agent for completion of the Project.

3. The Agency Documents have been authorized by and lawfully executed and delivered by the Agency and (assuming the authorization, execution, and delivery by the other respective parties thereto) are valid and legally binding obligations enforceable against the Agency in accordance with their respective terms.

In rendering this opinion, we advise you of the following:

The enforceability of the Agency Documents may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar law or enactment now or hereafter enacted by the State of New York or the Federal government affecting the enforcement of creditors' rights generally and the general principles of equity, including limitations on the availability of the remedy of specific performance which is subject to discretion of the court.

This opinion is rendered to the addressees named above and their successors and/or assigns, and may not be relied upon by any other person without our prior, express written consent.

Very truly yours,

BARCLAY DAMON LLP



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LYNN D'ELIA
TEMES &
STANCZYK

100 MADISON STREET
SUITE 1905
SYRACUSE, NY 13202
(315) 476-1010

1177 SIXTH AVENUE
FIFTH FLOOR
NEW YORK, NY 10036
(212) 328-1763

WWW.LDTS-LAW.COM

March 27, 2018

Addis Building, LLC
100 Madison Street, Suite 1905
Syracuse, New York 13202

City of Syracuse Industrial Development Agency
City Hall Commons, 7th Floor
201 East Washington Street
Syracuse, New York 13202

Re: City of Syracuse Industrial Development Agency
Lease/Leaseback Transaction
Addis Building, LLC Project

Ladies and Gentlemen:

We have acted as counsel to Addis Building, LLC (the "**Company**") in connection with a certain project (the "**Project**") undertaken by the City of Syracuse Industrial Development Agency (the "**Agency**") at the Company's request. The Project consists of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the "**Building**") located at 449-53 South Salina Street, in the City of Syracuse, New York (the "**Land**"); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, all located on the Land (collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease.

agreement.

The Agency has acquired an interest in the Project Facility pursuant to that certain Company Lease Agreement dated as of March 1, 2018 (the “*Company Lease*”) and transfer its interest in the Equipment to the Agency pursuant to a bill of sale dated as of March 1, 2018 (the “*Bill of Sale*”) and the Agency will sublease the Project Facility back to the Company pursuant to an Agency Lease Agreement dated as of March 1, 2018 (the “*Agency Lease*”). Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Agency Lease.

In that regard, we have examined the Project Agreement, the Company Lease, the Agency Lease, the Bill of Sale, the Mortgage, the Environmental Compliance and Indemnification Agreement and the other documents identified in the Closing Memorandum and defined in the Agency Lease to which the Company is a party (collectively, the “*Company Documents*”).

We have also examined corporate documents and records of the Company and made such investigation of law and/or fact that we deem necessary or advisable in order to render this opinion. For purposes of such examination, we have assumed the genuineness of all certificates and the authenticity of all documents submitted to us as original counterparts or as certified or photostatic copies; the genuineness of all signatures of all parties to the Company Documents other than on behalf of the Company; and the due authorization, execution and delivery of the Company Documents by and the enforceability thereof against all parties thereto other than the Company.

As to questions of fact material to our opinion, we have relied upon the representations and warranties made by the Company in the Company Documents and upon one or more certificates of officers of the Company. Whenever the phrase “to the best of our knowledge” is used in this opinion, it refers to actual knowledge of members of this firm obtained from our representation of the Company and inquiries of responsible officers of the Company made in connection with this opinion, but no further investigation or review has been conducted.

Based upon the foregoing, it is our opinion that:

1. The Company is a validly existing New York limited liability company and possesses full corporate power and authority to own its property, to conduct its business, to execute and deliver the Company Documents, and to carry out and perform its obligations thereunder.

2. The execution, delivery and performance of the Company Documents have been duly authorized by the Company and the Company Documents have been duly executed and delivered by an Authorized Representative of the Company.

3. The Company Documents constitute the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with their terms, except as

enforceability may be limited by applicable bankruptcy and insolvency laws and laws affecting creditors' rights generally and to the extent that the availability of the remedy of specific performance or injunctive relief or other equitable remedies is subject to the discretion of the court before which any proceeding therefor may be brought.

4. To the best of our knowledge, in reliance on the certificates and opinions specified herein, the execution and delivery by the Company of the Company Documents, the execution and compliance with the provisions of each and the consummation of the transactions contemplated therein do not and will not constitute a breach of, or default under the Company's Articles of Organization, Operating Agreement or any indenture, mortgage, deed of trust, bank loan or credit agreement or other agreement or instrument to which the Company or any of its Property may be bound, for which a valid consent has not been secured; nor is any approval or any action by any governmental authority required in connection with the execution, delivery and performance thereof by the Company.

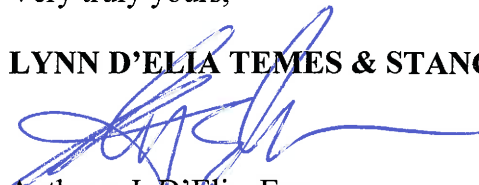
5. To the best of our knowledge, in reliance on the certificates and opinions specified herein, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against, or affecting the Company wherein an unfavorable decision, ruling or finding would in any way adversely affect in a material fashion the validity or enforceability of the Company Documents.

Our examination of law relevant to matters herein is limited to the laws of the State of New York and also the Federal law, where appropriate, and we express no opinion as to matters governed by the laws of any other state or jurisdiction.

This opinion is only for the benefit of and may be relied upon only by the Agency, its successors and assigns. The opinions set forth in this letter are limited to those expressly stated and no other opinion may be inferred nor is any implied. No other use of this opinion may be made without prior written consent. This opinion is given as of the date hereof and we undertake no obligation, and hereby disclaim any obligation, to update or supplement this opinion in response to a subsequent change in the law or future events affecting the documents identified in this letter.

Very truly yours,

LYNN D'ELIA TEMES & STANCZYK LLC



Anthony J. D'Elia, Esq.
Direct dial (315) 766 – 2122
Email anthony@ldts-law.com
AJD/

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CLOSING MEMORANDUM

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

ADDIS BUILDING, LLC PROJECT

DATE AND TIME OF CLOSING: March 27, 2018
2:00 p.m.

PLACE OF CLOSING: Barclay Damon LLP
Barclay Damon Tower
125 East Jefferson Street
Syracuse, New York 13202

I. Action Taken Prior to Closing

At the request of Addis Building, LLC, a New York limited liability company (the “**Company**”), the City of Syracuse Industrial Development Agency (the “**Agency**”), a public benefit corporation organized under the laws of the State of New York, has undertaken a project (the “**Project**”) consisting of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the “**Building**”) located at 449-53 South Salina Street, in the City of Syracuse, New York (the “**Land**”); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately 7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, all located on the Land (collectively, the “**Facility**”); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the “**Equipment**” and together with the Land and the Facility, the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the “**Financial Assistance**”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

The Company also requested that the Agency appoint the Company as its agent for purposes of completing the Project and the granting of certain Financial Assistance.

The Company is, or will be at the time of closing, the owner of the Project Facility.

The Agency will acquire a leasehold interest in the Land and Facility from the Company pursuant to a Company Lease Agreement dated as of March 1, 2018 (the “*Company Lease*”), between the Company, as landlord and the Agency, as tenant; and an interest in the Equipment pursuant to a bill of sale from the Company dated as of March 1, 2018 (the “*Bill of Sale*”). The Agency will sublease the Project Facility back to the Company, pursuant to an Agency Lease Agreement dated as of March 1, 2018 (the “*Agency Lease*”) between the Agency, as sublessor and the Company, as sublessee. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in Exhibit “C” to the Agency Lease.

Among the actions taken by the Agency with respect to the Project prior to Closing were the following:

- October 10, 2016 The Company submitted an application for financial assistance for the project.

- October 18, 2016 A resolution determining that the acquisition, reconstruction, renovation, equipping and completion of a commercial facility constitutes a project; describing the financial assistance in connection therewith; and authorizing a public hearing (the “*Public Hearing Resolution*”).

- October 31, 2016 Notice of the Public Hearing was mailed to the chief executive officers of the affected tax jurisdictions pursuant to Section 859-a of the Act.

- November 3, 2016 Notice of the Public Hearing was published in the Post-Standard pursuant to Section 859-a of the Act.

- November 15, 2016 The Agency conducted the Public Hearing pursuant to Section 859-a of the Act.

- November 15, 2016 A resolution classifying a certain project as a Type I Action and declaring the intent of the Agency to be lead agent for purposes of a coordinated review pursuant to SEQRA (the “*SEQRA Lead Agency Resolution*”).

- December 20, 2016 A resolution determining that the acquisition, reconstruction, renovation, equipping and completion of a certain project at the request of the Company will not have a significant effect on the environment (the “*SEQRA Resolution*”).

- December 20, 2016 A resolution authorizing the undertaking of the acquisition, reconstruction, renovation, equipping and completion of a mixed-use commercial facility; appointing the Company agent of the Agency for the purpose of the acquisition, reconstruction, renovation, equipping and completion of the Project; and

authorizing the execution and delivery of an agreement between the Agency and the Company (the “***Inducement Resolution***”).

December 20, 2016

A resolution authorizing the execution and delivery of certain documents by the agency at the request of the Company (the “***Final Approving Resolution***”).

January 24, 2017

A resolution approving the issuance of a temporary sales tax appointment letter and agreement and the execution and delivery of certain documents in connection therewith (the “***Temporary Sales Tax Appointment Resolution***”).

August 15, 2017

A resolution approving the extension of the temporary sales tax appointment of the Company as agent of the Agency until December 31, 2017 and the execution and delivery of certain documents in connection therewith (the “***Temporary Sales Tax Appointment Extension Resolution***”).

December 19, 2017

A resolution approving a further extension of the sales tax appointment of the Company as agent of the Agency until March 31, 2018 and the execution and delivery of certain documents in connection therewith (the “***Second Temporary Sales Tax Appointment Extension Resolution***”).

II. Action To Be Taken At Closing

The following documents, or copies thereof, are to be delivered (except as indicated) to the Agency (A), Agency's Counsel (AC), the Company (C) and Company's Counsel (CC) as follows:

A.	Basic Documents	Responsible Party	Signatories
1.	Project Agreement	AC	C, A
2.	Company Lease Agreement	AC	C, A
3.	Memorandum of Company Lease Agreement with TP-584	AC	C, A
4.	Bill of Sale		
5.	Agency Lease Agreement	AC	C, A
6.	Memorandum of Agency Lease Agreement with Form TP-584	AC	C, A
7.	Company Certification re: Local Labor Policy	AC	C
8.	Certificates of casualty, liability, workers' compensation and other required insurance	AC	
9.	Environmental Compliance and Indemnification Agreement	AC	C
10.	Closing Receipt	AC	C, A
11.	Sales Tax Exemption Letter	AC	A
12.	Form ST-60 indicating appointment of the Company to act as the agent of the Agency	AC	A
B.	Items To Be Delivered By The Agency		
1.	General Certificate of the Agency relating to incumbency and signatures of officers, execution and delivery of Agency Documents to which it is a party, no litigation and continued existence, with the following items included as exhibits:	AC	A
	Exhibit "A" - Chapter 641 of the Laws of 1979 of the State of New York, as amended	A	

Exhibit “B” - Certificate of Establishment of the Agency and Certificates of appointment of current members	A	
Exhibit “C” - By-laws	A	
Exhibit “D” - Public Hearing Resolution	AC	
Exhibit “E” - Notice of Public Hearing with evidence of publication and copies of letters to affected tax jurisdictions	AC	
Exhibit “F” - SEQRA Lead Agency Resolution	AC	
Exhibit “G” - SEQRA Resolution	AC	
Exhibit “H” - Inducement Resolution	AC	
Exhibit “I” – Final Approving Resolution	AC	
Exhibit “J” - Temporary Sales Tax Appointment Resolution		
Exhibit “K” - Temporary Sales Tax Appointment Extension Resolution		
Exhibit “L” – Second Temporary Sales Tax Appointment Extension Resolution	AC	
C. Items To Be Delivered By The Company		
1. General Certificate of the Company relating to capacity and signatures of officers, execution and delivery of the Documents to which it is a party, no litigation and approval, with the following items included as exhibits:	AC	C
Exhibit “A” - Articles of Organization	C	
Exhibit “B” - Operating Agreement	C	C
Exhibit “C” - Certificate of Good Standing	C	
Exhibit “D” - Company Resolution	C	
Exhibit “E” - Local Access Agreement	C	

D. Opinions of Counsel

C

1. Opinion of Barclay Damon LLP, counsel to the Agency, addressed to the Company and the Agency

AC

AC

2. Opinion of Lynn D’Elia Temes & Stanczyk LLC, counsel to the Company, addressed to the Agency and the Company.

AC

CC

III. Action To Be Required Concurrently With Or After Closing

Memorandum of Company Lease Agreement and Memorandum of Agency Lease Agreement are to be filed with the Onondaga County Clerk.

IV. Post-Closing

Scan copy of Local Access Agreement to SIDA.

SCHEDULE "A"

PERSONS APPEARING

For the Agency: City of Syracuse Industrial Development Agency
Honora Spillane, Executive Director

For the Company: Addis Building, LLC
Timothy Lynn, Managing Member

Company Counsel: Lynn D'Elia Temes & Stanczyk LLC
Anthony D'Elia, Esq.

Agency's Counsel: Barclay Damon, LLP
Susan R. Katzoff, Esq.