CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

JMA TECH PROPERTIES, LLC PROJECT 2

TRANSCRIPT OF PROCEEDINGS

CLOSING DATE: DECEMBER 21, 2023

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

JMA TECH PROPERTIES, LLC PROJECT 2

INDEX OF CLOSING DOCUMENTS

19 Form RP-412-a

20 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:

Exhibit "A" - Chapter 641 of the Laws of 1979 of the State of New York, as amended

Exhibit "B" - Certificate of Establishment of the Agency and Certificates of appointment of current members

Exhibit "C" - By-laws

Exhibit "D" – Eminent Domain Public Hearing Notice

Exhibit "E" – Authorizing Resolution

Exhibit "F" - GML Public Hearing Resolution

Exhibit "G" – Approving Resolution

Exhibit "H" – SEQRA Resolution

Exhibit "I" - Order of Condemnation

Exhibit "J" - Notice of Public Hearing with evidence of publication and copies of letters to affected tax jurisdictions

Exhibit "K" - Inducement Resolution

Exhibit "L" - PILOT Resolution

Exhibit "M" – Final Approving Resolution

21 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:

Exhibit "A" - Articles of Organization

Exhibit "B" - Operating Agreement

Exhibit "C" - Certificate of Good Standing

Exhibit "D" – Preferred Developer Agreement

Exhibit E" - Company Resolution

Exhibit "F" – Pending Litigation

22 Opinion of Bousquet Holstein PLLC, counsel to the Agency, addressed to the Company and the Agency

23 Opinion of Costello, Cooney & Fearon PLLC, counsel to the Company, addressed to the Agency and the Company

24 Closing Memorandum

CITY OF SYRACUSE SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
PROJECT APPLICATION INSTRUCTIONS

1. The person completing this application on behalf of the company/applicant shall be a person who is eitherthe CEO of the company/applicant or a person authorized to bind the company/applicant and each statement contained in this application shall be made by such a person. Fill in all blanks, using "none", "not applicable" or "not available" where the question is not appropriate to the Project, which isthe subject of this Application (the "Project"). If you have any questions about the way to respond, please call the City of SyracuseIndustrial Development Agency ("SIDA" or the "Agency") at (315)473-3275.

2. If an estimate is given as the answer to a question, put "(est.)" after the figure or answer, which is estimated.

3. If more space is needed to answer any specific question, attach a separate sheet.

4. When completed, return this application by mail or fax to the Agency at the address indicated below. A signed application may also be submitted electronically in PDF format to Judith DeLaney, Economic Development Specialist at jdelaney@syrgov.net.

An application will not be considered by the Agency until the application fee has been received.

5. The Agency will not give final approval for this Application until the Agency receives a completed NYS Environmental Assessment Form concerning the Project, which is the subject of this Application. The form is available at http://www.dec.ny.gov/permits/6191.html

6. Please note that Article 6 of the Public Officers Law declares that all records in the possession of the SIDA (with certain limited exceptions) are open to public inspection and copying. If the Applicant feels that there are elements of the Project which are in the nature of trade secrets which, if disclosed to the public or otherwise widely disseminated, would cause substantial injury to the Applicant's competitive position, this Applicant must identify such elements in writing and request that such elements be kept confidential. In accordance with Article 6 of the Public Officers Law, the SIDA may also redact personal, private, and/or proprietary information from publicly disseminated documents.

7. The Applicant will be required to pay the Agency application fee and legal fee deposit upon submission. If accepted as a project of the agency, the Applicant is responsible for all administrative and legal fees as stated in Appendix D.

8. A complete application consists of the following 8 items:

- This Application
- Conflict of Interest Statement - Appendix A
- Environmental Assessment Form
- Verification - Appendix B
- A Project description, including a feasibility statement indicating the need for the requested benefits
  - Provide site plans, sketches, and/or maps as necessary
- 10 year pro forma operating budget, including funding sources
- A check payable to the Agency in the amount of $1,000
- A check payable to Bousquet Holstein PLLC in the amount of $2,500

It is the policy of the Agency that any Project receiving benefits from the Agency will utilize 100% local contractors and local labor for the construction period of the Project unless a waiver is granted in writing by the Agency.

Return to:

City of Syracuse Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, NY 13202
Phone: 315-473-3275
jdelaney@syrgov.net

City of Syracuse Syracuse Industrial Development Agency
Application

I. APPLICANT DATA

A. Contact Information

Company Name:	JMA Tech Properties, LLC ("Applicant")				
Mailing Address:	PO Box 678				
City:	Liverpool	State:	NY	Zip:	13088
Phone:	3154325087	Fax:			
Contact Person:	Dino Peios, VP Finance				
Email Address:	dpeios@jmawireless.com				
Industry Sector:	Manufacturing				
NAICS Code:	34220	Federal Employer Identification Number:	84-3332852		

B. Will the Applicant be the Project Beneficiary (i.e. Project tenant or owner/operator)

Yes ☒ No ☐ If No, Who will:

C. Principal Stakeholders

List principal owners/officers/directors owning 5% or more in equity holdings with percentage ownership. Public companies should list corporate officers.

Name	% Ownership	Business Address	Phone	Email
See Attachment #1				

D. Corporate Structure: Attach a schematic if Applicant is a subsidiary or otherwise affiliated with another entity.

☐ Corporation
☐ Private ☐ Public

☐ Partnership
☐ General ☐ Limited

☐ Other ☐ Sole Proprietorship

☒ Limited Liability Company/Partnership

Date and Location of Incorporation/Organization

If a foreign corporation, is the Applicant authorized to do business in the State of New York?

E. Applicant's Counsel:

Name:	Robert J Smith				
Firm:	Costello, Cooney & Fearon PLLC				
Mailing Address:	211 W. Jefferson St., Suite 1				
City:	Syracuse	State:	NY	Zip:	13202
Phone:	3154221152	Fax:	3154221139		
Email Address:	rsmith@ccf-law.com				

F. Applicant's Accountant:

Name:	Paul Henry, CPA				
Firm:	The Bonadio Group				
Mailing Address:	171 Sullys's Trail				
City:	Rochester	State:	NY	Zip:	14534
Phone:	5852492792	Fax:	5853100316		
Email Address:	phencry@bonadio.com				

G. Applicant History: If the answer to any of the following is "Yes", please explain below. If necessary, attach additional information.

1. Is the Applicant, its management, or its principal owners now a plaintiff or defendant in any civil or criminal litigation? ☐ Yes ☒ No

2. Has any person listed in Section 1(c) ever been convicted of a criminal offense (other than a minor traffic violation)? ☐ Yes ☒ No

3. Has any person listed in Section 1 (C) or any concern with whom such person has been connected ever been in receivership or been adjudicated a bankrupt? ☐ Yes ☒ No

H. Has the Applicant, or any entity in which the Applicant or any of its members or officers are members or officers, received assistance from SIDA in the past? If yes, please give year, Project name, description of benefits, and address of Project.

☒ Yes ☐ No

JMA 5G Campus 2021

II. PROJECT INFORMATION

A. Project Location

Address:	See Attachment #2	Legal Address (if different)	
City:	Syracuse		
Zip Code:	13202		
Tax Map Parcel ID(s):	See Attachment #2		
Current Assessment:	See Attachment #2	Square Footage /Acerage of Existing Site:	See Attachment #2
Square Footage of Existing Building, if any:	53,227 (3 bldgs)	Census Tract: (Please See Appendix E for Census Tracts)	42

B. Type (Check all that apply):

- ☒ New Construction
- ☐ Expansion/Addition to Current Facility
- ☐ Manufacturing
- ☒ Warehouse/Distribution
- ☐ Other
- ☒ Commercial
- ☐ Brownfield/Remediated Brownfield
- ☐ Residential/Mixed Use

C. Description of Project: Please provide a detailed narrative of the proposed Project. This narrative should include, but not be limited to: (i) the size of the Project in square feet and a breakdown of square footage per each intended use; (ii) the size of the lot upon which the Project sits or is to be constructed; (iii) the current use of the site and the intended use of the site upon completion of the Project; (iv) the principal products to be produced and/or the principal activties that will occur on the Project site; and (v) an indication as to why the Applicant is undertaking the Project and the need for the requested benefits (Attach additional sheets if necessary). Attach copies of any site plans, sketches or maps.

See Attachment #3

D. Is the Applicant the owner of the property?

☒ Yes ☒ No

If not, who is the owner and by what means will the site be acquired? If leasing, when does the lease end?

Green Horizon Environmental and Horizon Transport properties by eminent domain, Catholic Charities Mens Shelter + 3 residential empty lots by purchase

E. Infrastructure: Please indicate whether the following are onsite, need to be constructed, or need to be renovated/expanded:

Water	Onsite	Electric	Onsite
Sanitary/ Storm Sewer	Onsite	Private Roads	Onsite
Gas	Onsite	Telecommunication	Onsite

F. Zoning Classification: Please list the current zoning:

Current Zoning | IA

G. Are variances needed to complete the Project?

☐ Yes ☒ No

If yes, please describe nature of variances and if municipal approvals have been granted:

H. Will the Project generate sales tax for the community?

☒ Yes ☐ No

If yes, what is the company's average annual sales or estimated annual sales?

I. In accordance with N.Y. GML Sec. 862(1):

1. Will any other companies or related facilities within the state close or be subjected to reduced activity as a result of this Project? If so please list the town and county of the location(s):

☐ Yes ☒ No

2. Will the completion of the Project result in the removal of a plant or facility of the Applicant from one area of the State New York to another area of the State of New York?

☐ Yes ☒ No

3. Will the completion of the Project result in the abandonment of one or more plants or facilities of the Applicant located in the State of New York?

☐ Yes ☒ No

i. If any answer to questions 1, 2 or 3 above is yes, is the Project reasonably necessary to discourage the Applicant from removing such other plant or facility to a location outside the State of New York?

☐ Yes ☐ No

ii. If any answer to questions 1, 2 or 3 above is yes, is the Project reasonably necessary to preserve the competitive position of the Applicant in its respective industry?

☐ Yes ☐ No

4. Will the Project primarily consist of retail facilities?

☐ Yes ☒ No

i. If yes, will the cost of these facilities exceed one-third of the total Project cost?

☐ Yes ☐ No

J. Is the Project located in a distressed Census Tract?

☒ Yes ☐ No | 42

Please see Appendix E for the map of distressed census tracts in the city of Syracuse.

K. Is the Project site designated as an Empire Zone?

☐ Yes ☒ No

L. Construction

1. Project Timeline (approximate):

Construction Commencement	4/1/2023	Construction Completion	12/31/2024	Date of Occupancy	12/31/2024

2. Please list any other key Project milestones:

3. Has work begun? ☐ Yes ☒ No

If so, indicate the amount of funds expended in the past 3 years?

III. PROJECT COSTS & FINANCING

A. Estimated Project Costs

i. State the costs reasonably necessary for the acquisition, construction, and/or renovation of the Project:

Description of Cost Type	Total Budget Amount
Land Acquisition	2,000,000
Site Work/Demo	625,000
Building Construction & Renovation	17,195,044
Furniture & Fixtures	200,000
Equipment	1,750,000
Equipment Subject to NYS Production Sales Tax Exemption (Manufacturing)	1,750,000
Engineering/Architects Fees	935,000
Financial Charges	
Legal Fees	55,000
Other	1,150,000
Management /Developer Fee	511,000
Total Project Cost	24,421,044

ii. State the sources reasonably anticipated for the acquisition, construction, and/or renovation of the Project:

Amount of capital the Applicant has invested to date:	
Amount of capital Applicant intends to invest in the Project through completion:	24,421,044
Total amount of public sector source funds allocated to the Project:	
Identify each public sector source of funding:	
Percentage of the Project to be financed from private sector sources:	
Total Project Cost	24,421,044

B. Financial Assistance sought (estimated values):

Applicants requesting exemptions and/or abatements from SIDA must provide the estimated value of the savings they anticipate receiving. **New York State regulations require SIDA to recapture any benefit that exceeds the amount listed in this application.**

i. Is the Applicant expecting that the financing of the Project will be secured by one or mortgages? ☒ Yes ☐ No

If yes, amount requested and name of lender: Lender TBD $24,421,044

ii. Is the Applicant expecting to be appointed agent of the Agency for purposes of abating payments of NYS Sales and Use Tax? ☒ Yes ☐ No

If yes, what is the TOTAL amount of purchases subject to exemption based on taxable Project costs? 19,375,000

iii. Is the Applicant requesting a payment in lieu of tax agreement (PILOT) for the purpose of a real property tax abatement? ☒ Yes ☐ No

If yes, Category of PILOT requested:

iv. Is the Applicant requesting any real property tax abatement that is **inconsistent** with the Agency's UTEP?

☐ Yes ☒ No

If yes, please contact the Executive Director prior to submission of this Application.

v. Upon acceptance of this Application, the Agency staff will create a PILOT schedule and indicate the estimated amount of PILOT Benefit based on anticipated tax rates and assessed valuation and attach such information as Exhibit A hereto. At such time, the Applicant will certify that it accepts the proposed PILOT schedule and requests such benefit be granted by the Agency.

***** This Application will not be deemed complete and final until Exhibit A hereto has been completed and executed*****

C. Type of Exemption/Abatement Requested:		Amount of Exemption/Abatement Requested:
☒	Real Property Tax Abatement (PILOT)	TBD
☒	Mortgage Recording Tax Exemption (.75% of amount mortgaged)	183,158
☒	Sales and Use Tax Exemption ($4% Local, 4% State)	1,550,000
☐	Tax Exempt Bond Financing (Amount Requested)	
☐	Taxable Bond Financing (Amount Requested)	

D. Company's average yearly purchases or anticipated yearly purchases from vendors within Onondaga County, subject to sales tax: UNKNOWN

E. Estimated capital investment over the next 5 years, beyond this Project, if available: UNKNOWN

IV. EMPLOYMENT AND PAYROLL INFORMATION

*** Full Time Equivalent (FTE) is defined as one employee working no less than 40 hours per week or two or more employees together working a total of 40 hours per week.**

A. Are there people currently employed at the Project site?

☐ Yes ☒ No If yes, provide number of full time equivalent (FTE) jobs at the facility:

B. Complete the following:

Estimate the number of full time equivalent (FTE) jobs to be retained as a result of this Project:	0
Estimate the number of construction jobs to be created by this Project:	80
Estimate the average length of construction jobs to be created (months):	14-18
Current annual payroll at facility:	0
Average annual growth rate of wages:	3%-5%
Please list, if any, benefits that will be available to either full and/or part time employees:	Medical, Dental, Vision, PTO and 40K
Average annual benefit paid by the company ($ or % salary) per FTE job:	20-25%
Average growth rate of benefit cost:	5%
Amount or percent of wage employees pay for benefits:	10-20%
Provide an estimate of the number of residents in the Economic Development Region (Onondaga, Madison, Cayuga, Oneida, Oswego, and Cortland Counties) to fill new FTE jobs:	40

C. Complete the following chart indicating the number of FTE jobs presently employed at the Project and the number of FTE jobs that will be created at the Project site at the end of the first, second, third, fourth, and fifth years after the Project is completed. Jobs should be listed by title or category (see below), including FTE independent contractors or employees of independent contractors that work at the Project location. ***Do not include construction workers.***

Current & Planned Full Time Occupations (Job Titles)	Current Number of FTEs	Annual Salary	Estimated Number of FTE Jobs After Project Completion					
			End of Year 1	End of Year 2	End of Year 3	End of Year 4	Total New Jobs After 5 Years	Total Retained Jobs After 5 Years
Unskilled or Semi	0	35,000	10	12	15	20	35	35
Professional	0	103,000	1	1	3	3	5	5

For purposes of completing the chart, refer to the following definitions, in lieu of current titles:

- **Professional/Managerial/Technical** - includes jobs which involve skill or competence of extraordinary degree and may include supervisory responsibilities (examples: architect, engineer, accountant, scientist, medical doctor, financial manager, programmer).
- **Skilled** - includes jobs that require specific skill sets, education, training, and experience and are generally characterized by high education or expertise levesl (examples: electrician, computer operator, administrative assistant, carpenter, sales representative).
- **Unskilled or Semi-Skilled** - includes jobs that require little or no prior acquired skills and involve the performance of simple duties that require the exercise of little or no independent judgment (examples: general cleaner, truck driver, typist, gardener, parking lot attendant, line operator, messenger, information desk clerk, crop harvester, retail salesperson, security guard, telephone solicitor, file clerk).

D. Are the employees of your company currently covered by a collective bargaining agreement?

☐ Yes ☒ No If yes, provide the Name and Local:

V. Environmental Information

***An Environmental Assessment Form (EAF) MUST be completed and submitted along with this application. Please visit https://www.dec.ny.gov/permits/6191.html for the online EAF Mapper Application and EAF Forms.**

A. Have any environmental issues been identified on the property?

☐ Yes ☒ No

If yes, please explain:

B. Has any public body issued a State Environmental Quality Review Act determination for this Project?

☐ Yes ☒ No

If yes, please attach to this application.

VI. REPRESENTATIONS & AFFIRMATIONS BY THE APPLICANT

I hereby represent and warrant that I am [the CEO of the company/applicant] or [a person authorized to bind the company/applicant] and make the following representations and/or warranties and understand and agrees with the Agency as follows:

A. Jobs Listings: Except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity of the service delivery area created by the Workforce Investment Act ("WIA") in which the Project is located. DP

B. First Consideration for Employment: In accordance with §858-b (2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in WIA programs who shall be referred by the WIA for new employment opportunities created as a result of the Project. DP

C. Other NYS Facilities: In accordance with §862 (1) of the New York General Municipal Law, the Applicant understands and agrees that projects which will result in the removal of an industrial or manufacturing plant of the Project 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 the Project occupant within the state is ineligible for Agency Financial Assistance, unless otherwise approved by the Agency as reasonably necessary to preserve the competitive position of the Project in its respective industry. DP

D. City Human Right Law: The Applicant agrees to endeavor to comply with the provisions of Article XI, Division 2 of the City Code, entitled "The Omnibus Human Rights Law," which prohibits discrimination in employment based upon age, race, sex, creed, color, religion, national origin, sexual orientation, disability or marital status. The Applicant hereby agrees to adhere to this policy or equal opportunity employment in the requirement, hiring, training, promotion, and termination of employees. DP

E. City of Syracuse and MWBE Preference: The applicant understands and agrees that it is the preference of the Agency that the applicant provide, and use its best efforts to provide, opportunities for the purchase of equipment, goods and services from: (i) business enterprises located in the city of Syracuse; (ii) certified minority and/or women-owned business enterprises; and (iii) business enterprises that employ residents in the city of Syracuse. Consideration will be given by the Agency to the Project Applicant's efforts to comply, and compliance, with this objective at any time an extension of benefits awarded, or involvement by the Agency with the Project, is requested by the Project Applicant. DP

F. Local Labor Policy: The applicant understands and agrees that local labor and contractors will be used for the construction, renovation, reconstruction, equipping of the Project unless a written waiver is received from the Agency. Failure to comply may result in the revocation or recapture of benefits awarded to the Project by the Agency. For the purposes of the policy, "Local" is defined as Onondaga, Cayuga, Cortland, Madison, Oneida, and Oswego Counties. DP

G. Annual Sales Tax Filings: In accordance with §874(8) of the New York General Municipal Law, the Applicant understands and agrees that if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors DP

H. Annual Employment Reports and Outstanding Bonds: The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency on an annual basis, reports regarding the number of FTE at this Project site. The Applicant also understands and agrees to provide on an annual basis any information regarding bonds, if any, issued by the Agency for the Project that is requested by the Comptroller of the State of New York. DP

I. Absence of Conflicts of Interest: The Applicant has received from the Agency a list of the members, officers and employees of the Agency. No member, officer or employee of the Agency has an interest, whether direct or indirect in any transaction contemplated by this Application, except as hereinafter described in Appendix B. DP

J. Compliance: The Applicant understands and agrees that it is in substantial compliance with applicable local, state, and federal tax, worker protection, and environmental laws, rules, and regulations. DP

K. False or Misleading Information: The Applicant understands and agrees that the submission of knowingly false or knowingly misleading information in this Application may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of Agency involvement in the Project. DP

L. GML Compliance: The Applicant certifies that, as of the date of the Application, the proposed project is in substantial compliance with allprovisions of NYS General Municipal Law Article 18-A, including but not limited to Sections 859-a and 862(1). DP

M. SIDA's Policies: The Applicant is familiar with all of SIDA' s policies posted on its website (http://www.syrgov.net/Syracuse_Industrial_Development_Agency.aspx) and agrees to comply with all applicable policies.

N. Disclosure: The Applicant has read paragraph 6 of the instructions contained on the cover of this Application and understands that the Applicant must identify in writing to SIDA any information it deems proprietary and seeks to have redacted.

O. Reliance: THE APPLICANT ACKNOLWEDGES THAT ALL ESTIMATES OF PROJECTED FINANCIALIMPACTS, VALUE OF FINANCIAL ASSISTANCE REQUESTED, AND OTHER INFORMATION CONTAINED IN THIS APPLICATION WILL BE RELIED UPON BY SIDA AND ANY CHANGES IN SUCH INFORMATION MUST BEMADE IN WRITING AND MAY IMPACT THE GRANT OF FINANCIAL ASSISTANCE TO THE PROJECT.

I am the CEO or a person authorized to bind the company/applicant, and have read the foregoing and agree to comply with all the terms and conditions contained therein as well as the policies of the City of Syracuse Industrial Development Agency.

Name of Applicant Company	JMA Tech Properties, LLC
Signature of Officer or Authorized Representative	
Name & Title of Officer or Authorized Representative	Dino Peios, VP Finance
Date	November 18, 2022

VI. HOLD HARMLESS AGREEMENT

Applicant hereby releases the City of Syracuse Industrial Development Agency and the members, officers, servants, agents and employees thereof (collectively the "Agency" from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend, and hold the Agency harmless from and against any and all liability arising from or expense incurred by: (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax-exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction, and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project, including without limiting the generality of the foregoing, all cause of action and attorney's fees and any other expenses incurred in defending any suits or action which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final agreement with respect to the Project, or the inability of the Applicant, for any reason, to proceed with the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all costs incurred by the Agency in the processing of or in connection with the Application, including attorney's fees, if any.

Name of Applicant Company	JMA Tech Properties, LLC
Signature of CEO or a person authorized to bind the company/applicant	
Name & Title of Officer or Authorized Representative	Dino Peios, VP Finance
Date	November 18, 2022

CITY OF SYRACUSE INDUSTRIAL DEVLEOPMENT AGENCY APPLICATION

APPENDIX A

CONFLICT OF INTEREST STATEMENT

Agency Board Members

1. Kathleen Murphy
2. Steven P. Thompson
3. Rickey T. Brown
4. Kenneth J. Kinsey
5. Dirk Sonneborn

Agency Officers/Staff

1. Judith DeLaney
2. John Vavonese
3. Debra Ramsey-Burns

Agency Legal Counsel & Auditor

1. Susan Katzoff, Esq., Bousquet Holstein, PLLC
2. Grossman St. Amour, PLLC.

The Applicant has received from the Agency a list of members, officers and staff of the Agency. To the best of my knowledge, no member, officer or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

Signature:	JMA Tech Properties, LLC
Authorized Representative:	
Title:	Dino Peios, VP Finance
Date:	November 18, 2022

City of Syracuse Industrial Development Agency

APPENDIX B

Agency Fee Schedule

(Revised 1/15/19)

Bond and Straight Lease Transactions:

Application & Processing Fee $1,000.00

Project Commitment/Legal Fee $2,500.00
(Due with fully executed Application; Amount applied to SIDA's counsel fee)

Administrative Fee:

Issuance of Bonds ..... 1% Project Cost
(Without regard to principal amount of bonds issued.)

Straight Lease/Agency Appointment ..... 1% Project Cost
(Exemption from one or more mortgage recording, real property or sales and use taxes)

Refunding of Bonds ..... 1% of Project Cost

New Money/Additional Financing on Existing Project:

Refinancing of project where no additional Financial Assistance is sought (other than MRTE) – ¼ of new money financed (exclusive of original mortgage amount).
Refinancing of project where additional Financial Assistance is sought (in addition to MRTE) – 1% of new money financed.

Post-Closing Items for Bond and Straight Lease Transactions:

Annual Administrative Reporting Fee $250.00
(Paid at time of closing and annually thereafter for duration of SIDA's interest in Project Facility)

Extension of sales tax exemption $500.00

Modification or Amendment of Closing Documents* $1,000.00

***including but not limited to refinancing of original mortgage**

Subsequent lender closing $250.00

In addition to the foregoing, Applicants are responsible for payment of all costs and expenses incurred by SIDA in connection with application or Project including without limitation publication, copying costs, SEQRA compliance and fees and costs to SIDA's attorneys, engineers, and consultants. SIDA reserves the right to require a deposit to cover anticipated costs. Application fees are payable at time application/request is submitted. All fees are non-refundable. Applicants for bond transactions are responsible for payment of Bond Issuance Charge payable to the State of New York. Applicants are also responsible for payment of post-closing fees and costs associated with the appointment of additional agents. SIDA reserves the right to modify the this schedule at any time and to assess fees and charges in connection with other transactions such as grants of easement or lease of SIDA-owned property.

APPENDIX B

Verification

STATE OF New York)
) SS.:
COUNTY OF Onondaga)

Dino Peios, deposes and says that s/he is the
(Name of Individual)

VP Finance of JMA Tech Properties, LLC
(Title) *(Applicant Name)*

that s/he is the CEO or a person authorized to bind the company/applicant, and has personally completed and read the foregoing Application and knows the contents thereof and that thesame is true, accurate, and complete to the best of her/his knowledge, as subscribed andaffirmed under the penalties of perjury. The grounds of deponent's beliefs relative to allmatters in the said Application which are not stated upon her/his own personal knowledgeare investigations which the deponent has caused to be made concerning the subjectmatter of the Application as well as, if applicable, information acquired by deponent in thecourse of her/his duties/responsibilities for the Applicant and from the books and papers ofthe Applicant. The deponent also acknowledges the receipt of the schedules attached tothe Application, including but not limited to the Agency's fee schedule and assumesresponsibility for payment of any and all applicable fees as described therein. Deponentfurther acknowledges review and understanding of the Agency's published policies,including but not limited to the Agency's Recapture Policy, and agrees on behalf of theApplicant to be bound by and comply with, all such policies.

Applicant Representative's Signature

VP Finance
Title

Subscribed and sworn to before me this

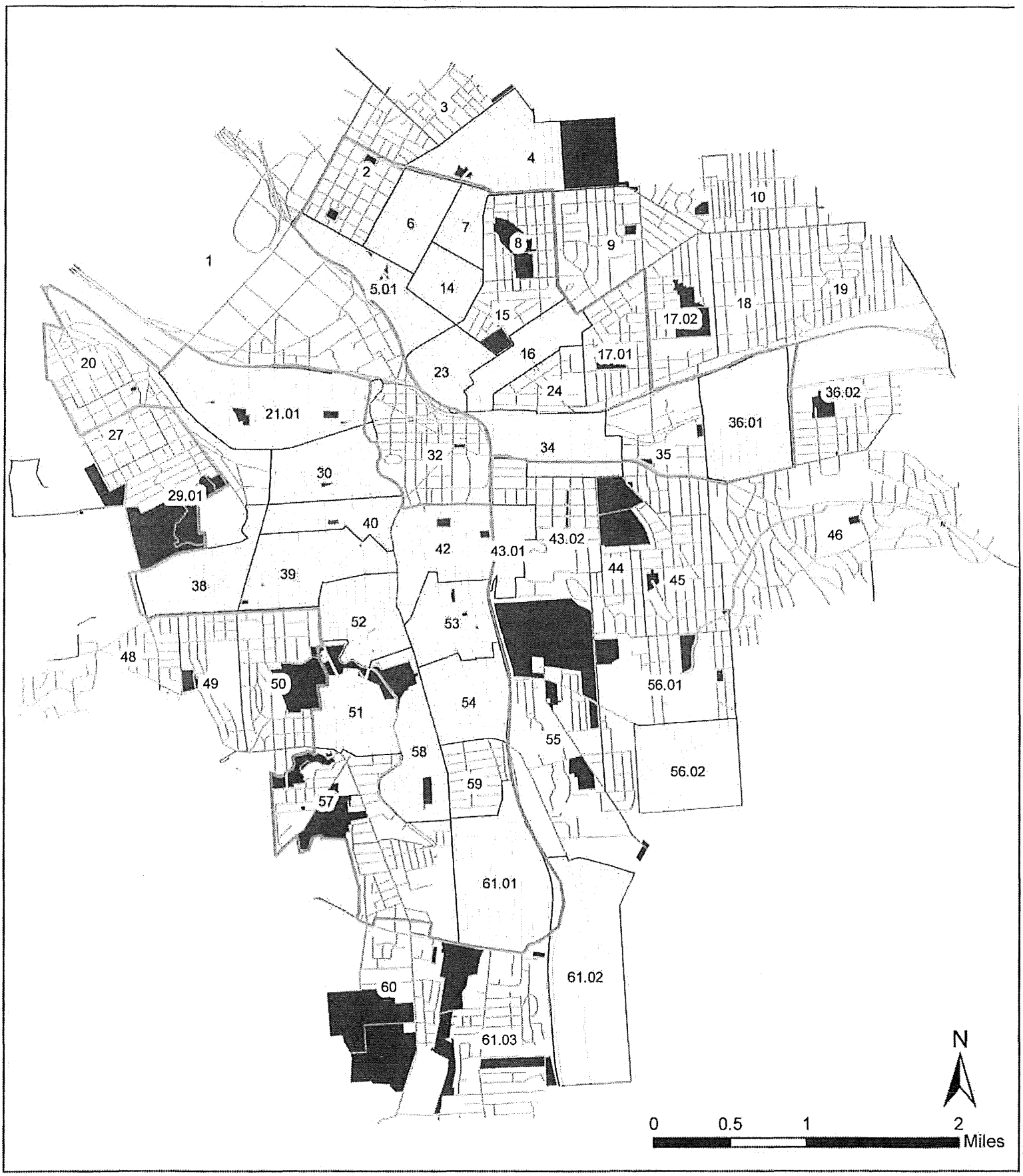
18th day of November, 20 22

Notary Public

ERIN GRACE HYATT
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HY6295050
Qualified in Onondaga County
My Commission Expires 12-23-2025

Appendix C

Highly Distressed Census Tracts



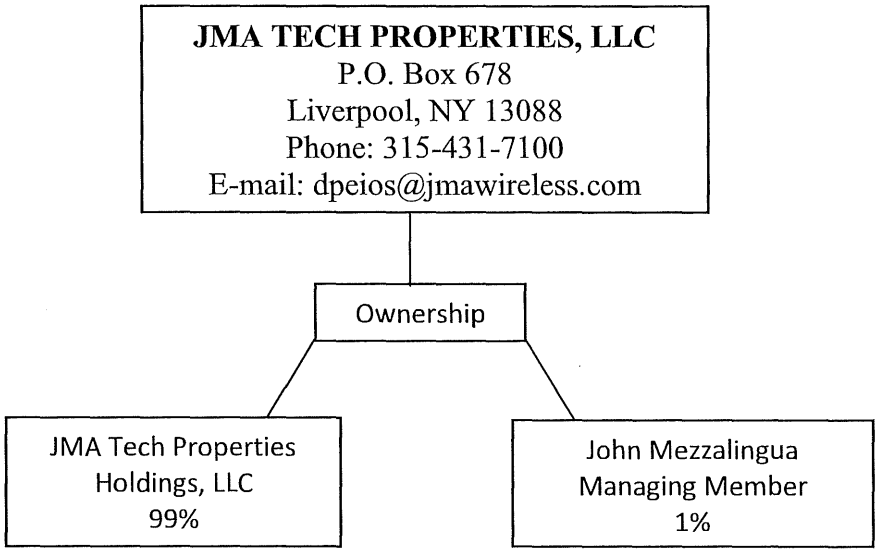
Legend

- Highly Distressed Census Tracts (2016)
- 2010 Census Tracts
- Parks & Cemeteries
- NRSA Boundaries

Map created 7/12/2016.
This map is for planning purposes only.
The City of Syracuse cannot guarantee its accuracy.

JMA TECH PROPERTIES, LLC
SIDA APPLICATION

Attachment #1 – Principal Stakeholders



JMA TECH PROPERTIES, LLC
SIDA APPLICATION

Attachment #2 – Project Location

ADDRESS	TAX ID #	CURRENT ASSESSMENT	SQ. FT/ACRE OF SITE	SQ FT. OF BUILDING	CENSUS TRACT	CURRENT OWNERSHIP
225 Taylor St. W & Oneida St.	094.-04-01.0	$56,000	0.36 acres	N/A	42	Horizon Transport, LLC*
201-07 Taylor St. W & Clinton St.	094.-04-02.0	$230,000	0.35 acres	10,950 sq. ft.	42	Horizon Transport, LLC*
1010 Clinton Street	094.-04-03.0	$20,300	0.19 acres	N/A	42	JMA Tech Properties, LLC
1022 Clinton Street	094.-04-04.0	$43,000	0.20 acres	N/A	42	JMA Tech Properties, LLC
1054 Clinton Street	094.-04-05.1	$450,000	2.28 acres	N/A	42	JMA Tech Properties, LLC
1074 Clinton Street	094.-04-05.2	$475,000	0.29 acres	10,572 sq. ft.	42	Catholic Charities of Syracuse**
228 Tallman Street	094.-04-05.3	$32,000	0.21 acres	N/A	42	Catholic Charities of Syracuse**
232 Tallman Street	094.-04-05.4	$35,000	0.16 acres	N/A	42	JMA Tech Properties, LLC
1080-82 Clinton Street	094.-04-06.0	$14,000	0.07 acres	N/A	42	Ranalli/Taylor St., LLC***
222-24 Tallman St & Clinton St S	094.-04-07.0	$20,000	0.06 acres	N/A	42	Ranalli/Taylor St., LLC***
226 Tallman Street	094.-04-08.0	$27,000	0.12 acres	N/A	42	Ranalli/Taylor St., LLC***
240 ½ Tallman Street	094.-04-09.0	$10,000	0.05 acres	N/A	42	Green Horizons Envirmnt, LLC*
242-46 Tallman Street	094.-04-10.0	$17,000	0.28 acres	N/A	42	Green Horizons Envirmnt, LLC*
252-54 Tallman Street & Oneida St	094.-04-11.0	$10,000	0.09acres	N/A	42	Green Horizons Envirmnt, LLC*
637-39 Oneida Street	094.-04-12.0	$16,000	0.07 acres	N/A	42	Green Horizons Envirmnt, LLC*
629 Oneida Street	094.-04-13.0	$7,100	0.08 acres	N/A	42	Green Horizons Envirmnt, LLC*
625 Oneida Street	094.-04-14.0	$10,100	0.12 acres	N/A	42	Green Horizons Envirmnt, LLC*
619 Oneida Street	094.-04-15.0	$288,000	0.17 acres	31,705 sq. ft.	42	Green Horizons Envirmnt, LLC*
615 Oneida Street	094.-04-16.0	$5,000	0.11 acres	N/A	42	GEC Consulting, LLC**
609-11 Oneida Street	094.-04-17.0	$1,800	0.11 acres	N/A	42	GEC Consulting, LLC**
605-607 Oneida Street	094.-04-18.0	$10,000	0.11 acres	N/A	42	Syracuse Land Bank**
601-603 Oneida Street	094.-04-19.0	$1,800	0.11 acres	N/A	42	Green Horizons Envirmnt, LLC*
521-527 Oneida Street	094.-04-20.0	$45,800	0.28 acres	N/A	42	Horizon Transport, LLC*
517 Oneida Street	094.-04-21.0	$45,800	0.30 acres	N/A	42	Horizon Transport, LLC*

*These properties are subject to JMA Tech Properties, LLC's simultaneous request for eminent domain.

**These properties are under contract and will be transferred to JMA Tech Properties, LLC prior to the final SIDA closing

*** This company is under common ownership with JMA Tech Properties, LLC

JMA TECH PROPERTIES, LLC
SIDA APPLICATION

Attachment #3 – Description of Project

Overview

John Mezzalingua Associates, LLC, dba JMA Wireless, a global wireless technology leader recently expanded its local manufacturing operations in Liverpool, NY to include a new state-of-the-art 97,000 sq. ft. manufacturing and professional facility in downtown Syracuse. With the reimagined conversion of an abandoned textile building to its global headquarters, JMA continues to grow and expand, with a direct economic benefit to the surrounding community. Since its inception, JMA has leaned into U.S. based innovation, delivering the world's first software based 4G baseband, private CBRS network solutions, and manufacturing 4G/5G antennas and high-grade connectors. Over the last six years, JMA has invested more than $100 million in the Syracuse area and employs more than 500 people locally. In less than a decade, JMA tripled its Liverpool manufacturing capacity from 62,000 sq. ft. in 2013 to 220,000 sq. ft. in 2020. Now, the new JMA global headquarters in Syracuse stands as the only U.S.-owned 5G manufacturing campus in the country.

Expansion of the 5G Campus: Building a Global Smart Logistics Center

As part of the continued growth and commitment to U.S. and New York state manufacturing, JMA plans to expand its facilities to include a state-of-the-art Global Smart Logistics Center on the same campus as its recent $52 million global headquarters investment on Cortland Avenue. Currently, due to space constraints, JMA utilizes valuable manufacturing space in its headquarters facility for warehousing—freeing up this space will allow it to expand 5G manufacturing and development capabilities at the site, as it moves inventory to the new Smart Logistics Center.

The intended footprint for The Center is framed in by the 200 block of W. Taylor Street, the west side of the 1000 block of S. Clinton Street and east side of the 500 and 600 block of Oneida Street. It currently consists of JMA owned property, a single story 10,950 sq. ft. structure with parking, a ~36,000 sq. ft. manufacturing building with adjacent parking, and three vacant lots (two residential and one light industrial). Under JMA's plans, this footprint would become the site of an 80,000 sq. ft. high bay structure complementing the architecture and aesthetics of JMA's 5G global headquarters on Cortland Avenue. With additional exterior lighting, landscape beautification and 24-hour security, the Center will positively impact the community. The neighborhood evolution from forgotten buildings to a vibrant, working campus that the community will benefit from, also offers an increased ability to safely access the area by foot or bike.

JMA's new Global Smart Logistics Center will serve as the hub for all JMA materials moving across the U.S. and the world. The truck activity, operating during normal business hours, would take place on the former 1000 block of S. Clinton Street currently owned by JMA. The Center's proximity to 5G manufacturing operations on the same campus as JMA's global headquarters, will provide the necessary efficient access to centralized warehousing for all JMA manufactured materials—rounding out the only U.S.-owned 5G campus in the country.

JMA anticipates using approximately 15,000 sq. ft. for programming and system staging of JMA solution servers. The facility aspires to be 100% unwired, utilizing technology like private 5G

JMA TECH PROPERTIES, LLC
SIDA APPLICATION

Attachment #3 – Description of Project

Networks and CBRS to power voice and data communications, next generation edge-based use cases, as well as employing high levels of automation.

The creation of the smart Logistics Center is estimated to be a $25 million investment by JMA, and a significant contribution to Syracuse's commitment to revitalize the downtown area. JMA's campus, encompassing its global headquarters and the Global Smart Logistics Center, will greatly enhance the Southside gateway as a beacon of technology, current and future economic promise. The project will serve as the next step in the transformation of the downtown area, helping revitalize and reenergize a long-forgotten neighborhood that had not seen healthy investment in decades.

Creation of New Jobs
JMA's intent for The Center is to bring additional jobs to the immediate Southside, improve the condition of the area, and serve as an anchor for emerging opportunities in the neighborhood and community. An anticipated 40 new jobs, in addition to the 200 jobs committed with respect to the headquarters site, will be created at the Logistics Center in support of JMA's managed services growth. As part of the planned job growth, JMA expects to transfer out-of-state operations and headcount to the Syracuse facility.

JMA is deeply committed to investing in its workforce and hiring locally. Currently there are several hiring initiatives to match local talent with the tech jobs of the future—including immediate events like jobs fairs and high school student tours, as well as more longer-term partnerships to create a sustainable talent pipeline. JMA hosted multiple local hiring fairs, including a job fair at Salt City Market for neighborhood residents, and there is an upcoming career fair for local residents planned for the end of the year. Additionally, JMA created a partnership with the Institute of Technology at Syracuse Central to expose high school students to technology careers and create a pathway to hire local residents. This includes hosting students at our downtown manufacturing headquarters for job shadowing, resume help, and skills development, as showcased in section 3.6 of this application.

Catalyst for Economic Growth & Positive Impact on the Community
JMA's investment in new facilities in the Southside marks the first time a new manufacturing facility has been created in Syracuse in 40-plus years. In addition to the direct investments the Company has made, its development projects serve as a catalyst for future growth in the surrounding area. Since JMA initiated its development, two additional development projects have broken ground in adjacent areas—Salina 1st (to the east) and Syracuse Community Health Center (to the north).

Despite these projects having been approved for development for some time, there was no ground broken until JMA's new 5G campus provided an anchor investment and paved the way for developers to gain confidence in the neighborhood as an area for development opportunity.

There is much positive community impact to the neighborhood, as well. Earlier this year, JMA participated in a neighborhood cleanup effort of the area, working with over 15 local

organizations – the result: over five miles of city sidewalks were cleaned and beautified. Over 50 JMA employees volunteered to help in this effort. This fall, JMA participated in the back-to-school supply drives for basic needs and school success tools at the Mary Nelson Youth Center on S. Salina Street. Further, this Thanksgiving, JMA is partnering with Brady Market on Gifford Street to provide dinners for 180+ families in partnership with 12 different agencies across Syracuse. Teams of JMA volunteers will be on site to help prepare and distribute holiday meals.

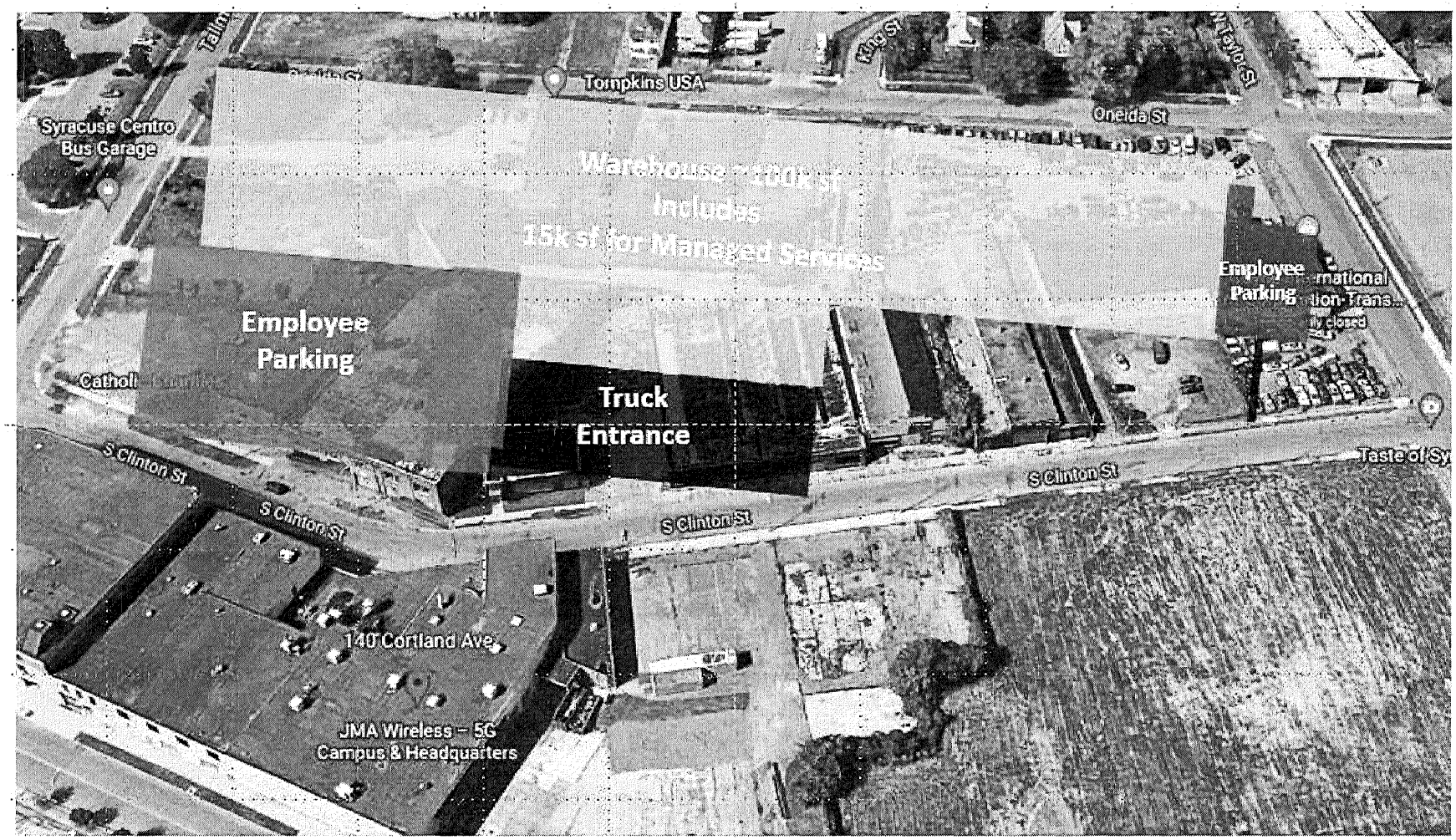
Property Summary

Below is a summary of the proposed footprint for the expansion of the 5G campus. This includes a list of all the properties in the footprint, as well as the properties requested that are currently not under JMA ownership.

JMA TECH PROPERTIES, LLC
SIDA APPLICATION

Attachment #3 – Description of Project

3.1 -- Proposed footprint:



JMA TECH PROPERTIES, LLC
SIDA APPLICATION

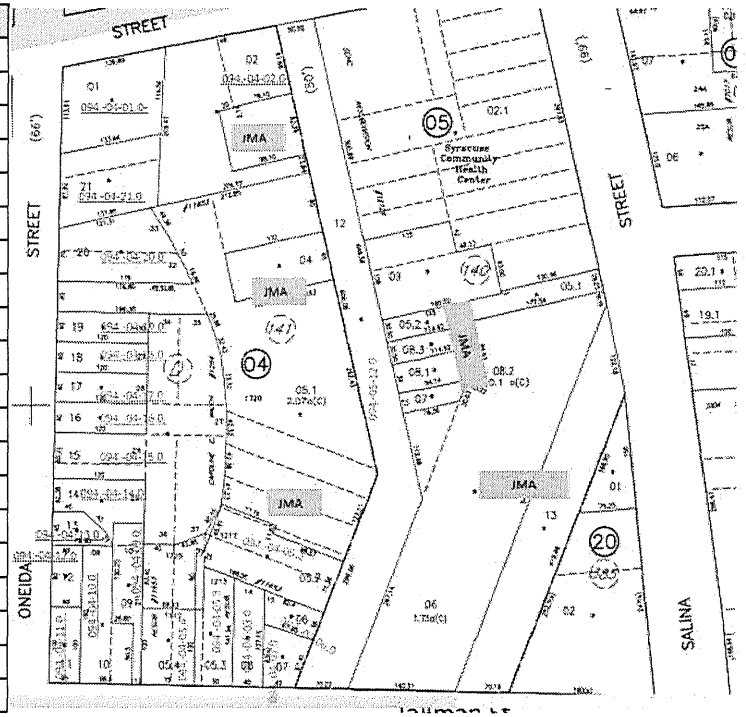
Attachment #3 – Description of Project

JMA TECH PROPERTIES, LLC
SIDA APPLICATION

Attachment #3 – Description of Project

3.2 – Overview of properties:

TAX ID #	CURRENT OWNERSHIP	Street Address
094.-04-01.0	Horizon Transport LLC	225 W Taylor and Oneida
094.-04-02.0	Horizon Transport LLC	201-07 W Taylor and S Clinton
094.-04-20.0	Horizon Transport LLC	521-27 Oneida St
094.-04-21.0	Horizon Transport LLC	517 Oneida St
094.-04-16	Under Contract to JMA Tech	615 Oneida St
094.-04-17	Under Contract to JMA Tech	609 Oneida St
094.-04-18	Under Contract to JMA Tech	605 Oneida
094.-04-09.0	Green Horizons Envirmnt LLC (Thompkin Bros)	240 1/2 Tallman St
094.-04-11.0	Green Horizons Envirmnt LLC (Thompkin Bros)	252-54 Tallman St & Oneida St
094.-04-12.0	Green Horizons Envirmnt LLC (Thompkin Bros)	637-39 Oneida St
094.-04-13.0	Green Horizons Envirmnt LLC (Thompkin Bros)	629 Oneida St
094.-04-14.0	Green Horizons Envirmnt LLC (Thompkin Bros)	625 Oneida St
094.-04-15.0	Green Horizons Envirmnt LLC (Thompkin Bros)	619 Oneida St
094.-04-05.2	Catholic Charities of Onondaga County	1074 S Clinton
094.-04-05.3	Catholic Charities of Onondaga County	228 Tallman
094.-04.03.0	JMA Tech Properties, LLC	1010 S Clinton St
094.-04-04..0	JMA Tech Properties, LLC	1022 S Clinton St
094.04-05.1	JMA Tech Properties, LLC	1054 S Clinton St to Oneida St
094.-04-06.0	Ranalli/Taylor St LLC (JMA)	222-24 Tallman St
094.-04-08.0	Ranalli/Taylor St LLC (JMA)	226 Tallman St



JMA TECH PROPERTIES, LLC
SIDA APPLICATION

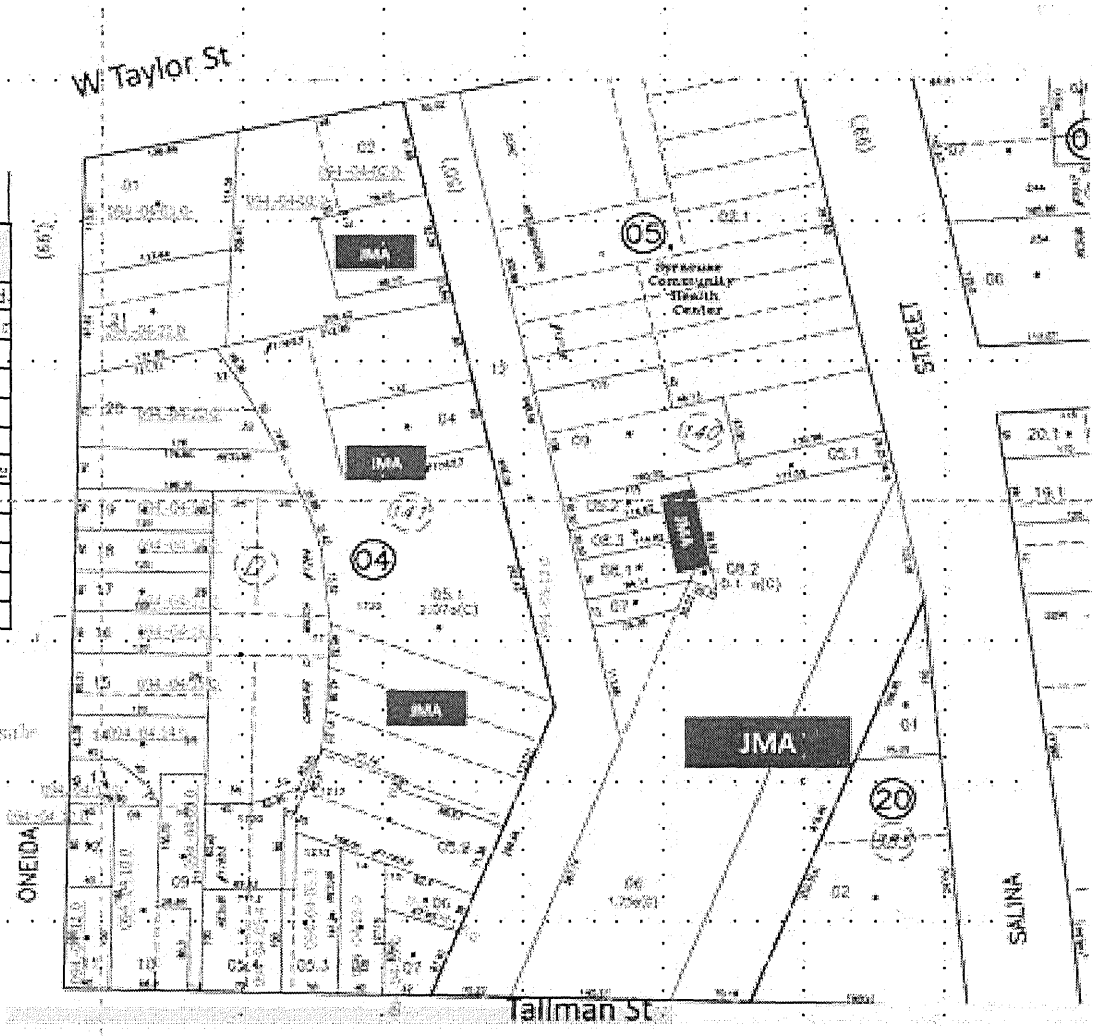
Attachment #3 – Description of Project

3.3 – Properties not under JMA ownership:

Properties Requested , not under JMA Control

Tax ID	Owner Name	Property Address
094.-04-01.0	Harbor Transport LLC	225 Taylor St W & Oneida
094.-04-02.0	Harbor Transport LLC	201-07 Taylor St W & Oneida
094.-04-20.0	Harbor Transport LLC	521-27 Oneida St
094.-04-21.0	Harbor Transport LLC	517 Oneida St
094.-04-09.0	Green Harbors Environmt LL	240 1/2 Tallman St
094.-04-10.0	Green Harbors Environmt LL	242-46 Tallman St
094.-04-11.0	Green Harbors Environmt LL	252-54 Tallman St & One
094.-04-12.0	Green Harbors Environmt LL	537-39 Oneida St
094.-04-13.0	Green Harbors Environmt LL	529 Oneida St
094.-04-14.0	Green Harbors Environmt LL	525 Oneida St
094.-04-15.0	Green Harbors Environmt LL	519 Oneida St
094.-04-19.0	Green Harbors Environmt LL	501-03 Oneida St

- Blue Text on List
- Green Text JMA owns or pending sale

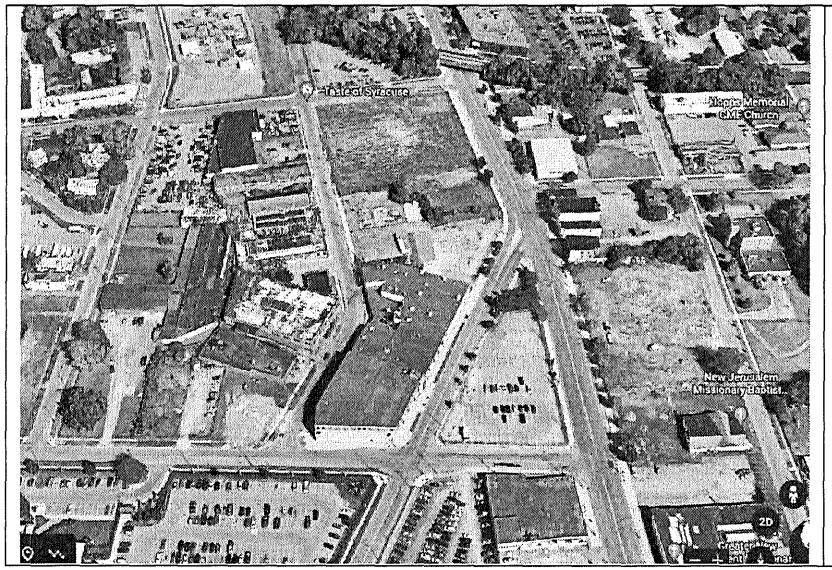


JMA TECH PROPERTIES, LLC
SIDA APPLICATION

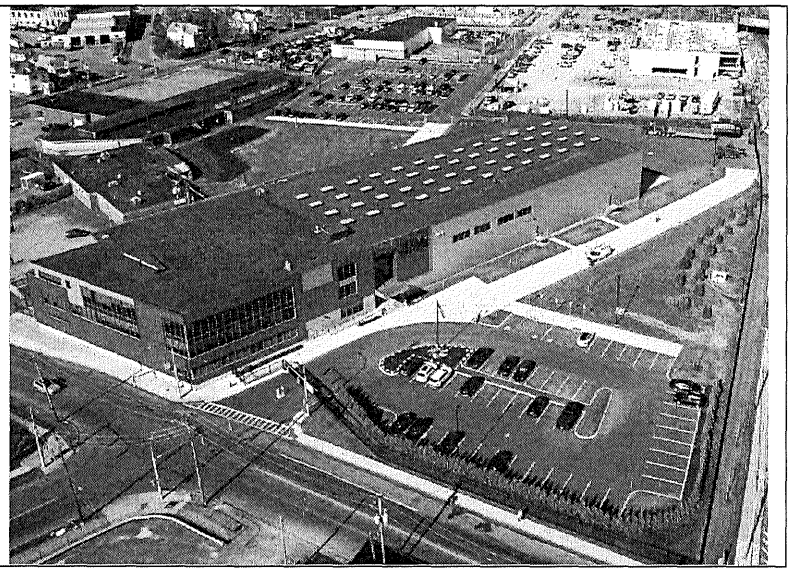
Attachment #3 – Description of Project

3.4 – Demonstrated transformation of the neighborhood from prior to construction until now.

Neighborhood in 2019



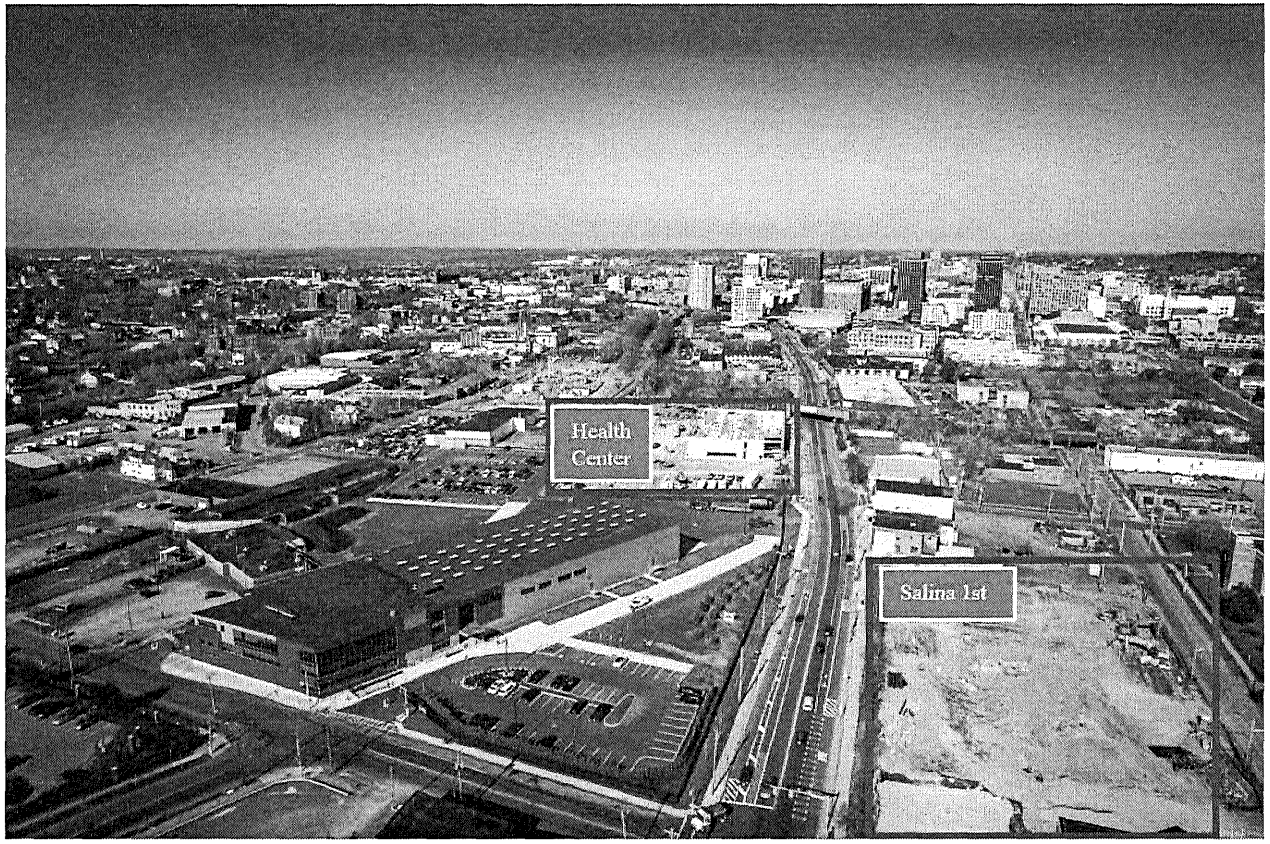
Neighborhood in 2022



JMA TECH PROPERTIES, LLC
SIDA APPLICATION

Attachment #3 – Description of Project

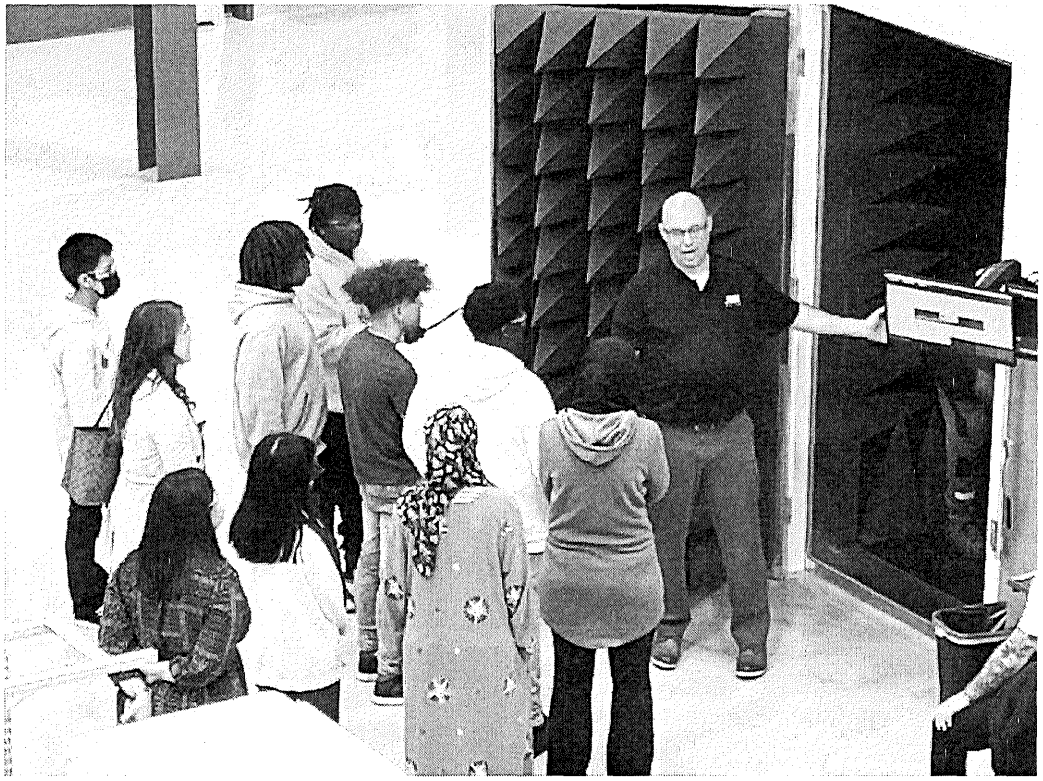
3.5 -- The neighborhood revitalization continues in November 2022 with several economic development projects launched after JMA opened its headquarters. Both the Syracuse Community Health Center and Salina 1st were dormant until JMA committed to the Southside neighborhood.

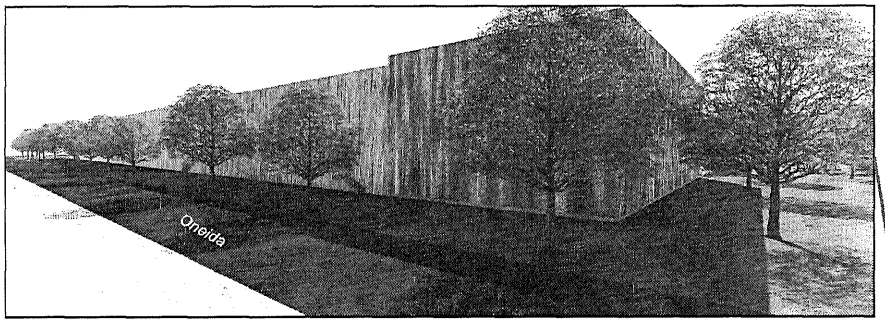


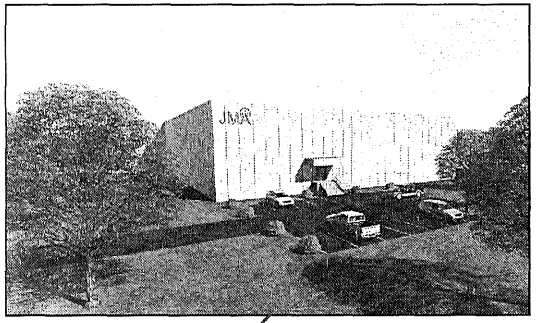
JMA TECH PROPERTIES, LLC
SIDA APPLICATION

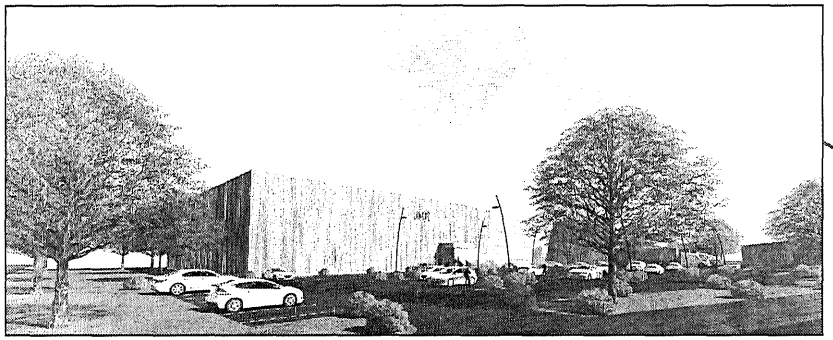
Attachment #3 – Description of Project

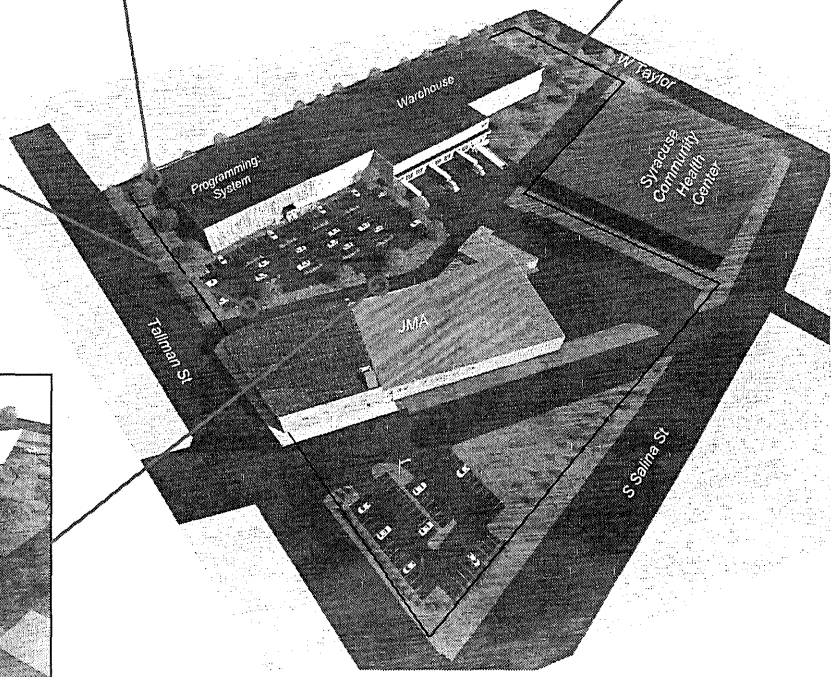
3.6 – In October, 2022, ITC P-TECH students had their most recent tour of the JMA downtown facility -- meeting with the team to learn more about high-tech manufacturing careers.

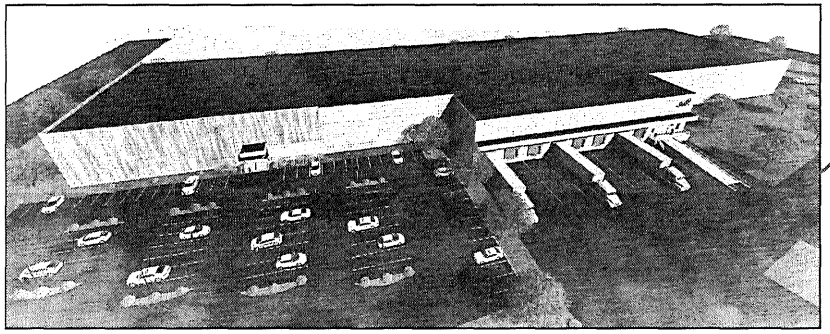




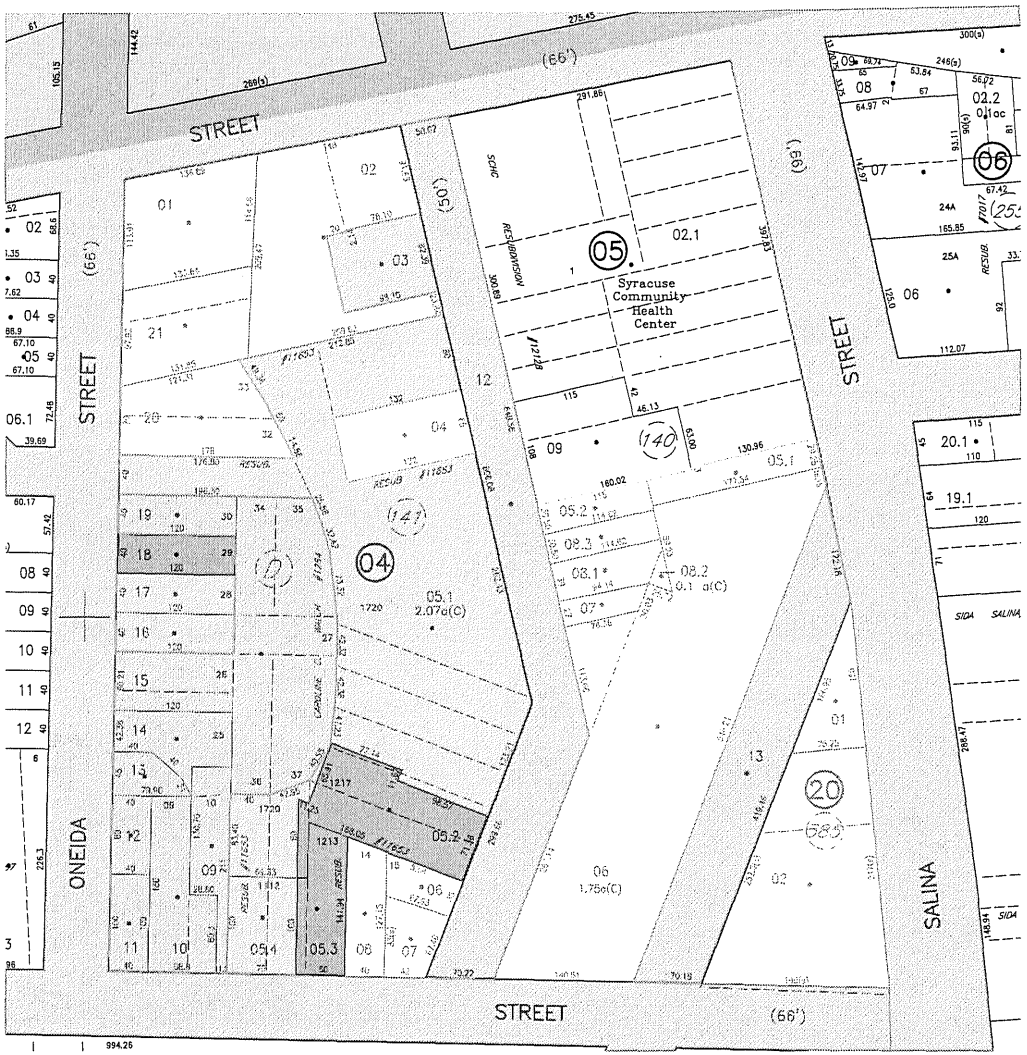








REVISIONS	CONTRACTOR	SHEET MAP	ARCHITECTS/ENGINEERS:	SHEET
No. Description Date	THE PIKE COMPANY *Building Relationships Since 1873*			DATE: — PROJECT TITLE: JMA New Warehouse — PROJECT NUMBER: 201221 ENGINEER — LOCATION: 140 CORTLAND AVENUE SYRACUSE, NY 13202 — PHASE: CHECKED — DRAWING TITLE: 3D Renderings — DRAWING NUMBER: JMA-1



JMA Tech Properties
Summary of Property Ownership

=JMA Property Included in prior SIDA Project

=JMA Property for Current Project

=Property Under Contract

=Horizon Transport Prop
(needed for Project)

=Green Horizons Property
(needed for Project)

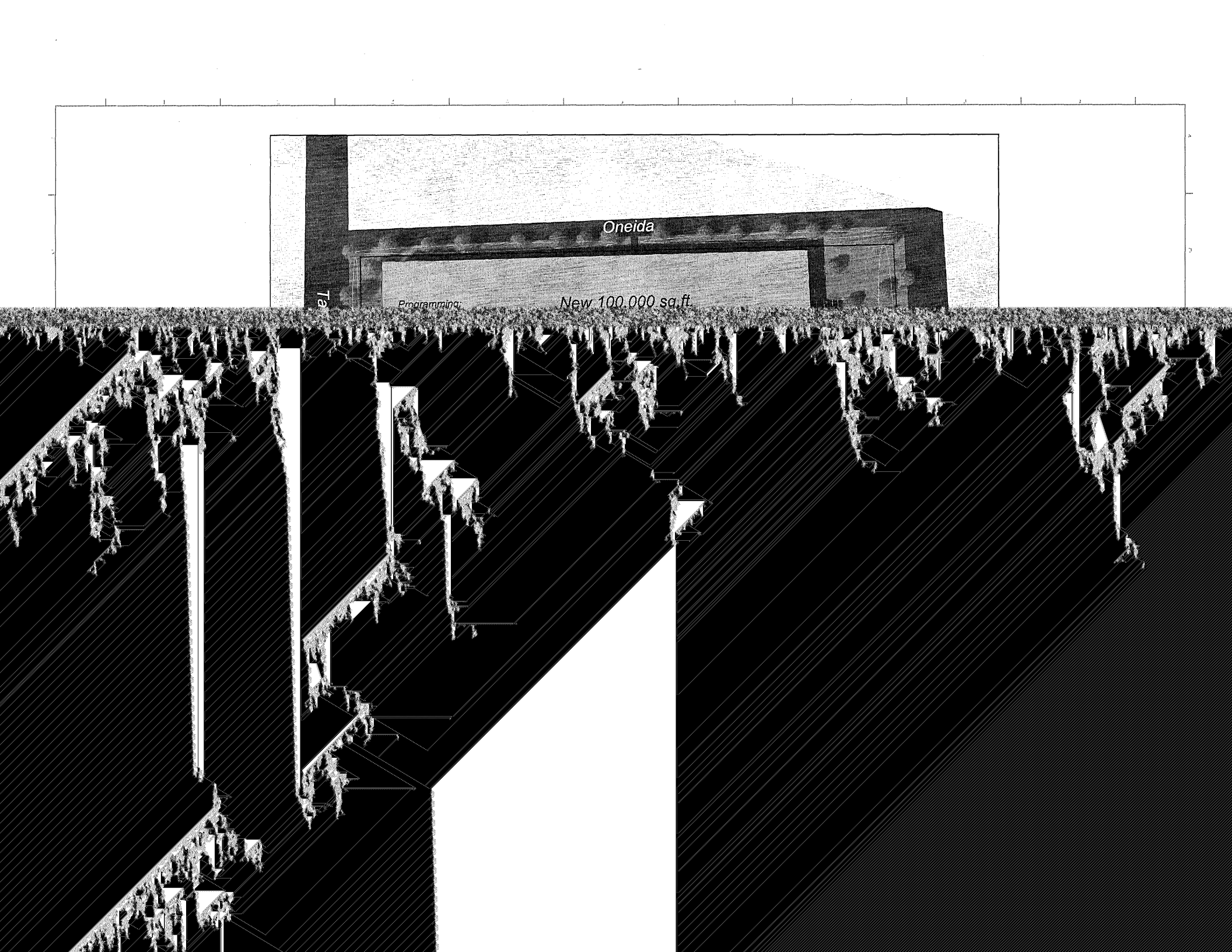
=Roadway

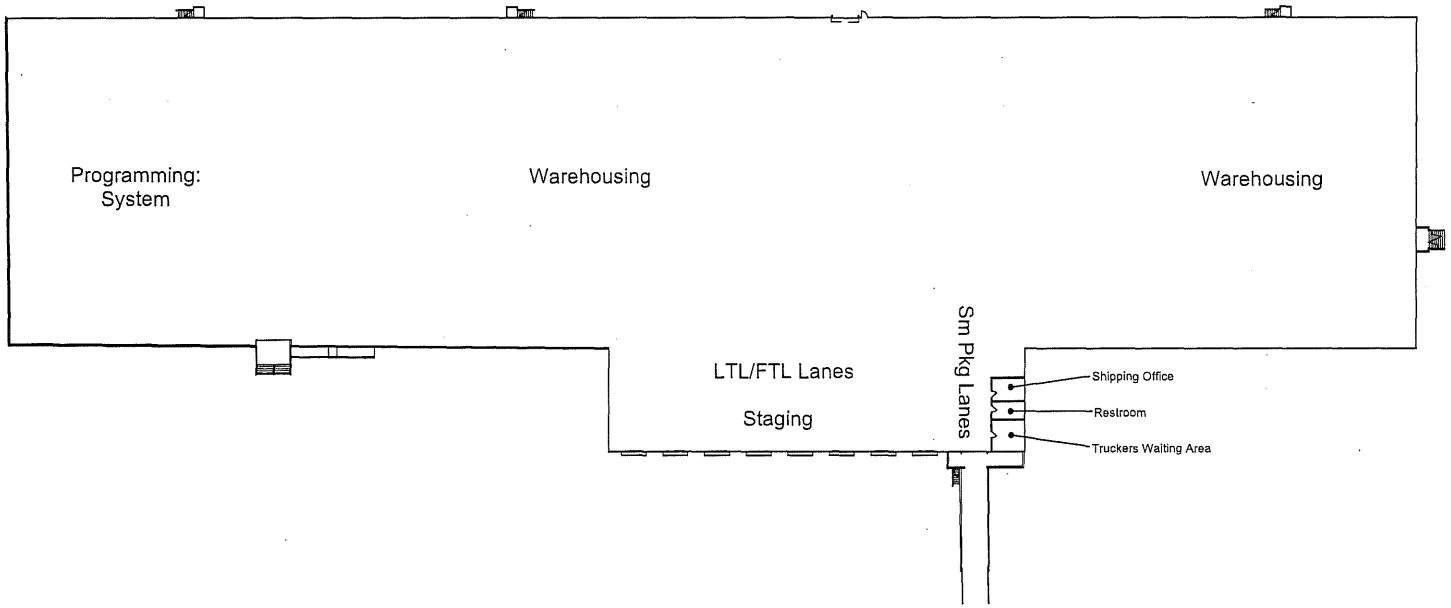
PROPERTY PARCEL LINE

ORIGINAL LOT LINE

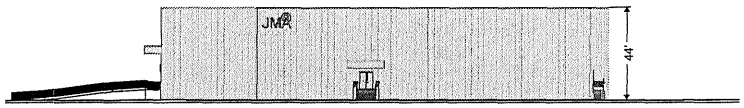
ROAD OR RAILROAD
RIGHT-OF-WAY LINE

REVISIONS	CONTRACTOR	SHEET MAP	ARCHITECTS/ENGINEERS:	SHEET
	THEPIKECOMPANY *Building Relationships Since 1873*			PROJECT TITLE: JMA New Warehouse LOCATION: 140 CORTLAND AVENUE SYRACUSE, NY 13202 DRAWING TITLE: Property Ownership PROJECT NUMBER: 201221 SHEET: JMA-2

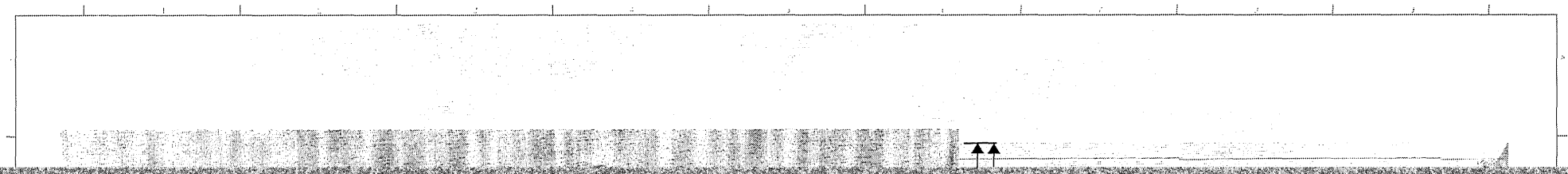

Oneida
Programming:
New 100,000 sq.ft.



REVISIONS	CONTRACTOR	SHEET MAP	ARCHITECTS/ENGINEERS:	SHEET
	THE PIKE COMPANY *Building Relationships Since 1873*			JMA New Warehouse 201221 140 CORTLAND AVENUE SYRACUSE, NY 13202 JMA Warehouse Floor Plan JMA 4



1 New Warehouse North Elevation
1" = 60'-0"



PREFERRED DEVELOPER AGREEMENT

This **PREFERRED DEVELOPER AGREEMENT** (this "***Agreement***") is made as of the 1st day of August, 2022, 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, 6th Floor, Syracuse, New York 13202 (the "***Agency***") and **JMA TECH PROPERTIES, LLC** ("***JMA***" or 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 140 Cortland Avenue, Syracuse, New York 13202.

W I T N E S S E T H:

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, previously, at the request of the Company, the Agency undertook a project (the " ***Original Project***") consisting of: (A)(i) the acquisition of an interest in thirteen parcels of real property (three of which are improved as noted below) totaling in the aggregate approximately 4.3 acres of land located at 120-154 Cortland Ave. & Tallman St. (improved by an approximate 119,000 sq. ft. building the "***Original Coyne Building***"); 1022 Clinton St. S. (improved by an approximate 7,200 sq. ft. building the "***Gabriel Building***"); 1051 Clinton St. S. (improved by an approximate 2,352 sq. ft. building the "***Wastewater Building***"), 1029, 1033, 1049, 1049 (rear) and 1080-82 Clinton St. S.; 222-24 Tallman St. & Clinton St. S. and 226 Tallman St.; 980-82 Salina St. S., 1002-22 Salina St. S. & Cortland Ave. and 1024-40 Salina St. S. and Tallman St., all located

in the City of Syracuse, New York (collectively, the "***Original Land***"); (ii) the demolition of the Wastewater Building, the Gabriel Building and various structures located on the north side of the Original Coyne Building as well as approximately 64,000 sq. ft. of the Original Coyne Building leaving approximately 54,550 sq. ft. of the building (the "***Coyne Building***"); (iii) the reconstruction and renovation of the Coyne Building and the construction of a one-story approximately 40,000 sq. ft. building connected by an atrium to the Coyne Building, all to house, among other things, manufacturing space, corporate and production engineering offices, testing, assembly, manufacturing and support spaces, a client experience center, restrooms, warehouse and loading dock areas all located on the Original Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "***Original Facility***"); and (v) the acquisition and installation in and at the Original Land and Original Facility of furniture, fixtures and equipment (the "***Original Equipment***" and together with the Original Land and the Original Facility, the "***Original Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S., collectively, the "***Original PILOT Parcels***"), State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively the "***Original Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, renovation and equipping and completion of the Original Project Facility; and (D) the lease of the Original Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Original Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, in June, 2020, the Company and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Original Financial Assistance (the "***Original Lease Transaction***") and executed numerous documents in conjunction therewith including but not limited to, a project agreement, a company lease, an agency lease, a payment in lieu of taxes agreement and an environmental compliance and indemnification agreement (collectively, the "***Original Lease Documents***"); and

WHEREAS, the Company has advised of its intent to expand and leverage the Original Project Facility as part of its continued growth and commitment to US and NYS manufacturing, the Company plans to undertake a new project to expand its' business to include a state of the art, approximately 100,000 sq. ft. high bay facility to act as a logistics and program staging center (the "***Logistics Center***") located on the 200 block of W Taylor, the west side of the 1000 block of S Clinton and east side of the 500 and 600 block of Oneida St, all complimenting the architecture of the Company's Campus Building located across the street on Cortland Avenue, at an estimated cost of approximately $25 million. The Logistics Center will serve as the hub for all of the Company's materials moving across the US and the world. The Company will consolidate 4 warehouses into this space. The Logistics Center will complement the manufacturing of the 5G operations across the street and provide centralized warehousing for all of the Company's manufactured materials. The Logistics Center will create an additional approximately 40 jobs. All of the foregoing collectively referred to as the "***New Project***". The New Project will serve as the next step in the transformation of the area, helping to revitalize a section of the City victim of urban flight; and

WHEREAS, the Company has expressed its intent to apply to the Agency for additional financial assistance in connection with the undertaking of the New Project. Such additional financial assistance may include exemptions from real property taxes, State and local sales and use tax and mortgage recording tax (collectively the "***New Financial Assistance***"). Subject to the Agency agreeing to provide any or all of the New Financial Assistance, the Company shall be required to execute and deliver new or amended documents, including but not limited to, a project agreement, a company lease, an agency lease, a payment in lieu of taxes agreement and an environmental compliance and indemnification agreement (collectively, the "***New Lease Documents***"); and

WHEREAS, the New Project will require acquisition of certain additional property. The Company owns or is under contract to acquire the following parcels which will form a portion of the New Project: 1010 Clinton Street (094.-04-03.0); 1022 Clinton Street (094.-04-04); 1054 Clinton Street (094.-04-05.1); 1074 Clinton Street (094.-04-05.2), 228 Tallman Street (094.-04-05.3), 232 Tallman Street (094.-04-05.4), 1080-82 Clinton Street (094.-04-06.0), 222-24 Tallman St & Clinton St S (094.-04-07.0), 226 Tallman Street (094.-04-08.0), 615 Oneida Street (094.-04-16); 609-11 Oneida Street (094-04-17); and 605 Oneida Street (094-04-18) (collectively, the "***Acquired Property***"); and

WHEREAS, in order to undertake the New Project, the Company also needs to obtain title to the following additional properties: 225 West Taylor Street (094-04-01), 201-07 West Taylor Street (094-04-02), 521-27 Oneida Street (094-04-20) and 517 Oneida Street (094-04-21) (collectively, the "***Horizon Properties***") and 240 ½ Tallman Street (094.-04-09.0), 242-46 Tallman Street (094.-04-10.0), 252-54 Tallman Street & Oneida St (094.-04-11.0), 637-39 Oneida Street (094.-04-12.0), 629 Oneida Street (094.-04-13.0), 625 Oneida Street (094.-04-14.0), 619 Oneida Street (094.-04-15.0), 601-03 Oneida Street (094.-04-19) (collectively, the "***Tompkins Property***" and together with the Horizon Properties, collectively, the "***Additional Parcels***"). The Horizon Properties are required because the proposed Logistics Center building will be located thereon. The Tompkins Property is required because it currently bisects the other necessary properties from the new project site and will be used to supplement the Company's expansion; and

WHEREAS, the Company has advised that acquisition of the Additional Parcels is necessary to complete the New Project and despite the Company's efforts, it has been unsuccessful in its attempts to acquire fee title. The Company has requested assistance from the Agency with respect to those acquisitions; and

WHEREAS, the Agency seeks to acquire fee title to the Additional Parcels and to sell and/or lease the Additional Parcels to the Company in order to assist in the construction of the New Project and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the City of Syracuse and the State of New York: and

WHEREAS, the Agency desires to have the Company act as the Preferred Developer for

to the New Project in which it is involved, including, without limitation, the acquisition of the Additional Parcels in accordance with this Agreement; and

WHEREAS, the Agency believes that the New Project, including the redevelopment of the Additional Parcels, is in the vital and best interests of the City and promotes economic development for its residents, and in accord with the public purposes and provisions of the Act and all applicable federal, state and local laws and requirements under which the New Project has been undertaken.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Defined Terms. For purposes of this Agreement, the terms listed in Exhibit A shall, unless the context otherwise requires, have the respective meanings assigned to such terms in Exhibit A or the Section or Article of this Agreement referred to therein.

Section 1.2 Recitals. The foregoing recitals are incorporated by reference as if fully set forth herein.

Section 1.3 Purpose of Project. It is understood and agreed by the Parties that the purpose of the Agency's participation in the acquisition of the Additional Parcels with respect to the New Project is to, promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping, furnishing and completing of the New Project, 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
DEVELOPER APPOINTMENT

Section 2.1 Appointment. In accordance with the Resolution and the terms hereof; the Agency hereby appoints the Company as the preferred developer for the New Project. This appointment is an exclusive appointment and entitles the Company to all rights to develop the New Project in accordance with the terms of this Agreement, the Company's Application, the New Lease Documents and all other approvals and documents adopted by or submitted to the Agency in conjunction with the New Project.

Section 2.2 Term. This appointment shall terminate on the later of the expiration of the New Lease Documents or abandonment unless earlier terminated pursuant to the terms hereof; provided, however, the provisions of this Agreement that, by their nature, continue beyond the expiration of the Term, shall remain in full force and effect until the earlier of such time as each such provision terminates as set forth therein; provided further however, that if, at the end of the Term, the Company is diligently pursuing completion of the New Project (in the reasonable opinion of the Agency) and a Company Default, beyond any applicable notice and cure period, has not occurred, this appointment may be extended, in writing, by the Agency upon request of the Company.

Section 2.3 The Agency and the Company agree that retention of preferred developer status requires the Company to bear the full cost of acquiring the Additional Parcels as set forth herein, including but not limited to the Agency's legal fees related to the negotiation and preparation of this Agreement.

ARTICLE III
IMPROVEMENTS OBLIGATIONS

Section 3.1 Due Diligence. The Company acknowledges that it has had a full and complete opportunity to conduct such investigations, examinations, inspections, and analysis of the Additional Parcels and market conditions, feasibility and financing analysis and any and all such other matters as the Company, in its sole and absolute discretion, has deemed adequate, necessary or appropriate prior to its execution of this Agreement and its assumption of the obligations of the developer hereunder, including without limitation, the obligation to acquire the Additional Parcels and to undertake, develop and complete the New Project as contemplated by this Agreement.

Section 3.2 Company Property. The Company has or shall acquire fee simple title to the Acquired Property identified herein, and shall accept, in accordance with the terms hereof, title to the Additional Parcels, and may in accordance with all legal requirements, merge some or all of the Parcels. The Agency agrees to pursue the acquisition of the Additional Parcels subject to the requirements of the Enabling Act, New York Eminent Domain Procedure Law ("***EDPL***"), the State Environmental Quality Review Act ("***SEQRA***") and other applicable laws, and in accordance with the terms of this Agreement. In the event the Company elects not to proceed with the New Project, or to acquire only selected parcels, the Company shall notify the Agency in writing. In such event, the Agency may conduct a competitive process with any interested parties to develop the Additional Parcels. The Company may elect to participate in this competitive process, but no provision of this Agreement will remain in effect with respect to the Company's right to acquire such property after it elects not to proceed pursuant to this Agreement. Subject to the terms hereof, and other documents executed by and between the Company and the Agency relative to the New Project, the Agency shall transfer fee simple title to all of the Additional Parcels actually acquired by negotiated sale or eminent domain on behalf of the Company, to the Company, on a mutually agreed to date. The transfer by the Agency of the Additional Parcels shall take place on such date, time and place as may be agreed upon in writing by the Agency and the Company but in no event more than sixty (60) days following acquisition of title by the Agency of the Additional Parcels, unless there exists an event of default hereunder (the "***Agency Property Transfer Date***").

Section 3.3 Company's Improvements Obligations. Subject to Excusable Delays, the

7 for the Additional Parcels which the Company commits to acquire from the Agency pursuant hereto, or in the event of the abandonment of such eminent domain proceedings. The Company recognizes that the Agency may be required in its EDPL Article 4 proceeding to post a bond. or undertaking with the Clerk of the Court prior to vesting of title to the real property described in such petition in an amount based on the Agency's highest approved appraisals or an amount fixed by the Court to provide a certain and adequate source and manner of payment. As part of its obligation to bear the full cost of site assemblage, the Company will deposit such bond or undertaking with the Court on behalf of the Agency and pay all associated costs.

(c) In the event the Company elects not to proceed with the acquisition of the Additional Parcels for any reason, it will remain liable for all costs incurred to that point and any and all fees, costs, and/or damages resulting from any such abandonment. The estimation of costs to acquire the site will be based on, but not be limited to, the appraisal reports, professional service expenses including any and all legal fees, SEQR compliance costs, environmental analysis of the redevelopment area, and a reasonable estimate of adjustments to the condemnation damages set forth in the appraisal reports which may ultimately be made by the trial court as part of any valuation trial pursuant to the condemnation, and any and all costs related to any potential abandonment claims.

All of the costs set forth in this Section 4.4 shall be deemed Acquisition Costs. The obligations of the Company under this Section 4.4 shall survive the termination of this Agreement.

Section 4.5 Closing Deliveries.

(a) On the Agency Property Transfer Date, the Agency shall deliver or cause to be delivered, to the Company, the following original documents, each executed and, if required, witnessed and acknowledged:

(i) A quit-claim deed to the Additional Parcels;

(ii) Any transfer tax declaration(s) in the form required by applicable Governmental Authorities; and

(iii) Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transaction contemplated hereby.

(b) Contemporaneously with, and as a condition to (a) hereof: (i) Company shall, on or before the Additional Parcels Transfer Date, execute and deliver to the Agency all of the New Lease Documents with respect to the New Project; (ii) pay any and all amounts due hereunder and under the New Lease Documents; and (ii) there shall be no uncured event of default, or any other event which would, but for the passage of time or the giving of notice, or both, would constitute an event of default under any of the Original Lease Documents.

Section 4.6 Recording of Deed. The Company shall promptly file the deed(s) to the Additional Parcels in the land records following the Agency Property Transfer in the land records. The Company shall pay all costs for recording the deed(s), including, without limitation, all conveyance taxes payable in connection with the transfer of title, if any.

ARTICLE V
PLANS, COOPERATION, EASEMENTS, CONSTRUCTION AND COMPLETION

Section 5.1 New Project Completion. The Company shall undertake and complete the New

and to carry out its obligations hereunder, and has duly authorized the execution, delivery, and performance of this Agreement.

Section 7.3 The Company shall not transfer fee title or any interest in the Acquired Property or any of the Additional Parcels without the prior written consent of the Agency. In the absence of a specific written agreement by the Agency to the contrary, no transfer permitted under this Section 7.3 shall be deemed to relieve the Company or any permitted successor or assign from its obligations under this Agreement.

Section 7.4 The Company shall submit an application to the Agency with respect to the New Project and all requested Financial Assistance (as that term is defined in Article 18A of the Act) within fourteen (14) calendar days from the date of this Agreement.

Section 7.5 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.

Section 7.6 No Conflict; Legal Compliance. Neither the execution, delivery, nor performance of this Agreement by the Company, nor any action or omission on the part of the Company required pursuant hereto, nor the consummation of the transactions contemplated by this Agreement will (i) result in a breach or violation of, or constitute a default under, any Legal Requirement; (ii) result in a breach of any term or provision of the operating agreement or articles of organization of the Company; (iii) constitute a default or result in the cancellation, termination, acceleration of, any obligation, or other breach or violation of any loan or other agreement, instrument, indenture, lease, or other material document to which the Company is a party or by which any of the properties of the Company is bound, or give any Person the right to challenge any such transaction, to declare any such default, cancellation, termination, acceleration, breach or violation or to exercise any remedy or obtain any other relief under any such loan or other agreement, instrument, indenture, lease, or other material document or under any Legal Requirement. The Company neither is, nor will be required to, give any notice to or obtain any consent from any Person in connection with the execution and delivery of this Agreement which has not already been given or obtained.

Section 7.7 Insolvency. The Company has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of its assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of its assets, (v) admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

Section 7.8 Disclosure. No representation or warranty of the Company hereunder, and no statement made in any document delivered by it to the Agency, omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

Section 7.9 Litigation and Default. The Company is not involved in any legal proceeding, which would prevent or materially impair the ability of the Company to perform its duties and obligations under this Agreement and no event has occurred which, with due notice or lapse of time

or both, could constitute a material breach of any Legal Requirement which could prevent or materially impair the ability of the Company to perform its duties and obligations under this Agreement or any of the Related Agreements. The Company and all Persons having an interest in Company are not, nor have ever been, the subject of a criminal investigation involving a felony.

Section 7.10 No Delinquent Obligations. The Company represents and warrants that each of the Company and its members and managers are current on all City and County real property or personal property tax accounts. The Company represents that none of its members have a criminal record for any matter other than a motor vehicle violation.

Section 7.11 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.

ARTICLE VIII
NOTICES

Section 8.1 Notices. Any notice which may be or is required to be given hereunder must be in writing and must be: (i) personally delivered, (ii) transmitted by United States mail, as registered or certified matter, return receipt requested, and postage prepaid, (iii) transmitted by facsimile (with answer back confirmation), or (iv) transmitted by nationally recognized overnight courier service to the applicable Party at its address listed below. Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given and received, whether or not actually received, on (a) the date of receipt if delivered personally, (b) two (2) calendar days after the date of posting if transmitted by registered or certified mail, return receipt requested, (c) the date of transmission with confirmed answer back if transmitted by facsimile, or (d) one (1) calendar day after pick-up if transmitted by nationally recognized overnight courier service, whichever shall first occur. A notice or other communication not given as herein provided with respect to a Party shall be deemed given if and when such notice or communication and any specified copies are actually received in writing by the Party. Any Party hereto may change its address for purposes hereof by notice given to the other Parties in accordance with the provisions of this Article VIII such notice shall not be deemed to have been duly given unless and until it is actually received by the other Parties.

Notices hereunder shall be directed:

If to the Agency: City of Syracuse Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, New York 13202
Attn: Chair
With a copy to:

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

and

Bond, Schoeneck & King PLLC
One Lincoln Center
110 West Fayette Street, Suite 1800
Syracuse, New York 13202
Attn: Kathleen M. Bennett, Esq.

If to the Company: JMA Tech Properties, LLC
P.O. Box 678
Liverpool, New York 13088
Attn: Dino Peios, VP Finance

With a copy to:

legal@jmawireless.com

and

Costello, Cooney & Fearon, PLLC
500 Plum Street, Suite 3009
Syracuse, New York 13204
Attn: Robert Smith, Esq.

ARTICLE IX
DEFAULT AND REMEDIES

Section 9.1 Default. The occurrence of any one or more of the following, beyond any applicable notice and cure period, shall constitute a "***Company Default***" as that term is used in this Agreement:

(a) any warranty or representation of the Company contained in this Agreement is untrue as of the date made;

(b) any conveyance of the Company's interest in the Acquired Property or any of the Additional Parcels in violation of this Agreement;

(c) the Company shall cease doing business as a going concern, shall not be in good standing in the State, make an assignment for the benefit of its creditors, admit in writing its inability to pay its debts as they become due, file a petition commencing a voluntary case under any chapter of the Bankruptcy Code, 11 U.S.C. § 101 *et seq.* (the "***Bankruptcy Code***"), file a petition seeking for itself any reorganization, composition, readjustment, liquidation, dissolution or similar arrangement under the Bankruptcy Code or any other present or future law or regulation; or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to the filing of such a petition or acquiesces in the appointment of a trustee, receiver, custodian or other similar official for the Company or of all or substantially all of the Company's assets or properties,

or institutes any proceeding for the dissolution or liquidation of the Company; a case, proceeding or other action shall be instituted against the Company, seeking the entry of an order for relief against the Company, to adjudicate the Company as a bankrupt or insolvent, or seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief against the Company under the Bankruptcy Code or other present or future rule or regulation, which case, proceeding or other action either results in the entry or issuance of any other order or judgment having a similar effect or remains undismissed for sixty (60) days, or within sixty (60) days after the appointment, without the Company's consent or acquiescence, of any trustee, receiver, custodian or other similar official for Company or for all or any substantial part of the Company's assets and properties, such appointment shall not be vacated; or

(d) the default by the Company of any other material provision of this Agreement or the Original Lease Documents and failure by the Company to cure such default under this Agreement within thirty (30) calendar days after notice thereof by the Agency to the Company, provided, with the exception of monetary defaults, defaults caused by lack of funding and/or a failure to execute and deliver the New Lease Documents, each such default shall be cured within ten (10) calendar days after notice thereof by the Agency to the Company that if such default cannot reasonably be cured within such thirty (30) calendar day time period, then the Company shall have an additional sixty (60) calendar day period to cure such failure and no Company Default shall be deemed to exist hereunder so long as the Company commences such cure within the initial thirty (30) calendar day period and diligently and in good faith pursues such cure to completion within sixty (60) calendar days after expiration of such thirty (30) calendar day period, unless such cure period is otherwise extended in the sole discretion of the Agency. For any default under the Original Lease Documents, any notice and cure rights shall be governed in accordance with the terms thereof.

Section 9.2 Remedies. Subject to the terms and conditions of Article IX, during the existence of any Company Default, the Agency may pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) recover from the Company any and all actual damages, including but not limited to the Acquisition Costs and attorney's fees and costs incurred by the Agency;

(b) pursue an action for specific performance of the Company's obligations under this Agreement;

(c) terminate the Agency's obligations under this Agreement and the Company's appointment under this Agreement as the designated developer;

(d) default the Company under the Original Lease Documents and exercise

ARTICLE X
INDEMNIFICATION

Section 10.1 Company's Indemnification of Agency. The Company shall defend, indemnify and hold harmless the Agency, its executive director, directors, members, officers, employees, agents (except for the Company), representatives, successors, and assigns (collectively, the "***Agency Indemnitees***") from and against any and all demands, losses, judgments, damages, suits, claims, actions and liabilities, in law or in equity, of every kind and nature whatsoever and the reasonable costs and expenses thereof, including, without limitation, reasonable attorney's fees which any of the Agency Indemnitees may suffer or sustain or which may be asserted, claimed or instituted against any of the Agency Indemnitees in connection with the New Project or this Agreement and resulting from, arising out of or in connection with: (a) this Agreement; or (b) any injury or death of any individual person or property damage due to (i) any negligent or willful act or omission by the Company, its officers, directors, employees and independent contractors, (ii) any unlawful conduct by the Company, its officers, directors, employees and independent contractors, (iii) any breach of this Agreement on the part of the Company, its officers, directors, employees and independent contractors, and (iv) failure to comply with all Legal Requirements by the Company, its officers, directors, employees and independent contractors. The indemnity set forth herein shall survive the expiration or earlier termination of this Agreement. To the extent the provisions of this Section conflict with other

to the Agency required by such indemnification obligation, then the Company shall be subrogated, to the maximum allowed by law, to all rights of the Agency with respect to such Claims.

(B) The term "***Cooperate***" shall mean and include, without limitation, the following: (a) the Agency shall take all steps necessary to allow the Company to assert all claims and defenses arising out of or relating to the Additional Parcels that the Agency has or may have against any Claimant, or any other person or entity that is or may be liable, including the execution of documents necessary to assign any such Claims or defenses to the Company; (b) the Agency shall take all reasonable steps necessary to ensure that its employees and representatives are available for, and provide assistance, in connection with discovery and any trial of any such Claims, and (c) the Agency shall take all other reasonable steps necessary to allow the Company to "***step into the shoes***" of the Agency in connection with the defense of any such Claims. The cost of Cooperation by the Agency, as requested by the Company shall be included in the Company's indemnification obligation under this Agreement. Notwithstanding the foregoing, should the Company's indemnification obligation arise under Section 10.1(a) hereof and be unrelated to an action or claim under 10.1 (b) hereof, the Agency shall have no obligation to Cooperate with the Company.

(C) The Company shall also indemnify and make the Agency whole for any and all costs and expenses, including legal fees, incurred by the Agency or the Agency Indemnitees for the enforcement of this Agreement.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Interpretation. Unless otherwise specified herein: (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; (c) references to Parties include their permitted successors and assigns; references to statutes are to be construed as including all rules and regulations adopted pursuant to the statute referred to and all statutory provisions consolidating, amending or replacing the statute referred to; (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms; (f) the words "approve", "consent" and "agree" or derivations of said words or words of similar import mean, unless otherwise expressly provided herein, the prior approval, consent or agreement in writing of the Person holding the right to approve, consent or agree with respect to the matter in question,; (g) the words "include" or "including" or words of similar import, shall be deemed to be followed by the words "without limitation"; (h) the words, "hereto" or "hereby" or "herein" or "hereof" or "hereunder", or words of similar import, refer to this Agreement in its entirety; (i) all references to Articles and Sections are to the Articles and Sections of this Agreement; (j) in computing any time period hereunder, the day of the act, event or default after which the designated time period begins to run is not to be included, and the last day of the period so computed is to be included; (l) the headings of Articles and Sections contained in this Agreement are inserted as a matter of convenience and shall not affect the construction of this Agreement.

Section 11.2 Applicable Law. This Agreement shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of New York. All duties and obligations under this Agreement are to be performed in the State of New York and venue for purposes of any actions brought under this Agreement, or under any

agreement or other document executed in conjunction herewith, shall be the state or federal courts located the County.

Section 11.3 Amendment and Waiver. Unless otherwise provided herein, this Agreement may be amended or changed only by written instrument duly executed by the Agency and the Company, and any alleged amendment or change which is not so documented shall not be effective as to any such Party. Provisions of this Agreement may be waived by the Party hereto which is entitled to the benefit thereof by evidencing such waiver in writing, executed by such Party.

Section 11.4 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the Parties hereto as contained herein, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable law.

Section 11.5 Entire Agreement. This Agreement, and Exhibits attached hereto, contains the entire agreement between the Parties hereto relating to the subject matter hereof.

Section 11.6 Further Assurances. At any time or times after the date hereof, each party shall execute, have acknowledged, and deliver to the others any and all instruments, and take any and all other actions, as the other parties may reasonably request to effectuate the transactions described herein.

Section 11.7 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

Section 11.8 Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. The Agency shall have no right to assign any or all of its rights or obligations under this Agreement, it being acknowledged that the Company is relying upon the Agency being a continuing party to this Agreement.

Section 11.9 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Parties or their successors in interest.

Section 11.10 Mutual Representation. Each of the parties hereto represents to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with the Agreement or the transfers contemplated herein.

Section 11.11 WAIVER OF TRIAL BY JURY. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY (I) KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, AND (II) ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND (III) ACKNOWLEDGES THAT IT HAS DISCUSSED THIS WAIVER WITH SUCH LEGAL COUNSEL. EACH OF THE PARTIES TO THIS AGREEMENT FURTHER

ACKNOWLEDGES THAT (I) IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER, AND (II) THIS WAIVER IS A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

In witness whereof, the Company and the Agency have executed this Agreement as of the date first above written.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY, NEW YORK,

By: _____
Name:
Title: EXECUTIVE DIRECTOR

JMA TECH PROPERTIES LLC

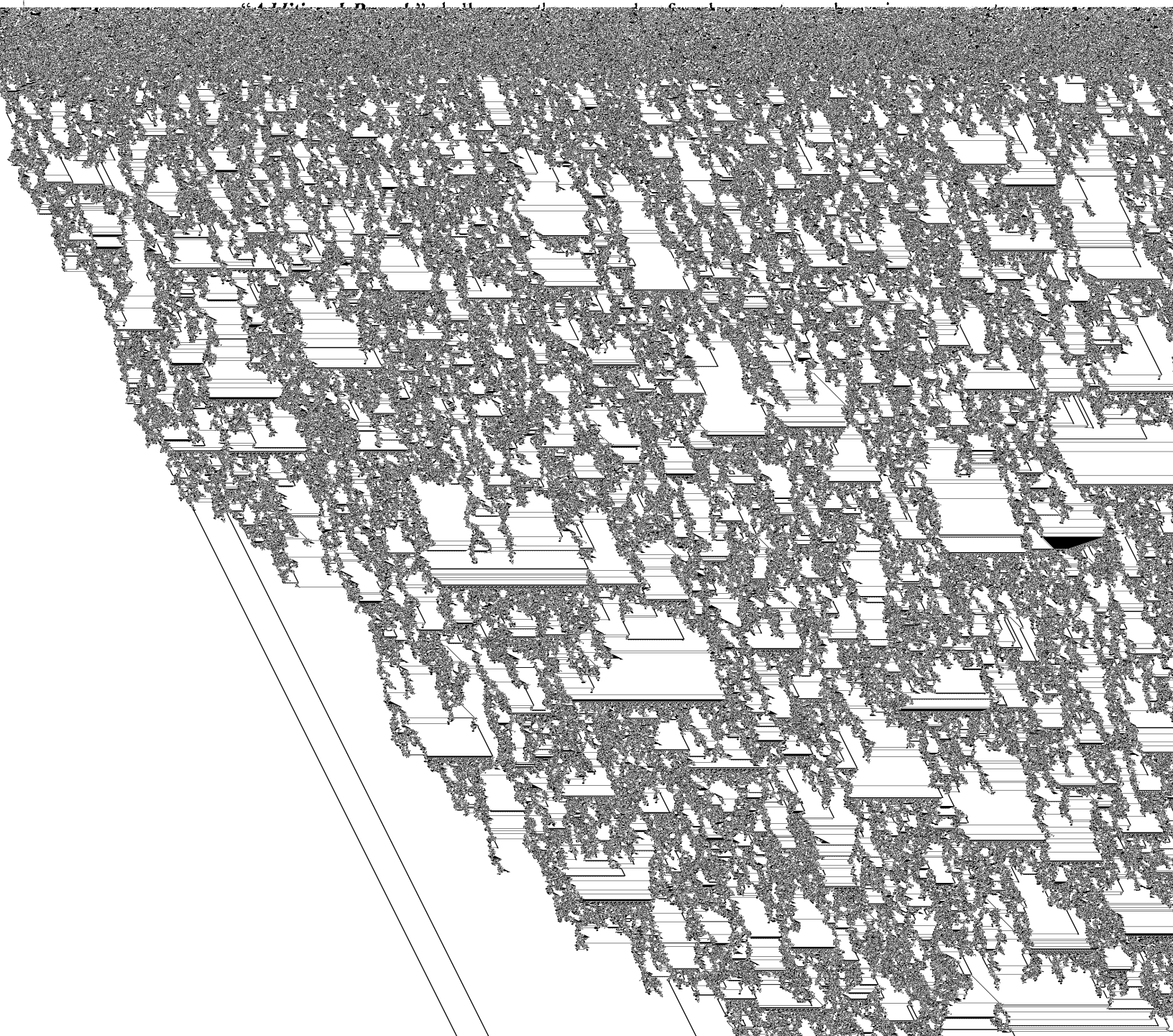
By: _____
Name: DINO PEIOS
Title: VP Finance

EXHIBIT A

Definitions

"***Acquisition Cost***" shall have the meaning set forth in Section 4.4 of the Agreement.

"***Acquired Property***" shall mean those parcels of real property, and any improvements located thereon, set forth and identified in the 9th WHEREAS clause of the Agreement.



"***Environmental Law***" means any federal, state, local or municipal law, rule, order, regulation, statute, ordinance, code or requirement of any governmental authority regulating or imposing standards of conduct or other obligations concerning air, water, solid waste, Environmental Conditions, Hazardous Substances, worker and community right-to-know, hazardous communication, noise, radioactive materials, resource protection, subdivision, or inland wetlands and watercourses.

"***Excusable Delay***" means any actual delay in Substantial Completion of the New Project due to strikes, lockouts, or other labor or industrial disturbance, civil disturbance, act of the public enemy, war, riot, sabotage, blockade, embargo, lightning, earthquake, fire, casualty, storm, hurricane, tornado, flood, washout, explosion, Condemnation, unavailability of necessary materials or labor (regardless of the cause therefor excepting therefrom those conditions currently in existence as a result of COVID-19) or any Act of God or casualty; provided, however, that for purposes of this definition: (i)the Company's lack of funds to make a payment shall not be deemed to be a cause beyond the control of the Company; and (ii) the existence of the current COVID-19 pandemic shall not be considered an act of God or casualty for purposes hereof; and (iii) such Excusable Delay shall in no event be for a period greater than twenty-four (24) months from the

"***Parcel***" means, as the context requires each of the parcels comprising the Additional Parcels or Acquired Property comprising the New Project, which parcels may be combined into a single parcel in accordance with all Legal Requirements.

"***Parties***" means, collectively, the Company and the Agency.

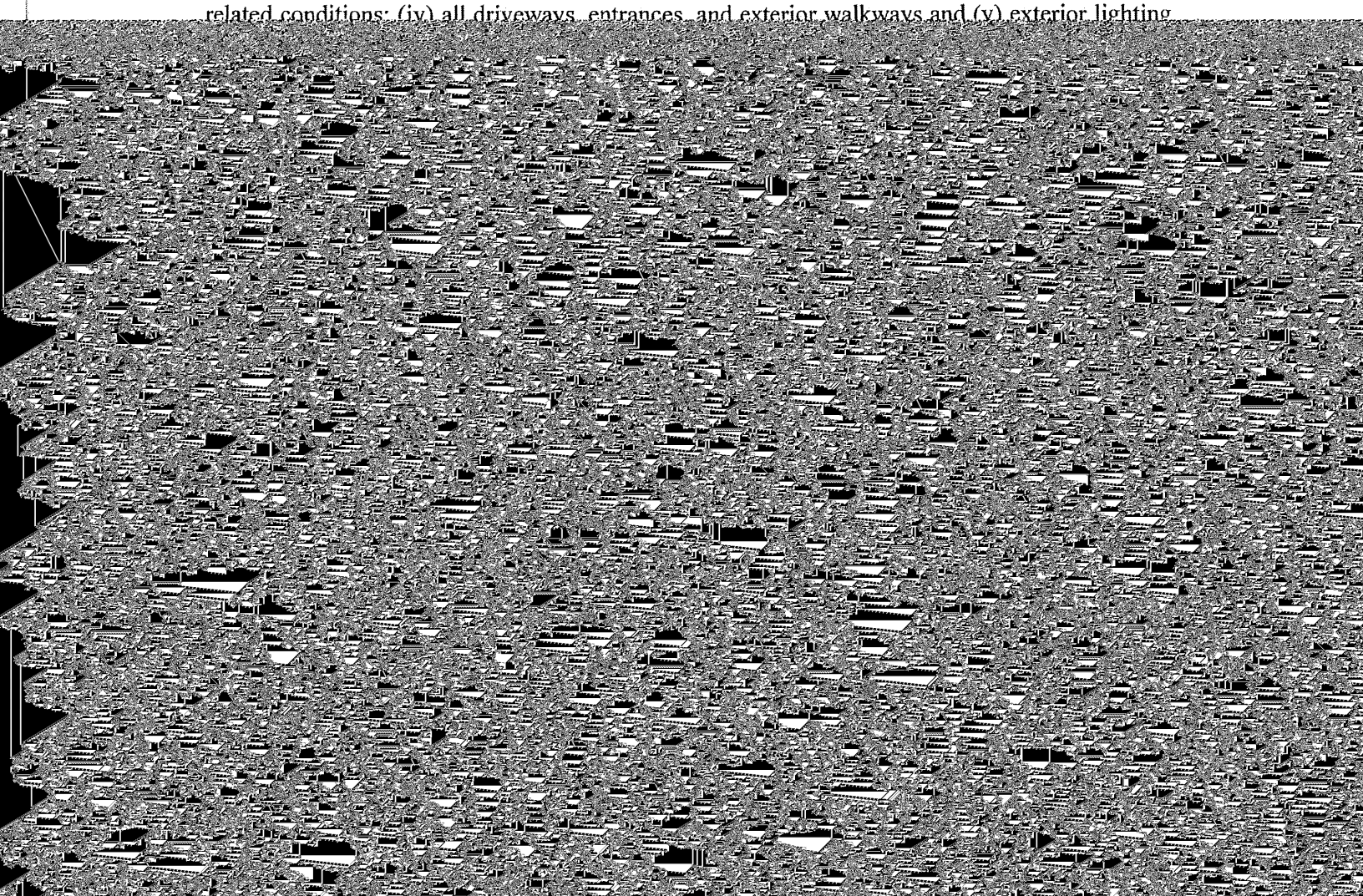
"***Person***" means any individual or Entity.

"***Plans***" means the final plans, specifications, construction drawings and construction phasing plans for the New Project and other such plans, specifications, construction drawings and construction phasing plans as may hereafter be approved by the Agency and/or the City.

"***Release***" means any spill, discharge, leak, emission, migration, or other release of any Hazardous Substance; or the presence of any Environmental Condition attributable to any other historical event or condition.

"***State***" shall mean New York State.

"***Substantial Completion***" or "***Substantially Complete***": means the completion of the construction of the New Project to the extent of completion necessary to obtain all occupancy certificates, including, without limitation, completion of (i) the exterior and interior of the buildings comprising the New Project, to its finished state; (ii) all building systems; (iii) all Landscaping, except to the extent completion thereof has been deferred due to seasonal or weather related conditions; (iv) all driveways, entrances, and exterior walkways and (v) exterior lighting



3

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

Onondaga County Clerk Recording Cover Sheet

Received From :
BOND SCHOENECK & KING PLLC
ONE LINCOLN CENTER
SYRACUSE, NY 13202

Return To :
BOND SCHOENECK & KING PLLC
ONE LINCOLN CENTER
SYRACUSE, NY 13202

First NAME
CAROLINE C WALCH TRACT, BOX MAP

Index Type : Miscellaneous Filed
File Number : 2023-00000550 **Orig File #:** 2023-00011184

Type of Instrument : Miscellaneous Maps
Type of Transaction : Misc Filing
Recording Fee: $10.00

Recording Pages : 2

Recorded Information

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) : 04/12/2023

At (Recorded Time) : 11:03:06 AM

Doc ID - 050090970002

Lisa Dell, County Clerk

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: JSTANISTREET Printed On : 04/13/2023 At : 12:46:12PM

FILED: ONONDAGA COUNTY CLERK 04/21/2023 01:38 PM INDEX NO. 001150/2023
NYSCEF DOC. NO. 42 RECEIVED NYSCEF: 04/21/2023

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

Onondaga County Clerk Recording Cover Sheet

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BOND SCHOENECK & KING PLLC
ONE LINCOLN CENTER
SYRACUSE, NY 13202

Return To :
BOND SCHOENECK & KING PLLC
ONE LINCOLN CENTER
SYRACUSE, NY 13202

First NAME
CAROLINE C WALCH TRACT, BOX MAP

Index Type : Miscellaneous Filed
File Number : 2023-00000551 **Orig File #:** 2023-00000550

Type of Instrument : Miscellaneous Maps
Type of Transaction : Misc Filing
Recording Fee: $10.00

Recording Pages : 2

Recorded Information

State of New York

County of Onondaga

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

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

Onondaga County Clerk Recording Cover Sheet

Received From :
BOND SCHOENECK & KING PLLC
ONE LINCOLN CENTER
SYRACUSE, NY 13202

Return To :
BOND SCHOENECK & KING PLLC
ONE LINCOLN CENTER
SYRACUSE, NY 13202

First PARTY 1
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY BY ORDER

First PARTY 2
HORIZON TRANSPORT LLC BY ORDER

Index Type : Land Records
Instr Number : 2023-00011184 **Orig Instr #:** 2023-00000551
Book : **Page :**

Type of Instrument : Order
Type of Transaction : Deed Misc
Recording Fee: $75.50
Recording Pages : 6

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

Real Estate Transfer Tax	
RETT # :	8651
Deed Amount :	$0.00
RETT Amount :	$0.00
Total Fees :	$75.50

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) : 04/12/2023
At (Recorded Time) : 11:01:49 AM

Doc ID - 050090960006

Lisa Dell, County Clerk

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: JSTANISTREET Printed On : 04/13/2023 At : 3:09:12PM
File Number: 2023-00011184 Seq: 1

At a Special Term of the Supreme Court, held in and for the County of Onondaga, State of New York, at 401 Montgomery St., Syracuse, NY On the 8th day of March, 2023.

STATE OF NEW YORK
SUPREME COURT : ONONDAGA COUNTY

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY,

ORDER

Petitioner,

Index No.: 001150/2023

vs.

HORIZON TRANSPORT, LLC,

Respondent.

misc filed maps # 2023-550
2023-551

A petition having been made by City of Syracuse Industrial Development Agency ("Petitioner") pursuant to Section 402 of the Eminent Domain Procedure Law of the State of New York and having duly come to be heard on the 8th day of March, 2023, for an order granting Petitioner fee title to the property owned by Respondent as shown on Exhibit A and identified as tax map numbers 094.-04-01.0, 094.-04-02.0, 094.-04-20.0 and 094.-04-21.0 in the City of Syracuse, Onondaga County, New York (the "Property") pursuant to Petitioner's power of eminent domain under Section 858 of the New York State General Municipal Law,

NOW, upon the reading and filing of the Notice of Petition, dated February 5, 2023, the Verified Petition, with Exhibits A-L, dated February 5, 2023, and no objection to the filing of the acquisition map or maps having been made, it is hereby

ORDERED, that Petitioner's Verified Petition authorizing the filing of an acquisition map or maps conveying fee title to the Property is GRANTED, and it is further

Record and Return to:
Bond, Schoeneck & King, PLLC ATTN: Kathleen Bennett, Esq.
One Lincoln Center, Syracuse, NY 13202

ORDERED, that upon the filing of the acquisition map or maps, fee title to the Property shall vest in Petitioner, and it is further

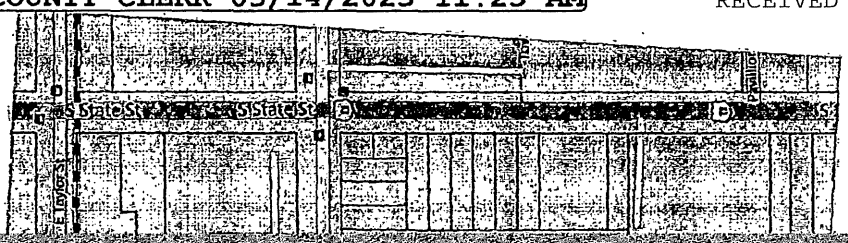
ORDERED, that Petitioner shall not be required to file an undertaking as the Respondent failed to comply with Section 302 of the Eminent Domain Procedure Law by denying Petitioner's appraiser access to perform an inspection of the Property, and it is further

ORDERED, that if Respondent wishes to seek compensation, then Respondent must file any claims pursuant to Section 503 of the Eminent Domain Procedure Law on or before December 31, 2023.

Dated: March 14, 2023

ENTER

Hon. Robert E. Antonacci II, J.S.C.


State St
State St

Legal Description

Parcel I

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York and bounded and described as follows: BEGINNING at the intersection of the southerly line of West Taylor Street and the westerly line of South Clinton Street; thence S. 12° 55' 00" East along the westerly line of South Clinton Street, 197.98 feet to a point; thence South 77° 5' 00" West, 204.02 feet to a point; thence North 2° 36' 02" East, 209.62 feet to a point; thence North 78° 44' 00" East, 148 feet to the point and place of beginning.

EXCEPTING those premises conveyed by EL-ROH Realty Corporation to Syracuse Stamping Co. Inc. by deed dated February 16, 1953 and recorded on February 16, 1953 in the Onondaga County Clerk's Office in Book 1610 of Deeds at page 587.

Parcel II

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga, State of New York, being part of Lots 32 and 33, Block D of the Caroline C. Walch Tract and part of Farm Lots 179 and 336 of the former Salt Springs Reservation, and being lands conveyed by Executive Cleaners, Inc. to Coyne Industrial Laundry, Inc. of Syracuse by deed dated April 14, 1984 and recorded in the Onondaga County Clerk's Office in Book of Deeds 2197 at page 413, and being more particularly described as follows: BEGINNING at a point on the southerly boundary of Taylor Street at its intersection with the easterly boundary of Oneida Street; running thence North 78° 44' 00" East along the southerly boundary of Taylor Street, a distance of 136.89 feet to the northeasterly corner of said lands conveyed to Coyne Industrial Laundry, Inc. of Syracuse by deed dated April 14, 1964 and recorded in the Onondaga County Clerk's Office May 15, 1964 in Book of Deeds 2197 at page 413; thence South 2° 36' 15" West along the easterly boundary of said lands, a distance of 209.46 feet to an angle point therein; thence South 77° 09' 50" West continuing along said boundary, a distance of 9.05 feet to its intersection with the westerly boundary of lands granted by The People of the State of New York to Syracuse Stamping Company by Letters Patent, dated March 30, 1930 and recorded in the Onondaga County Clerk's Office May 5, 1930 in Book of Deeds 622 at page 351; thence South 31° 40' 50" East along said westerly grant line, a distance of 50.20 feet to an angle point; thence South 27° 28' 50" East continuing along said grant line, a distance of 50.00 feet to an angle point; thence South 25° 38' 20" East continuing along said grant line, a distance of 14.84 feet to its intersection with the southerly boundary of the aforementioned lands conveyed to Coyne Industrial Laundry, Inc. of Syracuse; thence North 88° 58' 00" West along said southerly boundary, a distance of 176.88 feet to its intersection with the easterly boundary of Oneida Street; thence North 1° 02' 00" East along said easterly street boundary a distance of 281.83 feet to the point of beginning.

B-1

STATE OF NEW YORK, COUNTY OF ONONDAGA SS
I, LISA DELL, CLERK OF THE COUNTY OF ONONDAGA OF THE COUNTY COURT OF SAID COUNTY AND OF THE SUPREME COURT BOTH BEING COURTS OF RECORD HAVING A COMMON SEAL DO HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH THE ORIGINAL FILED, RECORDED, FILED AND RECORDED, FILED AND ENTERED OR ENTERED IN THIS OFFICE AND THAT THE SAME IS A CORRECT TRANSCRIPT THEREOF AND OF THE WHOLE OF SAID ORIGINAL.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF SAID COUNTY AND COURTS ON

Date 3/17/23

Lisa Dell
Clerk

Facsimile signature used pursuant to Sec. 903 County Law

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

Onondaga County Clerk Recording Cover Sheet

Received From :
COSTELLO COONEY & FEARON PLLC
211 W JEFFERSON STREET
SYRACUSE, NY 13202

Return To :
COSTELLO COONEY & FEARON PLLC
211 W JEFFERSON STREET
SYRACUSE, NY 13202

Method Returned : MAIL

First PARTY 1
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

First PARTY 2
JMA TECH PROPERTIES LLC

Index Type : Land Records
Instr Number : 2023-00042791
Book : **Page :**

Type of Instrument : Deed
Type of Transaction : Deed Comm Or Vacant
Recording Fee: $310.50

Recording Pages : 3

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

Real Estate Transfer Tax	
RETT # :	5124
Deed Amount :	$0.00
RETT Amount :	$0.00
Total Fees :	$310.50

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) : 12/27/2023

At (Recorded Time) : 12:53:40 PM

Doc ID - 053996460003

Lisa Dell, County Clerk

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: MMERRILL Printed On : 12/27/2023 At : 12:57:27PM

QUITCLAIM DEED

THIS INDENTURE, made the 21st day of December, 2023, **between**

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT 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, 6th Floor, Syracuse, New York 13202

party of the first part, and

JMA TECH PROPERTIES, LLC, a limited liability company organized and existing under the laws of the State of New York, with offices located at 140 Cortland Avenue, Syracuse, New York 13202

party of the second part,

WITNESSETH, that the party of the first part, in consideration of One and 00/100 ($1.00) dollars, lawful money of the United States, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever, any and all interest the party of the first part may have in and to:

SEE Schedule A Attached,

SUBJECT to easements and restrictions of record, if any.

BEING AND INTENDING TO CONVEY the same premises pursuant Section 402 of the Eminent Domain Procedure Law as contained in the Order issued by the Supreme Court of Onondaga County, dated March 14, 2023, Index Number 001150/20203, and recorded in the Onondaga County Clerk's Office on April 12, 2023 as Instrument Number: 2023-00011184, which Order approved the transfer of fee title of the Premises from Horizon Transport LLC to the City of Syracuse Industrial Development Agency; and further being and intending to convey the same premises conveyed from William J. Leberman, the Trustee in Bankruptcy of the Estate of Coyne International Enterprises Corp. to Horizon Transport LLC, by Quitclaim Deed dated April 5, 2016, and recorded April 8, 2016 in Book 05367 at page 0939.

The conveyance of the premises by the party of the first part is made subject to Section 2897 of the New York State Public Authorities Law, and the terms and conditions of this conveyance require that the ownership of the premises conveyed will remain with the party of the second part.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever. This deed is subject to the trust provisions of Section 13 of the Lien Law

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

City of Syracuse Industrial Development Agency

By: _____
Eric Ennis, Executive Director

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

On the 7th day of December in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **ERIC ENNIS,** 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, that by his 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
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 20__

_____
Notary Public

SCHEDULE A

Legal Description

Parcel I

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York and bounded and described as follows: BEGINNING at the intersection of the southerly line of West Taylor Street and the westerly line of South Clinton Street; thence S. 12° 55' 00" East along the westerly line of South Clinton Street, 197.98 feet to a point; thence South 77° 5' 00" West, 204.02 feet to a point; thence North 2° 36' 02" East, 209.62 feet to a point; thence North 78° 44' 00" East, 148 feet to the point and place of beginning.

EXCEPTING those premises conveyed by EL-ROH Realty Corporation to Syracuse Stamping Co. Inc. by deed dated February 16, 1953 and recorded on February 16, 1953 in the Onondaga County Clerk's Office in Book 1610 of Deeds at page 587.

Parcel II

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INSTRUCTIONS(RP-5217-PDF-INS): www.orps.state.ny.us

FOR COUNTY USE ONLY

C1. SWIS Code

C2. Date Deed Recorded (Month / Day / Year)

C3. Book C4. Page

New York State Department of **Taxation and Finance**

Office of Real Property Tax Services

RP- 5217-PDF

Real Property Transfer Report (8/10)

PROPERTY INFORMATION

1. Property Location: See Schedule A attached (* STREET NUMBER / * STREET NAME)
Syracuse (* CITY OR TOWN) (VILLAGE) 13202 (* ZIP CODE)

2. Buyer Name: JMA Tech Properties, LLC (* LAST NAME/COMPANY / FIRST NAME)
(LAST NAME/COMPANY / FIRST NAME)

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address(at bottom of form) (LAST NAME/COMPANY / FIRST NAME)
(STREET NUMBER AND NAME / CITY OR TOWN / STATE / ZIP CODE)

4. Indicate the number of Assessment Roll parcels transferred on the deed: 4 # of Parcels OR ☐ Part of a Parcel

(Only if Part of a Parcel) Check as they apply:
- 4A. Planning Board with Subdivision Authority Exists ☐
- 4B. Subdivision Approval was Required for Transfer ☐
- 4C. Parcel Approved for Subdivision with Map Provided ☐

5. Deed Property Size: See attached X (* FRONT FEET) ____ (* DEPTH) OR 0.00 (*ACRES)

6. Seller Name: City of Syracuse (*LAST NAME/COMPANY) Industrial Development (FIRST NAME)
Agency (LAST NAME/COMPANY) (FIRST NAME)

*7. Select the description which most accurately describes the use of the property at the time of sale:
F. Commercial

Check the boxes below as they apply:
- 8. Ownership Type is Condominium ☐
- 9. New Construction on a Vacant Land ☐
- 10A. Property Located within an Agricultural District ☐
- 10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District ☐

SALE INFORMATION

11. Sale Contract Date: 12/21/2023

* 12. Date of Sale/Transfer: 12/21/2023

*13. Full Sale Price: 0.00

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) *Please round to the nearest whole dollar amount.*

14. Indicate the value of personal property included in the sale: 0.00

15. Check one or more of these conditions as applicable to transfer:
- ☐ A. Sale Between Relatives or Former Relatives
- ☐ B. Sale between Related Companies or Partners in Business.
- ☐ C. One of the Buyers is also a Seller
- ☒ D. Buyer or Seller is Government Agency or Lending Institution
- ☒ E. Deed Type not Warranty or Bargain and Sale (Specify Below)
- ☐ F. Sale of Fractional or Less than Fee Interest (Specify Below)
- ☐ G. Significant Change in Property Between Taxable Status and Sale Dates
- ☐ H. Sale of Business is Included in Sale Price
- ☐ I. Other Unusual Factors Affecting Sale Price (Specify Below)
- ☐ J. None

*Comment(s) on Condition: Quit Claim Deed

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken(YY): 23

*17. Total Assessed Value: See attached

*18. Property Class: See attached

*19. School District Name: Syracuse

*20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional identifier(s))

094.-04-01.0 094.-04-02.0 094.-04-20.0 094.-04-21.0

CERTIFICATION

I Certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE

SELLER SIGNATURE 12/21/23 DATE

BUYER SIGNATURE

BUYER SIGNATURE 12/27/23 DATE

BUYER CONTACT INFORMATION

(Enter information for the buyer. Note: If buyer is LLC,society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. Type or print clearly.)

JMA Tech Properties, LLC (* LAST NAME / FIRST NAME)

(315) 432-5087 (*AREA CODE / *TELEPHONE NUMBER (Ex: 9999999))

P.O. Box 678 (* STREET NUMBER / * STREET NAME)

Liverpool (*CITY OR TOWN) NY (*STATE) 13088 (*ZIP CODE)

BUYER'S ATTORNEY

Lougnot (LAST NAME) Wendy (FIRST NAME)

(315) 214-7210 (AREA CODE / TELEPHONE NUMBER (Ex: 9999999))

SCHEDULE "A"

1. Property Location:
   225 Taylor St W & Oneida St.
   201-07 Taylor St W & Clinton St.
   521-27 Oneida St.
   517 Oneida St.

5. Deed Property Size:
   225 Taylor St W & Oneida St.: 136.89 x 113.91
   201-07 Taylor St W & Clinton St.: 148 x 103.52
   521-27 Oneida St.: 70 x 175
   517 Oneida St.: 97.92 x 132

17. Total Assessed Value:
   225 Taylor St W & Oneida St.: $65,000
   201-07 Taylor St W & Clinton St.: $230,000
   521-27 Oneida St.: $50,000
   517 Oneida St.: $50,000

18. Property Class:
   225 Taylor St W & Oneida St.: 438
   201-07 Taylor St W & Clinton St.: 710
   521-27 Oneida St.: 438
   517 Oneida St.: 438

TP-584 (4/13)

New York State Department of Taxation and Finance

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

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	Name *(if individual, last, first, middle initial)* (☐ *check if more than one grantor*)			Social security number
☐ Individual	City of Syracuse Industrial Development Agency			
☐ Corporation	Mailing address			Social security number
☐ Partnership	One Park Place, 300 South State Street			
☐ Estate/Trust	City	State	ZIP code	Federal EIN
☐ Single member LLC	Syracuse	NY	13202	52-1380308
☒ Other	Single member's name if grantor is a single member LLC *(see instructions)*			Single member EIN or SSN

Grantee/Transferee	Name *(if individual, last, first, middle initial)* (☐ *check if more than one grantee*)			Social security number
☐ Individual	JMA Tech Properties, LLC			
☐ Corporation	Mailing address			Social security number
☐ Partnership	P.O. Box 678			
☐ Estate/Trust	City	State	ZIP code	Federal EIN
☐ Single member LLC	Liverpool	NY	13088	84-3332852
☒ Other	Single member's name if grantee is a single member LLC *(see instructions)*			Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot *(include dots and dashes)*	SWIS code (six digits)	Street address	City, town, or village	County
094.-04-01.0 094.-04-02.0 094.-04-20.0 094.-04-21.0		225 Taylor St W & Oneida St. 201-07 Taylor St W & Clinton St. 521-27 Oneida St. 517 Oneida St	Syracuse	Onondaga

Type of property conveyed *(check applicable box)*

1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☒ Vacant land
5 ☐ Commercial/Industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☐ Other _____

Date of conveyance: 12 (month) | 21 (day) | 2023 (year)

Percentage of real property conveyed which is residential real property 0 % *(see instructions)*

Condition of conveyance *(check all that apply)*

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

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

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**	1.	0 00
2	Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)*	2.	0
3	Taxable consideration *(subtract line 2 from line 1)*	3.	0 00
4	Tax: $2 for each $500, or fractional part thereof, of consideration on line 3	4.	0 00
5	Amount of credit claimed for tax previously paid *(see instructions and attach Form TP-584.1,* Schedule G)	5.	0 00
6	Total tax due* *(subtract line 5 from line 4)*	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)*	1.	
2	Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property, as shown in* Schedule A)	2.	
3	Total additional transfer tax due* *(multiply line 2 by 1% (.01))*	3.	

Part 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 12205-0045.

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.

City of Syracuse Industrial Development Agency		JMA Tech Properties, LLC	
By: _____	Executive Director	By: _____	
Eric Ennis — Grantor signature	Title	Dino Peios — Grantee signature	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 12205-0045.

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

Department of Taxation and Finance

Change in Mailing Address for Certain Real Estate Transfer Tax Forms if Using a Private Delivery Service

TP-39
(1/17)

There has been a change to the address that must be used when submitting certain forms through a private delivery service rather than by U.S. Mail.

Send **Form TP-584**, *Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax,* to:

NYS TAX DEPARTMENT
RETT PROCESSING UNIT
90 COHOES AVE
GREEN ISLAND NY 12183-1515

Send **Form TP-588**, *Cooperative Housing Corporation Information Return,* to:

NYS TAX DEPARTMENT
TDAB – TRANSFER TAX
90 COHOES AVE
GREEN ISLAND NY 12183-1515

See Publication 55, *Designated Private Delivery Services,* for information about establishing the date you filed, and for the address to use for other forms.

Department of Taxation and Finance

Important Notice to Home Buyers

TP-41
(6/16)

If you are buying residential property and you plan to make it your primary residence, you may be entitled to school tax relief through the New York State STAR credit. To receive this credit, you must register with the Tax Department after you have taken title to the property. To register or to get more information, visit our website at *www.tax.ny.gov* or call 518-457-2036. Do **not** file an application for the STAR "exemption" with your assessor, since new STAR exemptions will no longer be granted. School tax relief is now provided to new applicants through the STAR credit.

5

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (the "***Project Agreement***"), is made as of December 21, 2023, by and between the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at One Park Place 300 South State Street, Suite 700, Syracuse, New York 13202 (the "***Agency***") and **JMA TECH PROPERTIES, 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 140 Cortland Avenue, Syracuse, New York 13202 (the "***Company***").

W I T N E S S E T H:

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 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 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 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 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. (094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St. & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St.

(tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York (collectively, the "***Land***"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities, as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (collectively, the "***Facility***"); (iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, construction, 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 November 22, 2022 and November 21, 2023 (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 the amount listed below; (b) an exemption from mortgage recording tax in the approximate amount listed below; and (c) an abatement from real property taxes through a 15-year payment in lieu of taxes agreement with the Company for the benefit of each municipality and school district having taxing jurisdiction over the Project (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 **$19,375,000**; and therefore, the value of the State and local sales and use tax exemption benefits authorized and approved by the Agency cannot exceed **$1,550,000**; (ii) the mortgage recording tax exemption amount shall be approximately **$183,158** (in accordance with Section 874 of the General Municipal Law); and (iii) real property tax abatement benefits to be provided to the Company over the 15-year benefit period of the anticipated payment in lieu of taxes agreement are estimated to be approximately $2,253,808.47; 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 December 21, 2023 (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 as of December 21, 2023 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 December 21, 2023 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 sublease the Project Facility from the Agency, upon the terms and conditions set forth in a certain Agency Lease Agreement dated as of December 21, 2023 (the "***Agency Lease***"); and

WHEREAS, in order to define the obligations of the Company regarding payments in lieu of taxes for the Project Facility, the Agency and the Company will enter into a Payment in Lieu of Tax Agreement, dated as of December 21, 2023 (the "***PILOT Agreement***"), by and between the Agency and the Company; and

WHEREAS, by its Resolutions, the Agency authorized the Company to act as its agent for the purposes of undertaking and completing 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, the Agency requires, in accordance with Section 859-a and 874 of the Act, as a condition and as an inducement for it to enter into the transactions contemplated by the Resolutions, and as more particularly described in the PILOT Agreement and this Project Agreement, and to confer the approved Financial Assistance, that the Company provide assurances with respect to the terms and conditions herein set forth; and

WHEREAS, this Project Agreement and the PDA set forth the terms and conditions under which Financial Assistance shall be provided to the Company. 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
PROJECT AND TERM

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

Section 1.02 Defined terms. 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."

Section 1.03 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, PILOT Agreement and this Project Agreement is in order to, promote, develop, encourage and assist in the acquiring, remediating, 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.

Section 1.04 Term. The term of this Project Agreement shall be: (a) the term of the PILOT Agreement; or (b) in the event the Agency Lease is terminated early, then the earlier of (i) five years following the termination of the Agency Lease or (ii) the term of the PILOT Agreement (the "***Term***"). 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 and the Company's reporting obligations hereunder shall continue during the Term hereof. In addition, during the Term hereof, the Company and the Project shall be subject to Article V hereof.

ARTICLE II
REAL PROPERTY TAX EXEMPTION

Section 2.01. PILOT Agreement. Attached hereto and made a part hereof as **Exhibit A** is a copy of the PILOT Agreement by and between the Company and the Agency.

ARTICLE III
SALES AND USE TAX EXEMPTION AND MORTGAGE RECORDING TAX EXEMPTION

Section 3.01. Scope of Agency. The Company agrees to limit its activities as agents for the Agency under the authority of the Resolutions and this Project Agreement solely 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 **May 31, 2026**, 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 3.04(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: (a) 225 Taylor St. W & Oneida St.; (b) 201-07 Taylor St. W & Clinton St.; (c) 1010 Clinton St.; (d) 1022 Clinton St.; (e) 1054 Clinton St.; (f) 1074 Clinton St.; (g) 228 Tallman St.; (h) 232 Tallman St.; (i) 1080-82 Clinton St.; (j) 222-24 Tallman St & Clinton St S.; (k) 226 Tallman St.; (l) 240 ½ Tallman St.; (m) 242-46 Tallman St.; (n) 252-54 Tallman St. & Oneida St.; (o) 637-39 Oneida St.; (p) 629 Oneida St.; (q) 625 Oneida St.; (r) 619 Oneida St.; (s) 615 Oneida St.; (t) 609-11 Oneida St.; (u) 605-607 Oneida St.; (v) 601-603 Oneida St.; (w) 521-527 Oneida Street; and (x) 517 Oneida 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 December 21, 2023 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 is this paragraph."

Failure by the Company and/or any Sub-Agent (as hereinafter defined) thereof to include such language may disqualify the agent status and Sales Tax Exemption derived by virtue of this Project Agreement. The Company, for itself and on behalf of all duly appointed Sub-Agents, hereby agrees that all contacts entered into by the Company and any Sub-Agents thereof shall be available to the Agency for inspection and confirmation of the foregoing mandatory language.

Section 3.02. Appointment of Sub-Agents.

(a) 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 F 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 3.04(c) below; and (3) receipt of any required insurance as set forth in the Sub-Agent Agreement.

(b) The Company shall ensure that each Subagent shall observe and comply with the terms and conditions of this Project Agreement.

Section 3.03. Mortgage Recording Tax Exemption. Section 874 of the Act exempts the Agency from paying certain mortgage recording taxes except for the portion of the mortgage recording tax allocated to transportation districts referenced in Section 253(2)(a) of the New York

State Real Property Tax Law. The Agency hereby grants to the Company exemption from mortgage recording taxes for one or more mortgages in the approximate amount of $183,158 based on the Company's Application in connection with the financing of the Project and any future financing, refinancing or permanent financing of the costs of the Project (the "***Mortgage Recording Tax Exemption***"). The Company represents and warrants (1) that the Land encumbered by the Mortgage is located within the transportation district referenced in Section 253(2)(a) of the New York State Real Property Tax Law, and (2) that upon recording the Mortgage, the Company shall pay the mortgage recording tax allocated to transportation districts referenced in Section 253(a)(2) of the New York State Real Property Tax Law.

Section 3.04. Representations and Covenants of the Company.

(a) The Company hereby incorporates acknowledges and restates its representations, covenants and warranties made in the Agency Lease, including but not limited to Section 8.12. Subject to the provisions thereof and hereof, in the event that the Company or any Subagent shall utilize the Sales Tax Exemption in violation of the provisions of this Project Agreement, the Company shall promptly deliver notice of same to the Agency, and the Company shall, upon demand by the Agency, pay to or at the direction of the Agency a return of sales or use tax exemptions in an amount equal to all such unauthorized sales tax savings together with interest at the rate of twelve percent (12%) per annum compounded daily from the date and with respect to the dollar amount for which each such unauthorized Sales Tax Exemption was availed of by the Company or any Subagent (as applicable).

(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 $19,375,000, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency cannot exceed $1,550,000.

(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 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 hereto at **Exhibit "C"**, 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: JMA Tech Properties, LLC Project 2; (a) 225 Taylor St. W & Oneida St.; (b) 201-07 Taylor St. W & Clinton St.; (c) 1010 Clinton St.; (d) 1022 Clinton St.; (e) 1054 Clinton St.; (f) 1074 Clinton St.; (g) 228 Tallman St.; (h) 232 Tallman St.; (i) 1080-82 Clinton St.; (j) 222-24 Tallman St & Clinton St S.; (k) 226 Tallman St.; (l) 240 ½ Tallman St.; (m) 242-46 Tallman St.; (n) 252-54 Tallman St. & Oneida St.; (o) 637-39 Oneida St.; (p) 629 Oneida St.; (q) 625 Oneida St.; (r) 619 Oneida St.; (s) 615 Oneida St.; (t) 609-11 Oneida St.; (u) 605-607 Oneida St.; (v) 601-603 Oneida St.; (w) 521-527 Oneida Street; and (x) 517 Oneida Street; and Project Number: 31022305.

(e) 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), a copy of which is attached hereto at **Exhibit "D"**, 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. **Please note, the Company is to report only the Sales Tax Exemption derived as a result of the Agency's participation in the Project and not those received as a result of other available State exemptions. For the avoidance of doubt, other State exemptions, which the Company should not report on its NYS Form ST-340, include, but are not limited to, exemptions available to certain manufacturers or those exemptions that apply to capital improvements.**

(f) By execution by the Company of this Project Agreement, the Company agrees to accept the terms hereof and represents and warrants to the Agency that the use of the Sales Tax Exemption by the Company or by any Agent is strictly for the purposes stated herein.

(g) 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.

(h) The Company acknowledges that the Sales Tax Exemption authorization set forth herein shall automatically be suspended upon written notice to the Company that the Company is in default under this Project Agreement (or other Company Document) until such default is cured to the satisfaction of the Agency.

(i) The Company acknowledges that upon the Completion Date, the Company and each Agent shall cease being agents of the Agency, and the Company shall immediately notify each Agent in writing of such termination.

(j) **The Company hereby acknowledges and agrees that the Financial Assistance being provided by the Agency under the Company Documents constitutes "public**

funds" unless otherwise excluded under Section 224-a(3) of the New York Labor Law, and by executing this Agreement, (i) confirms that it has received notice from the Agency pursuant to Section 224-a(8)(d) of the New York Labor Law and (ii) acknowledges its obligations pursuant to Section 224-a(8)(a) of the New York Labor Law. Other than the Agency Financial Assistance estimates provided herein and disclosed to the Company, the Agency makes no representations or covenants with respect to the total sources of "public funds" received by the Company in connection with the Project.

Section 3.05. 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 3.05, the Company agrees to provide for and insure, in the liability policies required by Section 3.06 of this Project Agreement, its liabilities assumed pursuant to this Section 3.05.

(d) Notwithstanding any other provisions of this Project Agreement, the obligations of the Company pursuant to this Section 3.05 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.

(e) The obligations and agreements of the Agency contained herein shall be deemed the obligations and agreements of the Agency and not of any member, officer, agent (other than the Company), employee or servant of the Agency in his individual capacity, and the members, officers, agents (other than the Company), employees and servants of the Agency shall not be liable personally hereon or be subject to any personal liability of accountability based upon or in respect hereof or of any transaction contemplated hereby.

Section 3.06. Insurance Required.

(a) The Company agrees that it shall at all times maintain all insurance required under the Agency Lease as if such terms were set forth herein.

(b) The Company agrees that it shall cause its general contractor for the Project to maintain, effective as of the date of its 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) and (b) below, and report on same as provided for herein, and with respect to (a) beginning in the first year following the Completion Date of the Project and continuing for the Term (as defined herein) hereof and with respect to (b) shall report quarterly starting the first quarter following the Closing Date in accordance herewith. The reporting of, and the commitment to, each of (a), (b) and (c) below shall continue for the Term hereof:

(a) The total investment actually made with respect to the Project at the Project's Completion Date shall equal or exceed $24,421,044, being the total project cost as stated in the Company's Application for Financial Assistance (the "***Investment Commitment***").

(b) No full time equivalent ("***FTE***") employees were retained by the Project Facility as of the date of the Application for Financial Assistance. The Company's application estimated the creation of forty (40) new FTEs (the "***New FTEs***") at the Project Facility within the first five (5) years following the Completion Date of the Project Facility. The Company covenants and agrees to create the New FTEs set forth in the first five (5) years following completion of the Project Facility as of and in the years set forth in the Application. The Company shall be required to meet and maintain all of the foregoing employment commitments during the Term (as defined in Section 1.04 above) hereof (the "***Employment Commitment***").

(c) The Company shall report, in accordance with the Agency's Project Approval Policy and the Agency Lease, information relative to construction jobs and MWBE hiring with respect to the construction of the Project (the "***Hiring Commitments***"). Hiring Commitments shall be reported quarterly using the forms attached at **Exhibit "E"**.

(d) 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 hereof (the "***Reporting Commitment***").

Section 4.02. Reporting Requirement.

(a) As part of the commitments set forth in Section 4.01, the Company shall provide the Agency annually a certified statement and supporting documentation as more fully set forth on **Exhibit "E"** attached hereto relative to the project, as well as quarterly reports with respect to the Hiring Commitments on the forms also provided at **Exhibit "E"** attached hereto. The Agency reserves the right to modify such forms to require additional information that the Agency must have in order to comply with its reporting requirements under the Act and/or its policies and to request such information more frequently than annually and/or quarterly, as applicable.

(b) In addition to the foregoing, the Company shall submit a copy of quarterly NYS-45 reports, a copy of which is attached hereto at **Exhibit "F"**, and any other reports required by the Agency to evidence the employment commitment.

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, the PILOT Agreement and this Project Agreement in order to ensure the remediation and completion of the Project and 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, this Project Agreement, the Agency Lease 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***"):

(1) 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***");

(2) failure to meet Hiring Commitments;

(3) the Company, upon completion of the Project, fails to meet the Investment Commitment ("***Investment Deficit***");

(4) the Company fails to provide annually to the Agency certain information to confirm that the Project is achieving the investment, job retention, job creation, local hiring, MWBE requirements and other objectives of the Project ("***Reporting Failure***"); or

(5) the Company closes the Project Facility or has a significant change in the nature/type of business conducted thereat; or

(6) there otherwise occurs any event of default under any Company Document (each, an "***Event of Default***") or a material violation of the terms and conditions of any Company Document (a "***Material Violation***"); or

(7) a default under any of the Agency's published policies.

The Agency shall evaluate, annually as of December 31, or at any time information is brought to the Agency's attention, whether a Deficit has occurred (a "***Noncompliance Event***").

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 the terms hereof, the Agency Lease, as well as 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.

(v) The assessment prepared in accordance with the Agency's Annual Assessment Policy.

(vi) 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 the 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 the Company may remedy any Noncompliance 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).

(c) If a State-Mandated Recapture Event occurs or the Agency makes a Determination, the Company agrees and covenants that it will: (i) cooperate with the Agency in its efforts to recover or recapture any or all Financial Assistance obtained by the Company; and (ii) promptly pay over any or all such amounts to the Agency that the Agency demands in connection therewith. Upon receipt of such amounts, the Agency shall then redistribute such

amounts to the appropriate affected tax jurisdictions, unless agreed to otherwise by any local taxing jurisdiction. The Company further understands and agrees that in the event that the Company fails to pay over such amounts to the Agency, the New York State Tax Commissioner may assess and determine the State sales and use tax due from the Company, together with any relevant penalties and interest due on such amounts.

(d) In the event any payment owing by the Company under this Section shall not be paid upon demand of the Agency, such payment shall bear interest from the date of such demand at the rate equal to one percent (1%) plus the Prime Rate, but in no event at a rate higher than the maximum lawful prevailing rate, until the Company shall have made such payment in full, together with such accrued interest to the date of payment, to the Agency (except as otherwise specified above).

(e) The Agency shall be entitled to deduct all reasonable out of pocket expenses of the Agency, including, without limitation, reasonable legal fees, incurred with the recovery of all amounts due under this Section from amounts received by the Agency pursuant to this Section.

ARTICLE VI
DEFAULTS AND REMEDIES

Section 6.01. Event of Default.

(a) A default in the performance or the observance of any covenants, conditions, or agreements on the part of the Company in this Project Agreement or any other Company Document, including but not limited to, the Company's ongoing reporting obligations hereunder;

(b) The Company has made a materially false or misleading statement, or omitted any information which, if included, would have rendered any information in the application or supporting documentation false or misleading in any material respect, on its application for Financial Assistance; or

(c) Failure of the Company to file a copy of the Form ST-340 with the Agency in compliance with Section 3.04(d) hereof; or

(d) The occurrence and continuation of a Recapture Event.

Section 6.02 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:

(e) Cease performing under this Project Agreement;

(f) Terminate this Project Agreement or any of the other Company Documents; and/or

(g) 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 any of the other Company Documents, including but not limited to recapture.

Section 6.03 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 Project Agreement or now or hereafter exiting at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right and power or shall be construed to be a waiver thereof, but any such right or 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 VI it shall not be necessary to give any notice, other than such notice as may be herein expressly required in this Project Agreement.

Section 6.04 Agreement to Pay Attorneys' Fees and Expenses. By executing this Project Agreement, the Company covenants and agrees to pay all fees, costs and expenses incurred by the Agency (a) for legal services including, but not limited to, those provided by the Agency's general counsel and bond/transaction counsel; (b) for other consultants retained by the Agency, if any, in connection with the Project; and (c) with respect to the Agency's enforcement of any event of default or failure to comply with the terms of this Project Agreement (including reasonable attorneys fees). The Company further covenants and agrees that the Company is liable for payment to the Agency of all charges referred to above, as well as all other actual costs and expenses incurred by the Agency in undertaking the Project notwithstanding the occurrence of any of (i) the Company's withdrawal, abandonment, cancellation or failure to pursue the Project; (ii) the inability of the Company to procure the services of one or more financial institutions to provide financing for the Project; or (iii) the Company's failure, for whatever reason, to undertake and/or successfully complete the Project.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.01. Survival. All warranties, representations, and covenants made by the Company herein shall be deemed to have been relied upon by the Agency and shall survive the delivery of this Project Agreement to the Agency regardless of any investigation made by the Agency. The obligations of the Company to repay, defend and/or provide the indemnity required by Section 3.05 hereof shall survive the termination of the Agency's interest in the Project Facility 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; and all such payments after such termination shall be made upon demand of the party to whom such payment is due. The obligations of the Company pursuant to Article IV hereunder shall survive the Agency's interest in the Project Facility, and for the avoidance of doubt, the Agency's rights and Company's obligations under Article V and Section 6.04 shall survive the termination of the Agency's interest in the Project Facility.

Section 7.02. Notices. All notices, certificates and other communications under this Project Agreement shall be in writing and shall be deemed given when delivered personally or when sent by certified mail, postage prepaid, return receipt requested, or by overnight delivery service, addressed as follows:

If to the Agency:	City of Syracuse Industrial Development Agency One Park Place 300 South State Street, Suite 700 Syracuse, New York 13202 Attn: Chair
With a copy to:	Corporation Counsel City of Syracuse 233 East Washington Street Syracuse, New York 13202 and Bousquet Holstein PLLC One Lincoln Center 110 West Fayette Street, Suite 1000 Syracuse, New York 13202 Attn: Susan R. Katzoff, Esq.
If to the Company:	JMA Tech Properties, LLC P.O. Box 678 Liverpool, New York 13088 Attn: Dino Peios, Vice President Finance
With a copy to:	Costello, Cooney & Fearon PLLC 211 West Jefferson Street, Suite 1 Syracuse, New York 13202 Attn: Robert J. Smith, 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 7.03. 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 7.04. 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 7.05. 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 7.06. 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 7.07. 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:_____
Eric Ennis, Executive Director

JMA TECH PROPERTIES, LLC

By:_____
Dino Peios, Vice President of Finance

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

DINO PEIOS, being first duly sworn, deposes and says:

1. That I am the Vice President of Finance of JMA Tech Properties, 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 ___ day of December, 2023.

_____
(Notary Public)

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:_____
Eric Ennis, Executive Director

JMA TECH PROPERTIES, LLC

By:_____
Dino Peios, Vice President of Finance

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

DINO PEIOS, being first duly sworn, deposes and says:

1. That I am the Vice President of Finance of JMA Tech Properties, 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 6th day of December, 2023.

_____
(Notary Public)

FRITZIE C KORTHAS
Notary Public, State of New York
No. 01KO6283418
Qualified in Onondaga County
Commission Expires June 03, 2025

EXHIBIT A

Executed Copy of PILOT Agreement

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

and

JMA TECH PROPERTIES, LLC

PAYMENT IN LIEU OF TAX AGREEMENT

Dated as of: December 21, 2023

JMA TECH PROPERTIES, LLC
Federal Tax ID #: 84-3332852

JMA TECH PROPERTIES, LLC PROJECT 2

THIS PAYMENT IN LIEU OF TAX AGREEMENT, (this "***Agreement***") dated as of December 21, 2023 by and among the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation organized and existing under the laws of the State of New York (hereinafter referred to as the "***Agency***"), having an office at One Park Place 300 South State Street, Suite 700, Syracuse, New York 13202 and **JMA TECH PROPERTIES, LLC,** a limited liability company organized under the laws of the State of New York, with offices at 140 Cortland Avenue, Syracuse, New York 13202 (hereinafter referred to as the "***Company***").

W I T N E S S E T H:

WHEREAS, the New York State Industrial Development Agency Act, being Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of the State of New York, as amended (hereinafter referred to as the "***Enabling Act***") authorizes 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 furnish real and personal property, whether or not now in existence or under construction, which shall be suitable for, among others, 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 recreation opportunities, prosperity and standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease and to sell its projects, to charge and collect rent therefor, to issue its bonds or notes for the purpose of carrying out any of its corporate purposes and, as security for the payment of the principal and redemption price of, and interest on, any such bonds or notes, to mortgage any or all of its facilities and to pledge the revenues and receipts therefrom to the payment of such bonds or notes; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act, Chapter 641 of the 1979 Laws of the State of New York, as amended (said chapter and the Enabling Act being hereinafter collectively referred to as the "***Act***") created the Agency for the benefit of the City of Syracuse (hereinafter referred to as the "***Municipality***") and the inhabitants thereof; and

WHEREAS, the Agency, by Resolution adopted on November 21, 2023 (the "***Resolution***"), resolved to undertake the "***Project***" (as hereinafter defined); and

WHEREAS, the Project will consist of: (A)(i) the acquisition of an interest in approximately 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. (094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St. &

Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York (collectively, the "***Land***"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities, (as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (collectively, the "***Facility***"); (iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, construction, 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 requested the Agency appoint the Company its preferred developer to acquire, remediate and complete the Project and on September 27, 2022 the Agency authorized the appointment of the Company as its preferred developer and the parties executed and delivered a preferred developer agreement, dated August 1, 2022 (the "***PDA***"); and

WHEREAS, the Company and the Agency each attempted to acquire certain parcels of land included in the Project; namely, 225 West Taylor Street (094-04-01), 201-07 West Taylor Street (094-04-02), 521-27 Oneida Street (094-04-20) and 517 Oneida Street (094-04-21) collectively, the "***Acquired Parcels***") through negotiated sale from the land owner to no avail; and

WHEREAS, following the unsuccessful attempts to obtain title to the Acquired Parcels by negotiated sale, and by resolution dated January 24, 2023 authorizing same, the Agency obtained title to the Acquired Parcels through an eminent domain action via Order dated March 14, 2023 (the "***Condemnation Order***"); and

WHEREAS, on April 11, 2023 the Agency filed its acquisition map with the Onondaga County Clerk transferring fee title to the Acquired Parcels to the Company in accordance with the PDA and the Condemnation Order; and

WHEREAS, the Agency will lease the Land and Facility from the Company pursuant to that certain Company Lease Agreement dated as of December 21, 2023 (the "***Company Lease Agreement***"), between the Company and the Agency, obtain an interest in the Equipment pursuant to

a bill of sale dated as of December 21, 2023 from the Company (the "***Bill of Sale***"), and sublease the Project Facility back to the Company pursuant to that certain Agency Lease Agreement dated as of December 21, 2023 (the "***Agency Lease Agreement***"), between the Agency and the Company (the Company Lease Agreement, the Bill of Sale and the Agency Lease Agreement are hereinafter collectively referred to as the "***Lease Agreements***"); and

WHEREAS, under the present provisions of the Act and Section 412-a of the Real Property Tax Law of the State of New York, the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or control; and

WHEREAS, the Company shall pay 100% of real property taxes as if the Agency had no interest in the property and no available exemption during the construction and remediation period through the Completion Date before the fifteen (15) year abatement period commences; but in no event, shall the abatement period commence later than July 1, 2026.

NOW, THEREFORE, in consideration of the matters above recited, the parties hereto formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I
REPRESENTATIONS AND WARRANTIES

Section 1.00 Recitals.

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

Section 1.01. Representations and Warranties by Agency

The Agency does hereby represent and warrant as follows:

(a) Existence and Power. The Agency has been duly established under the provisions of the Act and has the power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) Intentions. The Agency intends to acquire a leasehold interest in the Project Facility from the Company and to sublease the Project Facility back to the Company, all pursuant to the provisions of the Lease Agreements.

(c) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State of New York to enter into this Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this Agreement and the consummation of the transactions herein contemplated.

(d) Validity. The Agency is not prohibited from entering into this Agreement and

performing all covenants and obligations on its part to be performed under and pursuant to this Agreement by the terms, conditions or provisions of the Act, any other law, any order of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound, and this Agreement is a legal, valid and binding obligation of the Agency enforceable in accordance with its terms.

Section 1.02. Representations and Warranties by Company

The Company does hereby represent and warrant as follows:

(a) Existence. The Company is a New York limited liability company duly organized, validly existing and in good standing under the laws of the State of New York.

(b) Authorization. The Company is authorized and has the power under the laws of the State of New York to enter into this Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement. The Company has duly authorized the execution, delivery and performance of the Lease Agreements, this Agreement, and the other Company Documents (as that term is defined in the Agency Lease), and the consummation of the transactions therein and herein contemplated. The Company is not prohibited from entering into this Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement by (and the execution, delivery and performance of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its Articles of Organization, Operating Agreement or any other restriction or any law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement will neither be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, nor result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing, and this Agreement is a legal, valid and binding obligation of the Company enforceable in accordance with its terms.

(c) Title. The Company has valid and marketable fee title to the Project Facility, free and clear of all liens and encumbrances except for Permitted Encumbrances (as defined in the Lease Agreements).

(d) Governmental Consent. No further consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Agreement by the Company or as a condition to the validity of this Agreement.

ARTICLE II
COVENANTS AND AGREEMENTS

Section 2.01. Tax-Exempt Status of the Project Facility

(a) Assessment of the Project Facility. Pursuant to the Act and Section 412-a of the Real Property Tax Law, the parties hereto understand that, upon acquisition of ownership or control of the Project Facility by the Agency, and for so long thereafter as the Agency shall own or control the Project Facility, the Project Facility shall be entitled to an exemption upon the first available assessment roll of the Municipality prepared subsequent to the acquisition by the Agency of ownership or control of the Project Facility. The time of commencement of the Agency's exemption shall be controlled by the Municipality's taxable status date, in conformity with Section 412-a of the Real Property Tax Law. The Company will be required to pay to the Municipality all taxes and assessments lawfully levied and/or assessed against the Project Facility, in spite of the Agency's actual ownership or control of the Project Facility, until the Project Facility shall be entitled to exempt status on the tax roll of the Municipality.

(b) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by the Act and Section 412-a of the Real Property Tax Law does not entitle the Agency to exemption from special assessments and special ad valorem levies. The Company will be required at all times to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Project Facility.

Section 2.02. Payments in Lieu of Taxes

(a) Agreement to Make Payments. The Company agrees that it shall make periodic payments in lieu of real property taxes in the amounts hereinafter provided and as set forth on **Exhibit "A"** attached hereto. The said payments due to the Agency hereunder shall be paid by the Company, to the Municipality, on behalf of the Agency, by check made payable to "*Commissioner of Finance*". The Company obligation shall exist for so long as the Agency retains an interest in the Project Facility. Upon receipt of the Company's payment, the Municipality, on behalf of the Agency, will disburse the pro rata portion of each payment to the County of Onondaga and the Municipality, or such other taxing jurisdiction, pursuant to the Act in proportion to the amount of real property tax and other taxes which would have been received by each affected taxing jurisdiction had the Project not been tax exempt due to the involvement of the Agency in the Project. The obligation to make the year 1 payment under **Exhibit "A"** shall commence on July 1, 2024. Notwithstanding the appearance of the Agency's exemption on the Municipality's tax roll for some or all of the 2023/2024 City and School portion of the real property tax due on the Land and Facility, the pro rata portion of the year 1 payment due for the City and School under **Exhibit "A"** shall be applied to amounts due for the 2024/2025 City and School tax year. The portion of the year 1 payment due for the County and Water District under **Exhibit "A"** shall be made, and remitted, at the same time as the year 1 payment for the City and School portion but shall be applied to amounts due to the County and Water District for the January 1, 2025 County tax year. Without regard to the Agency exemption, or any payments due hereunder, the Company shall continue paying real property tax through June 30, 2024 with respect to the City and School portion of the real property tax and through December

31, 2024 with respect to the County and Water District portion of the real property tax, based upon the assessment and the combined real property tax rate in effect for that period as if the Project Facility were privately owned and the Agency had no interest in the same. Exhibit "A" contains full payment of taxes, as if the Agency's interest and exemption were inapplicable during the construction and remediation period, with the actual 15 year *abatement* period starting with the July 1, 2026 City and School payment and January 1, 2027 County payment resulting in an abatement period of 15 years.

(b) Amount of Payments in Lieu of Taxes. Unless otherwise stated, the Company's agreed upon annual payment in lieu of tax hereunder shall be an amount determined by reference to **Exhibit "A"**, attached hereto and made a part hereof. The payments in lieu of tax due, as set forth in **Exhibit "A"**, include any real property tax exemptions that might be afforded to the Company if the Project Facility were owned by the Company and not the Agency. As consideration for the benefits conferred on the Company pursuant to this Agreement, the Company hereby agrees to be bound by any determination by the City of Syracuse Board of Assessment Review resulting from a review of the assessment pertaining to the Project Facility and/or Additional Property throughout the term of this Agreement. The Company hereby agrees to waive any and all right to challenge or contest in a court of law (a "***Legal Challenge***"), those payments or the basis for those payments due pursuant to Exhibit "A." It shall also be an event of default under Article IV of this Agreement should the Company bring a Legal Challenge on the Project Facility and/or Additional Property.

(c) Additional Amounts in Lieu of Taxes. Commencing on the first tax year following the date on which any structural addition shall be made to the Facilities, or any new or additional building shall be constructed on the real property described in **Exhibit "B"** that is in addition to the Facilities (such structural additions and additional buildings being hereinafter referred to as "***Additional Property***"), the Company agrees to make additional periodic payments in lieu of real property taxes (such additional payments being hereinafter collectively referred to as "***Additional Payments***") to the Municipality on behalf of the Agency with respect to such Additional Property. Such Additional Payments shall be computed as follows:

By multiplying (1) the value placed on such Additional Property, as value is determined by the Municipality's assessor by (2) the tax rate or rates of the Municipality that would be applicable to such Additional Property if such Additional Property were owned or controlled by the Company and not the Agency; and (3) then reducing the amount so determined by the amounts of any properly acquired tax exemptions that would be afforded to the Company by the Municipality for such Additional Property as if it was owned or controlled by the Company and not the Agency.

(d) Revaluation. In the event of a real property assessment revaluation by the Municipality, the Company shall continue to make its payments in accordance with this Agreement; however, in the event that Exhibit "A" is no longer in effect, but payments are still being made hereunder for any reason, (including, but not limited to, the Agency still having an interest in the Project Facility), and would be effected by revaluation, each year's payments subsequent to such revaluation shall be adjusted to properly reflect revaluation, it being the intent of the parties that the level of payments following revaluation shall be equal to those payments contemplated by this Agreement.

(e) Damage or Destruction. In the event that all or substantially all of the Project Facility is damaged or destroyed, the Company shall continue to make the payments required by this Agreement for as long as the Agency shall own or control the Project Facility, without regard to such damage or destruction.

(f) Time of Payments. The Company agrees to pay the amounts due the Agency hereunder to the Municipality for each year of this Agreement, within the period that the Municipality allows payment of taxes levied in such calendar year without penalty. The Company shall be entitled to receive receipts from the Municipality for such payments.

(g) Method of Payment. All payments by the Company hereunder shall be paid to the Municipality in lawful money of the United States of America, cash, money order or check.

Section 2.03. PILOT Statements

The Municipality and/or the Agency shall submit to the Company written semi-annual statements specifying the amount and due date or dates of any payments due to the Agency hereunder. Each semi-annual PILOT statement shall be submitted to the Company at the same time that tax statements/bills are mailed by the Municipality to the owners of privately owned property. Failure to receive a PILOT statement shall not relieve the Company of its obligation to make all payments provided for hereunder. If, for any reason, the Company does not receive an appropriate PILOT Statement, the Company shall have the responsibility and obligation to make all reasonable inquiries to the Municipality and the Agency and to have such a statement issued, and thereafter to make payment of the same no later than the due dates provided herein.

Section 2.04. Obligations of Agency

Requirement that Mortgagees Subordinate to Payments. The Agency and the Company agree that any mortgages on the Project Facility, given by either of them, shall provide that the rights of the mortgagees thereunder shall be subordinate to this Agreement and to the right of the Municipality to receive payments in lieu of taxes pursuant to Article II hereof.

Section 2.05. Company to Furnish Information

The Company agrees to promptly comply with the reporting and information requirements of the Agency and the Act, and to promptly furnish the applicable information required or requested by the Agency and/or the State of New York. The Company further agrees to assist the Agency with the preparation of any reports, or answer any inquiries, required by the State of New York in connection with the Act or the Agency's participation in the Project.

Section 2.06. Interest

(a) Agreement to Pay Interest on Missed Payments. If the Company shall fail to make any payment required by this Agreement when due, its obligation to make the payment so in default shall continue as an obligation of the Company until such payment in default shall have

been made in full, and the Company shall pay the same together with interest thereon, to the extent permitted by law, at the greater of: **(i) eighteen per cent (18%) per annum; or (ii) the rate per annum which would be payable if such amounts were delinquent taxes, until so paid in full.**

(b) Maximum Legal Rate. It is the intent of the Agency, the Municipality, and Company that in no event shall interest be payable at a rate in excess of the maximum rate permitted by applicable law (the "***Maximum Legal Rate***"). Solely to the extent necessary to prevent interest under this Agreement from exceeding the Maximum Legal Rate, any amount that would be treated as excessive under a final judicial interpretation of applicable law shall be deemed to have been a mistake and automatically canceled, and, if received by the Agency or Municipality, shall be refunded to the Company.

ARTICLE III
LIMITED OBLIGATION OF THE AGENCY

Section 3.01. No Recourse; Limited Obligation of the Agency

(a) No Recourse. All covenants, stipulations, promises, agreements and obligations of the Agency contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, director, officer, agent, servant or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this Agreement, or otherwise based on or in respect of this Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, director, officer, agent, servant or employee, as such, of the Agency or any successor public benefit corporation or political subdivision or any person executing this Agreement on behalf of the Agency, either directly or through the Agency or any successor public benefit corporation or political subdivision or any person so executing this Agreement. It is expressly understood that this Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, director, officer, agent, servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this Agreement under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom. Any and all such personal liability of, and any and all such rights and claims against, every such member, director, officer, agent, servant or employee under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Agreement.

(b) Limited Obligation. The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or the Municipality, and neither the State of New York nor the Municipality shall be liable thereon. Furthermore, 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.

(c) Further Limitation. Notwithstanding any provision of this Agreement to the

contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (i) the Agency shall have been requested to do so in writing by the Company and (ii) if compliance with such request is expected to result in the incurrence by the Agency (or any of its members, directors, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity satisfactory to the Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

ARTICLE IV
EVENTS OF DEFAULT

Section 4.01. Events of Default

Any one or more of the following events shall constitute an event of default under this Agreement, and the terms "***Event of Default***" or "***Default***" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure of the Company to pay any amount due and payable by it pursuant to this Agreement, the Lease Agreements or the Company Documents.

(b) Commencement by the Company of a Legal Challenge, as defined in Section 2.02(b), to those payments or the basis for those payments due pursuant to Exhibit "A."

(c) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed under this Agreement (other than as referred to in paragraph (a) above), and continuance of such failure for a period of thirty (30) days after written notice to the Company specifying the nature of such failure hereunder, or under the Lease Agreements, or any other Company Document, and the continuance of such failure for the duration of any applicable cure period set forth therein after receipt of any required notice thereunder.

(d) Any warranty, representation or other statement by or on behalf of the Company contained in this Agreement or the Lease Agreements shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Agreement or the Lease Agreements.

(e) The Company violates any federal, state or local environmental law or allows or causes any Hazardous Materials (as Hazardous Materials is defined and described in any federal, state or local law) to be released at, on, to, into or from the Project Facility, except as permitted by the Lease Agreements or within the terms and conditions of a permit, certificate, license or other written approval of an authorized governmental body, and fails to remedy such violation within thirty (30) days; or if such failure cannot be cured within thirty (30) days, fails to commence a cure within thirty (30) days and thereafter diligently prosecute the cure thereof.

(f) The occurrence of any Event of Default or Default under this Agreement, the Lease Agreements or any other Company Documents.

(g) Failure of the Company to commence and complete the Project Facility on or before the Completion Date as set forth in the Agency Lease.

Section 4.02. Remedies on Company Default

Whenever any Event of Default under Section 4.01 shall have occurred and be continuing with respect to this Agreement, and/or the Company shall be in default under the Lease Agreements or any Company Document, the Agency may take whatever action at law or in equity, including but not limited to recapture in accordance with the Agency's Recapture Policy dated June 21, 2016 or pursuant to the terms of any Company Document, following applicable notice, as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Agreement, the Lease Agreements and/or the Company Documents. Notwithstanding anything herein to the contrary, if the Lease Agreements are terminated for any reason, this Agreement shall automatically terminate without any further notice or action required hereunder and the Project Facility shall immediately become taxable and revert to the tax roll.

The payment schedule contained in Exhibit "A" is for the benefit of the Company and its Project Facility. In the event that the Company defaults hereunder, and the Lease Agreements cannot be terminated, and/or the Agency's participation in the Project and this Agreement is not or cannot be terminated, the Company, or any assignee, or successor shall no longer be entitled to make payments under this Agreement pursuant to Exhibit "A". In such an event, payments shall be made hereunder, for any remaining term of this Agreement, as if the Project Facility was privately owned and assessed and without any further regard to Exhibit "A".

Section 4.03. Recording of Lease Terminations and Other Documents

Whenever any Event of Default under Sections 4.01 shall have occurred and be continuing with respect to this Agreement or the Lease Agreements, the Agency may, upon notice to the Company provided for in this Agreement or the Lease Agreements, if any, terminate the Lease Agreements and record such termination or other necessary documents in the Onondaga County Clerk's Office, terminating the Agency's interest in the Project Facility thereby terminating this Agreement.

The recording of such a termination and any other documentation shall constitute delivery to, and acceptance of such, by the Company. In order to facilitate such a termination, the Company hereby appoints the Chair or the Vice Chair of the Agency as its agent for the purpose of executing and delivering all documents necessary to allow such termination by the Agency.

In the event that the Lease Agreements, for any reason, are extended by their terms, or for any reason this Agreement expires or terminates, but the Agency retains an interest or remains in title to the Project Facility, the Company shall continue to make payments in lieu of taxes to the Municipality, on behalf of the Agency, for as long as the Agency retains an interest in, or remains in title to, the Project Facility in accordance with Exhibit "A". Those payments shall be the equivalent of the real

property taxes that would be due on the Project Facility if it were owned by the Company and the Agency had no interest therein. It is the intention of the parties hereto, that for so long as the Agency shall possess title to, or an interest in, the Property, the Company, or any permitted successors or assigns, shall make payments in lieu of taxes to the Municipality, on behalf of the Agency, that are either based upon Exhibit "A", or if Exhibit "A" is no longer applicable for any reason, are the equivalent of the real property taxes that would be due and owing if the Project Facility were privately owned and the Agency had no interest therein.

Section 4.04. Payment of Attorney's Fees and Expenses

If the Company should default in performing any of its obligations, covenants and agreements under this Agreement and the Agency or the Municipality should employ attorneys (whether in-house or outside counsel) or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency and/or the Municipality the reasonable fees and disbursements of such attorneys and such other reasonable expenses so incurred.

Furthermore, should the Company bring a Legal Challenge on the Project Facility and/or Additional Property during the term of this Agreement, and the Agency and/or the Municipality waives its right to declare a default under this Agreement in regard to such Legal Challenge, or such Legal Challenge is determined not to be a default of this Agreement by any Court of competent jurisdiction, the Company agrees that in the event that the Company is unsuccessful in its Legal Challenge, it will, on demand, pay to the Agency and/or the Municipality the reasonable fees and disbursements of any attorneys employed (whether in-house or outside counsel) for the defense of such Legal Challenge as well as such other reasonable expenses so incurred.

Section 4.05. Remedies; Waiver and Notice

(a) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(b) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(c) Notice Not Required. In order to entitle the Agency to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Agreement.

(d) No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver

shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

(e) Recapture. Seek to recover all or some of the Recapture Amount in accordance with the Agency's Recapture Policy, the Agency Lease, the Project Agreement and this PILOT Agreement.

ARTICLE V
MISCELLANEOUS

Section 5.01. Term of Agreement

(a) General. This Agreement shall become effective and the obligations of the Agency and the Company shall arise absolutely and unconditionally upon the execution and delivery of this Agreement. This Agreement shall terminate on the earliest to occur of: (i) the same date that the Agency Lease Agreement terminates; (ii) on any earlier date permitted under the Agency Lease Agreement; or (iii) upon the expiration on **June 30, 2041**, of the PILOT Schedule set forth in **Exhibit "A"** hereto. In the event of a termination of the Agency's interest in the Project Facility, the Company's payments due hereunder shall be pro-rated to the extent necessary to allow the Municipality to issue a supplemental PILOT Statement based upon the Agency's transfer of ownership or control of the Project Facility to the Company, and the loss of the Agency's tax exemption on the said Project Facility.

(b) Conflict. In the event of a conflict between this Agreement or any of its terms on the one hand, and the Lease Agreements or any other Project documents on the other hand, the provisions most favorable to the Agency shall govern. The Agency and the Company agree that the Agency's participation in this Agreement is for the benefit of the Company and that the Municipality must receive payments from the Company hereunder, during the entire term of this Agreement and/or the Agency's ownership or control of the Project Facility.

Section 5.02. Company Acts

Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

Section 5.03. Amendment of Agreement

This Agreement may not be amended, changed, modified or altered unless such amendment, change, modification or alteration is in writing and signed by the Agency and the Company.

Section 5.04. Notices

All notices, certificates or 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
One Park Place
300 South State Street, Suite 700
Syracuse, New York 13202
Attention: Chairman

With a copy to:

Bousquet Holstein PLLC
110 West Fayette Street, Suite 1000
Syracuse, New York 13202
Attn: Susan R. Katzoff, Esq.

And to:
Corporation Counsel
City of Syracuse
233 East Washington Street, Room 300
Syracuse, New York 13202

(b) To the Company:
JMA Tech Properties, LLC
P.O. Box 678
Liverpool, New York 13088
Attn: Dino Peios, Vice President Finance

With a copy to:
Costello, Cooney & Fearon PLLC
211 West Jefferson Street, Suite 1
Syracuse, New York 13202
Attn: Robert J. Smith, Esq.

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

Section 5.05. Binding Effect

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

Section 5.06. Severability

If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

Section 5.07. Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.08. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Venue of any action or proceeding brought hereunder shall be in the State or Federal Courts located in Onondaga County, New York.

Section 5.09. Assignment

This Agreement may not be assigned by the Company without the prior written consent of the Agency.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agency and Company have caused this Agreement to be executed in their respective names on the date first above written and the Company hereby acknowledges receipt and review of this Agreement, and consents to, and approves of, the terms and provisions contained herein.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

JMA TECH PROPERTIES, LLC

By: _____
Dino Peios, Vice President, Finance

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

On the 7th day of December, in the year 2023, before me the undersigned, a Notary Public in and for said state, personally appeared **Eric Ennis**, 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 he 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, 2026

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

On the _____ day of December, in the year 2023, before me the undersigned, a notary public in and for said state, personally appeared **Dino Peios**, 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 he person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

IN WITNESS WHEREOF, the Agency and Company have caused this Agreement to be executed in their respective names on the date first above written and the Company hereby acknowledges receipt and review of this Agreement, and consents to, and approves of, the terms and provisions contained herein.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

JMA TECH PROPERTIES, LLC

By: _____
Dino Peios, Vice President, Finance

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

On the _____ day of December, in the year 2023, before me the undersigned, a Notary Public in and for said state, personally appeared **Eric Ennis**, 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 he person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the 6th day of December, in the year 2023, before me the undersigned, a notary public in and for said state, personally appeared **Dino Peios**, 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 he person upon behalf of which the individual acted, executed the instrument.

FRITZIE C KORTHAS
Notary Public, State of New York
No. 01KO6283418
Qualified in Onondaga County
Commission Expires June 03, 2025

Fritzie C. Korthas
Notary Public

EXHIBIT "A"

PILOT SCHEDULE

Total Annual Payment

Year	*Amount*
1	FULL TAXES
2	FULL TAXES
3	$82,804.42*
4	$84,460.51
5	$86,149.72
6	$87,872.71
7	$89,630.17
8	$91,422.77
9	$93,251.23
10	$95,116.25
11	$97,018.58
12	$98,958.95
13	$141,831.01
14	$186,378.37
15	$232,650.89
161	$280,699.76
17	$330,577.53
Total	$2,078,822.87

*the Company shall pay 100% of real property taxes as if the Agency had no interest in the property and no available exemption during the construction and remediation period in the first two years of the above schedule before the fifteen (15) year abatement period commences in year three of the above schedule.

EXHIBIT "B"

LEGAL DESCRIPTION

NEW LOT No. 1000

JMA WIRELESS

CITY OF SYRACUSE

ONONDAGA COUNTY

All that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, being Block "D" in said City, being part of lands conveyed to JMA Tech Properties LLC by deeds recorded in the Onondaga County Clerk's Office as Instrument Nos. 2019-47774, 2019-48292, 2022-47214, 2023-13932, 2023-13966, 2023-13967, 2023-15523 and 2023-15558 and part of lands conveyed to Horizon Transport LLC by deed recorded in the Onondaga County Clerk's Office in Book 5367 of Deeds at page 939, bounded and described as follows:

Beginning at a point in the northerly boundary of Tallman Street at its intersection with the easterly boundary of Oneida Street; running thence N1° 02' 00"E along said easterly boundary of Oneida Street, a distance of 809.14 feet to the southerly boundary of West Taylor Street; thence N78° 44' 00"E along said southerly boundary of West Taylor Street, a distance of 284.89 feet to a point in the westerly boundary of South Clinton Street Formerly; thence southerly along said westerly boundary of South Clinton Street Formerly the following courses and distances: 1) S12° 55' 00"E, 606.08 feet; 2) S21° 00' 20"W, 299.66 feet to a point in said northerly boundary of Tallman Street; thence N88° 57' 50"W along said northerly boundary of Tallman Street, a distance of 322.11 feet to the point of beginning.

Subject to easements and restrictions of record.

EXHIBIT B

FORM OF
ANNUAL REPORTING QUESTIONNAIRE

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
One Park Place 300 South State 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:

A. Job Retention/Creation:

I. Construction Jobs:

Provide the name of your general contractor: _____.

Provide the address (including county) of your general contractor: _____.

Is the general contractor MWBE qualified? _____.

Is the general contractor Service-Disabled Veteran-Owned Business Enterprises (SDVOBE) qualified? _____.

For each contractor and/or sub-contractor, provide the following information for the reporting period:

Bid awarded to (Name/Address/ County*)	Value of contract	MWBE (Yes/No)	MWBE Certified State or City	SDVOBE (Yes/No)	Number of jobs (FTE)	Number FTEs hired for construction residing within City	Number of total FTEs hired for construction

***Must include county and street address**

II. Permanent (non-construction) Jobs:

Number of FTEs retained at the Project prior to date of application: _____.

Number of FTEs created by the Project during the reporting calendar year (*exclusive of construction jobs*): _____.

Of the jobs created by the Project during the reporting year (*exclusive of construction jobs*) identify how many are in each of the following categories:

Professional/Managerial/Technical - includes jobs which involve skill or competence of extraordinary degree and may include supervisory responsibilities (examples: architect, engineer, accountant, scientist, medical doctor, financial manager, programmer). **Number of jobs created in reporting year _____.**

Skilled - includes jobs that require specific skill sets, education, training, and experience and are generally characterized by high education or expertise level (examples: electrician, computer operator, administrative assistant, carpenter, sales representative). **Number of jobs created in reporting year _____.**

Unskilled or Semi-Skilled - includes jobs that require little or no prior acquired skills and involve the performance of simple duties that require the exercise of little or no independent judgment (examples: general cleaner, truck driver, typist, gardener, parking lot attendant, line operator, messenger, information desk clerk, crop harvester, retail salesperson, security guard, telephone solicitor, file clerk). **Number of jobs created in reporting year _____.**

Identify:

the average annual salary range of the FTEs (*exclusive of construction jobs*) created during the reporting year: $_____.

the total number of jobs (*exclusive of construction jobs*) created by the Project from the date of application through the reporting date: _____.

the total number of jobs (retained and created, *but exclusive of construction jobs*) at the Project from the date of application through the reporting date: _____.

What is the annual average salary range of the FTEs (*exclusive of construction jobs*) created at the Project to date: $_____.

B. Geographical Hiring Data:

1. Construction jobs:

Of the construction jobs created during the reporting period, provide the street addresses and zip codes for the hires (based upon hire's residence)..

2. FTEs hired (*exclusive of construction jobs*)

Of the FTE jobs created during the reporting period, provide the zip codes for the hires (based upon hire's residence).

Provide the same information reflecting FTEs hired from the date of application through the reporting date at the Project.
Comments:

_____

_____

_____

_____

_____
Signature

_____
Print Name

_____
Title

_____
Date

FORM OF
QUARTERLY REPORTING QUESTIONNAIRE

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

MWBE AND SDVOB COMPLIANCE AND PAYMENT REPORT

CONTRACTOR/GRANTEE: _____ SIDA REPRESENTATIVE: _____

ADDRESS: _____ CONTRACT/PROJECT NAME: _____

TOWN/COUNTY/ZIP: _____ CONTRACT/PROJECT #: _____

CONTACT PERSON: _____ PROJECT START DATE: _____

TELEPHONE: _____ PERCENT COMPLETE: _____

EMAIL: _____ ACTUAL COMPLETION DATE: _____

REPORTING PERIOD: ☐ **Monthly for the Month of:**

☐ **Quarterly (Check Applicable):**

☐ **Quarter 1** (4/1-6/30) | ☐ **Quarter 2** (7/1-9/30) | ☐ **Quarter 3** (10/1-12/31) | ☐ **Quarter 4** (1/1-3/31)

Attach MWBE and SDVOB payment applications, lien waivers and canceled checks as proof of payment to the identified MWBE's and SDVOB's.

This report should be completed and signed by an officer of the Reporting Company. Attach additional sheets if necessary.

PRIME CONTRACTOR, if different from above (Name, Address, Contact Person, Title and Phone # with area code)	PRIME CONTRACT AMOUNT	MWBE or SDVOB SUBCONTRACTOR (Name, Address, Contact Person, Title and Phone # with area code)	NYS CERTIFICATION (Check One)	DESCRIPTION OF SERVICES	CONTRACT AMOUNT	PAYMENTS PREVIOUSLY REPORTED	PAYMENTS ON CURRENT REPORT	TOTAL PAYMENTS TO DATE
	$		☐ MBE ☐ WBE ☐ SDVOB		$	$	$	$
	$		☐ MBE ☐ WBE ☐ SDVOB		$	$	$	$
	$		☐ MBE ☐ WBE ☐ SDVOB		$	$	$	$

CERTIFICATION: I, _____ (Print Name), the _____ (Title) of the Reporting Company above, do certify that (i) I have read this Compliance Report and (ii) to the best of my knowledge, information and belief, the information contained herein is complete and accurate.

SIGNATURE: _____ **DATE:** _____

Submission of this form constitutes the Contractor's acknowledgement as to the accuracy of the information contained herein. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, suspension and/or termination of the Contract.

SUBMIT REPORT TO: One Webster's Landing

Attn: [FILL IN EMAIL OF PERSON RESPONSIBLE FOR REPORTING TO SIDA

All email submission must include the name and contact information of the individual or firm submitting the information.

Project Name: One Webster's Landing
SIDA - City of Syracuse Residency Report
LOCAL HIRING REPORT

Reporting Period:	Reporting Entity:	Report includes:
O July 1, 2023 - September 30, 2023 O October 1, 2023 - December 31, 2023 O January 1, 2024 - March 30, 2024 O April 1, 2024 - June 30, 2024 (add add'l as needed)	O Contractor O Subcontractor Scope of Work:	O Contractor/Subcontractor's total work force

Contractor's Name:	Date:
Contractor's Address:	
Telephone No:	Email Address:

Enter your employee name and address (including zip code)

Name of Employee	Street Address	City	Zip Code

_____, has read the foregoing and affirms, under the penalties of perjury, that: (i) [s]he is the _____ of _____ (the "Company") and has the authority to bind the Company; (ii) [s]he has read the foregoing outlining the local hiring statistics for the One Webster's Landing project located at 471-81 *Oswego Blvd., Syracuse, NY*, knows the contents thereof, and acknowledges same and knows that the same is true, accurate and complete. All of the foregoing is subscribed and affirmed under the penalties of perjury.

_____
[Signature]

EXHIBIT "C"

IDA Agent or Project Operator Exempt Purchase Certificate
(Form ST-123)

New York State Department of Taxation and Finance

New York State Sales and Use Tax

IDA Agent or Project Operator Exempt Purchase Certificate

Effective for projects beginning on or after June 1, 2014

ST-123
(7/14)

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 *(use OSC 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/yy)* ..... / /	Enter the date that agent or project operator status ends *(mm/dd/yy)* ..... / /	

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 tendered 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 1116(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).

A. 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.

B. 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.

C. 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)S, *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) 485-2889

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

EXHIBIT "D"

Annual Report of Sales and Use Tax Exemptions
(Form ST-340)

NEW YORK STATE

Department of Taxation and Finance

Annual Report of Sales and Use Tax Exemptions Claimed by Agent/Project Operator of Industrial Development Agency/Authority (IDA)

ST-340
(1/18)

For period ending December 31, _____ *(enter year)*

Project information

Name of IDA agent/project operator		Employer identification number (EIN)
Street address		Telephone number ( )
City		State ZIP code
Name of IDA	Name of project	IDA project number
Street address of project site		
City		State ZIP code
Date project began	Completion date of project Actual ☐ Expected ☐	
Total sales and use tax exemptions (actual tax savings; **not** total purchases)		$

Representative information *(not required)*

Authorized representative, if any		Title
Street address		Telephone number ( )
City		State ZIP code

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, employee, or authorized representative	Title of person signing
Signature	Date

If you do not annually file a complete report, **we may remove** your authority to act as an IDA agent/project operator.

Mail completed report to:

NYS TAX DEPARTMENT
IDA UNIT
W A HARRIMAN CAMPUS
ALBANY NY 12227-0866

If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services.*

Instructions

General information

Who must file

The General Municipal Law (GML) and the Public Authorities Law require the agent/project operator (also known as the *project occupant*) of an Industrial Development Agency or Authority (IDA) to file an annual report with the Tax Department. The agent/project operator required to file this report is the person **directly** appointed by the IDA to act for and to represent the IDA for the project. The agent/project operator is ordinarily the one for whom the IDA project was created.

There is usually only one agent/project operator directly appointed by the IDA for an IDA project. However, if the IDA directly appoints multiple agents/project operators, each agent/project operator must file this form (unless they are related corporations).

Only the agent/project operators directly appointed by the IDA must file Form ST-340. Contractors, subcontractors, consultants, or agents appointed by the agent/project operators should **not** themselves file Form ST-340. However, the agent/project operators must include on Form ST-340 information obtained from such contractors, subcontractors, consultants, and agents, as described below.

What you must report

The report must show the **total value** of all state and local **sales and use taxes exempted** during the calendar year, as a result of the project's designation as an IDA project. This includes:

- the value of the exemptions the agent/project operator (you) obtained; and
- the value of the exemptions obtained by your contractors, subcontractors, consultants, and others, whether or not appointed as agents of the IDA.

Include only the **total combined** exemptions obtained by the above people. A breakdown of the total is not required. However, since the report must include the value of the exemptions they obtained, you must keep records of the amounts others report to you.

You must make it clear to the contractors, subcontractors, consultants, and others that they must keep accurate tax information and have it available, so that you can comply with the annual reporting requirements.

Do not include on this report the amount of any sales and use tax exemptions from other provisions of the Tax Law (for example, manufacturer's production equipment exemption, research and development exemption, or contractor's exemption for tangible personal property incorporated into a project of an exempt organization).

When the report is due

You must file Form ST-340 on a calendar-year basis. It is due by the last day of February of the following year. The reporting requirement applies to IDA projects started on or after July 21, 1993.

Project information

At the top of the form, identify the reporting period by entering the year in the space provided. If an address is required, always include the ZIP code.

Name of IDA agent/project operator: Enter your name, address, employer identification number (EIN), and telephone number.

Name of IDA and IDA project number: Enter the name and address of the IDA. If more than one IDA is involved in a particular project, you must file a separate report for the tax exemptions attributable to each IDA. Also enter the ID project number.

Name of project: Enter the name of the project and the address of the project site. If you are involved in more than one project, you must file a separate report for each project, even if authorized by the same IDA.

Date project began: Enter the date the project started (this means the earliest of the date of any bond or inducement resolution, the execution of any lease, or any bond issuance). Include month, day, and year.

Completion date of project: Enter the date installation, lease, or rental of property (for example, machinery or computers) on the project ended, or the date the project is expected to be completed. Mark an *X* in the appropriate box to indicate if the date entered is actual or expected.

Total sales and use tax exemptions: Enter the total amount of New York State and local sales and use taxes exempted during the reporting period as a result of the project's receipt of IDA financial assistance *(if none, enter 0)*. This includes exemptions obtained at the time of purchase, as well as through a refund or credit of tax paid. Include the sales and use taxes exempted on purchases of property or services incorporated into or used on the exempt project. This includes the taxes exempted on purchases made by or on behalf of the agent/project operator, the general contractor for the project, and any subcontractors, consultants, or others. Do **not** enter total purchases.

Representative information

If applicable, enter the name, address, title (for example, attorney or accountant), and telephone number of the individual you authorize to submit this report. This section is not required.

Certification

Enter the name and title of the person signing on your behalf (for example, the IDA agent/project operator's officer, employee, or other authorized representative). Your officer, employee, or authorized representative must sign and date the report.

Mail completed report to:

NYS TAX DEPARTMENT
IDA UNIT
W A HARRIMAN CAMPUS
ALBANY NY 12227-0866

If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Need help?

Visit our website at ***www.tax.ny.gov***

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

Telephone assistance

Sales Tax Information Center:	518-485-2889
To order forms and publications:	518-457-5431
Text Telephone (TTY) or TDD equipment users	Dial 7-1-1 for the New York Relay Service

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 for personal information, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our website, 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.

EXHIBIT "E"

NYS-45
Quarterly Combined Withholding, Wage, Reporting,
And Unemployment Insurance Return

NYS-45 (1/19)

Quarterly Combined Withholding, Wage Reporting, And Unemployment Insurance Return

41919415

Reference these numbers in all correspondence:

UI Employer registration number

Withholding identification number

Employer legal name:

Mark an X in only one box to indicate the quarter (a separate return must be completed for each quarter) and enter the year.

1 Jan 1 - Mar 31 ☐ 2 Apr 1 - Jun 30 ☐ 3 July 1 - Sep 30 ☐ 4 Oct 1 - Dec 31 ☐ Year Y Y

Are dependent health insurance benefits available to any employee? ..... Yes ☐ No ☐

If seasonal employer, mark an X in the box ..... ☐

For office use only
Postmark
Received date
UI SK | AI | SI | WT SK

Number of employees
Enter the number of full-time and part-time covered employees who worked during or received pay for the week that includes the 12th day of each month.

a. First month	b. Second month	c. Third month

Part A - Unemployment insurance (UI) information

1. Total remuneration paid this quarter 00
2. Remuneration paid this quarter in excess of the UI wage base since January 1 (see instr.) 00
3. Wages subject to contribution (subtract line 2 from line 1) 00
4. UI contributions due Enter your UI rate ☐ . ☐ % .
5. Re-employment service fund (multiply line 3 x .00075) .....
6. UI previously underpaid with interest .....
7. Total of lines 4, 5, and 6 .....
8. Enter UI previously overpaid .....
9. **Total UI amounts due** (if line 7 is greater than line 8, enter difference) .....
10. Total UI overpaid (if line 8 is greater than line 7, enter difference and mark box 11 below)* .....
11. Apply to outstanding liabilities and/or refund ..... ☐

Part B - Withholding tax (WT) information

12. New York State tax withheld .....
13. New York City tax withheld .....
14. Yonkers tax withheld .....
15. Total tax withheld (add lines 12, 13, and 14) .....
16. WT credit from previous quarter's return (see instr.) .....
17. Form NYS-1 payments made for quarter .....
18. Total payments (add lines 16 and 17) .....
19. **Total WT amount due** (if line 18 is greater than line 15, enter difference) .....
20. Total WT overpaid (if line 18 is greater than line 15, enter difference here and mark an X in 20a or 20b)* .....

20a. Apply to outstanding liabilities and/or refund ..... ☐ **or** 20b. Credit to next quarter withholding tax ..... ☐

21. **Total payment due** (add lines 9 and 19; make one remittance payable to **NYS Employment Contributions and Taxes**) .....

*** An overpayment of either UI contributions or withholding tax cannot be used to offset an amount due for the other.**

Complete Parts D and E on back of form, if required.

Part C – Employee wage and withholding information

Quarterly employee/payee wage reporting and withholding information
*(If more than five employees or if reporting other wages, **do not** make entries in this section; complete Form NYS-45-ATT. **Do not** use negative numbers; see instructions.)*

a Social Security number	b Last name, first name, middle initial	c Total UI remuneration paid this quarter	d Gross federal wages or distribution (see instructions)	e Total NYS, NYC, and Yonkers tax withheld
Totals (column c must equal remuneration on line 1; see instructions for exceptions)				

Sign your return: I certify that the information on this return and any attachments is to the best of my knowledge and belief true, correct, and complete.

Signature (see instructions)	Signer's name (please print)	Title

Date | Telephone number

Withholding identification number

41919422

Part D - Form NYS-1 corrections/additions

Use Part D **only** for corrections/additions for the quarter being reported in Part B of **this** return. To correct original withholding information reported on Form(s) NYS-1, complete columns a, b, c, and d. To report additional withholding information not previously submitted on Form(s) NYS-1, complete **only** columns c and d. Lines 12 through 15 on the front of this return **must** reflect these corrections/additions.

a **Original** last payroll date reported on Form NYS-1, line A (mmdd)	b **Original** total withheld reported on Form NYS-1, line 4	c **Correct** last payroll date (mmdd)	d **Correct** total withheld
▶	.		.
▶	.		.
▶	.		.
▶	.		.
▶	.		.
▶	.		.

Part E - Change of business information

22. This line is not in use for this quarter.

23. If you **permanently ceased paying wages**, enter the date *(mmddyy)* of the final payroll *(see Note below)* .....

24. If you **sold or transferred all or part of your business:**

- Mark an **X** to indicate whether in **whole** ☐ or in **part** ☐
- Enter the date of transfer *(mmddyy)* .....
- Complete the information below about the acquiring entity

Legal name	EIN
Address	

Note: For questions about other changes to your withholding tax account, call the Tax Department at 518-485-6654; for your unemployment insurance account, call the UI Employer Hotline at 1-888-899-8810. If you are using a paid preparer or a payroll service, the section below must be completed.

Paid preparer's use	Preparer's signature	Date	Preparer's NYTPRIN	Preparer's SSN or PTIN	NYTPRIN excl. code
	Preparer's firm name (or yours, if self-employed)	Address		Firm's EIN	Telephone number ( )
Payroll service's name				Payroll service's EIN	

Checklist for mailing:

- **File original return and keep a copy for your records.**
- **Complete lines 9 and 19 to ensure proper credit of payment.**
- **Enter your withholding ID number on your remittance.**
- **Make remittance payable to *NYS Employment Contributions and Taxes*.**
- **Enter your telephone number in boxes below your signature.**
- **See *Need help?* on Form NYS-45-I if you need forms or assistance.**

Mail to:

NYS EMPLOYMENT
CONTRIBUTIONS AND TAXES
PO BOX 4119
BINGHAMTON NY 13902-4119

NYS-45 (1/19) (back)

Pre-billing worksheet

C2147L.00047 — **City of Syracuse Industrial Development – SIDA/400 West Division (Rapid Response Expansion)** — Page 1

Print date: 02/20/24 — Entries for the period: through 02/20/24 — Prebill # 336225

Billing Professional: Katzoff, Susan R.
Assigned Professional: Katzoff, Susan R.

Client Information

Invoice will be sent to: City of Syracuse Industrial Development
Attn: Eric Ennis, Executive Director
One Park Place
300 South State Street
Suite 700
Syracuse, NY 13202-2036

Invoice delivered via:

Fee arrangement (this matter)

Fee arrangement: Hourly
Billing frequency: Monthly
Hourly rate schedule: Zero Rate Level
Matter work type: Busi - Public Fin IDA St Lease

Notes: Billing Frequency: Monthly
Fee Arrangement Hourly

Billing Rate #10

Billing and Fee History:

YTD	Billed	Paid	Balance due
Fees this matter:	0.00	0.00	0.00
Disbursements this matter:	0.00	0.00	0.00
Total this matter:	0.00	0.00	0.00
Life-to Date			
Fees this matter:	25,452.36	25,452.36	0.00
Disbursements this matter:	147.97	147.97	0.00
Total this matter:	25,600.33	25,600.33	0.00

Last Bill Date: 12/14/22
Last Payment Date: 12/15/22

WIP Balance as of Prebill Date	1,506.22
Retainer (total received):	4,549.67
Less previously applied:	0.00
Available Retainer balance:	4,549.67

Apply retainer to this invoice? (Yes / No)

Date	Emp	ID#	Description	Hours	Rate	Fees	Cumulative	BP Notes
12/19/23	LLM	1821253	Exchanged emails with K. Murphy regarding PILOT Agreement.	0.20	220.00	44.00	44.00	

Date	Emp	ID#	Description	Hours	Rate	Fees	Cumulative	BP Notes
01/03/24	LLM	1831648	Participated in telephone conference call with E. Ennis and others regarding upcoming board meeting.	0.10	255.00	25.50	69.50	
01/10/24	LLM	1831681	Participated in telephone conference call with E. Ennis and others regarding upcoming board meeting.	0.10	255.00	25.50	95.00	
01/18/24	LLM	1830424	Drafted resolution authorizing sales tax appointment extension and public hearing.	0.80	255.00	204.00	299.00	
01/19/24	LLM	1830414	Receipt and review of request letter; revised resolution.	0.50	255.00	127.50	426.50	
01/23/24	LLM	1828469	Attended SIDA board meeting.	0.30	255.00	76.50	503.00	
01/24/24	LLM	1828460	Began drafting sales tax appointment extension documents.	1.50	255.00	382.50	885.50	
01/25/24	LLM	1828451	Continued drafting sales tax appointment extension documents.	0.60	255.00	153.00	1,038.50	
01/26/24	LLM	1828449	Drafted public hearing notice regarding request for additional financial assistance; drafted correspondence to the Mayor and County Executive regarding same.	0.50	255.00	127.50	1,166.00	
01/29/24	LLM	1830401	Revised public hearing notice and correspondence to mayor and county executive; arranged for publication of public hearing notice.	0.40	255.00	102.00	1,268.00	
01/30/24	LLM	1830383	Finalized documents for sales tax appointment extension and drafted email correspondence circulating same; drafted correspondence filing ST-60 for Company.	0.60	255.00	153.00	1,421.00	

Date	Emp	ID#	Description	Hours	Rate	Disb	Cumulative	BP Notes
01/29/24		433404	Certified mail to Honorable Benjamin Walsh, Mayor, City of Syracuse			8.69	8.69	
01/29/24		433405	Certified mail to Honorable J. Ryan McMahon, II, County Executive, Onondaga County			8.69	17.38	
01/30/24		433493	Certified mail to NYS Tax Department IDA Unit			9.68	27.06	
01/30/24		433398	Notice of Publication with Advance Media New York			58.16	85.22	
			Total Fees			**1,421.00**	**1,421.00**	
			Total Discount			**0.00**	**0.00**	

Total Disbursements	**85.22**	**85.22**
Total Fees and Disbursements	**1,506.22**	**1,506.22**

TIME AND FEE SUMMARY

Timekeeper	Rate	Hours	Value
McRobbie, Lori	220.00	0.20	$44.00
McRobbie, Lori	255.00	5.40	$1,377.00
Totals		5.60	$1,421.00

Invoices for Matter Since 08/20/22

Matter No.	Matter Desc.	Invoice #	Invoice Date	Hours	$Amount	Discount	Realization
00047	SIDA/400 West Division (Rapid Response E	245931	12/14/22	1.10	242.00	0.00	100.00
		Total		1.10	242.00	0.00	100.00

Billing Format Options:

Current Default Bill Format: Format 12

Please indicate new format for this bill if desired: _____

Option	Format
04	Date / Timekeeper / Narrative
05	Date / Timekeeper / Narrative / Hours / Rate / Amount
07	Date / Narrative
10	Date / Timekeeper / Hours / Narrative
12	Date / Timekeeper / Narrative / Hours / Amount
20	Attorney Dictated Narrative

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JMA TECH PROPERTIES, LLC

AND

CITY OF SYRACUSE
INDUSTRIAL DEVELOPMENT AGENCY

COMPANY LEASE AGREEMENT

DATED AS OF DECEMBER 21, 2023

JMA TECH PROPERTIES, LLC PROJECT 2

COMPANY LEASE AGREEMENT

THIS COMPANY LEASE AGREEMENT (the "***Company Lease***"), is made and entered into as of December 21, 2023, by and between **JMA TECH PROPERTIES, LLC** (the "***Company***"), a limited liability company organized under the laws of the State of New York with an office at 140 Cortland Avenue, 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 One Park Place, 300 South State Street, Suite 700, Syracuse, New York 13202.

W I T N E S S E T H :

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 November 22, 2022 and November 21, 2023, agreed, at the request of the Company to undertake a project (the "***Project***") consisting of: (A)(i) the acquisition of an interest in approximately 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. (094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St. & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St.

(tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York (collectively, the "***Land***"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities, as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (collectively, the "***Facility***"); (iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, construction, 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 requested the Agency appoint the Company its preferred developer to acquire, remediate and complete the Project and on September 27, 2022 the Agency authorized the appointment of the Company as its preferred developer and the parties executed and delivered the preferred developer agreement, dated August 1, 2022 (the "***PDA***"); and

WHEREAS, the Company and the Agency each attempted to acquire certain parcels of land included in the Project; namely, 225 West Taylor Street (094-04-01), 201-07 West Taylor Street (094-04-02), 521-27 Oneida Street (094-04-20) and 517 Oneida Street (094-04-21) collectively, the "***Acquired Parcels***") through negotiated sale from the land owner to no avail; and

WHEREAS, following the unsuccessful attempts to obtain title to the Acquired Parcels by negotiated sale, and by resolution dated January 24, 2023 authorizing same, the Agency obtained title to the Acquired Parcels through an eminent domain action via Order dated March 14, 2023; and

WHEREAS, on April 11, 2023 the Agency filed its acquisition map with the Onondaga County Clerk transferring fee title to the Acquired Parcels to the Company in accordance with the PDA; and

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

WHEREAS, the Agency proposes to assist the Company's acquisition, remediation, construction 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

undertaking and completing 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 Agreement dated as of December 21, 2023 between the Agency and the Company (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 GRANTING.

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 December 21, 2023, 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 warrants that it has a valid, enforceable and marketable 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 By-Laws;

(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.

(e) 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).

(f) 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.

(g) 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.

(h) The Company shall maintain and insure the Project Facility. The Agency shall not be required to maintain the Project Facility or incur any costs with respect to the Project Facility. All insurance or condemnation proceeds shall be distributed and governed by the Agency Lease.

(i) The Company agrees that it will pay all taxes, or payments in lie thereof (if applicable), to be assessed on, or charges or expenses incurred with respect to, the Project Facility during the lease term.

(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
One Park Place
300 South State Street, Suite 700
Syracuse, New York 13202
Attn: Chair

With copies to:

Office of the Corporation Counsel
City of Syracuse
233 East Washington Street
Syracuse, New York 13202
Attn: Corporation Counsel

and

Bousquet Holstein PLLC
110 West Fayette Street, Suite 1000
Syracuse, New York 13202
Attn: Susan R. Katzoff, Esq.

(b) To the Company:

JMA Tech Properties, LLC
P.O. Box 678
Liverpool, New York 13088
Attn: Dino Peios, Vice President Finance

With a copy to:

Costello, Cooney & Fearon PLLC
211 West Jefferson Street, Suite 1
Syracuse, New York 13202
Attn: Robert J. Smith, 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 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 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.

(c) So long as any leasehold or sub-leasehold mortgage is in existence, unless all mortgagees shall otherwise expressly consent in writing, fee title to the Facility and the leasehold

estate of the Agency therein created by this Agency Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Company or by Agency or by third party, by purchase or otherwise.

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.

4.15 NO JOINT VENTURE CREATED.

This Company Lease or a memorandum thereof, shall be recorded or filed, as the case may be, in the Office of the Clerk of Onondaga County, New York, or in such other office as may at the time be provided by law as the proper place for recordation or filing thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

JMA TECH PROPERTIES, LLC

By: _____
Dino Peios, Vice President Finance

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

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

JMA TECH PROPERTIES, LLC

By: _____
Dino Peios, Vice President Finance

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

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

On the 6th day of December, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **DINO PEIOS,** 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.

Fritzie C. Korthas
Notary Public

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

FRITZIE C KORTHAS
Notary Public, State of New York
No. 01KO6283418
Qualified in Onondaga County
Commission Expires June 03, 2025

On this ____ day of December, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **ERIC ENNIS**, 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

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

On the ____ day of December, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **DINO PEIOS,** 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

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

On this 7th day of December, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **ERIC ENNIS**, 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.

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, 2026

EXHIBIT A

LEGAL DESCRIPTION

NEW LOT No. 1000

JMA WIRELESS

CITY OF SYRACUSE

ONONDAGA COUNTY

All that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, being Block "D" in said City, being part of lands conveyed to JMA Tech Properties LLC by deeds recorded in the Onondaga County Clerk's Office as Instrument Nos. 2019-47774, 2019-48292, 2022-47214, 2023-13932, 2023-13966, 2023-13967, 2023-15523 and 2023-15558 and part of lands conveyed to Horizon Transport LLC by deed recorded in the Onondaga County Clerk's Office in Book 5367 of Deeds at page 939, bounded and described as follows:

Beginning at a point in the northerly boundary of Tallman Street at its intersection with the easterly boundary of Oneida Street; running thence N1° 02' 00"E along said easterly boundary of Oneida Street, a distance of 809.14 feet to the southerly boundary of West Taylor Street; thence N78° 44' 00"E along said southerly boundary of West Taylor Street, a distance of 284.89 feet to a point in the westerly boundary of South Clinton Street Formerly; thence southerly along said westerly boundary of South Clinton Street Formerly the following courses and distances: 1) S12° 55' 00"E, 606.08 feet; 2) S21° 00' 20"W, 299.66 feet to a point in said northerly boundary of Tallman Street; thence N88° 57' 50"W along said northerly boundary of Tallman Street, a distance of 322.11 feet to the point of beginning.

Subject to easements and restrictions of record.

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

Onondaga County Clerk Recording Cover Sheet

Received From :
COSTELLO COONEY & FEARON PLLC
211 W JEFFERSON STREET
SYRACUSE, NY 13202

Return To :
BOUSQUET HOLSTEIN
211 W JEFFERSON STREET
SYRACUSE, NY 13202

Method Returned : MAIL

First PARTY 1
JMA TECH PROPERITES LLC

First PARTY 2
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Index Type : Land Records
Instr Number : 2023-00042792
Book : **Page :**

Type of Instrument : Deed
Type of Transaction : Deed Misc
Recording Fee: $80.50

Recording Pages : 7

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

Real Estate Transfer Tax

RETT # :	5125
Deed Amount :	$0.00
RETT Amount :	$0.00
Total Fees :	$80.50

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) : 12/27/2023

At (Recorded Time) : 12:55:05 PM

Doc ID - 053996470007

Lisa Dell, County Clerk

THIS IS NOT A BILL

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: MMERRILL Printed On : 12/27/2023 At : 12:57:29PM

Recording and Return to:
Bousquet Holstein PLLC
110 West Fayette Street, Suite 1000
Syracuse, New York 13202
Attn: Susan Katzoff, Esq.

MEMORANDUM OF COMPANY LEASE AGREEMENT

NAME AND ADDRESS OF LESSOR: JMA Tech Properties, LLC
P.O. Box 678
Liverpool, New York 13088

NAME AND ADDRESS OF LESSEE: City of Syracuse Industrial Development Agency
One Park Place
300 South State Street, Suite 700
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 December 21, 2023.

TERM OF COMPANY LEASE AGREEMENT:

The term of the Company Lease shall commence on the date hereof and continue in full force and effect until **June 30, 2041**, unless earlier terminated as provided in that certain Agency Lease dated of even date herewith between the same parties hereto.

***RIGHTS OF EXTENSION OR RENWAL*:** None.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 21st day of December, 2023.

JMA TECH PROPERTIES, LLC

By: _____
Dino Peios, Vice President Finance

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 21st day of December, 2023.

JMA TECH PROPERTIES, LLC

By: _____
Dino Peios, Vice President Finance

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

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

On the 6th day of December, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **DINO PEIOS,** 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.

Fritzie C. Korthas
Notary Public

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

FRITZIE C KORTHAS
Notary Public, State of New York
No. 01KO6283418
Qualified in Onondaga County
Commission Expires June 03, 2025

On this ___ day of December, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **ERIC ENNIS**, 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

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

On the ____ day of December, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **DINO PEIOS,** 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

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

On this 7th day of December, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **ERIC ENNIS**, 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.

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, 2026

EXHIBIT "A"

LEGAL DESCRIPTION

NEW LOT No. 1000

JMA WIRELESS

CITY OF SYRACUSE

ONONDAGA COUNTY

All that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, being Block "D" in said City, being part of lands conveyed to JMA Tech Properties LLC by deeds recorded in the Onondaga County Clerk's Office as Instrument Nos. 2019-47774, 2019-48292, 2022-47214, 2023-13932, 2023-13966, 2023-13967, 2023-15523 and 2023-15558 and part of lands conveyed to Horizon Transport LLC by deed recorded in the Onondaga County Clerk's Office in Book 5367 of Deeds at page 939, bounded and described as follows:

Beginning at a point in the northerly boundary of Tallman Street at its intersection with the easterly boundary of Oneida Street; running thence N1° 02' 00"E along said easterly boundary of Oneida Street, a distance of 809.14 feet to the southerly boundary of West Taylor Street; thence N78° 44' 00"E along said southerly boundary of West Taylor Street, a distance of 284.89 feet to a point in the westerly boundary of South Clinton Street Formerly; thence southerly along said westerly boundary of South Clinton Street Formerly the following courses and distances: 1) S12° 55' 00"E, 606.08 feet; 2) S21° 00' 20"W, 299.66 feet to a point in said northerly boundary of Tallman Street; thence N88° 57' 50"W along said northerly boundary of Tallman Street, a distance of 322.11 feet to the point of beginning.

Subject to easements and restrictions of record.

FL 326-SW

8

BILL OF SALE TO AGENCY

JMA TECH PROPERTIES, LLC, a limited liability company organized under the laws of the State of New York with an office to conduct business at 140 Cortland Avenue, 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 One Park Place 300 South State 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, and to be located on or at the Project Facility, as described in the Agency Lease entered between the Agency and the Company dated as of December ___, 2023 (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: (i) it is the true and lawful owner of the personal property being conveyed hereby; (ii) 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; (iii) the Company has the right to sell the same as aforesaid; and (iv) 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 21st day of December, 2023.

JMA TECH PROPERTIES, LLC

By: _____
Dino Peios, Vice President Finance

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 **JMA TECH PROPERTIES, 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, , shelving, racks, flagpoles, signs, waste containers, outdoor benches, drapes, blinds and accessories, sprinkler systems and other fire prevention and extinguishing apparatus aid 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.

TP-584 (9/19)

Department of Taxation and Finance

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

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	Name *(if individual, last, first, middle initial)* (☒ *mark an X if more than one grantor*)			Social Security number (SSN)
☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☒ Multi-member LLC ☐ Other	JMA Tech Properties, LLC			
	Mailing address			SSN
	140 Cortland Avenue			
	City	State	ZIP code	Employer Identification Number (EIN)
	Syracuse	NY	13202	84-3332852
	Single member's name if grantor is a single member LLC *(see instructions)*			Single member EIN or SSN

Grantee/Transferee	Name *(if individual, last, first, middle initial)* (☐ *mark an X if more than one grantee*)			SSN
☐ Individual ☒ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Multi-member LLC ☐ Other	City of Syracuse Industrial Development Agency			
	Mailing address			SSN
	One Park Place, 300 South State Street, Suite 700			
	City	State	ZIP code	EIN
	Syracuse	NY	13202	52-1380308
	Single member's name if grantee is a single member LLC *(see instructions)*			Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot *(include dots and dashes)*	SWIS code (six digits)	Street address	City, town, or village	County
See attached	311500	See Schedule "A" attached	Syracuse	Onondaga

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

1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☐ Vacant land
5 ☒ Commercial/industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☐ Four-family dwelling
9 ☐ Other _____

Date of conveyance: 12 (month) 01 (day) 2023 (year)

Percentage of real property conveyed which is residential real property _____ % *(see instructions)*

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

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

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

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

Part 1 – Computation of tax due

1	Enter amount of consideration for the conveyance *(if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3)* ☒ **Exemption claimed**	1.	0 00
2	Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)*	2.	0 00
3	Taxable consideration *(subtract line 2 from line 1)*	3.	0 00
4	Tax: $2 for each $500, or fractional part thereof, of consideration on line 3	4.	0 00
5	Amount of credit claimed for tax previously paid *(see instructions and attach Form TP-584.1, Schedule G)*	5.	0 00
6	Total tax due* *(subtract line 5 from line 4)*	6.	0 00

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

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

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

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

a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☒

b. Conveyance is to secure a debt or other obligation ..... b ☐

c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ..... c ☐

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐

e. Conveyance is given in connection with a tax sale ..... e ☐

f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐

g. Conveyance consists of deed of partition ..... g ☐

h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐

j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ..... j ☐

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) *(attach documents supporting such claim)* ..... k ☐

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

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

Complete the following only if the interest being transferred is a fee simple interest.
This is to certify that: *(mark an X in the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   d ☐ The maximum principal amount secured by the credit line mortgage is $3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

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

   e ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

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

JMA Tech Properties, LLC		City of Syracuse Industrial Development Agency	
Grantor signature	Title	Grantee signature	Title
Dino Peios	VP Finance	Eric Ennis	Executive Director
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 marked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services.*

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

Complete the following only if the interest being transferred is a fee simple interest.
This is to certify that: *(mark an X in the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   d ☐ The maximum principal amount secured by the credit line mortgage is $3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

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

   e ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

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

JMA Tech Properties, LLC		City of Syracuse Industrial Development Agency	
Grantor signature	Title	Grantee signature	Title
Dino Peios	VP Finance	Eric Ennis	Executive Director
Grantor signature	Title	Grantee signature	Title
	VP Finance		

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

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

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

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

Part 1 – New York State residents

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

Certification of resident transferors/sellers

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

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

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

Part 2 – Nonresidents of New York State

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

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

Exemption for nonresident transferors/sellers

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

☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ (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 New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

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

SCHEDULE "A" to TP-584

ADDRESS	TAX MAP #
225 Taylor St. W & Oneida St.	094.-04-01.0
201-07 Taylor St. W & Clinton St.	094.-04-02.0
1010 Clinton St.	094.-04-03.0
1022 Clinton St.	094.-04-04.0
1054 Clinton St.	094.-04-05.1
1074 Clinton St.	094.-04-05.2
228 Tallman St.	94.-04-05.3
232 Tallman St.	094.-04-05.4
1080-82 Clinton St.	094.-04-06.0
222-24 Tallman St & Clinton St S.	094.-04-07.0
226 Tallman St.	094.-04-08.0
240 ½ Tallman St.	094.-04-09.0
242-46 Tallman St.	094.-04-10.0
252-54 Tallman St. & Oneida St.	094.-04-11.0
637-39 Oneida St.	094.-04-12.0
629 Oneida St.	094.-04-13.0
625 Oneida St.	094.-04-14.0
619 Oneida St.	094.-04-15.0
615 Oneida St.	094.-04-16.0
609-11 Oneida St.	094.-04-17.0
605-607 Oneida St.	094.-04-18.0
601-603 Oneida St.	094.-04-19.0
521-527 Oneida Street	094.-04-20.0
517 Oneida Street	094.-04-21.0

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

AND

JMA TECH PROPERTIES, LLC

AGENCY LEASE AGREEMENT

DATED AS OF DECEMBER 21, 2023

JMA TECH PROPERTIES, LLC PROJECT 2

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AGENCY LEASE AGREEMENT

THIS AGENCY LEASE AGREEMENT, dated as of December 21, 2023 (the "***Agency Lease***"), is 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 One Park Place 300 South State Street, Suite 700, Syracuse, New York 13202 (the "***Agency***"), and **JMA TECH PROPERTIES, LLC** a New York limited liability company having its office at 140 Cortland Avenue, Syracuse, New York 13202 (the "***Company***").

W I T N E S S E T H :

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 resolutions adopted on November 22, 2022 and November 21, 2023, agreed, at the request of the Company to undertake a project (the "***Project***") consisting of: (A)(i) the acquisition of an interest in approximately 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. (094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St. & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida

Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York (collectively, the "***Land***"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities, as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (collectively, the "***Facility***"); (iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, construction, 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 requested the Agency appoint the Company its preferred developer to acquire, remediate and complete the Project and on September 27, 2022 the Agency authorized the appointment of the Company as its preferred developer for these purposes and the parties executed and delivered the preferred developer agreement, dated August 1, 2022 (the "***PDA***"); and

WHEREAS, the Company and the Agency each attempted to acquire certain parcels of land included in the Project; namely, 225 West Taylor Street (094-04-01), 201-07 West Taylor Street (094-04-02), 521-27 Oneida Street (094-04-20) and 517 Oneida Street (094-04-21) collectively, the "***Acquired Parcels***") through negotiated sale from the land owner to no avail; and

WHEREAS, following the unsuccessful attempts to obtain title to the Acquired Parcels by negotiated sale, and by resolution dated January 24, 2023 authorizing same, the Agency obtained title to the Acquired Parcels through an eminent domain action viand filed the Order of Condemnation dated March 14, 2023; and

WHEREAS, on April 11, 2023 the Agency filed its acquisition map with the Onondaga County Clerk transferring fee title to the Acquired Parcels to the Company in accordance with the PDA; and

WHEREAS, the Agency proposes to assist the Company's acquisition, remediation, 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 undertaking and 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 (3) 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 December 21, 2023 (the "***Company Lease***"); and

WHEREAS, in order to induce the Company to develop the Project Facility, the Agency is willing to take a leasehold interest in the Land, the Facility, the Equipment and personal property constituting the Facility and lease said Project Facility back to the Company pursuant to the terms and conditions contained herein; 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

1.1 RECITALS.

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

1.2 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.

1.3 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.

(d) The Agency will take a leasehold interest in the Project Facility, lease the Project Facility to the Company pursuant to this Agency Lease and designate the Company as its agent for purposes of completing the Project, all for the purpose of promoting the industry, health, welfare, convenience and prosperity of the inhabitants of the State and City of Syracuse and improving their standard of living.

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) The Agency will take a leasehold interest in the Project Facility, lease the Project Facility to the Company pursuant to this Agency Lease and designate the Company as its agent for purposes of completing the Project, all for the purpose of promoting the industry, health, welfare, convenience and prosperity of the inhabitants of the State and City of Syracuse, New York and improving their standard of living.

(d) The Agency has been induced to enter this Agency Lease by the undertaking of the Company to acquire, construct, equip, complete and maintain the Project Facility and related investments and job creation in the City of Syracuse, New York.

(e) 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, the PDA 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) The Company shall remediate and complete the Project Facility on or before the Completion Date.

(e) This Project is not primarily used for retail as set forth in the Act.

(f) For the duration of the term hereof, the Company shall operate the Project Facility as the Project Facility and for the purposes presented herein and in the Application and Plans and Specifications presented to the Agency.

(g) 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 or violate any Applicable Laws. The Company shall operate the Facility in accordance with this Agency Lease and as a qualified "project" under the Act.

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

(1) Has been an important consideration in the Company's decision to acquire, construct, equip and complete 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 increase the overall number of permanent, private sector jobs in the State and the City and

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

(i) 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).

(j) The Company shall cause all notices as required by law to be given and shall comply or cause compliance with all Applicable Laws, 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.

(k) 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 SEQRA 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.

(l) The Company acknowledges the Agency's Local Access Policy and the Company's obligation to comply. The Company further 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.

(m) The Company is ready to proceed with construction of the Project Facility.

(n) The Company advised that it will be relocating facilities, both from in state and out of state, to this new location. Each of these other facilities are operating on a month to month lease and each lease will terminate prior to the relocation. The Company has all currently 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, construction and equipping of the Project Facility.

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

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

(q) 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.

(r) 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.

(s) 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.

(t) 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 Sales Tax Recapture Amount (as defined herein) 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. The Company acknowledges and agrees that the failure of the Company to promptly pay any Sales Tax 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.

(u) The amount of State and local sales and use tax benefits comprising the Financial Assistance approved by the Agency shall not exceed **$1,550,000**. The Company shall not request, obtain nor claim State and local sales and use tax exemptions in excess of this amount.

(v) The Company hereby acknowledges that any exemption from mortgage recording tax authorized by the Agency as part of the Financial Assistance is limited by Section 874 of the Act. The amount of exemption from mortgage recording tax is estimated to be **$183,158**.

(w) The Company hereby acknowledges, agrees and covenants to timely pay all costs of construction, equipping and completing the Project, and its obligations hereunder including, but not limited to, Article 4 hereof.

(x) The Company hereby represents, warrants and covenants that no properties owned or leased by the Company in the City are currently the subject of any violations, including but not limited to zoning and/or permitting, by any governmental agency nor are any such properties delinquent in any taxes or payments in lieu thereof to any municipality. The Company further represents, warrants and covenants that all Company owned or leased properties are in compliance with, all laws, ordinances, rules, regulations, and requirements of all Governmental Authorities and that there is no pending or threatened action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any way diminish or adversely impact on the Company's ability to fulfill its obligations under this Agency Lease.

(y) The Company covenants that the Facility will comply in all respects with all environmental laws and regulations, and, except in compliance with environmental laws and regulations, (i) that no pollutants, contaminant, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Facility except in compliance with all material applicable laws, (ii) the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Facility or onto any other property, (iii) that no asbestos will be incorporated into or disposed of on the Facility, (iv) that no underground storage tanks will be located on the Facility, and (v) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence. The Company upon receiving any information or notice contrary to the representations contained in this Section shall immediately notify the Agency in writing with full details regarding the same. The Company hereby releases the Agency from liability with respect

to, and agrees to defend, indemnify, and hold harmless the Agency, its executive director, directors, members, officers, employees, agents, representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section. In the event the Agency in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed with respect to the Facility, the Company agrees to pay the expenses of same to the Agency upon demand, and agrees that upon failure to do so, its obligation for such expenses shall be deemed to be additional rent. The Company hereby agrees that at all times during which it is operating the Project, and whether or not this Agency Lease is in effect, to comply with, and ensure compliance by its subtenants or sublessees with, the provisions of the Environmental Compliance and Indemnification Agreement, dated as of the date hereof (the "***Environmental Compliance and Indemnification Agreement***").

(z) **The Company hereby acknowledges and agrees that the Financial Assistance being provided by the Agency under the Company Documents constitutes "public funds" unless otherwise excluded under Section 224-a(3) of the New York Labor Law, and by executing this Agency Lease, (i) confirms that it has received notice from the Agency pursuant to Section 224-a(8)(d) of the New York Labor Law and (ii) acknowledges its obligations pursuant to Section 224-a(8)(a) of the New York Labor Law. Other than the Agency Financial Assistance estimates provided herein and disclosed to the Company, the Agency makes no representations or covenants with respect to the total sources of "public funds" received by the Company in connection with the Project.**

(aa) The Company shall comply with all of the Agency's policies, including but not limited to, the Local Access Policy and the Project Approval Policy, with respect to, among other things, local hiring and MWBE requirements.

(bb) The Company shall file, immediately following the execution and delivery of this Agency Lease but in all events timely, the resubdivision map arising out of the application for resubdivision filed jointly by the Agency and the Company, and approved by the City of Syracuse Planning Commission, relative to the properties listed on **Exhibit "H"** attached hereto and made a part hereof (the "***Resubdivided Parcels***").

2.3 PUBLIC AUTHORITIES LAW REPRESENTATIONS.

The parties hereto acknowledge that the Facility and the interest therein conveyed to the Agency under the Company Lease, dated as of the date hereof, by and between the Company and the Agency (the "***Company Lease***") and conveyed by the Agency back to the Company pursuant to the terms of this Agency Lease are not "property" as defined in Title 5-A of the Public Authorities Law of the State because the Facility and the leasehold interests therein are securing the Company's obligations to the Agency under the PILOT Agreement (as herein defined), the Environmental Compliance and Indemnification Agreement and this Agency Lease, including (i) the Company's obligation to acquire, construct, equip and maintain the Project Facility on behalf of the Agency and (ii) the performance by the Company of the Unassigned Rights.

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, demise, or will cause to be conveyed or demised, 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 accordance with the terms of this Agency Lease and for the purposes described in the third WHEREAS clause of this Agency Lease; provided that such use causes the Project Facility to qualify or continue to qualify as a "project" under the Act.

ARTICLE IV

CONSTRUCTION AND EQUIPPING OF THE PROJECT

4.1 CONSTRUCTION AND EQUIPPING OF THE PROJECT FACILITY.

(a) The Company shall promptly remediate the Land and construct, equip and complete the Project Facility, all in accordance with the Plans and Specifications on or before the Completion Date. 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 construction, equipping and completion 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. Failure to comply with any portion of Article 4 may result in the loss of all benefits provided or for the benefit of the Project in the Agency's sole discretion. In furtherance thereof, the Company shall complete the Agency's Local Access Agreement. A complete and fully executed copy of which is attached hereto as **Exhibit "D"**.

(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 construct, 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 construction, 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 remediation, construction, 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 construction, 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 shall proceed with due diligence to remediate, acquire, construct, equip and complete the Project Facility on or before the Completion Date in accordance with the Plans and Specifications. Completion of the acquisition, construction 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, on or before the Completion Date, 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 remediate and complete the Project in accordance with the terms hereof and to pay in full all costs of the remediation, construction, 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 construction, 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 construction and equipping of the Project Facility, provided that:

(a) No Event of Default under this Agency Lease, the Company Lease, the PILOT Agreement, 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.

(e) Any and all Mortgages, shall, by its terms, be subordinate to the Agency's right to receive payments under the PILOT Agreement.

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, for the Company's quiet and peaceable possession and enjoyment and the Company hereby agrees to lease from the Agency, sole and exclusive possession of 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:

(a) 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;

(b) unconditional obligation to keep the Project Facility in good condition and repair;

(c) unconditional and exclusive right to the possession of the Project Facility, and shall have sole control of and responsibility for the Project Facility;

(d) 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;

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

(f) 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;

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

(h) 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

(i) 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 12:59 p.m. on **June 30, 2041** (the "***Term***"), unless early terminated as provided herein. Notwithstanding anything herein to the contrary, the obligations of the Company to report hereunder and the Agency's rights to recapture shall continue during the Term of this Agency Lease, but in the event of an early termination as provided for herein, the

Company's obligation to report and the Agency's right to recapture shall not be less than the Reporting Period (as defined herein). As a condition to the termination of this Agency Lease, the Company shall be obligated to execute and deliver the certification attached hereto at **Schedule "1"** regarding the Company's ongoing obligations.

(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 date 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. Notwithstanding any such termination, the Project Agreement, and the Company's obligations thereunder, shall survive.

(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, the Company Lease and the PILOT Agreement (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. The effectiveness of the termination shall require full payment hereunder and compliance with the terms of this Article V.

(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, the Company Lease and the PILOT Agreement shall terminate; however, the Project Agreement shall survive in accordance with its terms.

(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 uncured 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) One and No/100 Dollar ($1.00) for the period commencing on the date hereof and ending on **June 30, 2041**, and on January 1 of each calendar year thereafter for the term hereof; (ii) to the Agency an amount sufficient to pay the sums due under the PILOT Agreement at the times and in the manner provides for therein, and an amount sufficient to pay any and all other amounts due hereunder; and (iii) 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, the 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. In addition, the Company acknowledges that to the extent there are any post-closing legal fees incurred by the Agency in conjunction with this Project, same are the obligation of the Company and shall constitute additional rent hereunder.

(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 construction 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).

(c) The Company at its own expense from time to time may make any structural addition, modifications or improvements to the Facility or any addition, modifications or improvements to the Facility or any part thereof which it may deem desirable for its business purposes and uses. All such structural additions, modifications or improvements so made by the Company shall become a part of the Facility; provided, however, the Company shall not be qualified for real property tax exemptions or a sales and use tax exemption when making said additions, modifications or improvements except to the extent (i) with respect to the sale and use tax exemption, the Company is acting as agent for the Agency under an agreement between the Agency and the Company which contemplates said additions, modifications or improvements or

(ii) with respect to the real property tax exemption, the Company is acting under a payment in lieu of taxes agreement which contemplates said additions, modifications or improvements; or (iii) as otherwise provided by law.

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 description as set forth herein and in the Application and the Plans and Specifications the Company previously provided to the Agency in the Application or otherwise, and to ensure that the Facility continues to qualify as a "project" under the Act and pursuant to the terms contained herein.

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, including without limitation the generality of the foregoing any taxes levied upon or with respect to the income or revenues of the Agency from the 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) Any and all payments of taxes, if applicable, and all payments in lieu of taxes, if any, required to be made to the Agency under the terms of the PILOT Agreement or any other agreement with respect thereto.

(b) Subject to the terms of the PILOT 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.

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 but not necessarily limited to:

(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 accident or 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.

(d) Flood insurance in an amount at least equal to the lesser of (i) the cash replacement value of the Facility; or (ii) the maximum amount of flood insurance available with respect to the Facility under the Flood Disaster Protection Act of 1974, as amended. In the alternative, a letter from the appropriate office of the municipality in which the Facility is located to the effect that the Facility is not located in an area designated as a flood hazard area by the Federal Insurance Administration or the Department of Housing and Urban Development.

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: (i) for payment of the losses of the Company and the Agency as their respective interest may appear; (ii) that such coverage with respect to the Agency be primary and non-contributory with any insurance secured by the Agency; and (3) 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.

THE AGENCY DOES NOT IN ANY WAY REPRESENT THAT THE INSURANCE SPECIFIED HEREIN, WHETHER IN SCOPE OR IN LIMITS OF COVERAGE, IS ADEQUATE OR SUFFICIENT TO PROTECT THE COMPANY'S BUSINESS OR INTERESTS.

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.

6.6 PAYMENTS IN LIEU OF REAL ESTATE TAXES.

The Company and the Agency have entered into a fifteen (15) year PILOT Agreement with respect to payments in lieu of real estate taxes for the Project Facility.

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 Company shall exercise its right to terminate this Agency Lease in accordance with Section 5.2 hereof, and 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 due and 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, the PILOT Agreement 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 then due and payable under this Agency Lease, the Company Lease, the PILOT Agreement 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, the PILOT Agreement 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 Company shall exercise its right to terminate this Agency Lease in accordance with Section 5.2 hereof, and 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, the PILOT Agreement and the other Agency Documents, shall be applied to payment of all amounts then due and payable to the Agency under this Agency Lease, the Company Lease, the PILOT Agreement and other Agency Documents. If the Net Proceeds of any Condemnation award are less than the amount necessary to pay any and all amounts then due and 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 then due and payable under this Agency Lease, the Company Lease, the PILOT Agreement and other Agency Documents to the Agency shall be paid in full. If all amounts due under this Agency Lease, the Company Lease, the PILOT Agreement, 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 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 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.

The Company shall have an obligation to report and provide information, as set forth herein and in the Project Agreement during the Term hereof. However, in the event this Agency Lease is terminated early in accordance with Section 5.2 hereof, the Company's obligation to report shall be for a period of five (5) years from the termination date, unless the early termination occurs less than five years from the expiration of the original Term hereof, in which case the Company shall continue to provide the required information for the remaining Term hereof (the "***Reporting Period***"), 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 creation[1], 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

[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.

Exhibit "E" attached hereto, those reports set forth in Section 8.12 hereof, and such other information necessary as to enable the Agency to monitor and/or make any reports required by law or governmental regulation, including but not limited to §875 of the Act (all of the foregoing collectively, the "***Reporting Requirements***").

Notwithstanding anything herein to the contrary, the Agency's ability to recapture benefits in accordance with its policy and the terms hereof, shall be for a period of time no less than the Reporting Period, and failure to comply with the Reporting Requirements can trigger the Agency's right to recapture.

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 the highest rate per annum permitted by law.

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 ensure 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 "F"**, 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 consisting of State and local sales and use tax exemption (the "***Sales Tax Recapture Amount***") in accordance with the Agency's recapture policy (the "***Recapture Policy***"), a copy of which is attached hereto at **Exhibit "G"**, this Agency Lease 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.

8.14 REMOVAL OF EQUIPMENT.

(a) The Agency shall not be under any obligation to remove, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary item of Equipment. In any instance where the Company determines that any item of Equipment has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item of Equipment from the Facility and may sell, trade-in, exchange or otherwise dispose of the same, as a whole or in part. The Company shall be obligated to replace such Equipment as necessary to maintain the Project Facility in accordance with the terms hereof.

(b) The Agency shall execute and deliver to the Company all instruments necessary or appropriate to enable the Company to sell or otherwise dispose of any such item of Equipment. The Company shall pay any costs (including reasonable attorneys' fees) incurred in transferring title to and releasing any item of Equipment removed pursuant to this Section.

(c) The removal of any item of Equipment pursuant to this Section shall not entitle the Company to any abatement of or diminution of the rents payable hereunder.

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. Notwithstanding anything herein to the contrary, under no circumstances shall the Agency be required to mortgage, grant a security interest in or assign its rights to receive the rents hereunder or its rights to be indemnified in accordance with the terms of this Agency Lease; or assign its Unassigned Rights. Any assignment or sublease of this Agency Lease shall not effect a release of the Company from its obligations hereunder. Any assignment or sublease of this Agency Lease shall not effect a release of the Company from its obligations hereunder or under the PILOT Agreement.

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. Notwithstanding anything herein to the contrary, the Company may transfer a majority interest in the Company to a Related Person.

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 failure of the Company to remain current on all taxes owed including but not limited to real property taxes; or

(d) 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, including but not limited to completing remediation and the Project 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

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

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

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

(h) 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

(i) 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

(j) 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.

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

(l) Failure to comply with Company's Reporting Requirements.

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) Declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable; (i) all unpaid installments of rent payable pursuant to Section 5.3 hereof and (ii) all other payments due under this Agency Lease.

(2) Terminate this Agency Lease;

(3) Terminate the Company Lease;

(4) Terminate the PILOT Agreement;

(5) Terminate the Company's appointment as agent of the Agency; or

(6) 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, or the PILOT Agreement, the PDA 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; or

(7) Seek to recover all or some of the Recapture Amount in accordance with the Agency's Recapture Policy, this Agency Lease and the Project Agreement.

(b) Take any other action as it shall deem necessary to cure any such Event of Default, provided that the taking of any such action shall not be deemed to constitute a waiver of such Event of Default.

(c) 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 the PILOT Agreement 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, the PILOT Agreement 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.

The Company shall remit, upon the execution and delivery of this Agency Lease, all legal fees and costs incurred by the Agency in conjunction with the Project Facility, its approval, and the Financial Assistance. 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. In addition, the Company acknowledges that to the extent there are any post-closing legal fees incurred by the Agency in conjunction with this Project, same are the obligation of the Company and as set forth herein.

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, 6th Floor
Syracuse, New York 13202
Attn: Chair

With a copy to:

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

and

Bousquet Holstein PLLC
One Lincoln Center, Suite 1000
110 West Fayette Street
Syracuse, New York 13202
Attn: Susan R. Katzoff, Esq.

If to the Company, to: JMA Tech Properties, LLC
P.O. Box 678
Liverpool, New York 13088
Attn: Dino Peios, Vice President Finance

(b) With a copy to: Costello, Cooney & Fearon PLLC
211 West Jefferson Street, Suite 1
Syracuse, New York 13202
Attn: Robert J. Smith, 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. The Company Lease is deemed to be effective immediately prior to this Agency Lease.

11.9 SURVIVAL OF OBLIGATIONS.

(a) The obligations of the Company to repay, defend and/or provide the indemnity or information required by Sections 8.2, 8.5 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 Articles 4 and 5 and Sections 2.2, 6.2, 8.4, 8.5, 10.4 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 (other than the Company) 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.

11.15 RECORDING AND FILING.

This Agency Lease or a memorandum thereof, shall be recorded or filed, as the case may be, in the Office of the Clerk of Onondaga County, New York, or in such other office as may at the time be provided by law as the proper place for recordation or filing thereof.

11.16 NO JOINT VENTURE CREATED.

The Agency and the Company mutually agree that by entering into this Agency Lease the parties hereto are not entering into a joint venture.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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: _____
Eric Ennis, Executive Director

JMA TECH PROPERTIES, LLC

By: _____
Dino Peios, Vice President of Finance

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: _____
Eric Ennis, Executive Director

JMA TECH PROPERTIES, LLC

By: _____
Dino Peios, Vice President of Finance

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

On this 1st day of December, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **Eric Ennis**, 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.

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, 2026

On the _____ day of December, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **Dino Peios**, 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

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

On this ____ day of December, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **Eric Ennis**, 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

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

On the 6th day of December, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **Dino Peios**, 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.

FRITZIE C KORTHAS
Notary Public, State of New York
No. 01KO6283418
Qualified in Onondaga County
Commission Expires June 03, 2025

Fritzie C. Korthas
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

NEW LOT No. 1000

JMA WIRELESS

CITY OF SYRACUSE

ONONDAGA COUNTY

All that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, being Block "D" in said City, being part of lands conveyed to JMA Tech Properties LLC by deeds recorded in the Onondaga County Clerk's Office as Instrument Nos. 2019-47774, 2019-48292, 2022-47214, 2023-13932, 2023-13966, 2023-13967, 2023-15523 and 2023-15558 and part of lands conveyed to Horizon Transport LLC by deed recorded in the Onondaga County Clerk's Office in Book 5367 of Deeds at page 939, bounded and described as follows:

Beginning at a point in the northerly boundary of Tallman Street at its intersection with the easterly boundary of Oneida Street; running thence N1° 02' 00"E along said easterly boundary of Oneida Street, a distance of 809.14 feet to the southerly boundary of West Taylor Street; thence N78° 44' 00"E along said southerly boundary of West Taylor Street, a distance of 284.89 feet to a point in the westerly boundary of South Clinton Street Formerly; thence southerly along said westerly boundary of South Clinton Street Formerly the following courses and distances: 1) S12° 55' 00"E, 606.08 feet; 2) S21° 00' 20"W, 299.66 feet to a point in said northerly boundary of Tallman Street; thence N88° 57' 50"W along said northerly boundary of Tallman Street, a distance of 322.11 feet to the point of beginning.

Subject to easements and restrictions of record.

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 **JMA TECH PROPERTIES, 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, shelving, racks, flagpoles, signs, waste containers, outdoor benches, drapes, blinds and accessories, sprinkler systems and other fire prevention and extinguishing apparatus aid 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 PDA, the Project Agreement, the Agency Lease, the Company Lease, the Mortgage, the PILOT Agreement 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 December 21, 2023, by and between the Agency and the Company, as the same may be amended or supplemented from time to time.

Applicable Laws: means 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 may be applicable to or affect the Project Facility or any part thereof or the conduct of work on the Project Facility or any part thereof or to the operation, use, manner of use or condition of the Project Facility or any part thereof (the applicability of such statutes, codes, laws, acts, ordinances, orders, rules, regulations, directions and requirements to be determined both as if the Agency were the owner of the Project Facility and as if the Company and not the Agency were the owner of the Project Facility), including but not limited to (1) applicable building, zoning, environmental, planning and subdivision laws, ordinances, rules and regulations of Governmental Authorities having jurisdiction over the Project Facility, (2)

restrictions, conditions or other requirements applicable to any permits, licenses or other governmental authorizations issued with respect to the foregoing, and (3) judgments, decrees or injunctions issued by any court or other judicial or quasi-judicial Governmental Authority.

Application: means the application submitted by the Company to the Agency dated November 18, 2022, requesting the Agency undertake the Project, as same may be amended or supplemented from time to time.

Authorized Representative: means for the Agency, the Chair or Vice Chair of the Agency; for the Company, its Member or its Managing Member (designated by resolution) 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 December 21, 2023 in connection with the Equipment.

City: means the City of Syracuse.

Closing Date: means December 21, 2023.

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

Company: means JMA Tech Properties, LLC, a limited liability company, organized and existing under the laws of the State of New York having an address at 140 Cortland Avenue, Syracuse, New York 13202, and its permitted successors and assigns.

Company Documents: means the Application, the PDA, the Company Lease, the Agency Lease, the Project Agreement, the PILOT 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 December 21, 2023 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.

Completion Date: means May 31, 2026.

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 December 21, 2023 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 or Governmental Authorities*:** 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 (a) 225 Taylor St. W & Oneida St.; (b) 201-07 Taylor St. W & Clinton St.; (c) 1010 Clinton St.; (d) 1022 Clinton St.; (e) 1054 Clinton St.; (f) 1074 Clinton St.; (g) 228 Tallman St.; (h) 232 Tallman St.; (i) 1080-82 Clinton St.; (j) 222-24 Tallman St & Clinton St S.; (k) 226 Tallman St.; (l) 240 ½ Tallman St.; (m) 242-46 Tallman St.; (n) 252-54 Tallman St. & Oneida St.; (o) 637-39 Oneida St.; (p) 629 Oneida St.; (q) 625 Oneida St.; (r) 619 Oneida St.; (s) 615 Oneida St.; (t) 609-11 Oneida St.; (u) 605-607 Oneida St.; (v) 601-603 Oneida St.; (w) 521-527 Oneida Street; and (x) 517 Oneida Street, all 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 Mortgag€(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.

PILOT Agreement : means the Payment in Lieu of Tax Agreement dated as of December 21, 2023 between the Agency and the Company, as amended or supplemented from time to time.

Plans and Specifications: means all representations, plans and specifications presented by the Company to the Agency in its Application and as described in the Project description in the third WHEREAS cause of this Agency Lease, and any other presentation or representations made by the Company to the Agency relating to the construction, equipping and completion of the Project Facility; and any additional plans and specifications approved by the Mortgagee.

Preferred Developer Agreement: means the Preferred Developer Agreement dated as of August 1, 2022 between the Agency and the Company authorized the appointment of the Company as its preferred developer for the purposes of undertaking and completing the Project.

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 December 21, 2023 between the Company and the Agency setting forth rights and obligations of the parties with respect to the Financial Assistance, as the same may be amended or supplemented from time to time.

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.

Recapture Amount: means collectively, the Sales Tax Recapture Amount and all direct monetary benefits and all other components of Financial Assistance.

Related Person: means a Related Person as that term is defined in subparagraph (C) of paragraph three of subsection (b) of section four hundred sixty-five of the Internal Revenue Code of 1986, as amended.

Resolution or Resolutions: means the Agency's resolutions adopted on November 22, 2023 and November 21, 2023 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.

Sales Tax Recapture Amount: means the portion of the Financial Assistance consisting of State and local sales and use tax exemption the Agency shall and in some circumstances may, recover, recapture, receive or otherwise obtain from the Company pursuant to Section 875(3) of the Act, and in conjunction with Agency policy, in accordance with the Agency's Recapture Policy.

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.

Term: means December 21, 2023 until 11:59 p.m. until June 30, 2041, unless earlier terminated in accordance with the terms of the Agency Lease.

***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"

LOCAL ACCESS AGREEMENT

City of Syracuse

Industrial Development Agency

Local Access Agreement

_____ (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		**JMA Tech Properties, LLC**					**General Contractor**	**TBD**			
Representative for Contract Bids and Awards		**GEC Consulting, LLC**					**Contact**	**TBD**			
Address		**168 Brampton Rd**					**Address**				
City	**Syracuse**	**ST**	**NY**	**Zip**	**13205**		**City**		**ST**	**Zip**	
Phone	**315-569-1482**	**Fax**					**Phone**		**Fax**		
Email		**Gail.cawley@gmail.com**					**Email**				
Project Address							**Construction Start Date**	**~Demo Q3 2024** **~Construction Q4 2024**			
City	**Syracuse**	**ST**	**NY**	**Zip**	**13202**		**Occupancy Date**	**Q3 2025**			

Project Components – Indicate those for which bids will be sought:

Item	Estimated Value	Bid Date	Contact
Site work/Demolition	625,000		
Foundation and footings	1,725.000		
Building			
Masonry	600,000		
Metals			
Wood/casework	80,000		
Thermal/moisture proof			
Doors, windows, glazing	450,000		
Finishes			
Electrical	2,600,000		
HVAC	1,200,000		
Plumbing	600,000		
Specialties			
Machinery & Equipment			
Furniture and Fixtures	375,000		
Utilities	225,000		
Paving	700,000		
Landscaping	350,000		
Other (identify)			

Date: 1-4-2024 **Company:** JMA Tech Properties

Signature: _____ **Name:** Dino Peios

EXHIBIT "E"

FORM OF ANNUAL REPORTING QUESTIONNAIRE

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
One Park Place, 300 South State 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:

A. Job Retention/Creation:

I. Construction Jobs:

Provide the name of your general contractor: _____.

Provide the address (including county) of your general contractor: _____.

Is the general contractor MWBE qualified? _____.

Is the general contractor Service-Disabled Veteran-Owned Business Enterprises (SDVOBE) qualified? _____.

For each contractor and/or sub-contractor, provide the following information for the reporting period:

Bid awarded to (Name/Address/ County*)	Value of contract	MWBE (Yes/No)	MWBE Certified State or City	SDVOBE (Yes/No)	Number of jobs (FTE)	Number FTEs hired for construction residing within City	Number of total FTEs hired for construction

***Must include county and street address**

II. Permanent (non-construction) Jobs:

Number of FTEs retained at the Project prior to date of application: _____.

Number of FTEs created by the Project during the reporting calendar year (*exclusive of construction jobs*): _____.

Of the jobs created by the Project during the reporting year (*exclusive of construction jobs*) identify how many are in each of the following categories:

Professional/Managerial/Technical - includes jobs which involve skill or competence of extraordinary degree and may include supervisory responsibilities (examples: architect, engineer, accountant, scientist, medical doctor, financial manager, programmer). **Number of jobs created in reporting year _____.**

Skilled - includes jobs that require specific skill sets, education, training, and experience and are generally characterized by high education or expertise level (examples: electrician, computer operator, administrative assistant, carpenter, sales representative). **Number of jobs created in reporting year _____.**

Unskilled or Semi-Skilled - includes jobs that require little or no prior acquired skills and involve the performance of simple duties that require the exercise of little or no independent judgment (examples: general cleaner, truck driver, typist, gardener, parking lot attendant, line operator, messenger, information desk clerk, crop harvester, retail salesperson, security guard, telephone solicitor, file clerk). **Number of jobs created in reporting year _____.**

Identify:

the average annual salary range of the FTEs (*exclusive of construction jobs*) created during the reporting year: $_____.

the total number of jobs (*exclusive of construction jobs*) created by the Project from the date of application through the reporting date: _____.

the total number of jobs (retained and created, *but exclusive of construction jobs*) at the Project from the date of application through the reporting date: _____.

What is the annual average salary range of the FTEs (*exclusive of construction jobs*) created at the Project to date: $_____.

B. Geographical Hiring Data:

1. Construction jobs:

Of the construction jobs created during the reporting period, provide the street addresses and zip codes for the hires (based upon hire's residence)..

2. FTEs hired (*exclusive of construction jobs*)

Of the FTE jobs created during the reporting period, provide the zip codes for the hires (based upon hire's residence).

Provide the same information reflecting FTEs hired from the date of application through the reporting date at the Project.

Comments:

_____

_____

_____

_____

_____

Signature

_____

Print Name

_____

Title

_____

Date

FORM OF
QUARTERLY REPORTING QUESTIONNAIRE

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

MWBE AND SDVOB COMPLIANCE AND PAYMENT REPORT

CONTRACTOR/GRANTEE: _____ SIDA REPRESENTATIVE: _____

ADDRESS: _____ CONTRACT/PROJECT NAME: _____

TOWN/COUNTY/ZIP: _____ CONTRACT/PROJECT #: _____

CONTACT PERSON: _____ PROJECT START DATE: _____

TELEPHONE: _____ PERCENT COMPLETE: _____

EMAIL: _____ ACTUAL COMPLETION DATE: _____

REPORTING PERIOD: ☐ **Monthly for the Month of:**

☐ **Quarterly (Check Applicable):**

☐ **Quarter 1** (4/1-6/30) | ☐ **Quarter 2** (7/1-9/30) | ☐ **Quarter 3** (10/1-12/31) | ☐ **Quarter 4** (1/1-3/31)

Attach MWBE and SDVOB payment applications, lien waivers and canceled checks as proof of payment to the identified MWBE's and SDVOB's.

This report should be completed and signed by an officer of the Reporting Company. Attach additional sheets if necessary.

PRIME CONTRACTOR, if different from above (Name, Address, Contact Person, Title and Phone # with area code)	PRIME CONTRACT AMOUNT	MWBE or SDVOB SUBCONTRACTOR (Name, Address, Contact Person, Title and Phone # with area code)	NYS CERTIFICATION (Check One)	DESCRIPTION OF SERVICES	CONTRACT AMOUNT	PAYMENTS PREVIOUSLY REPORTED	PAYMENTS ON CURRENT REPORT	TOTAL PAYMENTS TO DATE
	$		☐ MBE ☐ WBE ☐ SDVOB		$	$	$	$
	$		☐ MBE ☐ WBE ☐ SDVOB		$	$	$	$
	$		☐ MBE ☐ WBE ☐ SDVOB		$	$	$	$

CERTIFICATION: I, _____ (Print Name), the _____ (Title) of the Reporting Company above, do certify that (i) I have read this Compliance Report and (ii) to the best of my knowledge, information and belief, the information contained herein is complete and accurate.

SIGNATURE: _____ **DATE:** _____

Submission of this form constitutes the Contractor's acknowledgement as to the accuracy of the information contained herein. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, suspension and/or termination of the Contract.

SUBMIT REPORT TO: One Webster's Landing

Attn: [FILL IN EMAIL OF PERSON RESPONSIBLE FOR REPORTING TO SIDA

All email submission must include the name and contact information of the individual or firm submitting the information.

Project Name: One Webster's Landing
SIDA - City of Syracuse Residency Report
LOCAL HIRING REPORT

Reporting Period:	Reporting Entity:	Report includes:
O July 1, 2023 - September 30, 2023 O October 1, 2023 - December 31, 2023 O January 1, 2024 - March 30, 2024 O April 1, 2024 - June 30, 2024 (add add'l as needed)	O Contractor O Subcontractor Scope of Work:	O Contractor/Subcontractor's total work force

Contractor's Name:	Date:
Contractor's Address:	
Telephone No:	Email Address:

Enter your employee name and address (including zip code)

Name of Employee	Street Address	City	Zip Code

_____, has read the foregoing and affirms, under the penalties of perjury, that: (i) [s]he is the _____ of _____ (the "Company") and has the authority to bind the Company; (ii) [s]he has read the foregoing outlining the local hiring statistics for the One Webster's Landing project located at 471-81 *Oswego Blvd., Syracuse, NY*, knows the contents thereof, and acknowledges same and knows that the same is true, accurate and complete. All of the foregoing is subscribed and affirmed under the penalties of perjury.

_____
[Signature]

EXHIBIT "F"

Sub-Agent Employer ID Number: _____
Sub-Agent Telephone Number: _____

FORM OF SUB-AGENT AGREEMENT

THIS SUB-AGENT APPOINTMENT AGREEMENT (the "***Agreement***"), dated as of _____, 20__, is by and between **JMA TECH PROPERTIES, LLC**, with a mailing address of P.O. Box 678, Liverpool, New York 13088 (the "***Company***"), and _____, a _____ of the State of New York, having an office for the transaction of business at _____ (the "***Sub-Agent***").

W I T N E S S E T H:

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 resolutions of its members adopted on November 22, 2022 and November 21, 2023 (collectively, 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 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. (094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St. & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York (collectively, the "***Land***"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities, as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (collectively, the "***Facility***");

(iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, construction, 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 December 21, 2023 (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 December 21, 2023 (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 represents, warrants, covenants, agrees and acknowledges:

a. that the undersigned is an authorized representative of the Sub-Agent with authority to bind the Sub-Agent and upon execution of this Agreement by the undersigned, same shall be binding upon the Sub-Agent.

b. 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).

c. 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"**.

d. that the failure of the Sub-Agent to promptly pay any Sales Tax Recapture Amount in accordance with the Recapture Policy, the Agency Lease and/or the Resolution 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.

e. 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 **Exhibit "A"**). 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.

f. 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: JMA Tech Properties, LLC Project 2; (a) 225 Taylor St. W & Oneida St.; (b) 201-07 Taylor St. W & Clinton St.; (c) 1010 Clinton St.; (d) 1022 Clinton St.; (e) 1054 Clinton St.; (f) 1074 Clinton St.; (g) 228 Tallman St.; (h) 232 Tallman St.; (i) 1080-82 Clinton St.; (j) 222-24 Tallman St & Clinton St S.; (k) 226 Tallman St.; (l) 240 ½ Tallman St.; (m) 242-46 Tallman St.; (n) 252-54 Tallman St. & Oneida St.; (o) 637-39 Oneida St.; (p) 629 Oneida St.; (q) 625 Oneida St.; (r) 619 Oneida St.; (s) 615 Oneida St.; (t) 609-11 Oneida St.; (u) 605-607 Oneida St.; (v) 601-603 Oneida St.; (w) 521-527 Oneida Street; and (x) 517 Oneida Street; and Project Number: 31022305.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. **the Sub-agent shall work with the Company to ensure compliance with the Agency's MWBE and local hiring requirements as set forth in the Agency's Project Approval Policy.**

m. 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.

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

o. 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.

p. 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 duly authorized officers, all as of the day and year first above written.

JMA TECH PROPERTIES, LLC

By: _____
Dino Peios, Vice President Finance

[NAME OF SUB-AGENT]

By: _____
Name:
Title:

EXHIBIT "A"
to Sub-Agent Agreement

FORM ST-123

New York State Department of Taxation and Finance

New York State Sales and Use Tax

IDA Agent or Project Operator Exempt Purchase Certificate

Effective for projects beginning on or after June 1, 2014

ST-123
(7/14)

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 doc 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/yy) ..... / /		Enter the date that agent or project operator status ends (mm/dd/yy) ..... / /	

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 tendered 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 1116(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).

A. 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.

B. 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.

C. 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)S, *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) 485-2389
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

SCHEDULE "A"
to Sub-Agent Agreement

RECAPTURE POLICY

City of Syracuse
Industrial Development Agency
201 East Washington Street, 6th 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:

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

EXHIBIT "G"

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

EXHIBIT "H"

RESUBDIVIDED PARCELS

ADDRESS	TAX ID #
615 Oneida St	094.-04-16.0
609-611 Oneida St	094.-04-17.0
605-607 Oneida St	094.-04-18.0
601-603 Oneida St	094.-04-19.0
521-527 Oneida St	094.-04-20.0
517 Oneida St	094.-04-21.0
225 Taylor St. W & Oneida St	094.-04-01.0
201-07 Taylor St W & Clinton St	094.-04-02.0
1010 Clinton St	094.-04-03.0
1054 Clinton St	094.-04-05.1
1022 Clinton St	094.-04-04.0
1074 Clinton St S	094.-04-05.2
228 Tallman St	094.-04-05.3
232 Tallman St	094.-04-05.4
1080-82 Clinton St S	094.-04-06.0
222-24 Tallman St	094.-04-07.0
226 Tallman St	094.-04-08.0
240 ½ Tallman St	094.-04-09.0
242-46 Tallman St	094.-04-10.0
252-54 Tallman St & Oneida St	094.-04-11.0
637-39 Oneida St	094.-04-12.0
629 Oneida St	094.-04-13.0
625 Oneida St	094.-04-14.0
619 Oneida St	094.-04-15.0

SCHEDULE 1

FORM OF CERTIFICATION
REGARDING ONGOING OBLIGATIONS
UPON TERMINATION OF LEASES

CERTIFICATION

In December, 2023, at the request of JMA Tech Properties, LLC (the "***Company***"), the City of Syracuse Industrial Development Agency (the "***Agency***") undertook a project (the "***Project***") consisting of: (A)(i) the acquisition of an interest in approximately 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. (094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St. & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York (collectively, the "***Land***"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities, (as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (collectively, the "***Facility***"); (iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, construction, 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 meaning of capitalized terms not otherwise defined herein shall have the meanings attached to them in the agency lease, dated as of December 21, 2023 between the Agency and the Company (the "***Agency Lease***").

On December 21, 2023 the Agency and the Company closed on a straight lease transaction with respect to the Project and the Financial Assistance (the "***Original Closing***") pursuant to which the parties executed and delivered the Company Documents and the Agency Documents (collectively the "***Lease Documents***").

Pursuant to the Company's request, the Agency terminated their leasehold interest in the Project Facility as of _____, 20___ (the "***Termination***").

Pursuant to the terms of the Agency lease, the Company has ongoing obligations, including to perform certain reporting requirements to the Agency, as more particularly described below:

(1) certain provisions and obligations of the Lease Documents survive the Termination, including: Article 4 of the Agency Lease and Sections 2.2, 8.2, 8.5, 8.12, 10.4, 11.7 and 11.14 of the Agency Lease;

(2) in accordance with its terms, the entire Project Agreement, and the Company's obligations thereunder, shall survive the Termination;

(3) the Company is familiar with all of the Agency's policies, including but not limited to, its Recapture Policy, and is bound thereby; and

(4) in furtherance of (i) above, but without limiting the foregoing, the Company continues to be obligated to comply with the following reporting obligation in accordance with Article 4 of the Project Agreement:

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 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 $24,421,044, being the total project cost as stated in the Company's Application for Financial Assistance (the "***Investment Commitment***").

(b) No full time equivalent ("***FTE***") employees were retained by the Project Facility as of the date of the Application for Financial Assistance. The Company's application estimated the creation of forty (40) new FTEs (the "***New FTEs***") at the Project Facility within the first five (5) years following completion of the Project Facility. The Company shall be required to meet and maintain all of the foregoing employment commitments during the Term hereof (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.

Dated as of _____, 20___

JMA TECH PROPERTIES, LLC

By: _____
Dino Peios, Vice President Finance

EXHIBIT A
(to Form of Certification)

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
201 East Washington Street, 6th 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:

A. Job Retention/Creation:

III. Construction Jobs:

Provide the name of your general contractor: _____.

Provide the address (including county) of your general contractor: _____.

Is the general contractor MWBE qualified? _____.

Is the general contractor Service-Disabled Veteran-Owned Business Enterprises (SDVOBE) qualified? _____.

For each contractor and/or sub-contractor, provide the following information for the reporting period:

Bid awarded to (Name/Address/ County*)	Value of contract	MWBE (Yes/No)	MWBE Certified State or City	SDVOBE (Yes/No)	Number of jobs (FTE)	Number FTEs hired for construction residing within City	Number of total FTEs hired for construction

***Must include county and street address**

IV. Permanent (non-construction) Jobs:

Number of FTEs retained at the Project prior to date of application: _____.

Number of FTEs created by the Project during the reporting calendar year (*exclusive of construction jobs*): _____.

Of the jobs created by the Project during the reporting year (*exclusive of construction jobs*) identify how many are in each of the following categories:

Professional/Managerial/Technical - includes jobs which involve skill or competence of extraordinary degree and may include supervisory responsibilities (examples: architect, engineer, accountant, scientist, medical doctor, financial manager, programmer). **Number of jobs created in reporting year _____.**

Skilled - includes jobs that require specific skill sets, education, training, and experience and are generally characterized by high education or expertise level (examples: electrician, computer operator, administrative assistant, carpenter, sales representative). **Number of jobs created in reporting year _____.**

Unskilled or Semi-Skilled - includes jobs that require little or no prior acquired skills and involve the performance of simple duties that require the exercise of little or no independent judgment (examples: general cleaner, truck driver, typist, gardener, parking lot attendant, line operator, messenger, information desk clerk, crop harvester, retail salesperson, security guard, telephone solicitor, file clerk). **Number of jobs created in reporting year _____.**

Identify:

the average annual salary range of the FTEs (*exclusive of construction jobs*) created during the reporting year: $_____.

the total number of jobs (*exclusive of construction jobs*) created by the Project from the date of application through the reporting date: _____.

the total number of jobs (retained and created, *but exclusive of construction jobs*) at the Project from the date of application through the reporting date: _____.

What is the annual average salary range of the FTEs (*exclusive of construction jobs*) created at the Project to date: $_____.

B. Geographical Hiring Data:

3. Construction jobs:

Of the construction jobs created during the reporting period, provide the street addresses and zip codes for the hires (based upon hire's residence)..

4. FTEs hired (*exclusive of construction jobs*)

Of the FTE jobs created during the reporting period, provide the zip codes for the hires (based upon hire's residence).

Provide the same information reflecting FTEs hired from the date of application through the reporting date at the Project.
Comments:

_____

_____

_____

_____

_____
Signature

_____
Print Name

_____
Title

_____
Date

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

Onondaga County Clerk Recording Cover Sheet

Received From :
COSTELLO COONEY & FEARON PLLC
211 W JEFFERSON STREET
SYRACUSE, NY 13202

Return To :
BOUSQUET HOLSTEIN
211 W JEFFERSON STREET
SYRACUSE, NY 13202

Method Returned : MAIL

First PARTY 1
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

First PARTY 2
JMA TECH PROPERTIES LLC

Index Type : Land Records
Instr Number : 2023-00042793
Book : **Page :**

Type of Instrument : Deed
Type of Transaction : Deed Misc
Recording Fee: $80.50
Recording Pages : 7

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

Real Estate Transfer Tax	
RETT # :	5126
Deed Amount :	$0.00
RETT Amount :	$0.00
Total Fees :	$80.50

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) : 12/27/2023

At (Recorded Time) : 12:56:26 PM

Doc ID - 053996480007

Lisa Dell, County Clerk

THIS IS NOT A BILL

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: MMERRILL Printed On : 12/27/2023 At : 12:57:30PM

Recording and Return to:
Bousquet Holstein PLLC
110 West Fayette Street, Suite 1000
Syracuse, New York 13202
Attn: Susan Katzoff, Esq.

MEMORANDUM OF AGENCY LEASE AGREEMENT

NAME AND ADDRESS OF LESSOR: City of Syracuse Industrial Development Agency
One Park Place
300 South State Street, Suite 700
Syracuse, New York 13202

NAME AND ADDRESS OF LESSEE: JMA Tech Properties, LLC
P.O. Box 678
Liverpool, New York 13088

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 December 21, 2023

TERM OF AGENCY LEASE AGREEMENT:

The term of the Agency Lease shall commence on the date hereof and continue in full force and effect until **June 30, 2041**, unless earlier terminated as provided in the Agency Lease Agreement.

***RIGHTS OF EXTENSION OR RENWAL*:** None.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 21st day of December, 2023.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

JMA TECH PROPERTIES, LLC

By: _____
Dino Peios, Vice President Finance

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 21st day of December, 2023.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

JMA TECH PROPERTIES, LLC

By: _____
Dino Peios, Vice President Finance

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

On this 7th day of December, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **ERIC ENNIS**, 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.

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, 2026

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

On the _____ day of December, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **DINO PEIOS**, 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

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

On this _____ day of December, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **ERIC ENNIS**, 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

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

On the 6th day of December, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **DINO PEIOS**, 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.

FRITZIE C KORTHAS
Notary Public, State of New York
No. 01KO6283418
Qualified in Onondaga County
Commission Expires June 03, 2025

Fritzie C. Korthas
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

NEW LOT No. 1000

JMA WIRELESS

CITY OF SYRACUSE

ONONDAGA COUNTY

All that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, being Block "D" in said City, being part of lands conveyed to JMA Tech Properties LLC by deeds recorded in the Onondaga County Clerk's Office as Instrument Nos. 2019-47774, 2019-48292, 2022-47214, 2023-13932, 2023-13966, 2023-13967, 2023-15523 and 2023-15558 and part of lands conveyed to Horizon Transport LLC by deed recorded in the Onondaga County Clerk's Office in Book 5367 of Deeds at page 939, bounded and described as follows:

Beginning at a point in the northerly boundary of Tallman Street at its intersection with the easterly boundary of Oneida Street; running thence N1° 02' 00"E along said easterly boundary of Oneida Street, a distance of 809.14 feet to the southerly boundary of West Taylor Street; thence N78° 44' 00"E along said southerly boundary of West Taylor Street, a distance of 284.89 feet to a point in the westerly boundary of South Clinton Street Formerly; thence southerly along said westerly boundary of South Clinton Street Formerly the following courses and distances: 1) S12° 55' 00"E, 606.08 feet; 2) S21° 00' 20"W, 299.66 feet to a point in said northerly boundary of Tallman Street; thence N88° 57' 50"W along said northerly boundary of Tallman Street, a distance of 322.11 feet to the point of beginning.

Subject to easements and restrictions of record.

FL 336 SW

TP-584 (9/19)

Department of Taxation and Finance

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

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	Name *(if individual, last, first, middle initial)* (☐ *mark an X if more than one grantor)*			Social Security number (SSN)
☐ Individual	City of Syracuse Industrial Development Agency			
☒ Corporation	Mailing address			SSN
☐ Partnership	One Park Place, 300 South State Street, Suite 700			
☐ Estate/Trust	City	State	ZIP code	Employer Identification Number (EIN)
☐ Single member LLC	Syracuse	NY	13202	52-1380308
☐ Multi-member LLC	Single member's name if grantor is a single member LLC *(see instructions)*			Single member EIN or SSN
☐ Other				
Grantee/Transferee	Name *(if individual, last, first, middle initial)* (☒ *mark an X if more than one grantee)*			SSN
☐ Individual	JMA Tech Properties, LLC			
☐ Corporation	Mailing address			SSN
☐ Partnership	140 Cortland Avenue			
☐ Estate/Trust	City	State	ZIP code	EIN
☐ Single member LLC	Syracuse	NY	13202	84-3332852
☒ Multi-member LLC	Single member's name if grantee is a single member LLC *(see instructions)*			Single member EIN or SSN
☐ Other				

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
See Schedule B	311500	See Schedule B	Syracuse	Onondaga

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

1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☐ Vacant land
5 ☒ Commercial/industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☐ Four-family dwelling
9 ☐ Other _____

Date of conveyance: 12 (month) / 21 (day) / 2023 (year)

Percentage of real property conveyed which is residential real property _____ % *(see instructions)*

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

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

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

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

Part 1 – Computation of tax due

1	Enter amount of consideration for the conveyance *(if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3)* ☒ **Exemption claimed**	1.	0 00
2	Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)*	2.	0 00
3	Taxable consideration *(subtract line 2 from line 1)*	3.	0 00
4	Tax: $2 for each $500, or fractional part thereof, of consideration on line 3	4.	0 00
5	Amount of credit claimed for tax previously paid *(see instructions and attach Form TP-584.1, Schedule G)*	5.	0 00
6	Total tax due* *(subtract line 5 from line 4)*	6.	0 00

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

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

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

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

a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☐

b. Conveyance is to secure a debt or other obligation ..... b ☐

c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ..... c ☐

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐

e. Conveyance is given in connection with a tax sale ..... e ☐

f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐

g. Conveyance consists of deed of partition ..... g ☐

h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐

j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ..... j ☐

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) *(attach documents supporting such claim)* .....See Schedule "A" ..... k ☒

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

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

Complete the following only if the interest being transferred is a fee simple interest.
This is to certify that: *(mark an X in the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   d ☐ The maximum principal amount secured by the credit line mortgage is $3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

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

   e ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

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

City of Syracuse Industrial Development Agency		JMA Tech Properties, LLC	
Grantor signature	Executive Director Title	Grantee signature	VP Finance Title
Eric Ennis		Dino Peios	
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 marked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the ***NYS Department of Taxation and Finance,*** directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services.*

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

Complete the following only if the interest being transferred is a fee simple interest.
This is to certify that: *(mark an X in the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   d ☐ The maximum principal amount secured by the credit line mortgage is $3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

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

   e ☐ Other *(attach detailed explanation).*

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

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

Grantor signature	Title	Grantee signature	Title
City of Syracuse Industrial Development Agency	Executive Director	JMA Tech Properties, LLC	VP Finance
Eric Ennis		Dino Peios	
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 marked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

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

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

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

Part 1 – New York State residents

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

Certification of resident transferors/sellers

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

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

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

Part 2 – Nonresidents of New York State

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

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

Exemption for nonresident transferors/sellers

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

☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ (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 New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

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

SCHEDULE "A"

The document being recorded for which this NYS Form TP-584 is being provided is 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.

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 December __, 2023.

The undersigned, Dino Peios, Vice President Finance and authorized signatory of JMA Tech Properties, LLC (the "***Company***"), does hereby certify and confirm:

(1) that the Company has reviewed and understands the Agency's Local Access Policy (the "***Local Access 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 Local Access Policy. Failure to comply may result in the revocation or recapture of benefits awarded to the Project by the Agency.
>
> For purposes of the Local Access Policy, the term "local" shall mean: Cayuga, Cortland, Madison, Onondaga, Oneida and Oswego Counties.

(2) that the Company has reviewed and understands the Agency's Project Approval Policy (the "***Approval Policy***") which provides, in part that:

> *To qualify for any exemptions* under the Agency's Uniform Tax-Exempt Policy, every Project must commit to hiring 10% of its construction workforce, on a full-time basis, from residents of the City of Syracuse (the "***City***"); and every Project must commit to incorporate vendors that are minority and/or women-owned business enterprises, as certified by the State or the municipality ("***MWBE***"), equal to a minimum of 10% of all SIDA abatements during the construction phase. MWBE vendors must be located within Onondaga County. Such hiring may be accomplished through CNY Works, Syracuse Build or other existing programs aimed at training and promoting local hiring.

(3) that the Company has read and will, for so long as the Agency has an interest in the Project, comply with, the Agency's Local Access Policy and the Approval Policy each in their entirety.

Dated: December 21, 2023

JMA TECH PROPERTIES, LLC

By: _____
Dino Peios, Vice President Finance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

12/31/2023

DATE (MM/DD/YYYY) 12/15/2023

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 have ADDITIONAL INSURED provisions or 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 Lockton Insurance Brokers,LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1435030 JMA Tech Properties LLC Ranalli/Taylor St., LLC PO Box 678, 7645 Henry Clay Blvd, Liverpool NY 13088	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Fire Insurance Co of Hartford — 20478 **INSURER B :** The Continental Insurance Company — 35289 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES JOHME32 **CERTIFICATE NUMBER:** 20116571 **REVISION NUMBER:** XXXXXXX

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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	N	6075879785	12/31/2022	12/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED X RETENTION $ 10,000	N	N	6075879804	12/31/2022	12/31/2023	EACH OCCURRENCE AGGREGATE $	$ 25,000,000 $ 25,000,000 $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ XXXXXXX $ XXXXXXX $ XXXXXXX

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

City of Syracuse Industrial Development Agency is an Additional Insured ATIMA. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language. 60 day Notice of Cancellation applies per attached endorsement(s). 0$ Deductible on GL. Contractual Liability is not excluded per the attached endorsement.

CERTIFICATE HOLDER

20116571
City of Syracuse Industrial Development Agency
One Park Place
300 South State Street, Suite 700
Syracuse NY 13202

CANCELLATION See Attachments

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

228 Tallman Street
225 Taylor St. W & Oneida St.
201-07 Taylor St. W & Clinton St.
1010 Clinton St.
1022 Clinton St
1054 Clinton St.
1074 Clinton St228 Tallman St
232 Tallman St
1080-82 Clinton St.
222-24 Tallman St & Clinton St S
226 Tallman St.
240 ½ Tallman St.
242-46 Tallman St.
252-54 Tallman St. & Oneida St.
637-39 Oneida St.
629 Oneida St.
625 Oneida St.
619 Oneida St.
615 Oneida St.
609-11 Oneida St.
605-607 Oneida St.
601-603 Oneida St.
521-527 Oneida Street
517 Oneida Street

Attachment Code: D567517 Master ID: 1435030, Certificate ID: 20116571

City of Syracuse Industrial Development Agency
One Park Place

300 South State Street, Suite 700

Syracuse, NY 13202

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to **paperless delivery** of Certificates of Insurance, thus, this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **20116571**.

- Email: PacificeDelivery@lockton.com
- Phone: (213) 689-2300

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox and phone number below are for automating electronic delivery of certificates only. Please do NOT send future certificate requests to the above inbox or call into the number below.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Insurance Brokers, LLC - Pacific Series

Name Insureds:

John Mezzalingua Associates Holdings, LLC

John Mezzalingua Associates, LLC

JMA Tech Properties Holdings LLC

JMA Tech Properties, LLC

Ranalli/Taylor ST., LLC

CNA

CNA PARAMOUNT

Technology General Liability Extension Endorsement - New York

1. ADDITIONAL INSUREDS

a. WHO IS AN INSURED is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part;** and

(2) was executed prior to:

(a) the **bodily injury** or **property damage;** or

(b) the offense that caused the **personal and advertising injury,**

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured,** but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured;** or
2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured,** but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured.**

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured,** or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured,** and provided that the **occurrence** giving rise to such **bodily injury** or **property damage,** or the offense giving rise to such **personal and advertising injury,** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured.**

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions — Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's**

behalf. The coverage granted by this paragraph does not apply to:

a. Bodily injury, property damage or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. Bodily injury or **property damage** included within the **products-completed operations hazard.**

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

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CNA PARAMOUNT

Technology General Liability Extension Endorsement - New York

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer,

any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard.**

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

b. any express warranty unauthorized by the **Named Insured;**

c. any physical or chemical change in any product made intentionally by such person or organization;

d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;

g. products which, after distribution or sale by the **Named Insured,** have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) the exceptions contained in Subparagraphs **d.** or **f.** above; or

(2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

3. This Paragraph **J.** also does not apply:

a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part;**

b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part;** nor

c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part.**

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury, property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part;** nor

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:

a. this **Coverage Part** provides such coverage;

b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage; and

c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part.**

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and noncontributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.,** the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other valid and collectible insurance available to such person or organization.

3. BODILY INJURY — EXPANDED DEFINITION

Under **DEFINITIONS,** the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS,** the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

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CNA PARAMOUNT

Technology General Liability Extension Endorsement - New York

A. BROAD KNOWLEDGE OF OCCURRENCE

The Named Insured must give the Insurer or the Insurer's authorized representative notice of an **occurrence,** offense or **claim** only when the **occurrence,** offense or **claim** is known to a natural person **Named Insured,** to a partner, executive officer, manager or member of a **Named Insured,** or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence,** offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part.** However, the **Named Insured** shall give written notice of such **occurrence,** offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence,** offense or **claim.**

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part;** or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period,**

qualifies as a **Named Insured,** provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part.**

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

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CNA PARAMOUNT

Technology General Liability Extension Endorsement - New York

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse,** where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse.** No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. EXPECTED OR INTENDED INJURY — EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A — Bodily Injury And Property Damage Liability,** the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured.** This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured,** or chartered by or for the **Named Insured,** will be treated in the same manner as though the action were in personam against the **Named Insured.**

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident:**

A. Under **COVERAGES, Coverage A — Bodily Injury And Property Damage Liability,** the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory.**

(2) the **bodily injury** first occurs during the **policy period.** All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence;** and

B. Under **COVERAGES, Coverage A — Bodily Injury And Property Damage Liability,** the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the

following: This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

CNA

CNA PARAMOUNT

Cancellation / Non-Renewal — New York

Wherever used in this endorsement: 1) Insurer means "we", "us", "our" or the "Company" as those terms may be defined in the policy; and 2) Named Insured means the first person or entity named on the declarations page; and 3) "Insured" means all persons or entities afforded coverage under the policy.

Any cancellation, non-renewal or termination provisions in the policy are deleted in their entirety and replaced with the following:

CANCELLATION AND NON-RENEWAL

A. CANCELLATION

1. This policy may be canceled by the Named Insured by surrendering it to the Insurer or any of its authorized agents. The Named Insured may also cancel this policy by written notice to the Insurer or the Insurer's licensed agent stating at what future date cancellation is to be effective.
2. If this policy has been in effect for sixty (60) days or less, this policy may be canceled by the Insurer by mailing or delivering to the Named Insured written notice stating the reason for cancellation at the mailing address shown on the Declarations, and to its authorized agent or broker at least:
    1. Twenty (20) days before the effective date of cancellation if this policy is canceled for any reason not included in paragraph 2. below;
    2. Fifteen (15) days before the effective date of cancellation if this policy is canceled for any of the following reasons:
        (a) Non-payment of premium provided; however, a notice of cancellation on this ground shall inform the Insured of the amount due;
        (b) Conviction of a crime arising out of acts increasing the hazard insured against;
        (c) Any discovery of fraud or material misrepresentation in the obtaining of this policy or in the presentation of a claim;
        (d) After issuance of this 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 the hazard insured against, and which occurred subsequent to inception of the current policy period;
        (e) Material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of this policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time this policy was issued or last renewed;
        (f) A determination by the New York State Superintendent of Insurance that continuation of the present premium volume of the Insurer would jeopardize the Insurer's solvency or be hazardous to the interest of the Insurer's policyholders, creditors or the public; or
        (g) A determination by such Superintendent that the continuation of this policy would violate, or would place the Insurer in violation of, any provision of the New York Insurance Code,
3. If this policy has been in effect for more than sixty (60) days, or if this policy is a renewal or continuation of a policy issued by the Insurer this policy may be canceled by the Insurer only for any reasons listed in paragraph 2. above provided a written notice stating the reason for cancellation is mailed or delivered to the Named Insured at the address shown in the Declarations, and its authorized agent or broker at least fifteen (15) days before the effective date of cancellation.

e. **Damages** because of **bodily injury** include **damages** claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

2. **Exclusions**

This insurance does not apply to:

a. **Expected Or Intended Injury**

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

b. **Contractual Liability**

Bodily injury or **property damage** for which the **Insured** is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **damages**:

(1) That the **Insured** would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an **Insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an **Insured contract**, reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **bodily injury** or **property damage**, provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **Insured contract**; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which **damages** to which this insurance applies are alleged.

c. **Liquor Liability**

Bodily injury or **property damage** for which any **Insured** may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that **Insured**; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the **occurrence** which caused the **bodily injury** or **property damage**, involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. **Workers' Compensation And Similar Laws**

Any obligation of the **Insured** under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

CNA	CNA PARAMOUNT Changes - Notice of Cancellation or Material Restriction Endorsement - New York

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	090
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE PER SCHEDULE ON FILE XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days. In no event shall the number of days listed be fewer than the number required by New York State.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

5002000856075879785320 8

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/08/2023

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: Azra Bahtic	
Brown & Brown of New York, Inc. 500 Plum Street, Suite 200 Syracuse NY 13204-1480	PHONE (A/C, No, Ext): (315) 671-8846	FAX (A/C, No):
	E-MAIL ADDRESS: Azra.Bahtic@bbrown.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Charter Oak Fire Insurance Company	25615
INSURED John Mezzalingua Associates LLC 7645 Henry Clay Blvd Liverpool NY 13088	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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB3K810681	12/31/2022	12/31/2023	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Workers' Compensation:
Oregon Limits of Liability Endorsement #WC360306
$500,000 Bodily Injury by Accident/$500,000 Bodily Injury by Disease Policy Limit/$500,000 Bodily Injury by Disease Each Employee
Waiver of Our Right to Recover from Others Endorsement #WC000313
California Waiver of Our Right to Recover from Others Endorsement #WC990376
Texas Waiver of Our Right to Recover from Others Endorsement #WC420304

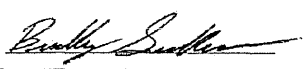
CERTIFICATE HOLDER

City of Syracuse Industrial Development Agency
One Park Place
300 South State St., Ste 700
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



Additional Named Insureds

Other Named Insureds

CSS Antenna LLC

JMA Tech Properties, LLC

John Mezzalingua Associates LLC

John Mezzalingua Associates Sales Holdings, LLC

Phazr Inc.

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-3K810681-20-I3-E

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 01-12-21 **ST ASSIGN:**

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 36 03 06 (00)

POLICY NUMBER: UB-3K810681-18-I3-G

OREGON LIMITS OF LIABILITY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Oregon is shown in Item 3.A. of the Information Page.

The limits of our liability under Part Two of the policy are:

Bodily Injury by Accident	$500,000	or the amount shown in Item 3.B. of the Information Page, whichever is greater, each accident
Bodily Injury by Disease	$500,000	or the amount shown in Item 3.B. of the Information Page, whichever is greater, policy limit
Bodily Injury by Disease	$500,000	or the amount shown in Item 3.B. of the Information Page, whichever is greater, each employee

This change applies to the insurance this policy provides for Oregon operations only.

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-3K810681-18-I3-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-3K810681-18-I3-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

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The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

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Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 01-08-19 **ST ASSIGN:**

015811

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 42 03 04 (B) – 001

POLICY NUMBER: UB-3K810681-18-I3-G

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

1. ☐ Specific Waiver

☒ Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described..

4. Advance Premium: $ SEE SCHEDULE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective _____ Policy No. _____ Endorsement No. _____
Insured _____ Premium _____

Insurance Company _____ Countersigned by _____

DATE OF ISSUE: 01-08-19 ST ASSIGN:

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 42 03 04 (B) – 001

POLICY NUMBER: UB-3K810681-20-I3-E

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

1. ☐ Specific Waiver

☒ Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described..

4. Advance Premium: $ SEE SCHEDULE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

DATE OF ISSUE: 01-12-21 ST ASSIGN:

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-3K810681-20-I3-E

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT

THIS ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT (the "***Agreement***") is made as of the 21st day of December, 2023 by **JMA TECH PROPERTIES, 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 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. (094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St. & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York, as more fully described on Schedule A annexed hereto (collectively, the "***Land***"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities, as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (collectively, the "***Facility***"); (iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, construction, 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 has agreed, as part of the Project, to remediate the Land as required to qualify for brownfield tax credits and to New York State applicable standards; and

WHEREAS, the Company requested the Agency appoint the Company its preferred developer to acquire, remediate and complete the Project and on September 27, 2022 the Agency authorized the appointment of the Company as its preferred developer for these purposes and the parties executed and delivered the preferred developer agreement, dated August 1, 2022 (the "***PDA***"); and

WHEREAS, the Company and the Agency each attempted to acquire certain parcels of land included in the Project; namely, 225 West Taylor Street (094-04-01), 201-07 West Taylor Street (094-04-02), 521-27 Oneida Street (094-04-20) and 517 Oneida Street (094-04-21) collectively, the "***Acquired Parcels***") through negotiated sale from the land owner to no avail; and

WHEREAS, following the unsuccessful attempts to obtain title to the Acquired Parcels by negotiated sale, and by resolution dated January 24, 2023 authorizing same, the Agency obtained title to the Acquired Parcels through an eminent domain action and filed the Order of Condemnation dated March 14, 2023; and

WHEREAS, on April 11, 2023 the Agency filed its acquisition map with the Onondaga County Clerk transferring fee title to the Acquired Parcels to the Company in accordance with the PDA; and

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, underground storage tanks, 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 or within any ground water, 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.

(c) All environmental permits necessary for the remediation, the acquisition, construction, equipping, use or operation of the Project Facility have been obtained and are in full force and effect.

(d) No event has occurred with respect to the Project Facility which, with the passage of time or the giving of notice, or both, would constitute a violation of any applicable Hazardous Waste Law or non-compliance with any environmental permit.

(e) There are no agreements, consent orders, decrees, judgments, license or permit conditions or other orders or directives of any federal, state or local court, governmental agency or authority relating to the past, present or future ownership, use operation, sale, transfer or conveyance of the Project Facility which require any change in the present condition of the Project Facility or any work, repairs, construction, containment, clean-up, investigations, studies, removal or other remedial action or capital expenditures with respect to the Project Facility.

(f) There are no actions, suits, claims or proceedings, pending or threatened, which could cause the incurrence of expenses or costs of any name or description or which seek money damages, injunctive relief, remedial action or any other remedy that arise out of, relate to or result from (i) a violation or alleged violation of any applicable Hazardous Waste Law or non-compliance or alleged non-compliance with any Environmental Permit, (ii) the presence of any Hazardous Substance or a Release[1] or the threat of a Release of any Hazardous Substance on, at or from the Land or any property adjacent to or within the immediate vicinity of the Land or (iii) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arise from the condition of the Land or the ownership, use operation, sale, transfer or conveyance thereof.

3. **Covenants.**

(a) The Company shall remediate the Land in accordance with applicable New York State requirements and to obtain brownfield tax credits and shall keep, and shall cause all operators, tenants, subtenants, licensees and occupants of the Project Facility to keep, the Project Facility free of all Hazardous Substances and shall not cause or permit the Project Facility or any part thereof to be used for the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substances.

(b) Indemnitor shall comply with, and shall cause all operators, tenants, subtenants, licenses and occupants of the Land to comply with, all applicable Hazardous Waste Laws, and

[1] as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), and the regulations promulgated thereunder.

shall obtain and comply with, and shall cause all operators, tenants, subtenants, licensees and occupants of the Land to obtain and comply with, all environmental permits.

(c) 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.

(d) Indemnitor shall undertake and complete all investigations, studies, sampling and testing and all removal and other remedial actions necessary to contain, remove and clean up all Hazardous Substances that are determined to be present at the Land in accordance with all applicable Hazardous Waste Laws and all environmental permits.

(e) Indemnitor shall at all times allow the Agency and its officers, employees, agents, representatives, contractors and subcontractors reasonable access to the Land for purposes of ascertaining site conditions, including, but not limited to, subsurface conditions.

(f) If at any time the Agency obtains any evidence or information which suggests that potential environmental problems may exist at the Land, the Agency may require that a full or supplemental environmental inspection and audit report with respect to the Land of a scope and level of detail satisfactory to the Agency be prepared by an environmental engineer or other qualified person acceptable to the Agency, at the Company's expense. Said audit may include a physical inspection of the Land, a visual inspection of any property adjacent to or within the immediate vicinity of the Project Facility, personnel interviews and a review of all environmental permits. If the Agency requires, such inspection shall also include a records search and/or subsurface testing for the presence of Hazardous Substances in the soil, subsoil, bedrock, surface water and/or ground water. If said audit report indicates the presence of any Hazardous Substance or a Release or the threat of a Release of any Hazardous Substances on, at or from the Land, the Company shall promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, clean-up and other remedial actions, using methods recommended by the engineer or other person who prepared said audit report and acceptable to the appropriate federal, state and local agencies or authorities.

4. **Indemnity.**

(a) Indemnitor, at its sole cost and expense, shall at all times indemnify and hold harmless Agency against and from any and all claims, suits, actions, claims, debts, damages, liabilities, costs, losses, obligations, judgments, charges and expenses, of any nature whatsoever suffered or incurred by Agency (including, without limitation, attorneys' and experts' fees for attorneys and experts selected by the Agency, expenses and disbursements), 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 or arising out of:

(i) 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;

(ii) 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;

(iii) 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;

(iv) the failure to promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, clean-up and other remedial actions with respect to a Release or the threat of a Release of any Hazardous Substance on, at or from the Project Facility;

(v) non-compliance with any environmental permit; and/or

(vi) 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) The liability of the Company to the Agency shall be perpetual and shall survive, and shall in no way be limited, abridged, impaired or otherwise affected by: (i) any amendment or modification of any of the Company Documents; (ii) the release of the Company or any guarantor of any of the indebtedness associated with the Financial Assistance, or any other person, from the performance or observance of any of the agreements, covenants, terms or

conditions contained in any of the Company Documents by operation of law, the lender's or Agency's voluntary act or otherwise; (iii) the invalidity or unenforceability of any of the terms or provisions of the Company Documents or the Agency Documents; (iv) any exculpatory provision contained in any of the Agency's Documents limiting the lender's or the Agency's recourse to property encumbered by a mortgage or to any other security; (v) any applicable statute of limitations; (vi) any investigation or inquiry conducted by or on the behalf of the Agency or any information which the Agency may have or obtain with respect to the environmental or ecological condition of the Project Facility; (vii) the sale or assignment of any indebtedness associated with the Financial Assistance or the Mortgage or the foreclosure of any Mortgage; (viii) the sale, transfer or conveyance of all or part of the Project Facility or the Company Documents; (ix) the dissolution or liquidation of the Company; (x) the death or legal incapacity of any Indemnitor; (xi) the release or discharge, in whole or in part, of the Company or any Indemnitor in any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding; (xii) any other circumstances which might otherwise constitute a legal or equitable release or discharge, in whole or in part, of the Company under any bond, note or mortgage entered into in connection with the Financial Assistance or of any Indemnitor under this Agreement or any Company Document; (xiii) the expiration or termination of the Company Lease and/or the Agency Lease between the Agency and the Company or any other person with respect to the Financial Assistance; or (xiv) the reconveyance of title to the Project Facility, or any portion thereof, by the Agency to the Company or any other person, whether in accordance with the terms of the Agency Lease, by foreclosure or deed in lieu of foreclosure, sale or otherwise.

(d) 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. **Agency's Limited Role**: Under no circumstances shall the Agency's limited involvement herein be deemed to be (because it is not) participating in the management or participating in the development of the Project Facility as those terms are used in New York Environmental Conservation Law ("ECL") Section 27-1323. The Agency's limited involvement herein resulted from its acquiring a nominal interest in the Project Facility in the exercise of its statutory purposes and for no, other reason, and such acquisition was undertaken under circumstances where it amounts to an involuntary acquisition as that term is defined under ECL Section 27-1323.

10. **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.

9. **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.

12. **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.

10. **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.

14. **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
One Park Place
300 South State Street, Suite 700
Syracuse, New York 13202
Attention: Chair

With a copy to:

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

and

Bousquet Holstein PLLC
110 West Fayette Street, Suite 1000
Syracuse, New York 13202
Attn: Susan R. Katzoff, Esq.

(b) To the Company:

JMA Tech Properties, LLC
P.O. Box 678
Liverpool, New York 13088
Attn: Dino Peios, Vice President Finance

With a copy to:

Costello, Cooney & Fearon PLLC
211 West Jefferson Street, Suite 1
Syracuse, New York 13202
Attn: Robert J. Smith, 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.

15. **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.

16. **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.

17. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall together constitute but one and the same instrument and shall be binding upon each of the undersigned as fully and completely as if all had signed the same instrument.

18. **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.

19. **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.

20. **Controlling Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Indemnitor has executed this Agreement as of the date first above written.

JMA TECH PROPERTIES, LLC

By: _____
Dino Peios, Vice President Finance

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

On the 6th day of December, in the year 2023 before me, the undersigned, a notary public in and for said state, personally appeared **Dino Peios**, 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.

FRITZIE C KORTHAS
Notary Public, State of New York
No. 01KO6283418
Qualified in Onondaga County
Commission Expires June 03, 2025

_____
Notary Public

SCHEDULE "A"
LEGAL DESCRIPTION

NEW LOT No. 1000

JMA WIRELESS

CITY OF SYRACUSE

ONONDAGA COUNTY

All that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, being Block "D" in said City, being part of lands conveyed to JMA Tech Properties LLC by deeds recorded in the Onondaga County Clerk's Office as Instrument Nos. 2019-47774, 2019-48292, 2022-47214, 2023-13932, 2023-13966, 2023-13967, 2023-15523 and 2023-15558 and part of lands conveyed to Horizon Transport LLC by deed recorded in the Onondaga County Clerk's Office in Book 5367 of Deeds at page 939, bounded and described as follows:

Beginning at a point in the northerly boundary of Tallman Street at its intersection with the easterly boundary of Oneida Street; running thence N1° 02' 00"E along said easterly boundary of Oneida Street, a distance of 809.14 feet to the southerly boundary of West Taylor Street; thence N78° 44' 00"E along said southerly boundary of West Taylor Street, a distance of 284.89 feet to a point in the westerly boundary of South Clinton Street Formerly; thence southerly along said westerly boundary of South Clinton Street Formerly the following courses and distances: 1) S12° 55' 00"E, 606.08 feet; 2) S21° 00' 20"W, 299.66 feet to a point in said northerly boundary of Tallman Street; thence N88° 57' 50"W along said northerly boundary of Tallman Street, a distance of 322.11 feet to the point of beginning.

Subject to easements and restrictions of record.

SCHEDULE "B"

EXCEPTIONS

The real property located at (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. (094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St. & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York will be included within a Brownfield Cleanup Program through the New York State Department of Environmental Conservation and the Company has reason to believe that some or all of the parcels contain or may contain some contaminants which will be identified on the Site Record of the NYS Department of Environmental Conservation. The exact contaminants, contamination levels or locations on any given parcel are not known at this time.

CLOSING RECEIPT

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
LEASE/SUBLEASE TRANSACTION
JMA TECH PROPERTIES, LLC PROJECT 2

CLOSING RECEIPT executed December 21, 2023 by the City of Syracuse Industrial Development Agency (the "***Agency***") and JMA Tech Properties, LLC (the "***Company***") in connection with a certain project (the "***Project***") consisting of: (A)(i) the acquisition of an interest in approximately 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. (094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St. & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York (collectively, the "***Land***"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities, as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (collectively, the "***Facility***"); (iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, construction, 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.

W I T N E S S E T H :

(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.

(Signature page to Closing Receipt)

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

JMA TECH PROPERTIES, LLC

By: _____
Dino Peios, Vice President Finance

(Signature page to Closing Receipt)

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By:_____
Eric Ennis, Executive Director

JMA TECH PROPERTIES, LLC

By: _____
Dino Peios, Vice President Finance

City of Syracuse
Industrial Development Agency
One Park Place
300 South State Street, Suite 700
Syracuse, New York 13202
Tel (315) 448-8100 Fax (315) 435-3669

December 12, 2023

JMA Tech Properties, LLC
140 Cortland Avenue
Syracuse, New York 13202
Attn: Dino Peios, Vice President Finance

Re: City of Syracuse Industrial Development Agency
JMA Tech Properties, LLC Project 2
Sales Tax Appointment Letter

Dear Mr. Peios:

Pursuant to a resolution duly adopted on November 22, 2022, the City of Syracuse Industrial Development Agency (the "***Agency***") appointed JMA Tech Properties, 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 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. (094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St. & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York (collectively, the "***Land***"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities, as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the

Land (collectively, the "***Facility***"); (iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, construction, 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 $1,550,000.

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 December 7, 2023 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 December 7, 2023, 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***").

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 **May 31, 2026** 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: _____
Eric Ennis, Executive Director

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

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

IDA information

Name of IDA			IDA project number (use OSC numbering system for projects after 1998)
City of Syracuse Industrial Development Agency			31022305
Street address			Telephone number
One Park Place, 300 South State Street, 7th Floor			(315) 448-8100
City	State	ZIP code	Email address *(optional)*
Syracuse	NY	13202	

Project operator or agent information

Name of IDA project operator or agent			Mark an X in the box if directly appointed by the IDA: ☒	Employer identification or Social Security number
JMA Tech Properties, LLC				84-3332852
Street address			Telephone number	Primary operator or agent?
140 Cortland Avenue			(315) 432-5087	Yes ☒ No ☐
City	State	ZIP code	Email address (optional)	
Syracuse	NY	13202		

Project information

Name of project			
JMA Tech Properties, LLC Project 2			
Street address of project site			
see ** below			
City	State	ZIP code	Email address (optional)
Syracuse	NY	13202	

Purpose of project

other - commercial

**(a) 225 Taylor St. W & Oneida St.; (b) 201-07 Taylor St. W & Clinton St.; (c) 1010 Clinton St.; (d) 1022 Clinton St.; (e) 1054 Clinton St.; (f) 1074 Clinton St.; (g) 228 Tallman St.; (h) 232 Tallman St.; (i) 1080-82 Clinton St.; (j) 222-24 Tallman St & Clinton St S.; (k) 226 Tallman St.; (l) 240 ½ Tallman St.; (m) 242-46 Tallman St.; (n) 252-54 Tallman St. & Oneida St.; (o) 637-39 Oneida St.; (p) 629 Oneida St.; (q) 625 Oneida St.; (r) 619 Oneida St.; (s) 615 Oneida St.; (t) 609-11 Oneida St.; (u) 605-607 Oneida St.; (v) 601-603 Oneida St.; (w) 521-527 Oneida St; and (x) 517 Oneida St

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 and around the Project Facility

Date project operator or agent appointed *(mmddyy)*	Date project operator or agent status ends *(mmddyy)*	Mark an X in the box if this is an extension to an original project: ☐
122123	053126	

Estimated value of goods and services that will be exempt from New York State and local sales and use tax:	Estimated value of New York State and local sales and use tax exemption provided:
19,375,000.00	1,550,000.00

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	Print title		
Eric Ennis	Executive Director		
Signature		Date	Telephone number
		12/21/23	(315) 448-8100

BOUSQUET HOLSTEIN PLLC

110 WEST FAYETTE STREET ▪ ONE LINCOLN CENTER ▪ SUITE 1000 ▪ SYRACUSE, NEW YORK 13202 ▪ PH: 315.422.1500 ▪ FX: 315.422.3549

December 21, 2023

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED
9589 0710 5270 0664 3725 26

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
JMA Tech Properties, LLC Project 2, IDA Project No. 31022305

Dear Ladies and Gentlemen:

Enclosed for filing on behalf of the City of Syracuse Industrial Development Agency, please find a form ST-60 in connection with the appointment by the IDA of JMA Tech Properties, LLC as its agent 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,

/s/ Susan R. Katzoff

Susan R. Katzoff

SRK:llm
Enclosure

6704957.1

SENDER: COMPLETE THIS SECTION

- 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.

1. Article Addressed to:

New York State Tax Department
IDA Unit
Building 8, Room 738
W.A. Harriman Campus
Albany, New York 12227

9590 9402 8300 3094 7545 53

2. Article Number (Transfer from service label)
9589 0710 5270 0664 3725 26

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Address

B. Received by (Printed Name) | C. Date of Delive

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No
ALBANY, NY 12227
DEC 2 6 REC'D

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restric Delivery
- ☐ Signature Confirmatior
- ☐ Signature Confirmatior Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Recei

9589 0710 5270 0664 3725 26

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $ 4.73
Postage
☐ Adult Signat
$
Total Postag
$
Sent To
Street and Ap
City, State, ZIP+4®

New York State Tax Department
IDA Unit
Building 8, Room 738
W.A. Harriman Campus
Albany, New York 12227

Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

City of Syracuse
Industrial Development Agency
One Park Place
300 South State Street, 7th Floor
Syracuse, NY 13202
Tel (315) 448-8100

November 15, 2023

VIA E-MAIL
dpeios@jmawireless.com

JMA Tech Properties, LLC
P.O. Box 678
Liverpool, New York 13088
Attn: Dino Peios, Vice President Finance

Re: City of Syracuse Industrial Development Agency
JMA Tech Properties, LLC Project 2

Dear Mr. Peios:

As you know, on or about November 18, 2023, JMA Tech Properties, LLC (the "***Company***") submitted an application to the City of Syracuse Industrial Development Agency (the "***Agency***") (the "***Application***"), requesting the Agency consider undertaking a project (the "***Project***") consisting of: (A)(i) the acquisition of an interest in approximately 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. (094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St. & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York (collectively, the "***Land***"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities (as it moves inventory to the new Smart Logistics Center) as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (the "***Facility***"); (iii) the

acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, construction, 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 is governed by the New York State General Municipal Law which, effective June 15, 2016, requires, pursuant to Section 859-a, among other things, that each project applicant affirm, *under penalty of perjury*, the estimated amount of benefits requested from the Agency.

To that end, attached hereto at **Exhibit "A"**, please find a PILOT benefit schedule reflecting the estimated real property tax benefits related to the Project, including an estimated savings valuation totaling **$2,253,808.47** to be realized by the Company over the fifteen (15) year term of the payment in lieu of taxes ("***PILOT***") agreement requested by the Company.

In addition, 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 $19,375,000 and therefore, the value of the State and local sales and use tax exemption benefits authorized and approved by the Agency cannot exceed **$1,550,000**; and (ii) the mortgage recording tax exemption approved by the Agency shall be approximately **$183,158** based upon the Company's estimation in its application that the principal amount of the mortgage on the Project will be approximately $24,421,044.

Before the Agency can confer the Financial Assistance, the Agency needs to receive back the signature of the Company on the affirmation below.

To that end, please review the foregoing and the enclosed PILOT Benefit Schedule. Unless you have any questions, please execute the verification below and have it notarized where indicated and return same to my attention immediately. This letter shall be deemed to be part of your Application.

Please feel free to contact me with any questions.

Very truly yours,

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

Enclosure

VERIFICATION

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

Dino Peios, deposes and says that: (i) he is the Vice President of Finance of JMA Tech Properties, LLC; (ii) he has the authority to bind the Company; (iii) he has read the foregoing letter outlining the Financial Assistance approved for the Project, including but not limited to the attached PILOT Benefit Schedule, knows the contents thereof, and acknowledges same and knows that the same is true, accurate and complete and incorporates same into the Application. All of the foregoing is subscribed and affirmed under the penalties of perjury.

Dino Peios

Sworn to before me this
21st day of November, 2023.

Notary Public

WENDY S. LOUGNOT
Notary Public in the State of New York
Qualified in Oswego County, No. 02LO6090224
My Commission Expires April 7, 2027

EXHIBIT A

PILOT BENEFIT SCHEDULE

Comparison	
Estimated 15-year Taxes w/o PILOT benefit	$4,332,631.34
Estimated 15-year PILOT Payments	$2,078,822.87
Estimated 15-year PILOT Savings	$2,253,808.47

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

and

JMA TECH PROPERTIES, LLC

PAYMENT IN LIEU OF TAX AGREEMENT

Dated as of: December 21, 2023

JMA TECH PROPERTIES, LLC
Federal Tax ID #: 84-3332852

JMA TECH PROPERTIES, LLC PROJECT 2

THIS PAYMENT IN LIEU OF TAX AGREEMENT, (this "***Agreement***") dated as of December 21, 2023 by and among the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation organized and existing under the laws of the State of New York (hereinafter referred to as the "***Agency***"), having an office at One Park Place 300 South State Street, Suite 700, Syracuse, New York 13202 and **JMA TECH PROPERTIES, LLC,** a limited liability company organized under the laws of the State of New York, with offices at 140 Cortland Avenue, Syracuse, New York 13202 (hereinafter referred to as the "***Company***").

W I T N E S S E T H:

WHEREAS, the New York State Industrial Development Agency Act, being Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of the State of New York, as amended (hereinafter referred to as the "***Enabling Act***") authorizes 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 furnish real and personal property, whether or not now in existence or under construction, which shall be suitable for, among others, 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 recreation opportunities, prosperity and standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease and to sell its projects, to charge and collect rent therefor, to issue its bonds or notes for the purpose of carrying out any of its corporate purposes and, as security for the payment of the principal and redemption price of, and interest on, any such bonds or notes, to mortgage any or all of its facilities and to pledge the revenues and receipts therefrom to the payment of such bonds or notes; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act, Chapter 641 of the 1979 Laws of the State of New York, as amended (said chapter and the Enabling Act being hereinafter collectively referred to as the "***Act***") created the Agency for the benefit of the City of Syracuse (hereinafter referred to as the "***Municipality***") and the inhabitants thereof; and

WHEREAS, the Agency, by Resolution adopted on November 21, 2023 (the "***Resolution***"), resolved to undertake the "***Project***" (as hereinafter defined); and

WHEREAS, the Project will consist of: (A)(i) the acquisition of an interest in approximately 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. (094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St. &

Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York (collectively, the "***Land***"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities, (as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (collectively, the "***Facility***"); (iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, construction, 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 requested the Agency appoint the Company its preferred developer to acquire, remediate and complete the Project and on September 27, 2022 the Agency authorized the appointment of the Company as its preferred developer and the parties executed and delivered a preferred developer agreement, dated August 1, 2022 (the "***PDA***"); and

WHEREAS, the Company and the Agency each attempted to acquire certain parcels of land included in the Project; namely, 225 West Taylor Street (094-04-01), 201-07 West Taylor Street (094-04-02), 521-27 Oneida Street (094-04-20) and 517 Oneida Street (094-04-21) collectively, the "***Acquired Parcels***") through negotiated sale from the land owner to no avail; and

WHEREAS, following the unsuccessful attempts to obtain title to the Acquired Parcels by negotiated sale, and by resolution dated January 24, 2023 authorizing same, the Agency obtained title to the Acquired Parcels through an eminent domain action via Order dated March 14, 2023 (the "***Condemnation Order***"); and

WHEREAS, on April 11, 2023 the Agency filed its acquisition map with the Onondaga County Clerk transferring fee title to the Acquired Parcels to the Company in accordance with the PDA and the Condemnation Order; and

WHEREAS, the Agency will lease the Land and Facility from the Company pursuant to that certain Company Lease Agreement dated as of December 21, 2023 (the "***Company Lease Agreement***"), between the Company and the Agency, obtain an interest in the Equipment pursuant to

a bill of sale dated as of December 21, 2023 from the Company (the "***Bill of Sale***"), and sublease the Project Facility back to the Company pursuant to that certain Agency Lease Agreement dated as of December 21, 2023 (the "***Agency Lease Agreement***"), between the Agency and the Company (the Company Lease Agreement, the Bill of Sale and the Agency Lease Agreement are hereinafter collectively referred to as the "***Lease Agreements***"); and

WHEREAS, under the present provisions of the Act and Section 412-a of the Real Property Tax Law of the State of New York, the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or control; and

WHEREAS, the Company shall pay 100% of real property taxes as if the Agency had no interest in the property and no available exemption during the construction and remediation period through the Completion Date before the fifteen (15) year abatement period commences; but in no event, shall the abatement period commence later than July 1, 2026.

NOW, THEREFORE, in consideration of the matters above recited, the parties hereto formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I
REPRESENTATIONS AND WARRANTIES

Section 1.00 Recitals.

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

Section 1.01. Representations and Warranties by Agency

The Agency does hereby represent and warrant as follows:

(a) Existence and Power. The Agency has been duly established under the provisions of the Act and has the power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) Intentions. The Agency intends to acquire a leasehold interest in the Project Facility from the Company and to sublease the Project Facility back to the Company, all pursuant to the provisions of the Lease Agreements.

(c) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State of New York to enter into this Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this Agreement and the consummation of the transactions herein contemplated.

(d) Validity. The Agency is not prohibited from entering into this Agreement and

performing all covenants and obligations on its part to be performed under and pursuant to this Agreement by the terms, conditions or provisions of the Act, any other law, any order of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound, and this Agreement is a legal, valid and binding obligation of the Agency enforceable in accordance with its terms.

Section 1.02. Representations and Warranties by Company

The Company does hereby represent and warrant as follows:

(a) Existence. The Company is a New York limited liability company duly organized, validly existing and in good standing under the laws of the State of New York.

(b) Authorization. The Company is authorized and has the power under the laws of the State of New York to enter into this Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement. The Company has duly authorized the execution, delivery and performance of the Lease Agreements, this Agreement, and the other Company Documents (as that term is defined in the Agency Lease), and the consummation of the transactions therein and herein contemplated. The Company is not prohibited from entering into this Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement by (and the execution, delivery and performance of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its Articles of Organization, Operating Agreement or any other restriction or any law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement will neither be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, nor result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing, and this Agreement is a legal, valid and binding obligation of the Company enforceable in accordance with its terms.

(c) Title. The Company has valid and marketable fee title to the Project Facility, free and clear of all liens and encumbrances except for Permitted Encumbrances (as defined in the Lease Agreements).

(d) Governmental Consent. No further consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Agreement by the Company or as a condition to the validity of this Agreement.

ARTICLE II
COVENANTS AND AGREEMENTS

Section 2.01. Tax-Exempt Status of the Project Facility

(a) Assessment of the Project Facility. Pursuant to the Act and Section 412-a of the Real Property Tax Law, the parties hereto understand that, upon acquisition of ownership or control of the Project Facility by the Agency, and for so long thereafter as the Agency shall own or control the Project Facility, the Project Facility shall be entitled to an exemption upon the first available assessment roll of the Municipality prepared subsequent to the acquisition by the Agency of ownership or control of the Project Facility. The time of commencement of the Agency's exemption shall be controlled by the Municipality's taxable status date, in conformity with Section 412-a of the Real Property Tax Law. The Company will be required to pay to the Municipality all taxes and assessments lawfully levied and/or assessed against the Project Facility, in spite of the Agency's actual ownership or control of the Project Facility, until the Project Facility shall be entitled to exempt status on the tax roll of the Municipality.

(b) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by the Act and Section 412-a of the Real Property Tax Law does not entitle the Agency to exemption from special assessments and special ad valorem levies. The Company will be required at all times to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Project Facility.

Section 2.02. Payments in Lieu of Taxes

(a) Agreement to Make Payments. The Company agrees that it shall make periodic payments in lieu of real property taxes in the amounts hereinafter provided and as set forth on **Exhibit "A"** attached hereto. The said payments due to the Agency hereunder shall be paid by the Company, to the Municipality, on behalf of the Agency, by check made payable to "*Commissioner of Finance*". The Company obligation shall exist for so long as the Agency retains an interest in the Project Facility. Upon receipt of the Company's payment, the Municipality, on behalf of the Agency, will disburse the pro rata portion of each payment to the County of Onondaga and the Municipality, or such other taxing jurisdiction, pursuant to the Act in proportion to the amount of real property tax and other taxes which would have been received by each affected taxing jurisdiction had the Project not been tax exempt due to the involvement of the Agency in the Project. The obligation to make the year 1 payment under **Exhibit "A"** shall commence on July 1, 2024. Notwithstanding the appearance of the Agency's exemption on the Municipality's tax roll for some or all of the 2023/2024 City and School portion of the real property tax due on the Land and Facility, the pro rata portion of the year 1 payment due for the City and School under **Exhibit "A"** shall be applied to amounts due for the 2024/2025 City and School tax year. The portion of the year 1 payment due for the County and Water District under **Exhibit "A"** shall be made, and remitted, at the same time as the year 1 payment for the City and School portion but shall be applied to amounts due to the County and Water District for the January 1, 2025 County tax year. Without regard to the Agency exemption, or any payments due hereunder, the Company shall continue paying real property tax through June 30, 2024 with respect to the City and School portion of the real property tax and through December

31, 2024 with respect to the County and Water District portion of the real property tax, based upon the assessment and the combined real property tax rate in effect for that period as if the Project Facility were privately owned and the Agency had no interest in the same. Exhibit "A" contains full payment of taxes, as if the Agency's interest and exemption were inapplicable during the construction and remediation period, with the actual 15 year *abatement* period starting with the July 1, 2026 City and School payment and January 1, 2027 County payment resulting in an abatement period of 15 years.

(b) Amount of Payments in Lieu of Taxes. Unless otherwise stated, the Company's agreed upon annual payment in lieu of tax hereunder shall be an amount determined by reference to **Exhibit "A"**, attached hereto and made a part hereof. The payments in lieu of tax due, as set forth in **Exhibit "A"**, include any real property tax exemptions that might be afforded to the Company if the Project Facility were owned by the Company and not the Agency. As consideration for the benefits conferred on the Company pursuant to this Agreement, the Company hereby agrees to be bound by any determination by the City of Syracuse Board of Assessment Review resulting from a review of the assessment pertaining to the Project Facility and/or Additional Property throughout the term of this Agreement. The Company hereby agrees to waive any and all right to challenge or contest in a court of law (a "***Legal Challenge***"), those payments or the basis for those payments due pursuant to Exhibit "A." It shall also be an event of default under Article IV of this Agreement should the Company bring a Legal Challenge on the Project Facility and/or Additional Property.

(c) Additional Amounts in Lieu of Taxes. Commencing on the first tax year following the date on which any structural addition shall be made to the Facilities, or any new or additional building shall be constructed on the real property described in **Exhibit "B"** that is in addition to the Facilities (such structural additions and additional buildings being hereinafter referred to as "***Additional Property***"), the Company agrees to make additional periodic payments in lieu of real property taxes (such additional payments being hereinafter collectively referred to as "***Additional Payments***") to the Municipality on behalf of the Agency with respect to such Additional Property. Such Additional Payments shall be computed as follows:

By multiplying (1) the value placed on such Additional Property, as value is determined by the Municipality's assessor by (2) the tax rate or rates of the Municipality that would be applicable to such Additional Property if such Additional Property were owned or controlled by the Company and not the Agency; and (3) then reducing the amount so determined by the amounts of any properly acquired tax exemptions that would be afforded to the Company by the Municipality for such Additional Property as if it was owned or controlled by the Company and not the Agency.

(d) Revaluation. In the event of a real property assessment revaluation by the Municipality, the Company shall continue to make its payments in accordance with this Agreement; however, in the event that Exhibit "A" is no longer in effect, but payments are still being made hereunder for any reason, (including, but not limited to, the Agency still having an interest in the Project Facility), and would be effected by revaluation, each year's payments subsequent to such revaluation shall be adjusted to properly reflect revaluation, it being the intent of the parties that the level of payments following revaluation shall be equal to those payments contemplated by this Agreement.

(e) Damage or Destruction. In the event that all or substantially all of the Project Facility is damaged or destroyed, the Company shall continue to make the payments required by this Agreement for as long as the Agency shall own or control the Project Facility, without regard to such damage or destruction.

(f) Time of Payments. The Company agrees to pay the amounts due the Agency hereunder to the Municipality for each year of this Agreement, within the period that the Municipality allows payment of taxes levied in such calendar year without penalty. The Company shall be entitled to receive receipts from the Municipality for such payments.

(g) Method of Payment. All payments by the Company hereunder shall be paid to the Municipality in lawful money of the United States of America, cash, money order or check.

Section 2.03. PILOT Statements

The Municipality and/or the Agency shall submit to the Company written semi-annual statements specifying the amount and due date or dates of any payments due to the Agency hereunder. Each semi-annual PILOT statement shall be submitted to the Company at the same time that tax statements/bills are mailed by the Municipality to the owners of privately owned property. Failure to receive a PILOT statement shall not relieve the Company of its obligation to make all payments provided for hereunder. If, for any reason, the Company does not receive an appropriate PILOT Statement, the Company shall have the responsibility and obligation to make all reasonable inquiries to the Municipality and the Agency and to have such a statement issued, and thereafter to make payment of the same no later than the due dates provided herein.

Section 2.04. Obligations of Agency

Requirement that Mortgagees Subordinate to Payments. The Agency and the Company agree that any mortgages on the Project Facility, given by either of them, shall provide that the rights of the mortgagees thereunder shall be subordinate to this Agreement and to the right of the Municipality to receive payments in lieu of taxes pursuant to Article II hereof.

Section 2.05. Company to Furnish Information

The Company agrees to promptly comply with the reporting and information requirements of the Agency and the Act, and to promptly furnish the applicable information required or requested by the Agency and/or the State of New York. The Company further agrees to assist the Agency with the preparation of any reports, or answer any inquiries, required by the State of New York in connection with the Act or the Agency's participation in the Project.

Section 2.06. Interest

(a) Agreement to Pay Interest on Missed Payments. If the Company shall fail to make any payment required by this Agreement when due, its obligation to make the payment so in default shall continue as an obligation of the Company until such payment in default shall have

been made in full, and the Company shall pay the same together with interest thereon, to the extent permitted by law, at the greater of: **(i) eighteen per cent (18%) per annum; or (ii) the rate per annum which would be payable if such amounts were delinquent taxes, until so paid in full.**

(b) Maximum Legal Rate. It is the intent of the Agency, the Municipality, and Company that in no event shall interest be payable at a rate in excess of the maximum rate permitted by applicable law (the "***Maximum Legal Rate***"). Solely to the extent necessary to prevent interest under this Agreement from exceeding the Maximum Legal Rate, any amount that would be treated as excessive under a final judicial interpretation of applicable law shall be deemed to have been a mistake and automatically canceled, and, if received by the Agency or Municipality, shall be refunded to the Company.

ARTICLE III
LIMITED OBLIGATION OF THE AGENCY

Section 3.01. No Recourse; Limited Obligation of the Agency

(a) No Recourse. All covenants, stipulations, promises, agreements and obligations of the Agency contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, director, officer, agent, servant or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this Agreement, or otherwise based on or in respect of this Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, director, officer, agent, servant or employee, as such, of the Agency or any successor public benefit corporation or political subdivision or any person executing this Agreement on behalf of the Agency, either directly or through the Agency or any successor public benefit corporation or political subdivision or any person so executing this Agreement. It is expressly understood that this Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, director, officer, agent, servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this Agreement under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom. Any and all such personal liability of, and any and all such rights and claims against, every such member, director, officer, agent, servant or employee under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Agreement.

(b) Limited Obligation. The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or the Municipality, and neither the State of New York nor the Municipality shall be liable thereon. Furthermore, 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.

(c) Further Limitation. Notwithstanding any provision of this Agreement to the

contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (i) the Agency shall have been requested to do so in writing by the Company and (ii) if compliance with such request is expected to result in the incurrence by the Agency (or any of its members, directors, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity satisfactory to the Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

ARTICLE IV
EVENTS OF DEFAULT

Section 4.01. Events of Default

Any one or more of the following events shall constitute an event of default under this Agreement, and the terms "***Event of Default***" or "***Default***" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure of the Company to pay any amount due and payable by it pursuant to this Agreement, the Lease Agreements or the Company Documents.

(b) Commencement by the Company of a Legal Challenge, as defined in Section 2.02(b), to those payments or the basis for those payments due pursuant to Exhibit "A."

(c) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed under this Agreement (other than as referred to in paragraph (a) above), and continuance of such failure for a period of thirty (30) days after written notice to the Company specifying the nature of such failure hereunder, or under the Lease Agreements, or any other Company Document, and the continuance of such failure for the duration of any applicable cure period set forth therein after receipt of any required notice thereunder.

(d) Any warranty, representation or other statement by or on behalf of the Company contained in this Agreement or the Lease Agreements shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Agreement or the Lease Agreements.

(e) The Company violates any federal, state or local environmental law or allows or causes any Hazardous Materials (as Hazardous Materials is defined and described in any federal, state or local law) to be released at, on, to, into or from the Project Facility, except as permitted by the Lease Agreements or within the terms and conditions of a permit, certificate, license or other written approval of an authorized governmental body, and fails to remedy such violation within thirty (30) days; or if such failure cannot be cured within thirty (30) days, fails to commence a cure within thirty (30) days and thereafter diligently prosecute the cure thereof.

(f) The occurrence of any Event of Default or Default under this Agreement, the Lease Agreements or any other Company Documents.

(g) Failure of the Company to commence and complete the Project Facility on or before the Completion Date as set forth in the Agency Lease.

Section 4.02. Remedies on Company Default

Whenever any Event of Default under Section 4.01 shall have occurred and be continuing with respect to this Agreement, and/or the Company shall be in default under the Lease Agreements or any Company Document, the Agency may take whatever action at law or in equity, including but not limited to recapture in accordance with the Agency's Recapture Policy dated June 21, 2016 or pursuant to the terms of any Company Document, following applicable notice, as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Agreement, the Lease Agreements and/or the Company Documents. Notwithstanding anything herein to the contrary, if the Lease Agreements are terminated for any reason, this Agreement shall automatically terminate without any further notice or action required hereunder and the Project Facility shall immediately become taxable and revert to the tax roll.

The payment schedule contained in Exhibit "A" is for the benefit of the Company and its Project Facility. In the event that the Company defaults hereunder, and the Lease Agreements cannot be terminated, and/or the Agency's participation in the Project and this Agreement is not or cannot be terminated, the Company, or any assignee, or successor shall no longer be entitled to make payments under this Agreement pursuant to Exhibit "A". In such an event, payments shall be made hereunder, for any remaining term of this Agreement, as if the Project Facility was privately owned and assessed and without any further regard to Exhibit "A".

Section 4.03. Recording of Lease Terminations and Other Documents

Whenever any Event of Default under Sections 4.01 shall have occurred and be continuing with respect to this Agreement or the Lease Agreements, the Agency may, upon notice to the Company provided for in this Agreement or the Lease Agreements, if any, terminate the Lease Agreements and record such termination or other necessary documents in the Onondaga County Clerk's Office, terminating the Agency's interest in the Project Facility thereby terminating this Agreement.

The recording of such a termination and any other documentation shall constitute delivery to, and acceptance of such, by the Company. In order to facilitate such a termination, the Company hereby appoints the Chair or the Vice Chair of the Agency as its agent for the purpose of executing and delivering all documents necessary to allow such termination by the Agency.

In the event that the Lease Agreements, for any reason, are extended by their terms, or for any reason this Agreement expires or terminates, but the Agency retains an interest or remains in title to the Project Facility, the Company shall continue to make payments in lieu of taxes to the Municipality, on behalf of the Agency, for as long as the Agency retains an interest in, or remains in title to, the Project Facility in accordance with Exhibit "A". Those payments shall be the equivalent of the real

property taxes that would be due on the Project Facility if it were owned by the Company and the Agency had no interest therein. It is the intention of the parties hereto, that for so long as the Agency shall possess title to, or an interest in, the Property, the Company, or any permitted successors or assigns, shall make payments in lieu of taxes to the Municipality, on behalf of the Agency, that are either based upon Exhibit "A", or if Exhibit "A" is no longer applicable for any reason, are the equivalent of the real property taxes that would be due and owing if the Project Facility were privately owned and the Agency had no interest therein.

Section 4.04. Payment of Attorney's Fees and Expenses

If the Company should default in performing any of its obligations, covenants and agreements under this Agreement and the Agency or the Municipality should employ attorneys (whether in-house or outside counsel) or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency and/or the Municipality the reasonable fees and disbursements of such attorneys and such other reasonable expenses so incurred.

Furthermore, should the Company bring a Legal Challenge on the Project Facility and/or Additional Property during the term of this Agreement, and the Agency and/or the Municipality waives its right to declare a default under this Agreement in regard to such Legal Challenge, or such Legal Challenge is determined not to be a default of this Agreement by any Court of competent jurisdiction, the Company agrees that in the event that the Company is unsuccessful in its Legal Challenge, it will, on demand, pay to the Agency and/or the Municipality the reasonable fees and disbursements of any attorneys employed (whether in-house or outside counsel) for the defense of such Legal Challenge as well as such other reasonable expenses so incurred.

Section 4.05. Remedies; Waiver and Notice

(a) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(b) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(c) Notice Not Required. In order to entitle the Agency to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Agreement.

(d) No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver

shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

(e) Recapture. Seek to recover all or some of the Recapture Amount in accordance with the Agency's Recapture Policy, the Agency Lease, the Project Agreement and this PILOT Agreement.

ARTICLE V
MISCELLANEOUS

Section 5.01. Term of Agreement

(a) General. This Agreement shall become effective and the obligations of the Agency and the Company shall arise absolutely and unconditionally upon the execution and delivery of this Agreement. This Agreement shall terminate on the earliest to occur of: (i) the same date that the Agency Lease Agreement terminates; (ii) on any earlier date permitted under the Agency Lease Agreement; or (iii) upon the expiration on **June 30, 2041**, of the PILOT Schedule set forth in **Exhibit "A"** hereto. In the event of a termination of the Agency's interest in the Project Facility, the Company's payments due hereunder shall be pro-rated to the extent necessary to allow the Municipality to issue a supplemental PILOT Statement based upon the Agency's transfer of ownership or control of the Project Facility to the Company, and the loss of the Agency's tax exemption on the said Project Facility.

(b) Conflict. In the event of a conflict between this Agreement or any of its terms on the one hand, and the Lease Agreements or any other Project documents on the other hand, the provisions most favorable to the Agency shall govern. The Agency and the Company agree that the Agency's participation in this Agreement is for the benefit of the Company and that the Municipality must receive payments from the Company hereunder, during the entire term of this Agreement and/or the Agency's ownership or control of the Project Facility.

Section 5.02. Company Acts

Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

Section 5.03. Amendment of Agreement

This Agreement may not be amended, changed, modified or altered unless such amendment, change, modification or alteration is in writing and signed by the Agency and the Company.

Section 5.04. Notices

All notices, certificates or 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
One Park Place
300 South State Street, Suite 700
Syracuse, New York 13202
Attention: Chairman

With a copy to:

Bousquet Holstein PLLC
110 West Fayette Street, Suite 1000
Syracuse, New York 13202
Attn: Susan R. Katzoff, Esq.

And to:
Corporation Counsel
City of Syracuse
233 East Washington Street, Room 300
Syracuse, New York 13202

(b) To the Company:
JMA Tech Properties, LLC
P.O. Box 678
Liverpool, New York 13088
Attn: Dino Peios, Vice President Finance

With a copy to:
Costello, Cooney & Fearon PLLC
211 West Jefferson Street, Suite 1
Syracuse, New York 13202
Attn: Robert J. Smith, Esq.

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

Section 5.05. Binding Effect

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

Section 5.06. Severability

If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

Section 5.07. Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.08. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Venue of any action or proceeding brought hereunder shall be in the State or Federal Courts located in Onondaga County, New York.

Section 5.09. Assignment

This Agreement may not be assigned by the Company without the prior written consent of the Agency.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agency and Company have caused this Agreement to be executed in their respective names on the date first above written and the Company hereby acknowledges receipt and review of this Agreement, and consents to, and approves of, the terms and provisions contained herein.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

JMA TECH PROPERTIES, LLC

By: _____
Dino Peios, Vice President, Finance

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 7th day of December, in the year 2023, before me the undersigned, a Notary Public in and for said state, personally appeared **Eric Ennis**, 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 he 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, 2026

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the _____ day of December, in the year 2023, before me the undersigned, a notary public in and for said state, personally appeared **Dino Peios**, 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 he person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

IN WITNESS WHEREOF, the Agency and Company have caused this Agreement to be executed in their respective names on the date first above written and the Company hereby acknowledges receipt and review of this Agreement, and consents to, and approves of, the terms and provisions contained herein.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

JMA TECH PROPERTIES, LLC

By: _____
Dino Peios, Vice President, Finance

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

On the _____ day of December, in the year 2023, before me the undersigned, a Notary Public in and for said state, personally appeared **Eric Ennis**, 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 he person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the 6th day of December, in the year 2023, before me the undersigned, a notary public in and for said state, personally appeared **Dino Peios**, 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 he person upon behalf of which the individual acted, executed the instrument.

FRITZIE C KORTHAS
Notary Public, State of New York
No. 01KO6283418
Qualified in Onondaga County
Commission Expires June 03, 20 25

Fritzie C. Korthas
Notary Public

EXHIBIT "A"

PILOT SCHEDULE

Total Annual Payment

Year	*Amount*
1	FULL TAXES
2	FULL TAXES
3	$82,804.42*
4	$84,460.51
5	$86,149.72
6	$87,872.71
7	$89,630.17
8	$91,422.77
9	$93,251.23
10	$95,116.25
11	$97,018.58
12	$98,958.95
13	$141,831.01
14	$186,378.37
15	$232,650.89
161	$280,699.76
17	$330,577.53
Total	$2,078,822.87

*the Company shall pay 100% of real property taxes as if the Agency had no interest in the property and no available exemption during the construction and remediation period in the first two years of the above schedule before the fifteen (15) year abatement period commences in year three of the above schedule.

EXHIBIT "B"

LEGAL DESCRIPTION

NEW LOT No. 1000

JMA WIRELESS

CITY OF SYRACUSE

ONONDAGA COUNTY

All that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, being Block "D" in said City, being part of lands conveyed to JMA Tech Properties LLC by deeds recorded in the Onondaga County Clerk's Office as Instrument Nos. 2019-47774, 2019-48292, 2022-47214, 2023-13932, 2023-13966, 2023-13967, 2023-15523 and 2023-15558 and part of lands conveyed to Horizon Transport LLC by deed recorded in the Onondaga County Clerk's Office in Book 5367 of Deeds at page 939, bounded and described as follows:

Beginning at a point in the northerly boundary of Tallman Street at its intersection with the easterly boundary of Oneida Street; running thence N1° 02' 00"E along said easterly boundary of Oneida Street, a distance of 809.14 feet to the southerly boundary of West Taylor Street; thence N78° 44' 00"E along said southerly boundary of West Taylor Street, a distance of 284.89 feet to a point in the westerly boundary of South Clinton Street Formerly; thence southerly along said westerly boundary of South Clinton Street Formerly the following courses and distances: 1) S12° 55' 00"E, 606.08 feet; 2) S21° 00' 20"W, 299.66 feet to a point in said northerly boundary of Tallman Street; thence N88° 57' 50"W along said northerly boundary of Tallman Street, a distance of 322.11 feet to the point of beginning.

Subject to easements and restrictions of record.

NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

RP-412-a (1/95)

RECEIVED
DEC 28 2023
By

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name City of Syracuse Industrial Development Agency
Street One Park Place, 300 South State St., Ste 700
City Syracuse
Telephone no. Day (315) 448-8100
Evening ( ) N/A
Contact Eric Ennis
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)
(If more than one occupant attach separate listing)

Name JMA Tech Properties, LLC
Street 140 Cortland Avenue
City Syracuse
Telephone no. Day (315) 432-5087
Evening ( ) N/A
Contact Dino Peios
Title VP Finance

3. DESCRIPTION OF PARCEL

a. Assessment roll description (tax map no.,/roll year) see Schedule A
b. Street address see Schedule A
c. City, Town or Village Syracuse
d. School District Syracuse
e. County Onondaga
f. Current assessment see Schedule A
g. Deed to IDA (date recorded; liber and page) N/A lease/leaseback agreement - see Schedule A

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

a. Brief description (include property use) construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking
b. Type of construction steel/wood
c. Square footage 6 acres
d. Total cost $24,421,044
e. Date construction commenced Est. May 2024
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) June 30, 2041

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION
(Attach copy of the agreement or extract of the terms relating to the project).

a. Formula for payment See attached PILOT Agreement
b. Projected expiration date of agreement June 30, 2041

c. Municipal corporations to which payments will be made

	Yes	No
County Onondaga	☑	☐
Town/City Syracuse	☑	☐
Village	☐	☑
School District Syracuse	☑	☐

d. Person or entity responsible for payment

Name JMA Tech Properties, LLC
Title Dino Peios, VP Finance

Address 140 Cortland Ave.
Syracuse, NY 13041

e. Is the IDA the owner of the property? ☐ Yes ☑ No (check one)
If "No" identify owner and explain IDA rights or interest in an attached statement. See Schedule A

Telephone 315-432-5087

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) ☐ Yes ☑ No

If yes, list the statutory exemption reference and assessment roll year on which granted:
exemption _____ assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on 12/28/23 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Eric Ennis (Name), Executive Director (Title) of City of Syracuse Industrial Development Agency (Organization) hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

12-7-23
Date

Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
3a. Agreement (or extract) date _____
3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption $ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

_____

_____

_____
Date

_____
Assessor's signature

SCHEDULE "A"

Response to Item 3.a, b and f:

ROLL YEAR	TAX MAP #	STREET ADDRESS	CURRENT ASSESSMENT
2023	094.-04-01.0	225 Taylor St. W & Oneida St.	$65,000
2023	094.-04-02.0	201-07 Taylor St. W & Clinton St.	$230,000
2023	094.-04-03.0	1010 Clinton St.	$45,000
2023	094.-04-04.0	1022 Clinton St.	$43,000
2023	094.-04-05.1	1054 Clinton St.	$450,000
2023	094.-04-05.2	1074 Clinton St.	$475,000
2023	094.-04-05.3	228 Tallman St.	$32,000
2023	094.-04-05.4	232 Tallman St.	$35,000
2023	094.-04-06.0	1080-82 Clinton St.	$14,000
2023	094.-04-07.0	222-24 Tallman St & Clinton St S.	$20,000
2023	094.-04-08.0	226 Tallman St.	$27,000
2023	094.-04-09.0	240 ½ Tallman St.	$25,000
2023	094.-04-10.0	242-46 Tallman St.	$39,000
2023	094.-04-11.0	252-54 Tallman St. & Oneida St.	$16,000
2023	094.-04-12.0	637-39 Oneida St.	$16,000
2023	094.-04-13.0	629 Oneida St.	$12,000
2023	094.-04-14.0	625 Oneida St.	$27,000
2023	094.-04-15.0	619 Oneida St.	$320,000
2023	094.-04-16.0	615 Oneida St.	$19,000
2023	094.-04-17.0	609-11 Oneida St.	$19,000
2023	094.-04-18.0	605-607 Oneida St.	$19,000
2023	094.-04-19.0	601-603 Oneida St.	$19,000
2023	094.-04-20.0	521-527 Oneida Street	$50,000
2023	094.-04-21.0	517 Oneida Street	$50,000

Response to Item 3.g *Deed to IDA*: Memorandum of Company Lease and Memorandum of Agency Lease, both dated as of December 21, 2023, were each recorded in the office of the Clerk of Onondaga County on December 27, 2023 as Instrument No. 2023 -00042792 and Instrument No. 2023-00042793, respectively.

Response to Item 5.e. *Is the IDA the owner of the property*?
No. The City of Syracuse Industrial Development Agency has a leasehold interest in the subject premises pursuant to a lease/leaseback arrangement as set forth in a certain Agency Lease and Company Lease each dated as of December 21, 2023, memorandums of which were filed as set forth above.

SCHEDULE "A"

Response to Item 3.a, b and f:

ROLL YEAR	TAX MAP #	STREET ADDRESS	CURRENT ASSESSMENT
2023	094.-04-01.0	225 Taylor St. W & Oneida St.	$65,000
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2023	094.-04-08.0	226 Tallman St.	$27,000
2023	094.-04-09.0	240 ½ Tallman St.	$25,000
2023	094.-04-10.0	242-46 Tallman St.	$39,000
2023	094.-04-11.0	252-54 Tallman St. & Oneida St.	$16,000
2023	094.-04-12.0	637-39 Oneida St.	$16,000
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2023	094.-04-19.0	601-603 Oneida St.	$19,000
2023	094.-04-20.0	521-527 Oneida Street	$50,000
2023	094.-04-21.0	517 Oneida Street	$50,000

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BOUSQUET HOLSTEIN PLLC

110 WEST FAYETTE STREET ▪ ONE LINCOLN CENTER ▪ SUITE 1000 ▪ SYRACUSE, NEW YORK 13202 ▪ PH: 315.422.1500 ▪ FX: 315.422.3549

December 28, 2023

VIA HAND DELIVERY

Matthew Oja, Commissioner of Assessment
City of Syracuse, Department of Assessment
Room 130, City Hall
233 East Washington Street
Syracuse, New York 13202

Re: City of Syracuse Industrial Development Agency
JMA Tech Properties, LLC Project 2

Dear Mr. Oja:

Enclosed herewith please find an original RP-412-a form attendant with the above-referenced Project, as well as a fully executed original PILOT Agreement, to be filed with your office.

Also enclosed for your file are fully executed copies of the Company Lease Agreement and the Agency Lease Agreement regarding this Project.

We have enclosed an extra copy of the RP-412-a and ask that you return same, filed-stamped, in the enclosed envelope provided.

If you have any questions regarding the foregoing, or require anything additional from us, please do not hesitate to contact me.

Very truly yours,

Susan R. Katzoff

SRK/llm
Enclosures

cc: ***Via Electronic Mail with Enclosures:***
Eric Ennis, Executive Director, City of Syracuse Industrial Development Agency
Hon. Benjamin Walsh
Hon. Ryan McMahon
Wendy Lougnot, Esq.

RECEIVED BY: _____
DATE: 12/28/23

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, the Mortgage, the PILOT Agreement 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 JMA Tech Properties, LLC (the "***Company***") consisting of: (A)(i) the acquisition of an interest in approximately 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. (094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St. & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York (collectively, the "***Land***"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities, as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (collectively, the "***Facility***"); (iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, construction, 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 December 21, 2023 (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:

Kathleen Murphy, Chair
Steven Thompson, Vice Chair
Rickey T. Brown, Secretary
Kenneth Kinsey, Treasurer
Dirk Sonneborn, 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. In accordance with Section 201 of the EDPL, on January 23, 2023, at 12:00 p.m., the Agency conducted a public hearing with respect to the acquisition of certain parcels of the Land; specifically, 225 West Taylor Street (094-04-01), 201-07 West Taylor Street (094-04-02), 521-27 Oneida Street (094-04-20) and 517 Oneida Street (094-04-21) (the "***Parcels***"), at the Salt City Market Community Room, 484 S. Salina St., City of Syracuse, Onondaga County, New York, to inform the public and to review the public use to be served by the Project and the impact thereof on the environment and residents of the City. A copy of the EDPL Public Hearing Notice is attached hereto at **Exhibit "D"**.

8. That a resolution authorizing staff to obtain appraisals on certain properties and permit negotiations regarding acquisition (the "***Authorizing Resolution***") was adopted by the Agency on September 27, 2022 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Authorizing Resolution is attached hereto at **Exhibit "E."**

9. 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 November 22, 2022 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 "F."**

10. That a resolution adopting determination and findings to acquire real property in furtherance of the Company's application (the "***Approving Resolution***") was adopted by the Agency on January 24, 2023 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Authorizing Resolution is attached hereto at **Exhibit "G."**

11. That a resolution classifying the Project as a Type 1 Action pursuant to SEQRA, declaring the Agency lead agency for purposes of a coordinated review thereunder and determining that the Project will not have a significant effect on the environment (the "***SEQRA Resolution***")

was adopted by the Agency on January 24, 2023 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 "H."**

12. On February 5, 2023, the Agency filed its eminent domain petition with respect to the Parcels. Respondent did not appear in opposition to the Petition and the Court granted the Agency's Petition on March 14, 2023. Thereafter, on April 12, 2023, the Agency filed its acquisition map with the Onondaga County Clerk thereby vesting fee title to the Parcels in the Agency. A copy of the Order is attached hereto at **Exhibit "I"**.

13. Attached hereto as **Exhibit "J"** 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 21, 2023, 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 November 2, 2023.

14. That a resolution approving the undertaking of the acquisition, construction and equipping of the Project, appointing the Company as agent of the Agency for the purpose of the acquisition, construction and equipping 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 November 21, 2023 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 "K."**

15. That a resolution approving a payment in lieu of tax schedule and authorizing the execution and delivery of certain documents by the Agency in connection with the Project was adopted by the Agency on November 21, 2023 (the "***PILOT Resolution***") and remained in full force and effect and has not been rescinded, repealed or modified. A copy of the PILOT Inducement Resolution is attached hereto to **Exhibit "L".**

16. 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 November 21, 2023 (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 "M"**.

17. 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.

18. 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.

19. 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.

20. 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 SEQRA Resolution, the Inducement Resolution, the PILOT Resolution, the Final Approving Resolution, the Project Agreement, the Company Lease, the Agency Lease, the PILOT Agreement 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.

21. December 21, 2023 has been duly designated as the date for the Closing.

22. 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.

23. In accordance with the Act, the Agency has determined:

(a) to assist the Company's acquisition, construction, 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, construction, equipping and completion of the Project Facility and to authorize the Company to appoint additional agents;

(d) that the Project will promote employment opportunities and prevent economic deterioration in the City by the preservation and/or the creation of both full and part-time jobs; 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.

24. That I did officially cause all certificates necessary for the granting of the Financial Assistance 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.

25. 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 Eric Ennis, 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;

(c) an Agency Lease from the Agency to the Company pursuant to which the Agency agrees to sublease the Project Facility to the Company;

(d) a PILOT Agreement by and between the Agency and the Company.

26. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS, as of the 21st day of December, 2023.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, 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

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~~ 11th, 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

FILED JUL 20 1979

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 February 25, 2020.

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 06/19

OFFICE OF THE MAYOR

MAYOR BEN WALSH

FILED
STATE RECORDS

FEB 04 2019

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:

Ms. Kathleen Murphy - Member/Chair

The following Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Officer of said Agency:

Ms. Kathleen Murphy - 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 17, 2020.

Ben Walsh
Mayor

Office of the Mayor
233 E. Washington St.
201 City Hall
Syracuse, N.Y. 13202

Office 315 448 8005
Fax 315 448 8067

www.syrgov.net

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.

Brendan Fitzgerald
Executive Deputy Secretary of State

Rev. 09/16

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

203 CITY HALL • SYRACUSE, N.Y. 13202-1473 • (315) 448-8005 • FAX: (315) 448-8067
Website: www.SyrGov.net

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.

Brendan Fitzgerald
Executive Deputy Secretary of State

Rev. 09/16

OFFICE OF THE MAYOR

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. 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.

Ben Walsh
Mayor, City of Syracuse

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Website: www.SyrGov.net

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 February 25, 2020.

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 06/19

OFFICE OF THE MAYOR

MAYOR BEN WALSH

FILED
STATE RECORDS
FEB 04 2019
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. Kenneth J. Kinsey - Member/Treasurer

The following Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Officer of said Agency:

Mr. Kenneth J. Kinsey - 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 17, 2020.

Office of the Mayor
233 E. Washington St.
201 City Hall
Syracuse, N.Y. 13202

Office 315 448 8005
Fax 315 448 8067

www.syrgov.net

Ben Walsh
Mayor

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 February 25, 2020.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 06/19

OFFICE OF THE MAYOR

MAYOR BEN WALSH

FILED
STATE RECORDS
FEB 0 4 2019
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. Dirk Sonneborn - Member

The following Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Officer of said Agency:

Mr. Michael Frame - 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 17, 2020.

Office of the Mayor
233 E. Washington St.
201 City Hall
Syracuse, N.Y. 13202

Office 315 448 8005
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Ben Walsh
Mayor

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 NOTICE RE: EMINENT DOMAIN

LOCAL MARKETPLACE

NOTICE OF PUBLIC HEARING PLEASE TAKE NOTICE that the City of Syracuse Industrial Development Agency ("SIDA") will hold a Public Hearing, open to all persons, on January 23, 2023 at Salt City Market, 484 South Salina Street, Syracuse, New York, at 12:00 p.m. The public hearing is being held pursuant to Sections 201 - 204 of the New York State Eminent Domain Procedure Law ("EDPL") to consider the proposed acquisition by eminent domain of certain real property commonly known as 201-207 West Taylor Street, Tax Map Nos. 094.-04-02.0, 094.-04-01.0, 094.-04-20.0, and 094.-04-21.0, City of Syracuse, Onondaga County, and 623 Oneida Street, Tax Map Nos. 094.-04-15.0, 094.-04-09.0, 094.-04-10.0, 094.-04-11.0, 094.-04-12.0, 094.-04-13.0, 094.-04-14.0, and 094.-04-19.0, City of Syracuse, Onondaga County (the "Property") for the purpose of economic development, public health, well-being and other improvements that will benefit both the Near Westside Neighborhood and the entire City of Syracuse. The purposes of the public hearing are to review the public use to be served by the acquisition and the impact of the acquisition on the environment and residents of the locality where the Project is proposed to be constructed, pursuant to Article 2 of the EDPL, and to give all interested persons an opportunity to present oral or written statements and to submit other documents concerning the acquisition of property to be acquired. The proposed property acquisition involves the exercise by SIDA of its power of eminent domain, either with or without a negotiated agreement, to all or part of the property described as follows:

Reputed Owner Tax Map
Parcel Number Address

Jovan Aleksovi 094.-04-02.0 201-207 West
Horizon Transport LLC 094.-04-01.0 Taylor Street
094.-04-20.0
094.-04-21.0

Rodney Tyler
Green Horizons Environmental
094.-04-15.0 623 Oneida Street
094.-04-09.0
094.-04-10.0
094.-04-11.0
094.-04-12.0
094.-04-13.0
094.-04-14.0
094.-04-19.0

More particular information concerning the property to be acquired under the EDPL, including legal descriptions and maps, and the acquisition are available for public inspection during normal business hours at City Hall Commons, 6th Floor, 201 E. Washington St., Syracuse, New York 13202. All persons having an interest in the acquisition are invited to attend the public hearing to give oral or written statements and to submit other documentation concerning this proposed publicly needed project. ACCORDING TO EDPL §202(C)(2), THOSE PROPERTY OWNERS WHO MAY SUBSEQUENTLY WISH TO CHALLENGE THE CONDEMNATION OF THEIR PROPERTY VIA JUDICIAL REVIEW, MAY DO SO ONLY ON THE BASIS OF ISSUES, FACTS, AND OBJECTIONS RAISED AT THE HEARING. Comments on the proposed acquisition may be made orally or in writing at the public hearing on January 23, 2023, or presented in writing to SIDA at City Hall Commons, 6th Floor, 201 E. Washington St., Syracuse, New York 13202 on or before January 23, 2023. Comments received after the close of the public hearing on January 23, 2023 will not be considered.

Post Date: 01/05 Updated: 01/04 06:21 PM Report This Ad

Published in: The Post Standard Refcode: #0010548690 iPrint

EXHIBIT "E"

AUTHORIZING RESOLUTION

EXHIBIT "F"

PUBLIC HEARING RESOLUTION

RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on November 22, 2022, at 8:00 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 Chair and upon the roll being duly called, the following members were:

PRESENT: Kathleen Murphy, Steven Thompson, Kenneth Kinsey, Dirk Sonneborn, Rickey T. Brown

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Judith DeLaney, Susan Katzoff, Esq., Kathleen Bennett; Others Present: Kevin Schwab, Gail Cawley, Wendy Lougnot, Esq.

The following resolution was offered by Rickey T. Brown and seconded by Steven Thompson:

RESOLUTION DETERMINING THAT THE ACQUISITION, CONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF 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 on or about November 14, 2022 (the "***Application***"), JMA Tech Properties, 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 6 acres of real property located, with some improvements, at: (a) 225 Taylor St.

W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. 094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St, & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York (collectively, the "***Land***"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities (as it moves inventory to the new Smart Logistics Center) as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (the "***Facility***"); (iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, 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; and

(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:

	AYE	NAY
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	X	
Dirk Sonneborn	X	
Rickey T. Brown	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 22, 2022, with the original thereof on file on file in the office of the Agency, 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 on 12/22/2022.

City of Syracuse Industrial Development Agency

DocuSigned by:
65E35E032BE24D9...
Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "G"

APPROVING RESOLUTION

RESOLUTION

A special meeting of the City of Syracuse Industrial Development Agency was convened in public session on January 24, 2023 at 12:00 noon, local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT: Kathleen Murphy, Steven Thompson, Kenneth Kinsey, Dirk Sonneborn, Rickey T. Brown

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Judith DeLaney, Susan Katzoff, Esq.; Others Present: Kathleen Bennett, Esq.

The following resolution was offered by Rickey T. Brown and seconded by Kenneth Kinsey:

RESOLUTION ADOPTING DETERMINATION AND FINDINGS TO ACQUIRE REAL PROPERTY IN FURTHERANCE OF THE JMA TECH PROPERTIES, LLC APPLICATION

WHEREAS, the City of Syracuse Industrial Development Agency ("SIDA") is authorized to condemn property pursuant to Section 858 of the New York State General Municipal Law and the New York State Eminent Domain Procedure Law; and

WHEREAS, SIDA previously adopted a resolution pursuant to the New York State Environmental Quality Review Act determining that the acquisition was a Type 1 action and would not have a significant adverse impact on the environment; and

WHEREAS, SIDA must comply with Article 2 of the New York State Eminent Domain Procedure Law which requires, among other things, that the Agency make certain findings and a determination; and

WHEREAS, SIDA proposes to acquire fee title to certain real property owned by Horizon Transport, LLC identified as Tax Parcel Numbers 094.-04-01.0, 094.-04-02.0, 094.-04-20.0 and 094.-04-21.0 and located at 225 Taylor St., 201-07 Taylor St., 521-27 Oneida St., and 517 Oneida St. in the City of Syracuse, Onondaga County (collectively, the "Property") in furtherance of a campus expansion project (the "Project") being undertaken by JMA Tech Properties, LLC; and

WHEREAS, pursuant to Section 201 of the Eminent Domain Procedure Law a public hearing was held with respect to the acquisition of the Property on January 23, 2023. Two adjoining property owners either appeared and spoke or submitted comments in favor of the acquisition of the Property and the Project; and no one appeared or submitted comments in opposition to either the acquisition of the Property or the Project; and

WHEREAS, based upon SIDA's independent review of the hearing record and favorable comments received, and for the reasons discussed in the Determination and Findings, annexed hereto at **Attachment A** and made a part hereof, SIDA has determined that acquisition of the Property will serve a public use benefit or purpose, is appropriately located, and will not have an adverse impact on the environment or residents of the locality.

NOW, THEREFORE, BE IT RESOLVED by SIDA that:

Section 1. Pursuant to the New York State Eminent Domain Procedure Law, SIDA intends to exercise its power of eminent domain to acquire by condemnation the Property in furtherance of the Project.

Section 2. The Determination and Findings set forth in Attachment A annexed hereto are herby adopted and incorporated by reference into this Resolution.

Section 3. The Executive Director and/or the Secretary are authorized and directed to cause this Resolution and attached Determination and Findings to be filed and distributed in accordance with applicable provisions of law.

Section 4. The Chair, Vice Chair and/or Executive Director of SIDA are hereby authorized, empowered and directed, for and on behalf of SIDA, to perform any and all actions and to execute any and all documents on behalf of SIDA as they may deem necessary, appropriate or advisable to carry out the intent and purposes of the foregoing resolutions, including but not limited to the filing of a petition.

Section 5. No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to above 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 6. 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.

Section 7. 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:

	AYE	NAY
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	X	
Dirk Sonneborn	X	
Rickey T. Brown	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 January 24, 2023, with the original thereof on file on file in the office of the Agency, 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 on 2/2/2023.

City of Syracuse Industrial Development Agency

DocuSigned by:
65E35E032BE24D9...
Rickey T. Brown, Secretary

(S E A L)

ATTACHMENT A

DETERMINATION AND FINDINGS

DETERMINATION AND FINDINGS PURSUANT TO ARTICLE 2 OF THE NEW YORK STATE EMINENT DOMAIN PROCEDURE LAW

I. INTRODUCTION

City of Syracuse Industrial Development Agency ("SIDA") proposes to acquire fee title to certain real property owned by Horizon Transport, LLC identified as Tax Parcel Numbers 094.-04-01.0, 094.-04-02.0, 094.-04-20.0 and 094.-04-21.0 and located at 225 Taylor St., 201-07 Taylor St., 521-27 Oneida St., and 517 Oneida St, all. in the City of Syracuse, Onondaga County in furtherance of a campus expansion project (the "Project") being undertaken by JMA Tech Properties, LLC. See Record of SIDA Public Hearing, August 23, 2022 ("Record") (to be attached as **Exhibit 1**).

II. BACKGROUND

A. Description of the Project

By way of background, John Mezzalingua Associates, LLC, dba JMA Wireless, ("JMA") a global wireless technology leader recently expanded its local manufacturing operations in Liverpool, NY to include a new state-of-the-art 97,000 sq. ft. manufacturing and professional facility in downtown Syracuse. With the reimagined conversion of an abandoned textile building to its global headquarters, JMA continues to grow and expand, with a direct economic benefit to the surrounding community. Since its inception, JMA has leaned into U.S. based innovation, delivering the world's first software based 4G baseband, private CBRS network solutions, and manufacturing 4G/5G antennas and high-grade connectors. Over the last six years, JMA has invested more than $100 million in the Syracuse area and employs more than 500 people locally. In less than a decade, JMA tripled its Liverpool manufacturing capacity from 62,000 sq. ft. in 2013 to 220,000 sq. ft. in 2020. Now, the new JMA global headquarters in Syracuse stands as the only U.S.-owned 5G manufacturing campus in the country.

As part of the continued growth and commitment to U.S. and New York state manufacturing, JMA plans to expand its facilities to include a state-of-the-art Global Smart Logistics Center (the "Logistics Center") on the same campus as its recent $52 million global headquarters investment on Cortland Avenue. Currently, due to space constraints, JMA utilizes valuable manufacturing space in its headquarters facility for warehousing—freeing up this space will allow it to expand 5G manufacturing and development capabilities at the site, as it moves inventory to the new Logistics Center.

The intended footprint for the Logistics Center is framed in by the 200 block of W. Taylor Street, the west side of the 1000 block of S. Clinton Street and east side of the 500 and 600 block of Oneida Street. It currently consists of JMA owned property, a single story 10,950 sq. ft. structure with parking, a ~36,000 sq. ft. manufacturing building with adjacent parking, and three vacant lots (two residential and one light industrial). Under JMA's plans, this footprint would become the site of an 100,000 sq. ft. high bay structure complementing the architecture and aesthetics of

JMA's 5G global headquarters on Cortland Avenue. With additional exterior lighting, landscape beautification and 24-hour security, the Center will positively impact the community. The neighborhood evolution from forgotten buildings to a vibrant, working campus that the community will benefit from, also offers an increased ability to safely access the area by foot or bike.

JMA's new Logistics Center will serve as the hub for all JMA materials moving across the U.S. and the world. The truck activity, operating during normal business hours, would take place on the former 1000 block of S. Clinton Street currently owned by JMA. The Logistics Center's proximity to 5G manufacturing operations on the same campus as JMA's global headquarters, will provide the necessary efficient access to centralized warehousing for all JMA manufactured materials—rounding out the only U.S.-owned 5G campus in the country.

JMA anticipates using approximately 15,000 sq. ft. for programming and system staging of JMA solution servers. The facility aspires to be 100% unwired, utilizing technology like private 5G Networks and CBRS to power voice and data communications, next generation edge-based use cases, as well as employing high levels of automation.

B. The Negotiation Process in Connection with the Horizon Transport Property

SIDA's mission, which is consistent with the enabling legislation found in Article 18-a of the New York State General Municipal Law, is to enhance the City of Syracuse's economic development capabilities by promoting, attracting, encouraging and developing economically sound commerce and industry to: advance the job opportunities, health, general prosperity and economic welfare of the people of the City of Syracuse; improve their prosperity and standard of living; and, help prevent unemployment and economic deterioration. Pursuant to Section 858 of the General Municipal Law, SIDA is granted certain enumerated powers to carry out its mission, including the acquisition of real property by eminent domain.

As noted above, JMA's proposed expansion area is immediately across the street from JMA's headquarters and includes the city block bounded by S. Clinton St., W. Taylor St., Oneida St., and Tallman St. JMA has worked diligently for a period of several months to acquire all the property necessary for the expansion. JMA has acquired, is under contract to acquire, or has a verbal agreement to acquire most of the properties in that area. However, JMA has not been able to acquire title to the properties owned by Horizon Transport, LLC. JMA and SIDA have made several efforts to negotiate with Horizon Transport, LLC, but those efforts have largely been ignored by the property owner.

Specifically with respect to SIDA, Executive Director, Judith Delaney reached out to the owner to discuss whether he would consent to an inspection of the Horizon Transport Property by an appraiser retained by SIDA to appraise the value of the Horizon Transport Property. The owner initially hung up on Ms. Delaney, but then returned the call, apologized, and agreed to the inspection. However, when the appraiser arrived for the inspection, he was turned away by the owner. Shortly thereafter, the owner of Horizon Transport commented on the efforts to acquire the Horizon Transport Property to a reporter for Syracuse.com. Those comments appeared in a Syracuse.com story released online on December 7, 2022 entitled "JMA Wireless planning

$24M expansion, 40 more jobs at new 5G factory in Syracuse." A copy of the article is attached as **Exhibit Q.** SIDA mailed to Horizon Transport, LLC an offer letter via certified mail return receipt requested on December 13, 2022. That letter was returned as unaccepted on December 31, 2022. SIDA sent a second offer letter via certified mail return receipt requested to two additional addresses of record for Horizon Transport on January 6, 2023, but has not received any receipts confirming acceptance. These letters are included in the hearing record as **Exhibits F and G.** As a result, outreach has also been made to a law firm which previously represented Horizon Transport. That firm advised that it had not been retained by Horizon Transport with respect to this matter.

As a result, SIDA is now seeking to exercise its power of eminent domain (as set forth in Section 858 of the General Municipal Law) to acquire fee simple title to the following parcels owned by Horizon Transport, LLC.

Horizon Transport	225 Taylor St	094.-04-01.0
Horizon Transport	201-07 Taylor St	094.-04-02.0
Horizon Transport	521-27 Oneida St	094.-04-20.0
Horizon Transport	517 Oneida St.	094.-04-21.0

C. Notice

Notice of the public hearing held on January 23, 2023 was published in The Post Standard, a newspaper of general circulation in print three times per week, and on Syracuse.com, its daily online counterpart. The notice appeared in the print edition on January 5, 8, 10, 12 and 15. The hearing notice is attached to the Hearing Record as **Exhibit H**. Notice was also mailed via certified mail return receipt requested to the Property's owner on January 6, 2023, a copy of which was included in the Hearing Record as **Exhibit J**. Although not required by law, SIDA also notified a law firm known to have represented Horizon Transport in the past. That firm advised that it had not been retained by Horizon Transport with respect to this matter.

D. EDPL Public Hearing

In accordance with Article 2 of the EDPL, SIDA conducted a public hearing on January 23, 2023 at 12:00 p.m. at the Salt City Market, Community Room, 484 S. Salina St., City of Syracuse, Onondaga County, New York to inform the public and to review the public use to be served by the acquisition and the impact on the environment and residents of the locality. See **Exhibit 1**. As mentioned above, notice of the public hearing was duly published as required under the EDPL, and all property owners and other interested parties were given advance notice of the hearings by certified mail, return receipt requested. See Record, Exhibits H, I & J. At the hearing it was made known that copies of the tax maps of the property interests to be acquired by SIDA were posted for viewing at the hearing itself and also readily available to the public upon request. See **Exhibit 1**.

All members of SIDA were present at the public hearing, which was conducted by Kathleen M. Bennett, Esq. with Bond, Schoeneck & King, PLLC, outside counsel to SIDA. No persons in attendance spoke against the proposed acquisition. One person, Pat Leone, a representative of RSLTR Properties, LLC, a neighboring commercial owner, who was in attendance, spoke in favor of the acquisition. One letter from Salina 1st, a neighboring commercial project, was submitted in favor of the acquisition. See **Exhibit 1**.

The transcript of the hearing has been made part of the Record and given due consideration. The Record will be duly filed in the SIDA's office and is available online at https://www.syr.gov/Boards-and-Commissions/SIDA/SIDA-Projects/JMA-Tech-Properties-LLC.

E. Location of Property

The proposed property acquisition involves the exercise by SIDA of its power of eminent domain, to acquire fee simple title to the following parcels of property (collectively the "Horizon Transport Property"):

Reputed Owner	Address	County Tax Map No.
Horizon Transport	225 Taylor St	094.-04-01.0
Horizon Transport	201-07 Taylor St	094.-04-02.0
Horizon Transport	521-27 Oneida St	094.-04-20.0
Horizon Transport	517 Oneida St.	094.-04-21.0

III. FINDINGS

A. Public Need, Use, and Purpose

SIDA has determined that the acquisition of the Horizon Transport Property is necessary to further the JMA Campus Expansion Project. The creation of the Logistics Center is estimated to be a $25 million investment by JMA, and a significant contribution to Syracuse's commitment to revitalize the downtown area. The JMA Campus Expansion Project is consistent with SIDA's mission and serves an important public use, benefit or purpose by bringing additional jobs to the immediate Southside, a distressed and blighted area. The project will improve the condition of the area and serve as an anchor for emerging opportunities in the neighborhood and community. The project will continue to enhance synergies with other revitalization projects, leverage prior investment in the area and act as a catalyst for continued economic investment and growth. JMA's campus, encompassing its global headquarters and the Global Smart Logistics Center, will greatly enhance the Southside gateway as a beacon of technology, current and future economic promise. The project will serve as the next step in the transformation of the downtown area, helping revitalize and reenergize a long-forgotten neighborhood that had not seen healthy investment in decades. The

Creation of New Jobs

JMA's intent for the Logistics Center is to bring additional jobs to the immediate Southside, improve the condition of the area, and serve as an anchor for emerging opportunities in the neighborhood and community. An anticipated 40 new jobs, in addition to the 200 jobs committed with respect to the headquarters site, will be created at the Logistics Center in support of JMA's managed services growth. As part of the planned job growth, JMA expects to transfer out-of-state operations and headcount to the Syracuse facility.

JMA is deeply committed to investing in its workforce and hiring locally. Currently there are several hiring initiatives to match local talent with the tech jobs of the future—including immediate events like jobs fairs and high school student tours, as well as more longer-term partnerships to create a sustainable talent pipeline. JMA hosted multiple local hiring fairs, including a job fair at Salt City Market for neighborhood residents, and there was a career fair for local residents at the end of 2022. Additionally, JMA created a partnership with the Institute of Technology at Syracuse Central to expose high school students to technology careers and create a pathway to hire local residents. This includes hosting students at our downtown manufacturing headquarters for job shadowing, resume help, and skills development.

Catalyst for Economic Growth & Positive Impact on the Community

JMA's investment in new facilities in the Southside marks the first time a new manufacturing facility has been created in Syracuse in 40-plus years. In addition to the direct investments JMA has made, its development projects serve as a catalyst for future growth in the surrounding area. Since JMA initiated its development, two additional development projects have broken ground in adjacent areas—Salina 1st (to the east) and Syracuse Community Health Center (to the north).

Despite these projects having been approved for development for some time, there was no ground broken until JMA's new 5G campus provided an anchor investment and paved the way for developers to gain confidence in the neighborhood as an area for development opportunity.

There is much positive community impact to the neighborhood, as well. Earlier this year, JMA participated in a neighborhood cleanup effort of the area, working with over 15 local organizations – the result: over five miles of city sidewalks were cleaned and beautified. Over 50 JMA employees volunteered to help in this effort. This fall, JMA participated in the back-to-school supply drives for basic needs and school success tools at the Mary Nelson Youth Center on S. Salina Street. Further, this past Thanksgiving, JMA partnered with Brady Market on Gifford Street to provide dinners for 180+ families in partnership with 12 different agencies across Syracuse. Teams of JMA volunteers were on site to help prepare and distribute holiday meals.

Additional Considerations

In addition to the reasons set forth above, it is worth noting that the Horizon Transport Property is being used as an automobile impoundment facility in violation of the City of Syracuse Zoning Code. The owner has been cited for these violations and following a court proceeding, cleaned up the property and paid a fine, at which time the case was dismissed. However, a recent inspection of the property on January 23, 2023 revealed that the owner is again using the property as an automobile impoundment facility in violation of the City of Syracuse Zoning Code. See photographs attached to the Hearing Record as **Exhibit O.** Acquisition of the Property will eliminate these continuing violations.

Likewise, the owner of the Horizon Transport Property has a history of non-payment of property taxes. In fact, the owner has demonstrated a pattern of non-payment over the years and only pays real property taxes in an amount and at a time sufficient to avoid seizure by the City of Syracuse. Acquisition of the Property will eliminate these property tax delinquencies.

Finally, the Campus Expansion Project, including the acquisition of the property necessary for that project received public support from adjoining commercial property owners and developers.

B. Location and Reasons for Selection

Given the location of JMA's existing global headquarters and the need for additional space to support that facility, together with the fact that JMA has acquired much of the property in the surrounding area, consideration of alternative locations is not practical. The location of the project is also important with respect to revitalizing a blighted and distressed area that is the gateway to the City's South Side. Therefore, SIDA has complied with this element of the EDPL with regard to the determination and findings it must issue.

C. Environmental and Locality Effects

SIDA thoroughly evaluated the environmental impacts associated with the acquisition of the Horizon Transport Property and campus expansion proposed by JMA. JMA submitted a full Environmental Assessment Form ("EAF") to SIDA with respect to the Campus Expansion Project. Based on the representations in the EAF, SIDA adopted a resolution declaring itself lead agency, determining that the Campus Expansion Project was an unlisted action, that the Project will not have a "significant effect" on the environment and that a SEQRA Environmental Impact Statement will not be prepared. A copy of the SEQR Resolution is attached to the Record as **Exhibit P**.

As indicated in SIDA's SEQRA Resolution, the Campus Expansion Project involves the physical disturbance of 6.18 acres of land for the construction of an 100,000 sq. ft. high bay facility and associated parking and landscaping.

The project will increase impervious surface by 0.3 acres. Stormwater will be directed to an on-site management system and discharged at a controlled rate equal to or less than existing to the existing storm sewer system. Appropriate implementation of stormwater controls (during

and after construction) and limiting the extent of disturbed areas at any given time will significantly reduce potential for erosion and any resultant impacts.

The project will not result in a substantial adverse change in existing air quality, traffic or noise levels or energy usage. Solid waste will be managed appropriately. The project site will be served by existing public water and wastewater treatment facilities with adequate capacity to support the project. The urban location of the project means there are no impacts to vegetation or wildlife.

The project is consistent with the City's comprehensive plans and zoning and will improve the character of the surrounding neighborhood. The project will also cleanup a brownfield site.

Thus, SIDA made a reasoned determination that the Campus Expansion Project and the acquisition the Horizon Transport Property to facilitate the Campus Expansion Project would not have any significant adverse environmental impacts. SIDA's consideration of environmental impacts satisfies the requirements of the EDPL that the condemnor specify the general effect of the proposed project on the environment and residents of the locality.

IV. CONCLUSION

The foregoing represents SIDA's Determination and Findings under Section 204(B) of the EDPL. The acquisition the Horizon Transport Property is needed for JMA's Campus Expansion Project to proceed. Therefore, SIDA is satisfied that, as required under Section 204(B) of the EDPL (1) the public use, benefit, or purpose of the acquisition of the Horizon Transport Property in further support of the Project has been established in the record; (2) the approximate location of the Project has been established and an explanation of the reasons for the selection of that location has been provided; and (3) the general effect of the Project and the acquisition of the Horizon Transport Property on the environment and the residents of the localities in which the Project will be located has been comprehensively examined. Accordingly, SIDA finds that the necessary justification exists to proceed to condemn the Horizon Transport Property.

EXHIBIT "H"

SEQRA RESOLUTION

RESOLUTION

A special meeting of the City of Syracuse Industrial Development Agency was convened in public session on January 24, 2023 at 12:00 noon, local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT: Kathleen Murphy, Steven Thompson, Kenneth Kinsey, Dirk Sonneborn, Rickey T. Brown

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Judith DeLaney, Susan Katzoff, Esq.; Others Present: Kathleen Bennett, Esq.

The following resolution was offered by Rickey T. Brown and seconded by Kenneth Kinsey:

RESOLUTION CLASSIFYING A CERTAIN PROJECT AS A TYPE I ACTION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT, DECLARING THE AGENCY LEAD AGENCY FOR PURPOSES OF A COORDINATED REVIEW THEREUNDER AND DETERMINING THAT THE ACTION WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT

WHEREAS, the City of Syracuse Industrial Development Agency ("***SIDA***") is considering the proposed acquisition by eminent domain of certain parcels of real property owned by Horizon Transport, LLC identified as Tax Parcel Numbers 094.-04-01.0, 094.-04-02.0, 094.-04-20.0 and 094.-04-21.0 and located at 225 Taylor St., 201-07 Taylor St., 521-27 Oneida St., and 517 Oneida St. in the City of Syracuse, Onondaga County (collectively "the ***Land***" or the "***Property***") in furtherance of a campus expansion project being undertaken by JMA Tech Properties, LLC (the "***Company***"); and

WHEREAS, the campus expansion project consists of the acquisition of the Property and the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities (as it moves inventory to the new Smart Logistics Center) as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (the "***Facility***");

WHEREAS, pursuant to EDPL Section 201, a public hearing with respect to the acquisition of the Property was held on January 23, 2023; and

WHEREAS, General Municipal Law Section 858 states that SIDA may acquire land by eminent domain in order to serve any public use or purpose, which includes any use that would enhance the City of Syracuse's economic development capabilities by promoting, attracting, encouraging and developing economically sound commerce and industry to: advance the job opportunities, health, general prosperity and economic welfare of the people of the City of Syracuse; improve their prosperity and standard of living; and, prevent unemployment and economic deterioration; and

WHEREAS, stated purpose for the proposed condemnation is in furtherance of the Project; and

WHEREAS, the Project involves the physical disturbance of 6.18 acres of land for the construction of an 100,000+/- sq. ft. high bay facility and associated parking and landscaping; and

WHEREAS, pursuant to the New York State Environmental Quality Review Act ("SEQRA") JMA has prepared part 1 of a full Environmental Assessment Form ("EAF") for the Project;

WHEREAS, SIDA desires to comply with the requirements of SEQRA and its implementing regulations set forth at 6 NYCRR Part 617 (the "Regulations"), with respect to the acquisition of the Property and the Project; and

WHEREAS, the City of Syracuse Planning Commission is the only other involved agency associated with the Project; and

WHEREAS, SIDA sent a letter to the City of Syracuse Planning Commission requesting its consent to SIDA acting as the lead agency with respect to a coordinated review of the Project; and

WHEREAS, the City of Syracuse Planning Commission consented to SIDA acting as the lead agency for purposes of undertaking a coordinated review of the Project.

NOW, THEREFORE, BE IT RESOLVED, that SIDA confirms and adopts the following conclusions:

1. SIDA hereby classifies the Project as "Type 1" under SEQRA.

2. SIDA will act as the lead agency and has elected to conduct a coordinated review of the Project.

3. SIDA has compared the impacts that may reasonably be expected to result from the Project to the criteria for determining significance identified in Section 617.7(c)(1) of the Regulations and evaluated the issues of causation and significance in light of the standards under the same Section of the Regulations.

4. SIDA has not identified any significant adverse environmental impacts associated with the Project and none are known to SIDA. Based upon its review, and for the reasons set forth

in the EAF, SIDA hereby determines that the Project will not have any significant adverse impacts on the environment and reaches the following further conclusions:

(A) The Project will not result in: (i) substantial adverse change in existing air quality; ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; or a substantial increase in potential for erosion, flooding, leaching or drainage problems; (ii) the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of a resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on threatened or endangered species of animal or plant, or the habitat of such species; or (iii) other significant adverse impacts to natural resources;

(B) The Project will not affect a critical environmental area as designated pursuant to 6 NYCRR § 617.14(g);

(C) The Project will not conflict with the community's current plans or goals as officially approved or adopted;

(D) The Project will not result in the impairment of the character or quality of important historical, archeological, architectural, or aesthetic resources or of existing community or neighborhood character;

(E) The Project will not result in a major change in the use of either the quantity or type of energy;

(F) The Project will not result in the creation of a hazard to human health;

(G) The Project will not result in a substantial change in the use, or intensity of use, of land including architectural, open space or recreational resources, or in its capacity to support existing uses;

(H) The Project will not result in 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;

(I) The Project will not result in the creation of a material demand for other actions that would result in one or more of the above consequences;

(J) The Project will not result in changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; and

(K) The Project will not result in two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in 6 NYCRR § 617.7(c).

(L) The information available concerning the Project was sufficient for SIDA to make its determination and the requirements of SEQRA including 6 NYCRR Part 617 have been met.

5. SIDA hereby approves and adopts the EAF for the Project (Parts 1, 2, and 3), issues a Negative Declaration, and will not require the preparation of an environmental impact statement for the Project. Parts 1, 2 and 3 of the EAF are attached hereto as **Exhibit A**.

6. SIDA hereby directs the Chair and the Executive Director to execute the EAF and to make any filing(s) and publication required by law related to this Negative Declaration.

7. The Secretary or the Executive Director of SIDA is hereby authorized to and may distribute copies of this Resolution and to 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 shall be placed on file in the office of SIDA 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:

	AYE	**NAY**
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	X	
Dirk Sonneborn	X	
Rickey T. Brown	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 January 24, 2023, with the original thereof on file on file in the office of the Agency, 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 on 2/2/2023.

City of Syracuse Industrial Development Agency

DocuSigned by:
65E35E032BE24D9...

Rickey T. Brown, Secretary

(S E A L)

EXHIBIT A

EAF PARTS 1, 2 AND 3

Full Environmental Assessment Form
Part 1 - 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 applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: JMA Tech Properties - Warehouse		
Project Location (describe, and attach a general location map): See attached property list		
Brief Description of Proposed Action (include purpose or need): JMA Campus Warehouse, to construct a warehouse with managed services space for JMA manufacturing to use as a central warehouse in support of their new manufacturing facility across the street. The project will include the construction of the warehouse, parking facilities for employees, loading bays for tractor trailers and all necessary utility connections.		
Name of Applicant/Sponsor: JMA Tech Properties, LLC	Telephone: E-Mail:	
Address: PO Box 678		
City/PO: Liverpool	State: New York	Zip Code: 13088
Project Contact (if not same as sponsor; give name and title/role): CHA Consulting (c/o Brian Bouchard)	Telephone: 315-228-0036 E-Mail: BBouchard@chacompanies.com	
Address: 300 S. State Street Suite 600		
City/PO: Syracuse	State: NY	Zip Code: 13202
Property Owner (if not same as sponsor): See attached list	Telephone: E-Mail:	
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 Counsel, Town Board, or Village Board of Trustees ☐Yes☑No		
b. City, Town or Village Planning Board or Commission ☑Yes☐No	City planning commision	
c. City, Town or Village Zoning Board of Appeals ☐Yes☑No		
d. Other local agencies ☐Yes☑No		
e. County agencies ☑Yes☐No	County Planning Board	
f. Regional agencies ☐Yes☑No		
g. State agencies ☑Yes☐No	NYSDEC Stormwater (SWPPP)	
h. Federal agencies ☐Yes☑No		
i. Coastal Resources. *i.* Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No *ii.* Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No *iii.* Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑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? • **If Yes,** complete sections C, F and G. • **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1	☐Yes☑No
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?	☑Yes☐No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	☐Yes☑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?) If Yes, identify the plan(s): Remediation Sites: C734144A	☑Yes☐No
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? If Yes, identify the plan(s):	☐Yes☑No

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?
Industrial Class A, Local Business District Class A and PDD

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?
City of Syracuse

c. Which fire protection and emergency medical services serve the project site?
City of Syracuse

d. What parks serve the project site?
Syracuse City Parks

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)? Warehouse space to support the new facility and parking to support the warehouse use.

b. a. Total acreage of the site of the proposed action? 6.18 acres
b. Total acreage to be physically disturbed? 6.18 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 9.52 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)
Industrial subdivision to combine all of the lots between Oneida Street and Former Clinton Street
ii. Is a cluster/conservation layout proposed? ☐ Yes ☑ No
iii. Number of lots proposed? 1
iv. Minimum and maximum proposed lot sizes? Minimum 6.18 Acres Maximum N/A

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 11 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:

f. Does the project include new residential uses? ☐Yes ☑No
If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☑Yes ☐No
If Yes,
i. Total number of structures 1
ii. Dimensions (in feet) of largest proposed structure: 62 height; 250 width; and 400 length
iii. Approximate extent of building space to be heated or cooled: 100,000 square feet

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? ☐Yes ☑No
If Yes,
i. Purpose of the impoundment:
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐Other specify:
iii. If other than water, identify the type of impounded/contained liquids and their source.
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐Yes ☑No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
If Yes:
i. What is the purpose of the excavation or dredging?
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards):
- Over what duration of time?

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☐No
If yes, describe.
v. What is the total area to be dredged or excavated? _____ acres
vi. What is the maximum area to be worked at any one time? _____ acres
vii. What would be the maximum depth of excavation or dredging? _____ feet
viii. Will the excavation require blasting? ☐Yes ☐No
ix. Summarize site reclamation goals and plan:

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? ☐Yes ☑No
If Yes:
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description):

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:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No
If Yes, describe:

iv. Will the 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: 600 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: City of 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), what is the 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: 600 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):
Sanitary waste

iii. Will the proposed action use any existing public wastewater treatment facilities? ☑Yes ☐No
If Yes:

- Name of wastewater treatment plant to be used: Metropolitan Syracuse Wastewater Treatment Plant
- Name of district: City of Syracuse
- 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

- Do existing sewer lines serve the project? ☑Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☑No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☑No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

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):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

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? ☑Yes ☐No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or 5.5 acres (impervious surface)

_____ Square feet or 6.18 acres (parcel size)

ii. Describe types of new point sources. Connection to existing Storm Sewer

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)?

Stormwater will be directed to on-site management system and discharge at a controlled rate equal to or less than existing to the drainage system

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐Yes ☑No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☑Yes ☐No

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? ☑Yes ☐No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

Fleet and Delivery Vehicles

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

NA

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

NA

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? ☐Yes ☑No

If Yes:

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) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (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 truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

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 ½ 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: 7am - 7pm
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: 6:00am - 9:00pm
- Saturday: _____
- Sunday: _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☑ No

If yes:

i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☐ No

Describe:

n. Will the proposed action have outdoor lighting? ☑ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Typical parking lot lighting/security lighting

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☑ No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

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? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☑ Yes ☐ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: 12 tons per total (unit of time)
- Operation : 1 tons per week (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: scrap metal recycling
- Operation: cardboard/plastic recycling

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: dumpster - commercial pick-up
- Operation: compactor - commercial pick-up

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 the 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:

Adjacent commercial and industrial uses, also urban residential homes across the street

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	5.2	5.5	+0.3
• 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: LANDSCAPING / GREEN SPACE	0.98	0.68	-0.3

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☑ No
i. If Yes: explain:

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? ☑ Yes ☐ No
If Yes,
i. Identify Facilities:
New Jerusalem Baptist Church, Greater new testament missionary

e. Does the project site contain an existing dam? ☐ Yes ☑ No
If Yes:
i. Dimensions of the dam and impoundment:
- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification:
iii. Provide date and summarize results of last inspection:

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? ☐ Yes ☑ No
If Yes:
i. Has the facility been formally closed? ☐ Yes ☐ No
- If yes, cite sources/documentation:

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:
iii. Describe any development constraints due to the prior solid waste activities:

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? ☑ Yes ☐ No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:
PCB's during previous use

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? ☑ Yes ☐ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☑ Yes ☐ No
☐ Yes – Spills Incidents database — Provide DEC ID number(s):
☑ Yes – Environmental Site Remediation database — Provide DEC ID number(s): C734144A
☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures:

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☑ Yes ☐ No
If yes, provide DEC ID number(s): 734141, B00024, C734144A, C734140, E734086

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
Active Brownfield cleanup

v. Is the project site subject to an institutional control limiting property uses? ☑ Yes ☐ No

- If yes, DEC site ID number: C734144A
- Describe the type of institutional control (e.g., deed restriction or easement): Environmental
- Describe any use limitations: No residential
- Describe any engineering controls: TBD
- 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:

Ub Urban Land	100 %
	%
	%

d. What is the average depth to the water table on the project site? Average: >10 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:

m. Identify the predominant wildlife species that occupy or use the project site:
None

n. Does the project site contain a designated significant natural community? ☐Yes ☑No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation):
ii. Source(s) of description or evaluation:
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

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? ☐ Yes ☑No
If Yes:
i. Species and listing (endangered or threatened):

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? ☐Yes ☑No
If Yes:
i. Species and listing:

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No
If yes, give a brief description of how the proposed action may affect that use:

E.3. Designated Public Resources On or Near Project Site

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? ☐Yes ☑No
If Yes, provide county plus district name/number:

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No
i. If Yes: acreage(s) on project site?
ii. Source(s) of soil rating(s):

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No
If Yes:
i. CEA name:
ii. Basis for designation:
iii. Designating agency and date:

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☑ Yes ☐ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: 1001-1005 South Salina St. 06740.003240 Historic Building Listed as Eligible

iii. Brief description of attributes on which listing is based:

Building is approximately 450' across from the JMA Wireless campus

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? ☐ Yes ☑ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☑ 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? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ 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 CHA Consulting Inc (c/o Brian Bouchard) Date 11-16-2022

Signature _____ Title Project Engineer

PRINT FORM

JMA Warehouse Project
JMA Tech Properties, LLC
7/7/2022

ADDRESS	TAX ID #	CURRENT OWNERSHIP	PARCEL SIZE	Property Owner Address
615 Oneida St	094.-04-16.0	Dean Duque	0.11 Acres	298 Smith St. Rochester, NY 14608
609-611 Oneida St	094.-04-17.0	Mildred Williams	0.11 Acres	14830 N 7th Pl Phoenix, AZ 85022
605-607 Oneida St	094.-04-18.0	Wade Eno	0.11 Acres	Box 27 RR #1 Bentley TOCOJO Canada
601-603 Oneida St	094.-04-19.0	Green Horizons Envirmnt, LLC	0.11 Acres	35481 Grafton Eastern Rd Grafton OH 44044
521-527 Oneida St	094.-04-20.0	Horizon Transport, LLC	0.28 Acres	422 7th North St Syracuse NY 13208
517 Oneida St	094.-04-21.0	Horizon Transport, LLC	0.30 Acres	422 7th North St Syracuse NY 13208
225 Taylor St. W & Oneida St	094.-04-01.0	Horizon Transport, LLC	0.36 Acres	422 7th North St Syracuse NY 13208
201-07 Taylor St W & Clinton St	094.-04-02.0	Horizon Transport, LLC	0.35 Acres	422 7th North St Syracuse NY 13208
1010 Clinton St	094.-04-03.0	JMA Tech Properties, LLC	0.19 Acres	PO Box 678 Liverpool, NY 13088
1054 Clinton St	094.-04-05.1	JMA Tech Properties, LLC	2.28 Acres	PO Box 678 Liverpool, NY 13088
1022 Clinton St	094.-04-04.0	JMA Tech Properties, LLC	0.20 Acres	PO Box 678 Liverpool, NY 13088
1074 Clinton St S	094.-04-05.2	Catholic Charities of Syracuse	0.29 Acres	1654 W. Onondaga St. Syracuse NY 13204
228 Tallman St	094.-04-05.3	Catholic Charities of Syracuse	0.21 Acres	1654 W. Onondaga St. Syracuse NY 13204
232 Tallman St	094.-04-05.4	JMA Tech Properties, LLC	0.16 Acres	PO Box 678 Liverpool, NY 13088
1080-82 Clinton St S	094.-04-06.0	Ranalli/Taylor St., LLC	0.07 Acres	PO Box 678 Liverpool, NY 13088
222-24 Tallman St	094.-04-07.0	Ranalli/Taylor St., LLC	0.07 Acres	PO Box 678 Liverpool, NY 13088
226 Tallman St	094.-04-08.0	Ranalli/Taylor St., LLC	0.12 Acres	PO Box 678 Liverpool, NY 13088
240 ½ Tallman St	094.-04-09.0	Green Horizons Envirmnt LLC	0.05 Acres	35481 Grafton Eastern Rd Grafton OH 44044
242-46 Tallman St	094.-04-10.0	Green Horizons Envirmnt LLC	0.28 Acres	35481 Grafton Eastern Rd Grafton OH 44044
252-54 Tallman St & Oneida St	094.-04-11.0	Green Horizons Envirmnt LLC	0.09 Acres	35481 Grafton Eastern Rd Grafton OH 44044
637-39 Oneida St	094.-04-12.0	Green Horizons Envirmntl LLC	0.07 Acres	623 Oneida St Syracuse NY 13202
629 Oneida St	094.-04-13.0	Green Horizons Envirmntl LLC	0.08 Acres	623 Oneida St Syracuse NY 13202
625 Oneida St	094.-04-14.0	Green Horizons Envirmnt LLC	0.12 Acres	35481 Grafton Eastern Rd Grafton OH 44044
619 Oneida St	094.-04-15.0	Green Horizons Envirmnt LLC	0.17 Acres	35481 Grafton Eastern Rd Grafton OH 44044

Agency Use Only [If applicable]

Project :

Date :

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

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) ☐ NO ☑ YES

If "Yes", answer questions a - j. If "No", move on to Section 2.

	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	☐	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☐	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☐	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☐	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☐	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☑	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☐	☐
h. Other impacts: _____ _____		☐	☐

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	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____ _____		☐	☐

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	☐	☐
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	☐	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☐	☐
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	☐	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☐	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☐	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☐	☐
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	☑	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☐	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☐	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☐	☐

l. Other impacts: _____		☐	☐

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. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) ☑ NO ☐ YES
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	☐	☐
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	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
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	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
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	☐	☐
h. Other impacts: _____		☐	☐

5. Impact on Flooding
The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) ☐ NO ☑ YES
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	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☑	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☑	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

g. Other impacts: _____		☐	☐

6. Impacts on Air

The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) ☑NO ☐YES

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)	D2g	☐	☐
ii. More than 3.5 tons/year of nitrous oxide (N_2O)	D2g	☐	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF_6)	D2g	☐	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐
vi. 43 tons/year or more of methane	D2h	☐	☐
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	☐	☐
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	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____		☐	☐

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	☐	☐
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	☐	☐
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	☐	☐
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	☐	☐

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	☐	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☐	☐
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	☐	☐
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	☐	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☐	☐
j. Other impacts: _____ _____		☐	☐

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	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, Elb	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
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	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	El a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

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.) ☑ NO ☐ YES
If "Yes", answer questions a - g. If "No", go to Section 10.

	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	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
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	☐ ☐	☐ ☐
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	☐ ☐	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____		☐	☐

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.) ☐ NO ☑ YES
If "Yes", answer questions a - e. If "No", go to Section 11.

	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 the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	☑	☐
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	☐	☐
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	☐	☐

d. Other impacts: _____		☐	☐
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	☐	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☐	☐
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	☐	☐

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.
(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

☑ NO ☐ YES

	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	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____		☐	☐

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)
If "Yes", answer questions a - c. If "No", go to Section 13.

☑ NO ☐ YES

	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	☐	☐
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	☐	☐
c. Other impacts: _____		☐	☐

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	☐	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☐
c. The proposed action will degrade existing transit access.	D2j	☐	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☐	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☐
f. Other impacts: _____		☐	☐

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	☐	☐
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	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
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	☐	☐
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	☐	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☐	☐

d. The proposed action may result in light shining onto adjoining properties.	D2n	☐	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☐
f. Other impacts: _____ _____		☐	☐

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 cccur	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	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
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	☐	☐
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	☐	☐
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	☐	☐
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	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☑	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
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	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____ _____		☐	☐

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", go to Section 18.

	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	☐	☐
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	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
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	☐	☐
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	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____ _____		☐	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) ☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	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	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
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	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____ _____		☐	☐

PRINT FULL FORM

Agency Use Only [If Applicable]
Project:
Date:

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts and Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:
To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

The project involves the physical disturbance of 6.18 acres of land for the construction of an 80,000 sq. ft. facility and associated parking and landscaping.

The project may have a small to moderate impact on land and surface water because of the physical disturbance associated with construction and the Project will increase impervious surface are the area by 0.3 acres. However, stormwater will be directed to an on-site management system and discharged at a controlled rate equal to or less than existing to the existing storm sewer system. Appropriate implementation of stormwater controls (during and after construction) and limiting the extent of disturbed areas at any given time will significantly reduce potential for erosion and any resultant impacts.

The Project site is located in the floodplain, but the site is already developed with older industrial type buildings and parking areas. The Project will improve site conditions with respect to flooding by razing the existing structures and constructing a new facility with modern stormwater controls,

The Project site is located near buildings eligible for listing on the State Registry of Historic Places. However, as noted he site is already developed with older industrial type buildings and parking areas. The Project will improve site conditions with respect to aesthetics by razing the existing structures and constructing a new facility that is consistent with the architecture of JMA's global headquarters located directly across the street.

The Project site is located adjacent to a brownfield site and is likely to be contaminated as well. The Project will remediate any contamination and improve the quality of human health and the environment as a result.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☑ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☑ Part 1 ☑ Part 2 ☑ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the City of 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 617.7(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: JMA Campus Expansion Project and Associated Acquisition of Real Property

Name of Lead Agency: City of Syracuse Industrial Development Agency

Name of Responsible Officer in Lead Agency: Judith DeLaney

Title of Responsible Officer: Executive Director

Signature of Responsible Officer in Lead Agency: DocuSigned by: Judith DeLaney C938C8B871BA42A... Date: 01/24/23

Signature of Preparer (if different from Responsible Officer) Date:

For Further Information:

Contact Person: Judith DeLaney

Address: City Hall Commons, 6th Floor, 201 E. Washington St., Syracuse, NY 13202

Telephone Number: 315-448-8100

E-mail: JDelaney@syrgov.net

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

PRINT FULL FORM

EXHIBIT "I"

ORDER

FILED: ONONDAGA COUNTY CLERK 04/21/2023 01:38 PM INDEX NO. 001150/2023
NYSCEF DOC. NO. 42 RECEIVED NYSCEF: 04/21/2023

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

Onondaga County Clerk Recording Cover Sheet

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SYRACUSE, NY 13202

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ONE LINCOLN CENTER
SYRACUSE, NY 13202

First NAME
CAROLINE C WALCH TRACT, BOX MAP

Index Type : Miscellaneous Filed
File Number : 2023-00000550 **Orig File #:** 2023-00011184

Type of Instrument : Miscellaneous Maps
Type of Transaction : Misc Filing
Recording Fee: $10.00

Recording Pages : 2

Recorded Information

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) : 04/12/2023

At (Recorded Time) : 11:03:06 AM

Doc ID - 050090970002

Lisa Dell, County Clerk

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: JSTANISTREET Printed On : 04/13/2023 At : 12:46:12PM

FILED: ONONDAGA COUNTY CLERK 04/21/2023 01:38 PM INDEX NO. 001150/2023
NYSCEF DOC. NO. 42 RECEIVED NYSCEF: 04/21/2023

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

Onondaga County Clerk Recording Cover Sheet

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ONE LINCOLN CENTER
SYRACUSE, NY 13202

First NAME
CAROLINE C WALCH TRACT, BOX MAP

Index Type : Miscellaneous Filed
File Number : 2023-00000551 **Orig File #:** 2023-00000550

Type of Instrument : Miscellaneous Maps
Type of Transaction : Misc Filing
Recording Fee: $10.00

Recording Pages : 2

Recorded Information

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) : 04/12/2023

At (Recorded Time) : 11:03:16 AM

Doc ID - 050090980002

Lisa Dell, County Clerk

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: JSTANISTREET Printed On : 04/13/2023 At : 12:53:32PM

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

Onondaga County Clerk Recording Cover Sheet

Received From :
BOND SCHOENECK & KING PLLC
ONE LINCOLN CENTER
SYRACUSE, NY 13202

Return To :
BOND SCHOENECK & KING PLLC
ONE LINCOLN CENTER
SYRACUSE, NY 13202

First PARTY 1
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY BY ORDER

First PARTY 2
HORIZON TRANSPORT LLC BY ORDER

Index Type : Land Records
Instr Number : 2023-00011184 **Orig Instr #:** 2023-00000551
Book : **Page :**

Type of Instrument : Order
Type of Transaction : Deed Misc
Recording Fee: $75.50
Recording Pages : 6

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

Real Estate Transfer Tax

RETT # :	8651
Deed Amount :	$0.00
RETT Amount :	$0.00
Total Fees :	$75.50

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) : 04/12/2023
At (Recorded Time) : 11:01:49 AM

Doc ID - 050090960006

Lisa Dell, County Clerk

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: JSTANISTREET Printed On : 04/13/2023 At : 3:09:12PM

File Number: 2023-00011184 Seq: 1

At a Special Term of the Supreme Court, held in and for the County of Onondaga, State of New York, at 401 Montgomery St., Syracuse, NY On the 8th day of March, 2023.

STATE OF NEW YORK
SUPREME COURT : ONONDAGA COUNTY

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY,

Petitioner,

vs.

HORIZON TRANSPORT, LLC,

Respondent.

ORDER

Index No.: 001150/2023

misc trial maps # 2023-550 2023-551

A petition having been made by City of Syracuse Industrial Development Agency ("Petitioner") pursuant to Section 402 of the Eminent Domain Procedure Law of the State of New York and having duly come to be heard on the 8th day of March, 2023, for an order granting Petitioner fee title to the property owned by Respondent as shown on Exhibit A and identified as tax map numbers 094.-04-01.0, 094.-04-02.0, 094.-04-20.0 and 094.-04-21.0 in the City of Syracuse, Onondaga County, New York (the "Property") pursuant to Petitioner's power of eminent domain under Section 858 of the New York State General Municipal Law,

NOW, upon the reading and filing of the Notice of Petition, dated February 5, 2023, the Verified Petition, with Exhibits A-L, dated February 5, 2023, and no objection to the filing of the acquisition map or maps having been made, it is hereby

ORDERED, that Petitioner's Verified Petition authorizing the filing of an acquisition map or maps conveying fee title to the Property is GRANTED, and it is further

Record and return to:
Bond, Schoeneck & King, PLLC ATTN: Kathleen Bennett, Esq.
One Lincoln Center, Syracuse, NY 13202

ORDERED, that upon the filing of the acquisition map or maps, fee title to the Property shall vest in Petitioner, and it is further

ORDERED, that Petitioner shall not be required to file an undertaking as the Respondent failed to comply with Section 302 of the Eminent Domain Procedure Law by denying Petitioner's appraiser access to perform an inspection of the Property, and it is further

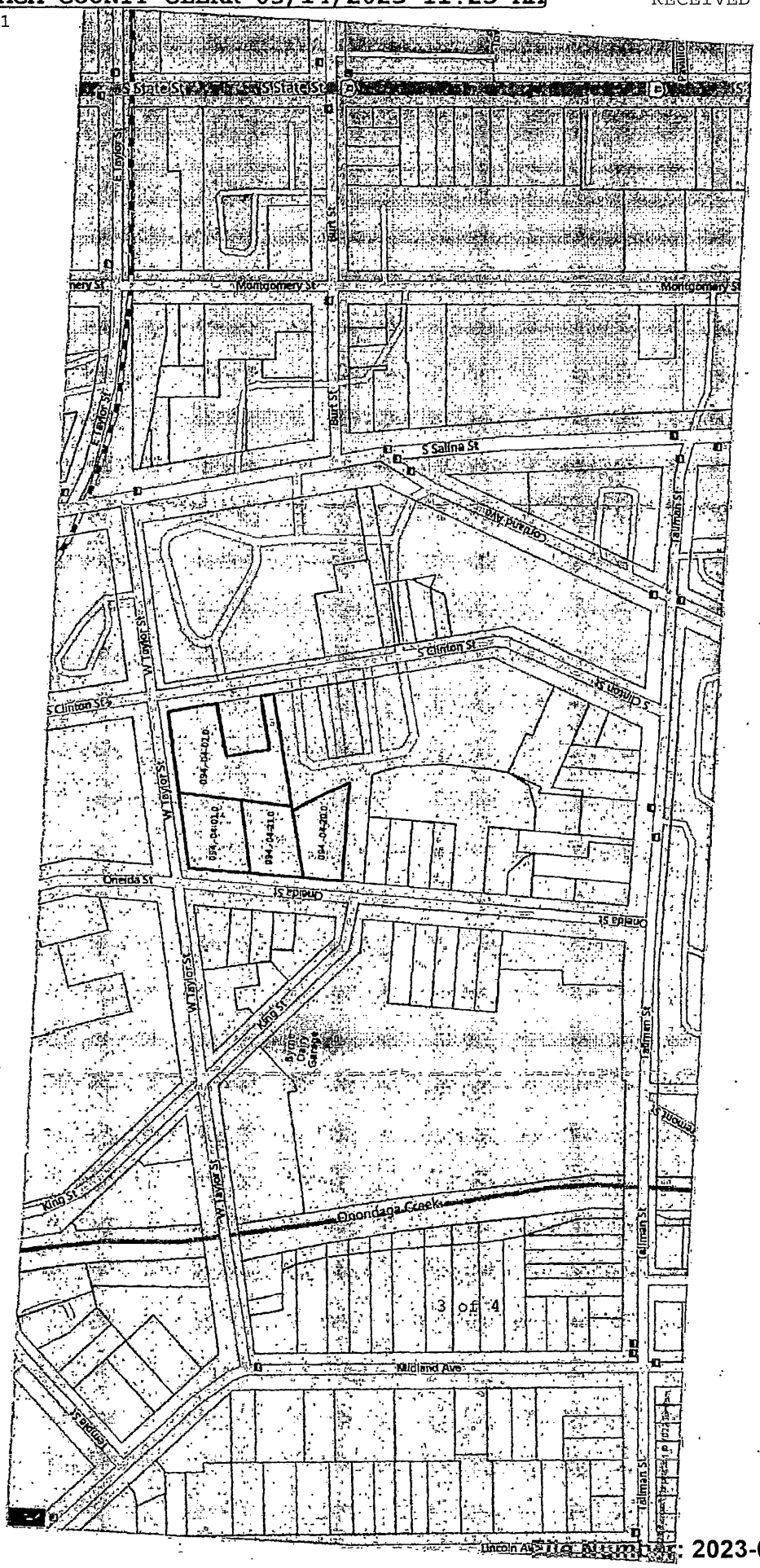
ORDERED, that if Respondent wishes to seek compensation, then Respondent must file any claims pursuant to Section 503 of the Eminent Domain Procedure Law on or before December 31, 2023.

Dated: March 14, 2023

ENTER

Hon. Robert E. Antonacci II, J.S.C.

EXHIBIT A


S State St
Montgomery St
S Salina St
Oswego Blvd
S Clinton St
W Taylor St
Oneida St
King St
Onondaga Creek
Tallman St
Midland Ave
Lincoln Ave
094-04-01.0
094-04-31.0
094-04-30.0

FILED: ONONDAGA COUNTY CLERK 03/14/2023 11:23 AM INDEX NO. 001150/2023
NYSCEF DOC. NO. 21 RECEIVED NYSCEF: 03/14/2023

Legal Description

Parcel I

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York and bounded and described as follows: BEGINNING at the intersection of the southerly line of West Taylor Street and the westerly line of South Clinton Street; thence S. 12° 55' 00" East along the westerly line of South Clinton Street, 197.98 feet to a point; thence South 77° 5' 00" West, 204.02 feet to a point; thence North 2° 36' 02" East, 209.62 feet to a point; thence North 78° 44' 00" East, 148 feet to the point and place of beginning.

EXCEPTING those premises conveyed by EL-ROH Realty Corporation to Syracuse Stamping Co. Inc. by deed dated February 16, 1953 and recorded on February 16, 1953 in the Onondaga County Clerk's Office in Book 1610 of Deeds at page 587.

Parcel II

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga, State of New York, being part of Lots 32 and 33, Block D of the Caroline C. Walch Tract and part of Farm Lots 179 and 336 of the former Salt Springs Reservation, and being lands conveyed by Executive Cleaners, Inc. to Coyne Industrial Laundry, Inc. of Syracuse by deed dated April 14, 1984 and recorded in the Onondaga County Clerk's Office in Book of Deeds 2197 at page 413, and being more particularly described as follows: BEGINNING at a point on the southerly boundary of Taylor Street at its intersection with the easterly boundary of Oneida Street; running thence North 78° 44' 00" East along the southerly boundary of Taylor Street, a distance of 136.89 feet to the northeasterly corner of said lands conveyed to Coyne Industrial Laundry, Inc. of Syracuse by deed dated April 14, 1964 and recorded in the Onondaga County Clerk's Office May 15, 1964 in Book of Deeds 2197 at page 413; thence South 2° 36' 15" West along the easterly boundary of said lands, a distance of 209.46 feet to an angle point therein; thence South 77° 09' 50" West continuing along said boundary, a distance of 9.05 feet to its intersection with the westerly boundary of lands granted by The People of the State of New York to Syracuse Stamping Company by Letters Patent, dated March 30, 1930 and recorded in the Onondaga County Clerk's Office May 5, 1930 in Book of Deeds 622 at page 351; thence South 31° 40' 50" East along said westerly grant line, a distance of 50.20 feet to an angle point; thence South 27° 28' 50" East continuing along said grant line, a distance of 50.00 feet to an angle point; thence South 25° 38' 20" East continuing along said grant line, a distance of 14.84 feet to its intersection with the southerly boundary of the aforementioned lands conveyed to Coyne Industrial Laundry, Inc. of Syracuse; thence North 88° 58' 00" West along said southerly boundary, a distance of 176.88 feet to its intersection with the easterly boundary of Oneida Street; thence North 1° 02' 00" East along said easterly street boundary a distance of 281.83 feet to the point of beginning.

STATE OF NEW YORK, COUNTY OF ONONDAGA SS
I, LISA DELL, CLERK OF THE COUNTY OF ONONDAGA OF THE COUNTY COURT OF SAID COUNTY AND OF THE SUPREME COURT BOTH BEING COURTS OF RECORD HAVING A COMMON SEAL DO HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH THE ORIGINAL FILED, RECORDED, FILED AND RECORDED, FILED AND ENTERED OR ENTERED IN THIS OFFICE AND THAT THE SAME IS A CORRECT TRANSCRIPT THEREOF AND OF THE WHOLE OF SAID ORIGINAL.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF SAID COUNTY AND COURTS ON

Date 3/17/23

Lisa Dell
Clerk

Facsimile signature used pursuant to Sec. 903 County Law

EXHIBIT "J"

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 21st day of November, 2023, at 8:00 a.m., local time, at 233 East Washington Street, Common Council Chambers, City Hall, Syracuse, New York, in connection with the following matter:

JMA Tech Properties, 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 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. 094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St, & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York (collectively, the "Land"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities (as it moves inventory to the new Smart Logistics Center) as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (the "Facility"); (iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, 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 will 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, are available for public inspection

during the business hours at the office of the Agency located at One Park Place, 300 South State Street, 7th Floor, Syracuse, New York.

Dated: November 2, 2023

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

BOUSQUET HOLSTEIN PLLC

110 WEST FAYETTE STREET ▪ ONE LINCOLN CENTER ▪ SUITE 1000 ▪ SYRACUSE, NEW YORK 13202 ▪ PH: 315.422.1500 ▪ FX: 315.422.3549

November 2, 2023

VIA CERTIFIED MAIL
7022 3330 0001 7940 4401

Honorable Benjamin Walsh
Mayor, City of Syracuse
City Hall
233 East Washington Street
Syracuse, New York 13202

VIA CERTIFIED MAIL
7022 3330 0001 7941 2246

Honorable J. Ryan McMahon, II
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***")
JMA Tech Properties, LLC (the "***Company***")
JMA Tech Properties, LLC Project 2 (the "***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 consists of: (A)(i) the acquisition of an interest in approximately 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. 094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St, & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517

Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York (collectively, the "***Land***"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities (as it moves inventory to the new Smart Logistics Center) as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (the "***Facility***"); (iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, 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.

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 21, 2023 at 8:00 a.m.** in the Common Council Chambers at City Hall.

Very truly yours,

/s/ Susan R. Katzoff

Susan R. Katzoff

SRK/llm
Enclosure

cc: Eric Ennis, Executive Director, City of Syracuse Industrial Development Agency, via email (w/Enclosure)

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 21st day of November, 2023, at 8:00 a.m., local time, at 233 East Washington Street, Common Council Chambers, City Hall, Syracuse, New York, in connection with the following matter:

JMA Tech Properties, 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 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. 094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St, & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York (collectively, the "***Land***"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities (as it moves inventory to the new Smart Logistics Center) as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (the "***Facility***"); (iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, 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 will 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, are available for public inspection

during the business hours at the office of the Agency located at One Park Place, 300 South State Street, 7th Floor, Syracuse, New York.

Dated: November 2, 2023

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

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Honorable Benjamin Walsh
Mayor, City of Syracuse
City Hall
233 East Washington Street
Syracuse, New York 13202

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2. Article Number *(Transfer from service label)*

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1. Article Addressed to:

Honorable J. Ryan McMahon, II
County Executive, Onondaga County
John Mulroy Civic Center, 14th Floor
421 Montgomery Street
Syracuse, New York 13202

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X M. Prentice ☐ Agent ☐ Addressee

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City, State, ZIP+4®
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Date	Position	Description	P.O. Number	Ad Size
11/09/2023	Other Legals NY	NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that	C2147L.00035	1 x 140.00 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 11/09/2023

Pamela Gallagher
Principal Clerk
An Authorized Designee of the President, Timothy R. Kennedy
Subscribed and sworn to before me, this 9th day of November 2023

NOTARY PUBLIC

LOIS ROTCHFORD
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RO6395132
Qualified in Onondaga County
My Commission Expires 7/08/2027

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
PLEASE CONTACT PAMELA GALLAGHER AT
(315) 470-2051 OR Legals@Syracuse.com

Ad Number:0010788686-01

Date	Position	Description	P.O. Number	Ad Size
11/09/2023	Other Legals NY	NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that a	C2147L.00035	1 x 140.00 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 21st day of November, 2023, at 8:00 a.m., local time, at 233 East Washington Street, Common Council Chambers, City Hall, Syracuse, New York, in connection with the following matter: JMA Tech Properties, 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 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. 094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St, & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York (collectively, the "Land"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities (as it moves inventory to the new Smart Logistics Center) as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (the "Facility"); (iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, 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 will 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, are available for public inspection during the business hours at the office of the Agency located at One Park Place, 300 South State Street, 7th Floor, Syracuse, New York. Dated: November 2, 2023 CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

EXHIBIT "K"

INDUCEMENT RESOLUTION

INDUCEMENT RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on November 21, 2023 at 8:00 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 Chair and upon the roll being duly called, the following members were:

PRESENT: Kathleen Murphy, Rickey T. Brown, Steven Thompson, Kenneth Kinsey, Dirk Sonneborn

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Eric Ennis, Kyle DeMarco, Susan Katzoff, Esq., Lori McRobbie; Others Present: Wendy Lougnot, Esq., Merike Treier, Shawn Murphy, Dino Peios, John Michael Duby, Gary Ayers, Nayel Ashkar, Jeremy Boyer

The following resolution was offered by Kenneth Kinsey and seconded by Rickey T. Brown:

RESOLUTION AUTHORIZING: (1) THE UNDERTAKING, ACQUISITION, DEMOLITION, CONSTRUCTION, EQUIPPING AND COMPLETION OF A PROJECT; (2) APPOINTING THE COMPANY AS AGENT OF THE AGENCY FOR THE PURPOSE OF THE ACQUISITION, DEMOLITION, CONSTRUCTION, EQUIPPING AND COMPLETION OF THE PROJECT; (3) AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE AGENCY AND THE COMPANY; AND (4) AUTHORIZING THE EXECUTION AND DELIVERY OF A LICENSE AGREEMENT

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, and 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 acquire, lease and sell real property and grant financial assistance in connection

with one or more "projects" (as defined in the Act); and

WHEREAS, previously, at the request of JMA Tech Properties, LLC, a New York limited liability company, or an entity to be formed (the "***Company***"), the Agency undertook a project (the " ***Original Project***") consisting in part of the reconstruction and renovation of an existing structure(s) and the construction of a one-story approximately 40,000 sq. ft. building addition, all to house, among other things, manufacturing space, corporate and production engineering offices, testing, assembly, manufacturing and support spaces, a client experience center, restrooms, warehouse and loading dock areas; and

WHEREAS, in June, 2020, the Company and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of then approved financial assistance for the Original Project(the "***Original Lease Transaction***") and executed numerous documents in conjunction therewith (collectively, the "***Original Lease Documents***"); and

WHEREAS, the Company has now advised of its intent to expand and leverage the Original Project as part of its continued growth and commitment to US and NYS manufacturing and develop a Project (as defined herein) to include a state of the art high bay facility to act as a logistics and program staging center. The Company advised that it will be relocating facilities, both in state and out of state, to this new location. Each of these other facilities are operating on a month to month lease and each lease will terminate prior to the relocation; and

WHEREAS, in order to undertake the Project, the Company needed to obtain title to the following properties: 225 West Taylor Street (094-04-01), 201-07 West Taylor Street (094-04-02), 521-27 Oneida Street (094-04-20) and 517 Oneida Street (094-04-21) (collectively, the "***Additional Parcels***"); and

WHEREAS, to, promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping, furnishing and completing of the Project, 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, including the elimination of blight, the Agency agreed to enter into a preferred developer agreement (the "***PDA***") with the Company to accomplish the Project; and

WHEREAS, pursuant to the PDA, and as necessary for the Project, the Agency agreed to facilitate the acquisition of the Additional Parcels by negotiated sale or, if such was not attainable, through eminent domain. The Agency acquired title to the Additional Parcels on April 12, 2023 and intends, in accordance with the PDA, to transfer title to the Additional Parcels to the Company; and

WHEREAS, the Company has requested the Agency agree to enter into a license agreement with the Company to permit early access to the Additional Parcels to allow the Company to clean the trash and debris from the property and to secure the Additional Parcels as well (the "***License Agreement***"); and

WHEREAS, the Company, by application dated November 18, 2022 (the

"***Application***"), requested the Agency undertake a project (the "***Project***") consisting of: (A)(i) the acquisition of an interest in approximately 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. (094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St. & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York (collectively, the "***Land***"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities (as it moves inventory to the new Smart Logistics Center) as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (the "***Facility***"); (iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, construction, 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 affirmed in its application that the Project will create forty (40) new full time equivalent jobs; and

WHEREAS, as part of the Financial Assistance, the Company requested the Agency consider a payment in lieu of tax ("***PILOT***") schedule which conforms with the Agency's Uniform Tax Exemption Policy ("***UTEP***") established pursuant to General Municipal Law Section 874(4); and

WHEREAS, the Agency adopted a resolution on November 22, 2022, describing the Project and the proposed Financial Assistance and authorizing a public hearing with respect thereto ("***Public Hearing Resolution***"); and

WHEREAS, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on November 21, 2023 pursuant to Section 859-a of the Act, notice of which was published on November 9, 2023, 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 November 2, 2023; 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 January 24, 2023, the Agency classified the Project as a Type 1 Action pursuant to SEQRA, declared the Agency lead agency for purposes of a coordinated review thereunder and determined that the action will not have a significant adverse effect on the environment and issued a Negative Declaration (the "***SEQRA Resolution***"); and

WHEREAS, the Agency has given due consideration to the policy, purposes and requirements of the Act and to the Application and the 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, as set forth in the recitals hereof and which are incorporated herein by reference, the Agency hereby makes the following findings and determinations:

(A) The Project constitutes a "*project*" within the meaning of the Act;

(C) 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 acquire, construct, 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;

(D) 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;

(E) The Financial Assistance approved hereby includes an exemption from State and local sales and use taxes in an amount not to exceed **$1,550,000** and mortgage recording taxes in the approximate amount of **$183,158**;

(F) To appoint the Company as agent of the Agency as further set forth herein; and

(G) To authorize the execution and delivery of the License Agreement with the Company for the purposes set forth herein.

Section 3. The Company shall execute and deliver a copy of the agreement attached hereto at **Exhibit "A"** to the Agency within **fourteen (14) business days** from the date of this Resolution (the "***Agreement***"). The Agency shall have no obligation to confer any approved benefits authorized herein or in any other resolution adopted by the Agency with respect to the Project, and all such approvals shall be subject to recission should the Company fail to execute and deliver the Agreement in accordance with the terms hereof.

Section 4. As a condition to the appointment of the Company as agent of the Agency, and the conference of any approved Financial Assistance, the Company and the Agency shall first execute and deliver: (i) the Agreement; (ii) a project agreement in substantially the same form used by the Agency in similar transactions (the "***Project Agreement***"); and (iii) the Lease Documents (as defined herein), unless otherwise authorized by the Agency, and the Company shall provide proof that all real estate taxes due and owing on the Project Facility are current. The Chair, Vice Chair or Executive Director of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the Agreement, the Project Agreement and the Lease Documents (as defined herein), in form and substance similar to other such agreements and documents used by the Agency for similar transactions, with changes in terms and form as shall be consistent with this Resolution and as the Chair or Vice Chair shall approve. The execution thereof by the Chair, Vice Chair and/or Executive Director shall constitute conclusive evidence of such approval. Subject to the due execution and delivery by the Company of the Agreement, the Project Agreement and the Lease Documents, the satisfaction of the conditions of this Resolution, the Agreement, the Project Agreement, the Lease Documents and the payment

by the Company of any attendant fees and costs of the Agency, the Company and its designees, are appointed the true and lawful agent of the Agency to proceed with the reconstruction, renovation, restoration, preservation, 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 amount of State and local sales and use tax exemption benefits comprising the Financial Assistance approved herein shall not exceed **$1,550,000.**

Section 5. Subject to the terms of this Resolution and the execution and delivery of, and the conditions set forth in the Agreement and the Project Agreement, and the adoption of a PILOT resolution by the Agency, the Agency will: (i) transfer title of the Additional Parcels to the Company and 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, and all other documents required by the Agency for similar transactions, including but not limited to, an environmental compliance and indemnification agreement, collectively, the "***Lease Documents***") to be entered into between the Agency and the Company; (iii) grant the approved Financial Assistance, subject to the approval and execution of the PILOT Agreement; and (iv) provided that no default shall have occurred and be continuing under the Agreement 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, in form and substance acceptable to the Agency.

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. Subject to the terms of this Resolution, the Agreement and the Project Agreement, 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, restoration, preservation, 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 Chair, Vice Chair and/or the Executive Director 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 as the (Vice) Chair deems appropriate, 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, the Agreement and/or the Project Agreement.

Section 9. The obligation of the Agency to consummate any transaction contemplated herein or hereby is subject to and conditioned upon the Company's execution and delivery of the Lease Documents and the documents set forth in Sections 3, 4 and 5 hereof.

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 entering of the License Agreement or its 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. Bousquet Holstein PLLC, as 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 the License Agreement, the 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:

	AYE	NAY
Kathleen Murphy	X	
Steven Thompson	X	
Rickey T. Brown	X	
Kenneth Kinsey	X	
Dirk Sonneborn	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 21, 2023, with the original thereof on file on file in the office of the Agency, 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 on 11/30/2023.

City of Syracuse Industrial Development Agency

DocuSigned by:
Rickey Brown
65E35E032BE24D9...

Rickey T. Brown, 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, 6th Floor, Syracuse, New York 13202 and **JMA TECH PROPERTIES, LLC**, with a mailing address of P.O. Box 678, Liverpool, New York 13088 (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 November 14, 2022 (the "***Application***"), requested the Agency undertake a project (the "***Project***") consisting of: (A)(i) the acquisition of an interest in approximately 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. 094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St, & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-

04-21.0), all located in the City of Syracuse, New York (collectively, the "***Land***"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities (as it moves inventory to the new Smart Logistics Center) as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (the "***Facility***"); (iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, construction, 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 affirmed in its application that the Project would create forty (40) new full time equivalent jobs.

1.03(a). All documents necessary to effectuate the Agency's undertaking of the Project and the granting of the approved Financial Assistance between the Agency and the Company, including but not limited to, a project agreement, a company lease agreement, an agency lease agreement, 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 construction, 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 construct 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.

1.05. The Agency has determined that the acquisition of a controlling interest in, and the construction 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 November 21, 2023, 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, construction 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 to exceed **$1,550,000.**

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 construction and equipping the Project Facility, entering into contracts and doing all things requisite and proper for construction 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 constructing 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 construction 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 construction 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 construction 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 construction 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 construction 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, construction 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, endorsements, binders 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, construction 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 Local Access Agreement 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 construction, 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, construction 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, construction, 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 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 construction 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.

In addition, the Company ratifies and confirms its absolute obligation to pay on demand all of the Agency's legal fees associated with the undertaking of the Project, including but not limited to, review of the application, preparation of resolutions and attendance at meetings and to correspondence and calls, regardless of whether benefits are ultimately conferred on the Project.

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; and

(b) the Company, by executing this agreement, acknowledges and agrees to make, or cause its Additional Agents, 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; and

(c) the Company, by executing this Agreement, acknowledges and agrees to the terms and conditions of the Agency's Recapture of Benefits Policy and 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 of Benefits Policy, the Agency shall, and in some instances may, recover, recapture, receive or otherwise obtain from the Company some or all of the Financial Assistance (the "***Recapture Amount***") including, but not limited to: (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 **November 21, 2024**, 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, construction and equipping of the Project Facility;

(b) The Company shall assume and be responsible for any contracts for the construction 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.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the 21st day of November, 2023.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Eric Ennis, Executive Director

JMA TECH PROPERTIES, LLC

By: _____
Dino Peios, Vice President of Finance

EXHIBIT "L"

PILOT RESOLUTION

PILOT RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on November 21, 2023 at 8:00 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 Chair and upon roll being called, the following members of the Agency were:

PRESENT: Kathleen Murphy, Rickey T. Brown, Steven Thompson, Kenneth Kinsey, Dirk Sonneborn

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Eric Ennis, Kyle DeMarco, Susan Katzoff, Esq., Lori McRobbie; Others Present: Wendy Lougnot, Esq., Merike Treier, Shawn Murphy, Dino Peios, John Michael Duby, Gary Ayers, Nayel Ashkar, Jeremy Boyer

The following resolution was offered by Kenneth Kinsey and seconded by Rickey T. Brown:

RESOLUTION APPROVING A PAYMENT IN LIEU OF TAX SCHEDULE AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY 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, 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 by application dated November 14, 2022 (the "***Application***"), JMA Tech Properties, 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 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton

St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. (094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St. & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York (collectively, the "***Land***"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities (as it moves inventory to the new Smart Logistics Center) as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (the "***Facility***"); (iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, construction, 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, by resolution adopted January 24, 2023, the Agency classified the Project as a Type 1 Action pursuant to SEQRA, declared the Agency lead agency for purposes of a coordinated review thereunder and determined that the action will not have a significant adverse effect on the environment and issued a Negative Declaration (the "***SEQRA Resolution***"); and

WHEREAS, on November 21, 2023, the Agency resolved to take official action toward the acquisition, construction, equipping and completion of the Project (the "***Inducement Resolution***"); and

WHEREAS, as part of the Financial Assistance, the Company requested the Agency consider a 15-year payment in lieu of tax schedule, as more fully described on **Exhibit "A"** attached hereto (the "***PILOT Schedule***"), which schedule conforms with the Agency's Uniform Tax Exemption Policy ("***UTEP***") established pursuant to General Municipal Law Section 874(4); and

WHEREAS, the scheduled abatements for the taxes owed on the improvements made as a result of the Project will commence following the remediation and construction period. As such, the first *abatement* payment under the payment in lieu of tax schedule will occur on July 1, 2026 representing the July 1, 2026-June 30, 2027 City and School payment and January 1, 2027 County payment in accordance with the payment in lieu of taxes agreement (the "***PILOT Agreement***"), the PILOT Schedule and this Resolution; and

WHEREAS, the Agency has given due consideration to the Application and to representations by the Company that the proposed PILOT Schedule, as part of the Financial Assistance: (i) will induce the Company to develop the Project Facility in the City of Syracuse; (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) undertaking the Project will advance job opportunities in the State and promote the general prosperity and economic welfare of the inhabitants of the City of Syracuse in furtherance of the purposes of the Act.

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, and the reasons presented by the Company in support of its request for the PILOT schedule, the Agency hereby approves and the (Vice) Chair and Executive Director, acting individually, are each authorized to execute and deliver a PILOT agreement (the "***PILOT Agreement***") providing for the payment schedule attached as **Exhibit "A"** hereto, all in such form and substance as shall be substantially the same as approved by the Agency for other similar transactions and consistent with this Resolution and as approved by the Chair or Vice Chair of the Agency upon the advice of counsel to the Agency.

(2) The scheduled abatements for the taxes owed on the improvements made as a result of the Project will commence following the remediation and construction period. As such, the first *abatement* payment under the payment in lieu of tax schedule will occur on July 1, 2026 representing the July 1, 2026-June 30, 2027 City and School payment and January 1, 2027 County payment.

(3) The (Vice) Chair and/or Executive Director, 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 and all 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 herein as the (Vice) Chair shall approve, 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.

(3) No covenant, stipulation, obligation or agreement contained in this Resolution or any document referred to above 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.

(4) The Secretary and/or the Executive Director of the Agency are hereby authorized 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.

(5) This Resolution shall take effect immediately, but is subject to execution by the Company of the documents set forth in the Inducement Resolution, including but not limited to, the Lease Documents (as defined in the Inducement Resolution) and the PILOT Agreement and compliance with all other resolutions and other related documents adopted and/or approved by the Agency in conjunction with the Project and/or as set forth herein.

(6) Bousquet Holstein PLLC, as counsel to the Agency, is hereby authorized to work with the Company and others to prepare, for submission to the (Vice) Chair and/or Executive Director for execution and delivery, all documents necessary to effect the undertaking of the Project and the grant of Financial Assistance in connection with the Project.

(7) 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:

	AYE	**NAY**
Kathleen Murphy	X	
Steven Thompson	X	
Rickey T. Brown	X	
Kenneth Kinsey	X	
Dirk Sonneborn	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 21, 2023, with the original thereof on file on file in the office of the Agency, and that the same (including any and 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 on 11/30/2023.

City of Syracuse Industrial Development Agency

DocuSigned by:
Rickey Brown
65E35E032BE24D9...

Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "A"

PROPOSED PILOT SCHEDULE

Total Annual Payment

Year	*Amount*
1	$82,804.42
2	$84,460.51
3	$86,149.72
4	$87,872.71
5	$89,630.17
6	$91,422.77
7	$93,251.23
8	$95,116.25
9	$97,018.58
10	$98,958.95
11	$141,831.01
12	$186,378.37
13	$232,650.89
14	$280,699.76
15	$330,577.53
Total	$2,078,822.87

EXHIBIT "M"

FINAL APPROVING RESOLUTION

FINAL APPROVING RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on November 21, 2023 at 8:00 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 Chair and upon the roll being duly called, the following members were:

PRESENT: Kathleen Murphy, Rickey T. Brown, Steven Thompson, Kenneth Kinsey, Dirk Sonneborn

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Eric Ennis, Kyle DeMarco, Susan Katzoff, Esq., Lori McRobbie; Others Present: Wendy Lougnot, Esq., Merike Treier, Shawn Murphy, Dino Peios, John Michael Duby, Gary Ayers, Nayel Ashkar, Jeremy Boyer

The following resolution was offered by Kenneth Kinsey and seconded by Rickey T. Brown:

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, JMA Tech Properties, LLC, or an entity to be formed (the "***Company***"), by application dated November 14, 2022 (the "***Application***"), requested that the Agency undertake a project (the "***Project***") consisting of: (A)(i) the acquisition of an interest in approximately 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St.

094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St, & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York (collectively, the "***Land***"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities (as it moves inventory to the new Smart Logistics Center) as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (the "***Facility***"); (iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, construction, 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 21, 2023 pursuant to Section 859-a of the Act, notice of which was published on November 9, 2023, 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 November 2, 2023; 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, by resolution adopted January 24, 2023, the Agency classified the Project as a Type 1 Action pursuant to SEQRA, declared the Agency lead agency for purposes of a coordinated review thereunder and determined that the action will not have a significant adverse effect on the environment and issued a Negative Declaration (the "***SEQRA Resolution***"); and

WHEREAS, the Agency adopted a resolution on November 21, 2023 (the "***Inducement Resolution***") entitled:

RESOLUTION AUTHORIZING THE UNDERTAKING, ACQUISITION, DEMOLITION, CONSTRUCTION, EQUIPPING AND COMPLETION OF A COMMERCIAL FACILITY; APPOINTING THE COMPANY AS AGENT OF THE AGENCY FOR THE PURPOSE OF THE ACQUISITION, DEMOLITION, CONSTRUCTION, 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

WHEREAS, the Agency adopted a resolution on November 21, 202 (the "***PILOT Resolution***") entitled:

RESOLUTION APPROVING AN PAYMENT IN LIEU OF TAX SCHEDULE AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A PILOT AGREEMENT

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 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, equip and complete the Project Facility.

(d) The acquisition, construction, 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, reconstructing, renovating, improving, maintaining, equipping, furnishing and completing 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 Agreement, and the Project Agreement (each as defined in the Inducement Resolution), and the adoption of a PILOT 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) subject to the terms of the Agency Lease and other documents, 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; (D) execute and deliver any and all necessary documents to confer the approved Financial Assistance, subject to approval and execution of the PILOT Agreement; 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 Chair, Vice Chair and the Executive Director 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 as well as the Lease Documents (as defined in the Inducement 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, as approved by the Chair or Vice Chair, 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. 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 7. Bousquet Holstein PLLC, as counsel to the Agency, is hereby authorized to work with the Company and others to prepare, for submission to the (Vice) Chair and/or Executive Director for execution and delivery, all documents necessary to effect the undertaking of the Project and the grant of Financial Assistance in connection with the Project.

Section 8. 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 9. 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 10. 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:

	AYE	NAY
Kathleen Murphy	X	
Steven Thompson	X	
Rickey T. Brown	X	
Kenneth Kinsey	X	
Dirk Sonneborn	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 21, 2023, with the original thereof on file in the office of the Agency, 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 on 11/30/2023.

City of Syracuse Industrial Development Agency

DocuSigned by:
65E35E032BE24D9...

Rickey T. Brown, Secretary

(S E A L)

GENERAL CERTIFICATE OF

JMA TECH PROPERTIES, LLC

This certificate is made in connection with the execution by JMA Tech Properties, LLC, a limited liability company authorized to do business and in good standing in the State of New York (the "***Company***") of the Project Agreement, the Company Lease, the Agency Lease, the PILOT Agreement, the Mortgage, 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 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. (094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St. & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York (collectively, the "***Land***"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities (as it moves inventory to the new Smart Logistics Center) as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (the "***Facility***"); (iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, construction, 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 December 21, 2023 (the "***Company Lease***") and transfer its interest in the Equipment to the Agency pursuant to a bill of sale dated as of December 21, 2023 (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 December 21, 2023(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 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 limited liability company for the purpose of owning and operating the Project Facility in New York State. 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. On September 27, 2022 the Agency authorized the appointment of the Company as its preferred developer for the purposes of undertaking and completing the Project and the execution and delivery of a preferred developer agreement, dated August 1, 2022 (the "***PDA***"). Attached hereto as **Exhibit "D"** is a true and correct copy of the PDA.

5. 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 Executive Director on behalf of the Company and are in full force and effect as of the date hereof. Attached hereto as **Exhibit "E"** is a true, correct and complete copy of the authorizing resolution of the Company (the "***Resolution***") in respect of the execution, delivery and performance of the Company Documents.

6. 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 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 by the Company.

7. 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.

8. 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.

9. Attached hereto as **Exhibit "F"** is a list of all material pending litigation relating to the Company. Notwithstanding those matters listed on Exhibit "F", 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.

10. 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.

11. 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.

12. Assuming the valid authorization, execution and delivery of the Company Documents by the other parties thereto the 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.

13. 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. The Company represents and warrants that: (i) the Land is currently improved by a structure that will be demolished as part of the Project and construction has yet to begin. As a result, the Company is not now required to carry property and builder's risk insurance. The Company represents, warrants and acknowledges that prior to construction it will obtain, in accordance with all of the provisions in the Agency Lease, dated as of December 21, 2023, by and between the Company and the Agency (the "***Agency Lease***"), property and builder's risk insurance and provide satisfactory proof of same to the Agency.

14. There is no Event of Default on the part of the Company under the Project Agreement, the Company Lease, the Agency Lease, the Mortgage, the PILOT Agreement, 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.

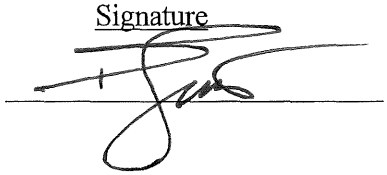
15. The Project Agreement, the Company Lease, the Agency Lease, the Mortgage, the PILOT Agreement, the Environmental Compliance and Indemnification Agreement and the other Company Documents are in full force and effect and the Company has not assigned or pledged any of its rights under these documents.

16. The Company restates and affirms all of the obligations, representations and covenants in the Agency Lease and the Project Agreement and incorporates same herein by reference as if fully set forth herein.

17. The Company acknowledges its obligations to comply with all of the Agency's policies included but not limited to the local hiring and MWBE requirements under the Agency's Project Approval Policy.

18. The Company acknowledges its obligations to comply, as necessary, with Section 224-a of the New York State Labor Law.

19. 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:

Name	Signature	Office/Title
Dino Peios		Vice President Finance

IN WITNESS WHEREOF, I have set my hand and signature as officer of the Company as of December 21, 2023.

JMA TECH PROPERTIES, LLC

By: 
Dino Peios, Vice President Finance

EXHIBIT "A"

ARTICLES OF ORGANIZATION

N.Y.S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

ONLINE FILING RECEIPT

ENTITY NAME: JMA TECH PROPERTIES, LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM. LLC) COUNTY: ONON

FILED:10/09/2019 DURATION:********** CASH#:191009010388 FILE#:191009010388
DOS ID:5635985

FILER:	EXIST DATE
COSTELLO, COONEY & FEARON, PLLC 500 PLUM STREET SUITE 300 SYRACUSE, NY 13204	10/09/2019

ADDRESS FOR PROCESS:
JMA TECH PROPERTIES, LLC
P.O. BOX 678
LIVERPOOL, NY 13088

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: 1910090509 To verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

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 October 09, 2019.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 06/07

ARTICLES OF ORGANIZATION
OF
JMA Tech Properties, 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:

JMA Tech Properties, 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:

JMA Tech Properties, LLC
P.O. Box 678
Liverpool, NY 13088

FIFTH: The limited liability company is to be managed by: ONE OR MORE MANAGERS.

SIXTH: The existence of the limited liability company shall begin upon filing of these Articles of Organization with the Department of State.

SEVENTH: The limited liability company shall have a perpetual existence.

EIGHTH: 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.

Zachary R. Benjamin, (signature)

Zachary R. Benjamin , ORGANIZER
500 Plum Street
Suite 300
Syracuse, NY 13204

Filed by:
Costello, Cooney & Fearon, PLLC
500 Plum Street
Suite 300
Syracuse, NY 13204

FILED WITH THE NYS DEPARTMENT OF STATE ON: 10/09/2019
FILE NUMBER: 191009010388; DOS ID: 5635985

EXHIBIT "B"

OPERATING AGREEMENT

OPERATING AGREEMENT

OF

JMA TECH PROPERTIES, LLC

INDEX

OPERATING AGREEMENT

THIS OPERATING AGREEMENT (this "**Agreement**") is entered into as of the 9th day of October, 2019 by and among **JMA TECH PROPERTIES, LLC**, a New York limited liability company (the "**Company**") and the undersigned Members of the Company (each individually a "**Member**" and collectively, the "**Members**").

EXPLANATORY STATEMENT

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.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally 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 Basis**" means the adjusted basis for determining gain or loss from the sale or exchange or other disposition of property as determined according to Code Section 1011(a).

"**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 the amounts which the Economic Interest Holder is deemed obligated to restore pursuant to Regulation Section 1.704-1(b)(2)(ii)(c); 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).

"**Adjusted Capital Balance**" means, as of any day, an Economic Interest Holder's total Capital Contributions less all amounts of cash and property actually distributed to the Economic Interest Holder including those pursuant to Sections 4.1 and 4.4 hereof. If any Economic Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Adjusted Capital Balance of the transferor to the extent the Adjusted Capital Balance relates to the Economic Interest transferred.

"**Affiliate**" means, with respect to any Member, any Person: (i) which owns more than fifty percent (50%) of the voting interests in the Member; or (ii) in which the Member owns

more than fifty percent (50%) of the voting interests; or (iii) in which more than fifty percent (50%) of the voting interests are owned by a Person who has a relationship with the Member described in clause (i) or (ii) above or who otherwise controls, is controlled by, or under common control with, another such Person.

"**Agreement**" means this Operating Agreement, as amended from time to time.

"**Capital Account**" means the account to be maintained by the Company for each Economic Interest Holder in accordance with the following provisions:

(a) 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 within the meaning of Regulation Section 1.704-1(b)(2)(iv)(c) (or which are secured by Company property distributed to the Economic Interest Holder), the Economic Interest Holder's distributive share of Profit and any item in the nature of income or gain specially allocated to the Economic Interest Holder pursuant to the provisions of Article IV (other than Section 4.3(c)); and

(b) 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 within the meaning of Regulation Section 1.704-1(b)(2)(iv)(c) (or which are secured by property contributed by the Economic Interest Holder to the Company), the Economic Interest Holder's distributive share of Loss and any item in the nature of expenses or losses specially allocated to the Economic Interest Holder pursuant to the provisions of Article IV (other than Section 4.3(c)).

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(c), 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.

"**Capital Transaction**" means any transaction not in the ordinary course of business which results in the Company's receipt of cash or other consideration other than Capital Contributions, including, without limitation, proceeds of sales or exchanges or other dispositions of property not in the ordinary course of business, financings, refinancings, condemnations, recoveries of damages, awards and insurance proceeds.

"**Cash Flow**" means all cash funds derived from operations of the Company (including interest received on reserves), without reduction for any noncash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for incurred but unpaid expenses, future expenses, debt payments, capital improvements, and replacements as determined by the Members. Cash Flow shall not include Capital Proceeds but shall be increased by the reduction of any reserve previously established.

"**Code**" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

"**Company**" means the limited liability company formed in accordance with this Agreement.

"**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.

"**Involuntary Withdrawal**" means, with respect to any Member, the occurrence of any of the following events:

(a) The Member makes an assignment for the benefit of creditors;

(b) The Member files a voluntary petition of bankruptcy;

(c) The Member is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding;

(d) 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;

(e) 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;

(f) 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 (a) through (e);

(g) Any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, that continues for one hundred twenty (120) days after the commencement thereof, or the appointment of a trustee, receiver, or liquidator for the Member of 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;

(h) If the Member is an individual, the Member's death, incapacity or adjudication by a court of competent jurisdiction as incompetent to manage the Member's person or property;

(i) If the Member is acting as a Member by virtue of being a trustee of a trust, the termination of the trust;

(j) If the Member is a partnership or limited liability company, the dissolution of the partnership or limited liability company;

(k) If the Member is a corporation, the dissolution of the corporation or the revocation of its charter; or

(l) If the Member is an estate, the distribution by the fiduciary of the estate's entire interest in the Company.

"**Law**" means the New York Limited Liability Company Law, as amended from time to time.

"**Manager**" means the Person(s) described as such in Article V.

"**Member**" means each Person signing this Agreement and any Person who subsequently is admitted as a member of the Company with Voting and/or Non-Voting Membership Interests.

"**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.

"**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).

"**Negative Capital Account**" means a Capital Account with a balance of less than zero.

"**Non-Voting Member**" means a Member who owns a Non-Voting Membership Interest.

"**Non-Voting Membership Interest**" means a Membership Interest in the Company entitling the holder thereof to all rights and privileges available applicable to such Membership Interest hereunder or pursuant to applicable Law, except that the holder of such Membership Interest shall not be entitled to participate in the management of and vote on matters coming before the Company other than as specifically provided herein or required by the Law.

"**Percentage**" means, as to a Member, the percentage set forth after the Member's name on **Exhibit A**, as amended from time to time, 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.

"**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:

(a) 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

(b) Any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss; and

(c) 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

(d) 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

(e) 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

(f) 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.

"**Regulation**" means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

"**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.

"Unpaid Capital Contribution" means an outstanding obligation to make an additional capital contribution (to the extent thereof) required pursuant to Section 3.2 of this Agreement.

"Voluntary Withdrawal" means a Member's disassociation with the Company by means other than a Transfer or an Involuntary Withdrawal.

"Voting Member" means a Member who owns a Voting Membership Interest.

"Voting Membership Interest" means a Membership Interest in the Company entitling the holder thereof to all rights and privileges available applicable to such Membership Interest hereunder or pursuant to applicable Law, including, without limitation, the right to participate in the management of and vote on matters coming before the Company as specifically provided herein or required by the Law.

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 Office of the Secretary of State, the State of New York on the 9th day of October, 2019.

2.2 Name of the Company. The name of the Company shall be **JMA TECH PROPERTIES, 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 has been organized for the purpose of being a qualified opportunity zone business, as described within and/or the meaning of the Code, as amended.

2.4 Term. The term of the Company shall begin upon the filing of the Articles of Organization with the New York Department of State and shall continue until its existence is sooner terminated pursuant to Article VIII of this Agreement.

2.5 Location. The County within the State of New York in which the office of the Company is located is as stated in the Company's Articles of Organization.

2.6 Registered Agent. The Secretary of State, State of New York is designated as the Company's agent upon whom process against the Company may be served.

2.7 Members. The name, present mailing address, and Percentage of each Member are set forth on **Exhibit A**.

ARTICLE III

MEMBERS; CAPITAL; CAPITAL ACCOUNTS

3.1 Initial Capital Contributions. Upon the execution of this Agreement, the Members shall contribute to the Company the property respectively set forth on **Exhibit A**.

3.2 Additional Capital Contributions.

(a) **Limitation on Additional Contributions.** No Member shall be required to contribute any additional capital to the Company, unless required by a vote of the Members holding all of the outstanding Percentages in Voting Membership Interests.

(b) **No Personal Liability.** None of the foregoing shall make any Member or Economic Interest Holder personally liable for any obligations of 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, 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 established and maintained for each Economic Interest Holder in accordance with Regulation Section 1.704-1(b)(2)(iv).

3.7 Loans. Any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms as approved by a majority in interest of the other Members.

3.8 Certificates. Ownership in the Company shall be based solely on the Members' respective Percentages, and, except as otherwise set forth herein, shall not be represented by certificates and/or ownership units of any kind.

ARTICLE IV

PROFIT, LOSS AND DISTRIBUTIONS

4.1 Distributions.

(a) **Distributions.** The Manager(s) may from time to time in the discretion of the Manager(s), make distributions to the Economic Interest Holders. All distributions shall

be made to the Economic Interest Holders in proportion to their Percentages as of the record date set for such distribution.

(b) **Distributions to Economic Interest Holders for Payment of Taxes.** Provided that there exists sufficient cash flow in the opinion of the Manager(s), the Company shall make distribution(s) at least annually of cash to its Economic Interest Holders in sufficient amounts to pay self-employment taxes and federal, state and local income taxes on the net distributive share of income, losses, deductions and credits that have passed through to the Economic Interest Holders under Section 704 of the Internal Revenue Code (the "**Code**") as shown on each Economic Interest Holder's Schedule K-1 of the Company's informational tax return form 1065. In no event shall an Economic Interest Holder receive a distribution pursuant to this subparagraph (b) that exceeds his or her actual tax liability for such taxes.

4.2 Allocation of Profit or Loss. 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 in proportion to their Percentages.

4.3 Regulatory Allocations.

(a) **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 unexpectedly receives an adjustment, allocation or distribution described in Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), such Economic Interest Holder will be allocated 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 in an amount sufficient to eliminate such Adjusted Capital Account Deficit as quickly as possible.

(b) **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 4.3(b) 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 4.3(b) shall constitute a "minimum gain chargeback" under Regulation Section 1.704-2(f).

(c) **Contributed Property and Book-Ups.**

(i) Generally, the Capital Accounts of Economic Interest Holders shall be adjusted in accordance with Regulations Section 1.704-1(b)(2)(iv)(g) for allocations to them of income, gain, loss, and deduction (including depreciation,

depletion, amortization or other cost recovery) as computed for book purposes, with respect to property of the Company.

(ii) Notwithstanding Section 4.3(c)(i) hereof, if, with respect to a property, the Company chooses to eliminate distortions caused by the ceiling rule (as defined in Regulations Section 1.704-3(b)(1)) by means of the Remedial Allocation Method (as defined in Regulations Section 1.704-3(d) and as provided in Section 4.3(c) herein), then the Capital Accounts of Economic Interest Holders shall be adjusted in accordance with Regulations Section 1.704-3(d)(2) for allocations to them of income, gain, loss, and deduction (including depreciation, depletion, amortization or other cost recovery) as computed for book purposes, with respect to such property.

(d) **Curative Allocations.** Economic Interest Holders who contribute (or are deemed to contribute under Regulation §1.704-1(b)(2)(iv)(g)) property with a fair market book value that differs from the adjusted basis of the property for federal income tax purposes shall have specifically allocated to them income, gain or deduction that reflects the difference between the fair market book value and the adjusted basis of such property according to §704(c) and Regulations §1.704-3(c), or (d).

4.4 Liquidation and Dissolution.

(a) **Assets Distributed Upon Liquidation.** If the Company is liquidated, the assets of the Company shall be distributed to the Economic Interest Holders in accordance with the balances in their respective Capital Accounts, after taking into account the allocations of Profit or Loss pursuant to Section 4.2, if any, and distributions, if any, of cash pursuant to Section 4.1 or of property.

(b) **No Obligation to Make Up Negative Capital Account.** No Economic Interest Holder shall be obligated to restore a Negative Capital Account.

4.5 Miscellaneous Rules Concerning Distributions and Allocations.

(a) **Timing and Amount of Distributions.** Except as otherwise provided in this Agreement, the timing and amount of all distributions shall be determined by the Manager(s).

(b) **Distributions in Kind.** 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, the fair market value of the assets shall be determined by an independent appraiser who shall be selected by the Manager(s). 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.

(c) **To Whom Allocations and Distributions are Made.** All Profit and Loss shall be allocated, and all distributions shall be made to the Persons shown on the records of the Company to have been Economic Interest Holders as of the last day of the taxable year for which the allocation or distribution is to be made. Notwithstanding the foregoing, unless the Company's taxable year is separated into segments, if there is a Transfer or an Involuntary Withdrawal during the taxable year, the Profit and Loss shall be allocated between the original Economic Interest Holder and the successor on the basis of the number of days each was an Economic Interest Holder during the taxable year; provided, however, the Company's taxable year shall be segregated into two or more segments in order to account for Profit, Loss or proceeds attributable to any extraordinary non-recurring items of the Company.

(d) **Members' Power to Amend Article IV.** 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.

ARTICLE V

MANAGEMENT: RIGHTS, POWERS AND DUTIES

5.1 Management.

(a) **Manager Managed.** The Company shall be managed by one or more Managers who may, but need not, be a Member. The initial Manager(s) shall be John Mezzalingua, who shall serve as Manager until his resignation, death, incapacity, or removal in accordance with the provisions of subparagraph "(f)" below. Upon the resignation, death, incapacity, or removal of a Manager, the Voting Members shall, upon the affirmative vote of the Voting Members holding at least a majority (over 50%) of the then outstanding Voting Membership Interests, elect a new Manager or Managers or make other provisions or arrangements for the management of the Company. The Manager(s) will be granted the rights granted to the Managers hereunder, including without limitation those rights granted to the Managers pursuant to Section 5.1(c) below. In the event there shall be more than one (1) Manager all actions taken on behalf of the Company will require a majority vote of the Managers (regardless of the Percentage held by each Manager, if any). In the event the Managers' vote shall result in a tie, then such tie shall be resolved pursuant to the Manager Deadlock provision set forth herein.

If a Manager is a corporation, limited liability company or other entity, it may perform the duties assigned to the Manager in this Agreement through its officers and employees. In addition, the Manager may contract with one or more Persons, including Affiliates of the Manager, on an independent contractor basis to perform some or all of the duties assigned in this Agreement to the Manager under such terms and conditions as shall be approved by the Manager. In such event, the Manager shall remain the Manager of the Company and the Person or Persons with whom the Manager so contracts shall be deemed agents of the Manager.

(b) **Right to Rely on Manager.** Any Person, any lender, or other third-party dealing with the Company may rely upon any statement or certificate signed by a Manager pursuant to this Section as to (i) the identity of any Manager or Member; (ii) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by a Manager or which are in any other manner germane to the affairs of the Company; (iii) the Persons who are authorized to execute and deliver any instrument or document on behalf of the Company for any lender or third-party; (iv) any act or failure to act by the Company or any other matter whatsoever involving the Company or any Member; or (v) whether the Company's Officers, Managers(s), or Members authorized a particular transaction on behalf of the Company. Any Person, any lender or other third-party relying upon any statement or certification issued by a Manager pursuant to this Section shall be indemnified by the Company for relying on such statement or certification.

(c) **General Powers.** Except for those matters requiring the pre-approval of the Members as specifically set forth herein, the Manager(s) shall have full, exclusive, and complete discretion, power, and authority, subject in all cases to the other provisions of this Agreement and the requirements of applicable law, to manage, control, administer, and operate the day-to-day business and affairs of the Company for any and all purposes that may properly come before the Manager(s).

(d) **Extraordinary Transactions.** Notwithstanding anything to the contrary in this Agreement, the Manager(s) shall not undertake any of the following without a unanimous vote or written consent of the Voting Members holding all of the then outstanding Voting Membership Interests:

(i) any amendment to this Agreement;

(ii) the Company's engaging in business in any jurisdiction which does not provide for the registration of limited liability companies;

(iii) the sale, conveyance, exchange, lease, mortgage pledge, or other transfer of all or substantially all of the assets or real property of the Company;

(iv) approval of a merger or consolidation of the Company with or into another limited liability company or other business entity;

(v) require that additional Capital Contributions be made;

(vi) admit additional Members to the Company; and/or

(vii) the Company's borrowing of any funds and/or entering into any other transaction which will require the Company's Members to provide personal guarantees as a condition to such borrowing or other transaction.

(e) **Limitation on Authority of Members.**

(i) No Member is an agent of the Company solely by virtue of being a Member, and no Member has authority to act for the Company solely by virtue of being a Member.

(ii) This Section 5.1 supersedes any authority granted to the Members pursuant to Section 401 of the Law. Any Member who takes any action or binds the Company in violation of this Section 5.1 shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

(f) **Removal of Manager.** The Voting Members, at any time and from time to time and with or without cause, may remove, by the vote or written consent of at least a majority (over 50%) of the Voting Membership Interests, any or all Manager(s) of the Company then acting and elect a new Manager or Managers or make other provisions or arrangements for the management of the Company.

5.2 Personal Service. No Member or Manager shall be required to perform services for the Company solely by virtue of being a Member or Manager. Unless approved by the Members, no Member or Manager shall be entitled to compensation for services performed for the Company. However, upon substantiation of the amount and purpose thereof, the Members or Managers shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

5.3 Duties of Parties.

(a) **No Exclusive Duty to Company.** The Members and Manager(s) shall contribute and devote their entire business time and efforts to the Company and its operations; however, notwithstanding the foregoing, the Members and Manager(s) may have other business interests and may engage in other activities in addition to those relating to the Company providing such business interests or other activities do not directly compete with the Company's business operations. Neither the Company nor any Member or Manager shall have any right pursuant to this Agreement to share or participate in such other business interests or activities or to the income or proceeds derived therefrom. The Members and Manager(s) shall incur no liability to the Company or any Member as a result of engaging in any other business interests or activities.

(b) **Arm's-Length Dealings.** Each Member and Manager understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with Members, Managers and their Affiliates. In any of those cases, those dealings and undertakings shall be at arm's length and on commercially reasonable terms.

5.4 Liability and Indemnification.

(a) **Liability for Certain Acts.** The Members and Manager(s) shall perform their duties in good faith, in a manner he or she reasonably believes to be in the best interests of

the Company and with such care as an ordinary prudent person in a similar position would use under similar circumstances. A Member or Manager who so performs such duties shall not have any liability by reason of being or having been a Member or Manager. A Member or Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, bad faith, gross negligence, willful misconduct, or an intentional breach of this Agreement by such Member or Manager. Without limiting the generality of the preceding sentence, a Member or Manager does not in any way guaranty the return of any capital contribution to a Member or a profit for the Member from the operations of the Company.

(b) **Indemnification.** The Company shall indemnify each Member and Manager for any liability incurred for any act performed by the Member and Manager with respect to Company matters, except for fraud, bad faith, gross negligence, or an intentional breach of this Agreement.

5.5 Salaries. The salaries and other compensation of the Manager(s) and Voting Members shall be fixed from time to time by the vote or written consent of at least a majority (over 50%) of the Voting Membership Interests.

5.6 Manager Deadlock. In the event of a deadlock between the Managers (should there be more than one Manager at any given time) on any issue which issue cannot be resolved after the Managers have met on two (2) separate occasions held at least three (3) and not more than ten (10) business days apart, then the issue shall be resolved by the Voting Members.

5.7 Member Deadlock. In the event of a deadlock between the Voting Members on any issue which issue cannot be resolved after the Voting Members have met on two (2) separate occasions held at least three (3) and not more than ten (10) business days apart, then the Voting Members will select, by mutual agreement, an independent third party to resolve the dispute. The determination by the independent third party will be binding on the Voting Members. In the event the Voting Members cannot mutually agree upon the selection of an independent third party, then the issue shall be submitted to expedited arbitration in Onondaga County, New York, pursuant to the then-current rules of the American Arbitration Association. The expenses associated with any dispute resolution or arbitration proceeding required hereunder shall be equally shared among the Voting Members. In the event there are more than two (2) such disputes submitted for resolution within a twelve (12) month period, the Voting Members hereby agree to take immediate action to dissolve the Company in accordance with the provisions herein, unless the parties otherwise agree in writing.

5.8 Officers. The Manager(s) may designate one or more individuals as officers of the Company, who shall have such titles and exercise and perform such powers and duties as shall be assigned to them from time to time by the Manager(s). Any officer may be removed by the Manager(s) at any time, with or without cause. Each officer shall hold office until his or her successor is elected and qualified. Any number of offices may be held by the same individual. The salaries and other compensation of the officers shall be fixed by the Manager(s).

ARTICLE VI

MEETINGS OF MEMBERS

6.1 Annual Meeting. The annual meeting of the Voting Members and the Non-Voting Members shall be held on each first Tuesday in December or at such other time as shall be determined by the vote or written consent of the Members for the purpose of the transaction of any business as may come before such meeting.

6.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, may be called by any Voting Member or any Non-Voting Member holding not less than ten percent (10%) of the Membership Interests in aggregate.

6.3 Place of Meetings. Meetings of the Members may be held at any place, within or outside the State of New York, for any meeting of the Members designated in any notice of such meeting. If no such designation is made, the place of any such meeting shall be the executive office of the Company.

6.4 Notice of Meetings. Written notice stating the place, day and hour of the meeting indicating that it is being issued by or at the direction of the person or persons calling the meeting, stating the purpose or purposes for which the meeting is called shall be delivered no fewer than ten (10) nor more than sixty (60) days before the date of the meeting.

6.5 Record Date. For the purpose of determining the Members entitled to notice of or to vote at any meeting of Members or any adjournment of such meeting, or Members entitled to receive payment of any Distribution, or to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring Distribution is adopted, as the case may be, shall be the record date for making such a determination. When a determination of Members entitled to vote at any meeting of Members has been made pursuant to this Section, the determination shall apply to any adjournment of the meeting.

6.6 Quorum. Members holding not less than a majority (over 50%) of all Voting Membership Interests, represented in person or by proxy, shall constitute a quorum at any meeting of the Members. In the absence of a quorum at any meeting of the Members, a majority of the Voting Membership Interests so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if the adjournment is for more than sixty (60) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at such meeting. At an adjourned meeting at which a quorum shall be present or represented, any business may be transacted that might have been transacted at the meeting as originally noticed. The Voting Members present at a meeting may continue to transact business until adjournment, notwithstanding the withdrawal during the meeting of Voting Membership Interests whose absence results in less than a quorum being present.

6.7 Manner of Acting. If a quorum is present at any meeting, the vote or written consent of Members holding not less than a majority (over 50%) of Voting Membership Interests

shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Law, the Articles of Organization or this Agreement.

6.8 Proxies.

(a) A Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact.

(b) Every proxy must be signed by the Member or his or her attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it, except as otherwise provided in this Section.

(c) The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by any Voting Member.

(d) Except when other provision shall have been made by written agreement between the parties, the record holder of a Membership Interest which he, she or it holds as pledgee or otherwise as security or which belong to another, shall issue to the pledgor or to such owner of such Membership Interest, upon demand therefor and payment of necessary expenses thereof, a proxy to vote or take other action thereon.

(e) A proxy which is entitled "irrevocable proxy" and which states that it is irrevocable, is irrevocable when it is held by (i) a pledgee, (ii) a Person who has purchased or agreed to purchase the Membership Interest, (iii) a creditor or creditors of the Company who extend or continue credit to the Company in consideration of the proxy if the proxy states that it was given in consideration of such extension or continuation of credit, the amount thereof, and the name of the person extending or continuing credit, (iv) a Person who has contracted to perform services as an officer of the Company, if a proxy is required by the contract of employment, if the proxy states that it was given in consideration of such contract of employment, the name of the employee and the period of employment contracted for, or (v) a nominee of any of the Persons described in clauses (i)-(iv) of this sentence.

(f) Notwithstanding a provision in a proxy, stating that it is irrevocable, the proxy becomes revocable after the pledge is redeemed, or the debt of the Company is paid, or the period of employment provided for in the contract of employment has terminated and, in a case provided for in Section 6.8(e) (iii) or (iv) of this Agreement, becomes revocable three (3) years after the date of the proxy or at the end of the period, if any, specified therein, whichever period is less, unless the period of irrevocability is renewed from time to time by the execution of a new irrevocable proxy as provided in this Section. This paragraph does not affect the duration of a proxy under paragraph (b) of this Section.

(g) A proxy may be revoked, notwithstanding a provision making it irrevocable, by a purchaser of a Membership Interest without knowledge of the existence of such proxy.

6.9 Action by Members Without a Meeting.

(a) Whenever the Members of the Company are required or permitted to take any action by vote, such action may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken shall be signed by the Members who hold the voting interests having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all of the Members entitled to vote therein were present and voted and shall be delivered to the office of the Company, its principal place of business or a Voting Member, employee or agent of the Company. Delivery made to the office of the Company shall be by hand or by certified or registered mail, return receipt requested.

(b) Every written consent shall bear the date of signature of each Member who signs the consent, and no written consent shall be effective to take the action referred to therein unless, within sixty (60) days of the earliest dated consent delivered in the manner required by this Section to the Company, written consents signed by a sufficient number of Members to take the action are delivered to the office of the Company, its principal place of business or a Voting Member, employee or agent of the Company having custody of the records of the Company. Delivery made to such office, principal place of business of a Voting Member, employee or agent shall be by hand or by certified or registered mail, return receipt requested.

(c) Prompt notice of the taking of the action without a meeting by less than unanimous written consent shall be given to each Member who has not consented in writing but who would have been entitled to vote thereon had such action been taken at a meeting.

6.10 Waiver of Notice. Notice of a meeting need not be given to any Member who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any Member at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him or her.

6.11 Voting Agreements. An agreement between two (2) or more Voting Members, if in writing and signed by the parties thereto, may provide that in exercising any voting rights, the Membership Interest held by them shall be voted as therein provided, or as they may agree, or as determined in accordance with a procedure agreed upon by them.

6.12 Telephonic Conferences. The Members and/or the Manager(s) may participate in a meeting of the Members or a meeting of the Manager(s), as the case may be, by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence of the Person at the meeting. Participation by such means by a Member or a Manager shall constitute presence in person at a meeting.

ARTICLE VII

TRANSFER OF INTERESTS, WITHDRAWAL OF MEMBERS AND ADDITION OF MEMBERS

7.1 Transfers. A Member (or transferee) at any time and from time to time may Transfer all or any portion of such person's Economic Interest. The Transfer of all or a portion of an Economic Interest does not entitle the transferee to become a Member or to 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 approved by the unanimous consent of all Voting Members, which consent may be withheld by a Member in his or her sole discretion.

7.2 Voluntary Withdrawal. No Member shall have the right or power to Voluntarily Withdraw from the Company if such withdrawal would cause the Company to no longer be eligible to be taxed as a partnership pursuant to Section 9.6(c) below. Any withdrawal in violation of this Agreement shall be null and void and shall entitle the Company to damages for breach, which may be offset against the amounts otherwise distributable to such Member.

7.3 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 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.

7.4 Additional Members. Additional persons may be admitted to the Company as Members only upon the unanimous approval of the Voting Members and provided any such new Member signs an Adherence Agreement in the form and substance as **Exhibit B** (or such other agreement as counsel for the Company shall determine), and Membership Interests may be created and issued to those persons and to existing Members upon the unanimous approval of the Voting Members on such terms and conditions as they may determine at the time of admission. Any funds contributed by such additional persons shall be used in such a manner as may be mutually agreed upon by the Voting Members. The terms of admission or issuance must specify the percentage applicable thereto and may provide for the creation of different classes or groups of Membership Interests having different rights, powers and duties. The creation of any new class or group shall be reflected in an amendment to the Operating Agreement indicating the different rights, powers and duties. The provisions of this Section shall not apply to transfers of existing Membership Interests.

ARTICLE VIII

DISSOLUTION, LIQUIDATION AND TERMINATION OF THE COMPANY

8.1 Events of Dissolution. The Company shall be dissolved upon the happening of any of the following events:

(a) **Written Agreement.** Upon the affirmative vote of the Voting Members holding a majority (over 50%) or more of the Voting Membership Interests then held by the Voting Members; or

(b) **Judicial Decree.** Upon the entry of a decree of judicial dissolution.

8.2 Procedure for Winding Up and Distribution. If the Company is dissolved, the Manager(s) or 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, to the extent permitted by law, 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.

8.3 Filing of Articles of Dissolution. If the Company is dissolved, the Manager(s) or Members shall promptly file Articles of Dissolution with the New York Secretary of State. If there are no remaining Members, the Articles of Dissolution 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 of Dissolution shall be filed by the legal or personal representatives of the Person who last was a Member.

ARTICLE IX

BOOKS, RECORDS, ACCOUNTING AND TAX ELECTIONS

9.1 Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Manager(s) 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.

9.2 Books and Records. The Manager(s) 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.

9.3 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.

9.4 Reports. Within seventy-five (75) days after the end of each taxable year of the Company, the Manager(s) shall cause to be sent to each Person who was a Member at any time during the taxable year then ended a complete accounting of the affairs of the Company for the taxable year then ended. In addition, within seventy five (75) days after the end of each taxable year of the Company, the Manager(s) shall cause to be sent to each Person who was an

Economic Interest Holder at any time during the taxable year then ended, that tax information concerning the Company which is necessary for preparing the Economic Interest Holder's income tax returns for that year. At the request of any Member, and at the Member's expense, the Manager(s) shall cause an audit of the Company's books and records to be prepared by independent accountants for the period requested by the Member.

9.5 Partnership Representative.

(a) **Partnership Representative**. Notwithstanding anything to the contrary contained herein, John Mezzalingua shall serve as the "Partnership Representative" under Section 6223 of the Code (as in effect pursuant to the Bipartisan Budget Act of 2015, Pub L. No. 114-74 (the "**Bipartisan Budget Act**"), and John Mezzalingua shall take any and all action required under the Code or Regulations, as in effect from time to time, to designate himself the "Partnership Representative". To the extent permitted by the Code and Regulations, John Mezzalingua, in his capacity as "Partnership Representative" shall be bound by the obligations and restrictions pursuant to this Section 9.5. John Mezzalingua shall be authorized to amend this Agreement if he determines that an amendment is required to maintain the intent of the parties with respect to the obligations and limitations of the Partnership Representative. The Partnership Representative may, in his sole discretion, make the election under Section 6221 of the Code, if available, and the election under Section 6226 of the Code. The Partnership Representative shall have the authority to make elections with respect to the revised partnership audit rules or any Treasury Regulations thereunder, including, but not limited to, Section 6221 of the Code, if available, or the election under Section 6226 of the Code. The rights and obligations of all of the Members under this Section 9.5 shall survive any sale, exchange, liquidation, retirement or other disposition of such Members' Membership Interests.

(b) **Indemnification**. To the fullest extent permitted by law, the Company agrees to indemnify the Partnership Representative and its agents and save and hold them harmless, from and in respect to all (i) reasonable fees, costs and expenses in connection with or resulting from any claim, action, or demand against the Partnership Representative or the Company that arise out of or in any way relate to the Partnership Representative's status as Partnership Representative for the Company, and (ii) all such claims, actions, and demands and any losses or damages therefrom, including amounts paid in settlement or compromise of any such claim, action, or demand; provided that this indemnity shall not extend to conduct by the Partnership Representative adjudged (x) not to have been undertaken in good faith to promote the best interests of the Company or (y) to have constituted recklessness or intentional wrongdoing by the Partnership Representative.

(c) **Miscellaneous**. Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes and any tax deficiency imposed pursuant to Code Section 6226 will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member.

9.6 Tax Elections. Unless otherwise determined by the Voting Members after having consulted with the Company's Certified Public Accountant, all elections required or permitted to be made by the Company under the Code shall be made by the Voting Members. In particular:

(a) **Organizational Expenses.** The Company shall elect to deduct expenses incurred in organizing the Company as permitted in Section 709 of the Code and in the following manner:

(i) the Company shall deduct expenses incurred in organizing the Company in the taxable year in which it began business in an amount equal to the lesser of:

(A) the amount of organizational expenses with respect to the Company; or

(B) Five Thousand Dollars ($5,000.00), reduced (but not below zero) by the amount by which such organizational expenses exceed Fifty Thousand Dollars ($50,000.00); and

(ii) the remainder of such organizational expenses, if any, shall be deducted ratably over the 180-month period beginning with the month in which the Company began business.

(b) **Transfer of Economic Interest.** In case of a transfer of all or part of any Economic Interest, the Company may elect, in a timely manner pursuant to Section 754 of the Code and pursuant to corresponding provisions of applicable State and local tax laws, to adjust the basis of Company property pursuant to Sections 734 and 743 of the Code.

(c) **Taxation as Partnership.** The Company shall not elect to be excluded from the application of the provisions of Subchapter K of Chapter 1 of Subtitle A of the Code or corresponding provisions of State or local law.

ARTICLE X

GENERAL PROVISIONS

10.1 Title to Company Property. All real and personal property acquired by the Company shall be acquired and held by the Company in its name.

10.2 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.

10.3 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 or by facsimile transmission, provided receipt is actually acknowledged by the Member or Member's agent. 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 only when acknowledged in writing by the person to whom it is delivered. 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 when receipt is acknowledged.

10.4 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.

10.5 Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement among the Managers and 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 the Managers and the Voting Members holding at least a majority (over 50%) or more of the Percentages then held by the Voting Members.

10.6 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.

10.7 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.

10.8 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.

10.9 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.

10.10 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.

10.11 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.

10.12 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.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed as of the date set forth hereinabove.

COMPANY:

JMA TECH PROPERTIES, LLC

By:_____
John Mezzalingua, Manager

MEMBERS:

_____
John Mezzalingua, Individually

JMA TECH PROPERTIES HOLDINGS, LLC

By:_____
John Mezzalingua, Manager

EXHIBIT A

LIST OF MEMBERS, CAPITAL, AND PERCENTAGES

Name and Address	% Voting Membership Interest	% Non-Voting Membership Interest	Total Percentage	Initial Capital Contribution
John Mezzalingua P.O. Box 3759 Syracuse, NY 13220	1%	0%	1%	$31,200
JMA Tech Properties Holdings, LLC P.O. Box 678 Liverpool, NY 13088	0%	99%	99%	$3,088,827

EXHIBIT B

ADHERENCE AGREEMENT

The undersigned hereby acknowledges that he/she has read the Operating Agreement, dated entered into effective as of the 9th day of October, 2019 by and among **JMA TECH PROPERTIES, LLC** (the "**Company**") and its members attached hereto as **Exhibit A**. By signing this Adherence Agreement, the undersigned hereby agrees to adhere to and be bound by the terms and conditions set forth in the Operating Agreement as if an original signatory.

By signing this Adherence Agreement, **JMA TECH PROPERTIES, LLC**, its Members, Manager(s) and Officers acknowledge that the undersigned is a member of the Company who upon execution of this Adherence Agreement shall be subject to and bound by the same terms and conditions, and entitled to the same rights and obligations as if an original signatory.

The parties have executed this Adherence Agreement on this _____ day of _____ , 20___.

JMA TECH PROPERTIES, LLC

By:_____
Name:
Title: Manager

NEW MEMBER:

_____

CURRENT MEMBERS:

_____

_____

_____

EXHIBIT "C"

GOOD STANDING CERTIFICATE

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, ROBERT J. RODRIGUEZ, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name:	JMA TECH PROPERTIES, LLC
DOS ID Number:	5635985
Entity Type:	DOMESTIC LIMITED LIABILITY COMPANY
Entity Status:	EXISTING
Date of Initial Filing with DOS:	10/09/2019
Statement Status:	CURRENT
Statement Due Date:	10/31/2025

I certify that the following is a list of documents on file in the Department of State for said entity:

Document Type:	ARTICLES OF ORGANIZATION
Date of Filing:	10/09/2019
Entity Name:	JMA TECH PROPERTIES, LLC

Document Type:	CERTIFICATE OF PUBLICATION
Date of Filing:	01/15/2020

Document Type:	BIENNIAL STATEMENT
Date of Filing:	01/05/2022

Document Type:	BIENNIAL STATEMENT
Date of Filing:	10/17/2023
Effective Date:	10/01/2023

Above space is left blank intentionally.

No information is available from this office regarding the financial condition, business activity or practices of this entity.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on November 28, 2023 at 03:29 P.M.

ROBERT J. RODRIGUEZ, Secretary of State

Brendan C. Hughes

By Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 100004732885 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 "E"

PREFERRED DEVELOPER AGREEMENT

PREFERRED DEVELOPER AGREEMENT

by and between

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

and

JMA TECH PROPERTIES LLC

Dated as of August 1, 2022

TABLE OF CONTENTS

PREFERRED DEVELOPER AGREEMENT

This **PREFERRED DEVELOPER AGREEMENT** (this "***Agreement***") is made as of the 1st day of August, 2022, 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, 6th Floor, Syracuse, New York 13202 (the "***Agency***") and **JMA TECH PROPERTIES, LLC** ("***JMA***" or 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 140 Cortland Avenue, Syracuse, New York 13202.

W I T N E S S E T H:

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, previously, at the request of the Company, the Agency undertook a project (the " ***Original Project***") consisting of: (A)(i) the acquisition of an interest in thirteen parcels of real property (three of which are improved as noted below) totaling in the aggregate approximately 4.3 acres of land located at 120-154 Cortland Ave. & Tallman St. (improved by an approximate 119,000 sq. ft. building the "***Original Coyne Building***"); 1022 Clinton St. S. (improved by an approximate 7,200 sq. ft. building the "***Gabriel Building***"); 1051 Clinton St. S. (improved by an approximate 2,352 sq. ft. building the "***Wastewater Building***"), 1029, 1033, 1049, 1049 (rear) and 1080-82 Clinton St. S.; 222-24 Tallman St. & Clinton St. S. and 226 Tallman St.; 980-82 Salina St. S., 1002-22 Salina St. S. & Cortland Ave. and 1024-40 Salina St. S. and Tallman St., all located

in the City of Syracuse, New York (collectively, the "***Original Land***"); (ii) the demolition of the Wastewater Building, the Gabriel Building and various structures located on the north side of the Original Coyne Building as well as approximately 64,000 sq. ft. of the Original Coyne Building leaving approximately 54,550 sq. ft. of the building (the "***Coyne Building***"); (iii) the reconstruction and renovation of the Coyne Building and the construction of a one-story approximately 40,000 sq. ft. building connected by an atrium to the Coyne Building, all to house, among other things, manufacturing space, corporate and production engineering offices, testing, assembly, manufacturing and support spaces, a client experience center, restrooms, warehouse and loading dock areas all located on the Original Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "***Original Facility***"); and (v) the acquisition and installation in and at the Original Land and Original Facility of furniture, fixtures and equipment (the "***Original Equipment***" and together with the Original Land and the Original Facility, the "***Original Project Facility***"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S., collectively, the "***Original PILOT Parcels***"), State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively the "***Original Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, renovation and equipping and completion of the Original Project Facility; and (D) the lease of the Original Land and Original Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Original Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Original Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, in June, 2020, the Company and Agency entered into a lease transaction to effectuate the undertaking of the Original Project and the conference of the approved Original Financial Assistance (the "***Original Lease Transaction***") and executed numerous documents in conjunction therewith including but not limited to, a project agreement, a company lease, an agency lease, a payment in lieu of taxes agreement and an environmental compliance and indemnification agreement (collectively, the "***Original Lease Documents***"); and

WHEREAS, the Company has advised of its intent to expand and leverage the Original Project Facility as part of its continued growth and commitment to US and NYS manufacturing, the Company plans to undertake a new project to expand its' business to include a state of the art, approximately 100,000 sq. ft. high bay facility to act as a logistics and program staging center (the "***Logistics Center***") located on the 200 block of W Taylor, the west side of the 1000 block of S Clinton and east side of the 500 and 600 block of Oneida St, all complimenting the architecture of the Company's Campus Building located across the street on Cortland Avenue, at an estimated cost of approximately $25 million. The Logistics Center will serve as the hub for all of the Company's materials moving across the US and the world. The Company will consolidate 4 warehouses into this space. The Logistics Center will complement the manufacturing of the 5G operations across the street and provide centralized warehousing for all of the Company's manufactured materials. The Logistics Center will create an additional approximately 40 jobs. All of the foregoing collectively referred to as the "***New Project***". The New Project will serve as the next step in the transformation of the area, helping to revitalize a section of the City victim of urban flight; and

WHEREAS, the Company has expressed its intent to apply to the Agency for additional financial assistance in connection with the undertaking of the New Project. Such additional financial assistance may include exemptions from real property taxes, State and local sales and use tax and mortgage recording tax (collectively the "***New Financial Assistance***"). Subject to the Agency agreeing to provide any or all of the New Financial Assistance, the Company shall be required to execute and deliver new or amended documents, including but not limited to, a project agreement, a company lease, an agency lease, a payment in lieu of taxes agreement and an environmental compliance and indemnification agreement (collectively, the "***New Lease Documents***"); and

WHEREAS, the New Project will require acquisition of certain additional property. The Company owns or is under contract to acquire the following parcels which will form a portion of the New Project: 1010 Clinton Street (094.-04-03.0); 1022 Clinton Street (094.-04-04); 1054 Clinton Street (094.-04-05.1); 1074 Clinton Street (094.-04-05.2), 228 Tallman Street (094.-04-05.3), 232 Tallman Street (094.-04-05.4), 1080-82 Clinton Street (094.-04-06.0), 222-24 Tallman St & Clinton St S (094.-04-07.0), 226 Tallman Street (094.-04-08.0), 615 Oneida Street (094.-04-16); 609-11 Oneida Street (094-04-17); and 605 Oneida Street (094-04-18) (collectively, the "***Acquired Property***"); and

WHEREAS, in order to undertake the New Project, the Company also needs to obtain title to the following additional properties: 225 West Taylor Street (094-04-01), 201-07 West Taylor Street (094-04-02), 521-27 Oneida Street (094-04-20) and 517 Oneida Street (094-04-21) (collectively, the "***Horizon Properties***") and 240 ½ Tallman Street (094.-04-09.0), 242-46 Tallman Street (094.-04-10.0), 252-54 Tallman Street & Oneida St (094.-04-11.0), 637-39 Oneida Street (094.-04-12.0), 629 Oneida Street (094.-04-13.0), 625 Oneida Street (094.-04-14.0), 619 Oneida Street (094.-04-15.0), 601-03 Oneida Street (094.-04-19) (collectively, the "***Tompkins Property***" and together with the Horizon Properties, collectively, the "***Additional Parcels***"). The Horizon Properties are required because the proposed Logistics Center building will be located thereon. The Tompkins Property is required because it currently bisects the other necessary properties from the new project site and will be used to supplement the Company's expansion; and

WHEREAS, the Company has advised that acquisition of the Additional Parcels is necessary to complete the New Project and despite the Company's efforts, it has been unsuccessful in its attempts to acquire fee title. The Company has requested assistance from the Agency with respect to those acquisitions; and

WHEREAS, the Agency seeks to acquire fee title to the Additional Parcels and to sell and/or lease the Additional Parcels to the Company in order to assist in the construction of the New Project and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the City of Syracuse and the State of New York: and

WHEREAS, the Agency desires to have the Company act as the Preferred Developer for the New Project as set forth in this Agreement and as approved by resolution (the "***Resolution***"); and

WHEREAS, the Agency and the Company shall exercise all reasonable efforts to expedite the New Project through the efficient and timely processing and coordination of all matters relating

to the New Project in which it is involved, including, without limitation, the acquisition of the Additional Parcels in accordance with this Agreement; and

WHEREAS, the Agency believes that the New Project, including the redevelopment of the Additional Parcels, is in the vital and best interests of the City and promotes economic development for its residents, and in accord with the public purposes and provisions of the Act and all applicable federal, state and local laws and requirements under which the New Project has been undertaken.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Defined Terms. For purposes of this Agreement, the terms listed in Exhibit A shall, unless the context otherwise requires, have the respective meanings assigned to such terms in Exhibit A or the Section or Article of this Agreement referred to therein.

Section 1.2 Recitals. The foregoing recitals are incorporated by reference as if fully set forth herein.

Section 1.3 Purpose of Project. It is understood and agreed by the Parties that the purpose of the Agency's participation in the acquisition of the Additional Parcels with respect to the New Project is to, promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping, furnishing and completing of the New Project, 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
DEVELOPER APPOINTMENT

Section 2.1 Appointment. In accordance with the Resolution and the terms hereof; the Agency hereby appoints the Company as the preferred developer for the New Project. This appointment is an exclusive appointment and entitles the Company to all rights to develop the New Project in accordance with the terms of this Agreement, the Company's Application, the New Lease Documents and all other approvals and documents adopted by or submitted to the Agency in conjunction with the New Project.

Section 2.2 Term. This appointment shall terminate on the later of the expiration of the New Lease Documents or abandonment unless earlier terminated pursuant to the terms hereof; provided, however, the provisions of this Agreement that, by their nature, continue beyond the expiration of the Term, shall remain in full force and effect until the earlier of such time as each such provision terminates as set forth therein; provided further however, that if, at the end of the Term, the Company is diligently pursuing completion of the New Project (in the reasonable opinion of the Agency) and a Company Default, beyond any applicable notice and cure period, has not occurred, this appointment may be extended, in writing, by the Agency upon request of the Company.

Section 2.3 The Agency and the Company agree that retention of preferred developer status requires the Company to bear the full cost of acquiring the Additional Parcels as set forth herein, including but not limited to the Agency's legal fees related to the negotiation and preparation of this Agreement.

ARTICLE III
IMPROVEMENTS OBLIGATIONS

Section 3.1 Due Diligence. The Company acknowledges that it has had a full and complete opportunity to conduct such investigations, examinations, inspections, and analysis of the Additional Parcels and market conditions, feasibility and financing analysis and any and all such other matters as the Company, in its sole and absolute discretion, has deemed adequate, necessary or appropriate prior to its execution of this Agreement and its assumption of the obligations of the developer hereunder, including without limitation, the obligation to acquire the Additional Parcels and to undertake, develop and complete the New Project as contemplated by this Agreement.

Section 3.2 Company Property. The Company has or shall acquire fee simple title to the Acquired Property identified herein, and shall accept, in accordance with the terms hereof, title to the Additional Parcels, and may in accordance with all legal requirements, merge some or all of the Parcels. The Agency agrees to pursue the acquisition of the Additional Parcels subject to the requirements of the Enabling Act, New York Eminent Domain Procedure Law ("***EDPL***"), the State Environmental Quality Review Act ("***SEQRA***") and other applicable laws, and in accordance with the terms of this Agreement. In the event the Company elects not to proceed with the New Project, or to acquire only selected parcels, the Company shall notify the Agency in writing. In such event, the Agency may conduct a competitive process with any interested parties to develop the Additional Parcels. The Company may elect to participate in this competitive process, but no provision of this Agreement will remain in effect with respect to the Company's right to acquire such property after it elects not to proceed pursuant to this Agreement. Subject to the terms hereof, and other documents executed by and between the Company and the Agency relative to the New Project, the Agency shall transfer fee simple title to all of the Additional Parcels actually acquired by negotiated sale or eminent domain on behalf of the Company, to the Company, on a mutually agreed to date. The transfer by the Agency of the Additional Parcels shall take place on such date, time and place as may be agreed upon in writing by the Agency and the Company but in no event more than sixty (60) days following acquisition of title by the Agency of the Additional Parcels, unless there exists an event of default hereunder (the "***Agency Property Transfer Date***").

Section 3.3 Company's Improvements Obligations. Subject to Excusable Delays, the Company shall commence and diligently pursue construction and Substantial Completion of the New Project by the Substantial Completion Date in accordance with this Agreement and the plans and project descriptions submitted to each the Agency, the City and/or any of its agencies or departments. Within forty-five (45) days following the Agency Property Transfer Date, the Company shall undertake all necessary environmental testing on and at all of the Parcel(s) comprising or required for the New Project and which are the subject of this Agreement. Within twenty-four months of the Property Transfer Date, the Company shall complete any and all remediation of Hazardous Substances required to be completed by any Governmental Authority prior to the construction of any portion of the New Project and commence construction of the New Project (the "***Construction Commencement Date***").

Section 3.4 Access to the Property. Prior to the Agency Property Transfer Date, the Agency shall permit the Company, its agents, contractors and employees, to have access to any part of the Additional Parcels, acquired by the Agency at all reasonable times, for the purpose of obtaining data or undertaking tests concerning the Additional Parcels necessary to carry out the provisions of this Agreement.

ARTICLE IV
ACQUISITION OF PROPERTY BY AGENCY AND TRANSFER OF THE AGENCY-ACQUIRED PROPERTY

Section 4.1 Acquisition of Property. Subject to all the terms, covenants and conditions of this Agreement, the Agency covenants and agrees to acquire by negotiated sale or, if such is not attainable, through eminent domain, fee title to certain parcels of real property identified by the Company as set forth herein and designated as the Additional Parcels, as necessary for the New Project all in accordance with the terms hereof.

Section 4.2 Covenant of Transfer. Subject to all the terms, covenants and conditions of this Agreement, the Agency covenants and agrees to convey to the Company on the Agency Property Transfer Date, and the Company covenants and agrees to accept:

(a) fee simple title to the Additional Parcels, to which the Agency has obtained fee title, together with all privileges, rights, easements, and appurtenances belonging to such land and all right, title and interest (if any) of the Agency in and to any streets, alleys, passages, and other rights-of-way or appurtenances included in, adjacent to or used in connection with such land; and

(b) fee simple title to all buildings and improvements located on the Additional Parcels; and

(c) all of the Agency's right, title and interest, if any, in all intangible assets of any nature relating to the foregoing property, including, without limitation, all of the Agency's right, title and interest in all (i) warranties, guaranties and indemnities by and claims against third parties relating to components of the foregoing property (including without limitation, any guarantees or warranties, if any, with respect to the roof, heating system and other building systems), (ii) licenses, permits, approvals, development rights, certificates, variances, consents and similar documents evidencing rights relating to any of the foregoing property, and (iii) plans, specifications, drawings, surveys, engineering and other design products, soils (including borings) tests and reports, project budgets and schedules, and other technical descriptions and documents relating to the property described in subparagraphs (a) and (b) above, in each case only to the extent that the Agency has such items in its possession or within its control after reasonable efforts and may legally transfer the same.

Section 4.3 Condition of Additional Parcels to be Conveyed.

(a) The signing of this Agreement by the Company constitutes the Company's agreement to accept the Additional Parcels in their condition as of the Agency Property Transfer Date, **"AS IS", "WHERE IS", AND "WITH ALL FAULTS"** and with any and all latent and patent defects. The Agency makes no representation or warranty

regarding the fitness of the Additional Parcels for any particular purpose, merchantability, design, quality, condition, operation or income, compliance with drawings or specifications, absence of defects, absence of Hazardous Substances or Environmental Conditions, absence of faults, flooding, or compliance with Legal Requirements and Environmental Laws except as may be otherwise specifically contained herein. The Company waives any and all claims it or its officers, members, employees, agents, successors or assigns have or may have with respect to any Additional Parcels in any way related to or arising from Hazardous Substances, Environmental Laws, Release or Environmental Conditions. No person acting on behalf of Agency is authorized to make, and by the execution hereof the Company hereby acknowledges that no person has made, nor is the Company relying upon any representation, agreement, statement, warranty, guaranty or promise regarding the Additional Parcels, or the transaction contemplated herein, and no representation, warranty, agreement, statement, guaranty or promise, if any, made by any person acting on behalf of the Agency, which is not contained herein shall be valid or binding upon the Agency. The Company is solely relying upon its examination of the Additional Parcels, and the Company agrees that it shall acquire the Additional Parcels under the express understanding that there are no express or implied warranties by the Agency. The Agency shall have no obligation to clean-up, demolish, remediate, repair any such costs with respect to the Additional Parcels or any of the existing buildings or other existing improvements on the Additional Parcels. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

Section 4.4 (a) The Company acknowledges and agrees that it shall be required to cover all costs incurred by the Agency in connection with the New Project and the acquisition of Additional Parcels, including, but not limited to, legal fees and costs, costs of compliance by the Agency with SEQRA and the EDPL including, but not limited to the preparation of surveys, acquisition maps, and environmental studies, forms, and documents, filing fees, appraisal fees, survey fees, publication and notification fees, claims, suits, causes of action in law or equity or any and all additional funding as necessary to cover the Agency's cost of acquisition.

(b) The Company agrees that its responsibility to bear the full cost of acquiring the Additional Parcels includes, but is not limited to, paying to the Agency the funds necessary to purchase the Additional Parcels by negotiation and, in the event such acquisition is by eminent domain, to fully compensate those condemnees who suffer damage pursuant to EDPL Section 101 and Article 3 as a result of the Agency's acquisition of those parcels which the Company commits to acquire from the Agency. Prior to the actual date of taking, pursuant to EDPL Section 402(b)5, the Company will initially pay to the Agency the total amount of acquisition damages as determined by the Agency retained appraisers for the Additional Parcels which the Company commits to acquire from the Agency pursuant hereto. The Agency will, in turn, pay said funds to the respective condemnees at the time of acquisition as their respective advance payments or full compensation pursuant to EDPL Section 304 or, in the event there is a conflict of title, pay such amounts into the Court. The Company recognizes that the amount of full compensation due to the affected condemnees is ultimately determined by the Supreme Court of the State of New York pursuant to EDPL Article 5. The Company agrees to pay to the Agency those amounts determined by the Court to be full compensation including statutory interest, for the Additional Parcels which the Company commits to acquire from the Agency pursuant hereto. The Company also agrees to pay all costs, disbursements, and expenses, if any, awarded by the Court pursuant to EDPL Article

7 for the Additional Parcels which the Company commits to acquire from the Agency pursuant hereto, or in the event of the abandonment of such eminent domain proceedings. The Company recognizes that the Agency may be required in its EDPL Article 4 proceeding to post a bond. or undertaking with the Clerk of the Court prior to vesting of title to the real property described in such petition in an amount based on the Agency's highest approved appraisals or an amount fixed by the Court to provide a certain and adequate source and manner of payment. As part of its obligation to bear the full cost of site assemblage, the Company will deposit such bond or undertaking with the Court on behalf of the Agency and pay all associated costs.

(c) In the event the Company elects not to proceed with the acquisition of the Additional Parcels for any reason, it will remain liable for all costs incurred to that point and any and all fees, costs, and/or damages resulting from any such abandonment. The estimation of costs to acquire the site will be based on, but not be limited to, the appraisal reports, professional service expenses including any and all legal fees, SEQR compliance costs, environmental analysis of the redevelopment area, and a reasonable estimate of adjustments to the condemnation damages set forth in the appraisal reports which may ultimately be made by the trial court as part of any valuation trial pursuant to the condemnation, and any and all costs related to any potential abandonment claims.

All of the costs set forth in this Section 4.4 shall be deemed Acquisition Costs. The obligations of the Company under this Section 4.4 shall survive the termination of this Agreement.

Section 4.5 Closing Deliveries.

(a) On the Agency Property Transfer Date, the Agency shall deliver or cause to be delivered, to the Company, the following original documents, each executed and, if required, witnessed and acknowledged:

(i) A quit-claim deed to the Additional Parcels;

(ii) Any transfer tax declaration(s) in the form required by applicable Governmental Authorities; and

(iii) Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transaction contemplated hereby.

(b) Contemporaneously with, and as a condition to (a) hereof: (i) Company shall, on or before the Additional Parcels Transfer Date, execute and deliver to the Agency all of the New Lease Documents with respect to the New Project; (ii) pay any and all amounts due hereunder and under the New Lease Documents; and (ii) there shall be no uncured event of default, or any other event which would, but for the passage of time or the giving of notice, or both, would constitute an event of default under any of the Original Lease Documents.

Section 4.6 Recording of Deed. The Company shall promptly file the deed(s) to the Additional Parcels in the land records following the Agency Property Transfer in the land records. The Company shall pay all costs for recording the deed(s), including, without limitation, all conveyance taxes payable in connection with the transfer of title, if any.

ARTICLE V
PLANS, COOPERATION, EASEMENTS, CONSTRUCTION AND COMPLETION

Section 5.1 New Project Completion. The Company shall undertake and complete the New Project in accordance with the terms hereof on or before the Substantial Completion Date and in accordance with all Legal Requirements, the New Lease Documents and all of the Agency's policies.

Section 5.2 Preparation and Approval of Plans. Based upon and consistent with the New Project set forth herein, the Company shall obtain all required building and zoning permits from the City.

Section 5.3 Overriding Authority of City's Planning Authority and Zoning Authority. This Agreement is not intended to supplant or influence the role of the City's Planning Commission, Zoning Commission, Zoning Board of Appeals or other regulatory body, authority or official with respect to any aspect of any application which may now be, or hereinafter become necessary to complete the New Project. The execution of this Agreement by the Agency shall not be construed in any way to constitute a commentary on, or approval of, any such application by the City's Planning Commission, Zoning Commission, Zoning Board of Appeals or other regulatory body, authority or official in such capacity.

Section 5.4 Meetings. The Company agrees to meet with the Agency as needed throughout the Term hereof and shall keep the Agency advised of the progress of the New Project.

Section 5.5 Compliance with Legal Requirements. The Company, its agents, employees and independent contractors, contractors and subcontractors shall throughout the Term hereof, comply with all of the Agency's policies and all applicable Legal Requirements pertaining to the New Project and the construction and operation thereof and shall not commit any act or omission that would make void or voidable any insurance policy required to be maintained by Company hereunder.

ARTICLE VI
RESERVED

ARTICLE VII
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Section 7.1 Due Authorization. This Agreement has been duly authorized, executed and delivered by the Company and the individuals signing this Agreement and all documents executed pursuant to it, on behalf of Company are duly authorized to sign such documents on Company's behalf and to bind Company to their respective terms, or will be at the time such executed documents are delivered to the Agency, whereupon this Agreement and such other documents will constitute the legal, valid and binding agreements of the Company, enforceable against the Company in accordance with their respective terms.

Section 7.2 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 Agreement

and to carry out its obligations hereunder, and has duly authorized the execution, delivery, and performance of this Agreement.

Section 7.3 The Company shall not transfer fee title or any interest in the Acquired Property or any of the Additional Parcels without the prior written consent of the Agency. In the absence of a specific written agreement by the Agency to the contrary, no transfer permitted under this Section 7.3 shall be deemed to relieve the Company or any permitted successor or assign from its obligations under this Agreement.

Section 7.4 The Company shall submit an application to the Agency with respect to the New Project and all requested Financial Assistance (as that term is defined in Article 18A of the Act) within fourteen (14) calendar days from the date of this Agreement.

Section 7.5 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.

Section 7.6 No Conflict; Legal Compliance. Neither the execution, delivery, nor performance of this Agreement by the Company, nor any action or omission on the part of the Company required pursuant hereto, nor the consummation of the transactions contemplated by this Agreement will (i) result in a breach or violation of, or constitute a default under, any Legal Requirement; (ii) result in a breach of any term or provision of the operating agreement or articles of organization of the Company; (iii) constitute a default or result in the cancellation, termination, acceleration of, any obligation, or other breach or violation of any loan or other agreement, instrument, indenture, lease, or other material document to which the Company is a party or by which any of the properties of the Company is bound, or give any Person the right to challenge any such transaction, to declare any such default, cancellation, termination, acceleration, breach or violation or to exercise any remedy or obtain any other relief under any such loan or other agreement, instrument, indenture, lease, or other material document or under any Legal Requirement. The Company neither is, nor will be required to, give any notice to or obtain any consent from any Person in connection with the execution and delivery of this Agreement which has not already been given or obtained.

Section 7.7 Insolvency. The Company has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of its assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of its assets, (v) admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

Section 7.8 Disclosure. No representation or warranty of the Company hereunder, and no statement made in any document delivered by it to the Agency, omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

Section 7.9 Litigation and Default. The Company is not involved in any legal proceeding, which would prevent or materially impair the ability of the Company to perform its duties and obligations under this Agreement and no event has occurred which, with due notice or lapse of time

or both, could constitute a material breach of any Legal Requirement which could prevent or materially impair the ability of the Company to perform its duties and obligations under this Agreement or any of the Related Agreements. The Company and all Persons having an interest in Company are not, nor have ever been, the subject of a criminal investigation involving a felony.

Section 7.10 No Delinquent Obligations. The Company represents and warrants that each of the Company and its members and managers are current on all City and County real property or personal property tax accounts. The Company represents that none of its members have a criminal record for any matter other than a motor vehicle violation.

Section 7.11 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.

ARTICLE VIII
NOTICES

Section 8.1 Notices. Any notice which may be or is required to be given hereunder must be in writing and must be: (i) personally delivered, (ii) transmitted by United States mail, as registered or certified matter, return receipt requested, and postage prepaid, (iii) transmitted by facsimile (with answer back confirmation), or (iv) transmitted by nationally recognized overnight courier service to the applicable Party at its address listed below. Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given and received, whether or not actually received, on (a) the date of receipt if delivered personally, (b) two (2) calendar days after the date of posting if transmitted by registered or certified mail, return receipt requested, (c) the date of transmission with confirmed answer back if transmitted by facsimile, or (d) one (1) calendar day after pick-up if transmitted by nationally recognized overnight courier service, whichever shall first occur. A notice or other communication not given as herein provided with respect to a Party shall be deemed given if and when such notice or communication and any specified copies are actually received in writing by the Party. Any Party hereto may change its address for purposes hereof by notice given to the other Parties in accordance with the provisions of this Article VIII such notice shall not be deemed to have been duly given unless and until it is actually received by the other Parties.

Notices hereunder shall be directed:

If to the Agency: City of Syracuse Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, New York 13202
Attn: Chair
With a copy to:

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

and

Bond, Schoeneck & King PLLC
One Lincoln Center
110 West Fayette Street, Suite 1800
Syracuse, New York 13202
Attn: Kathleen M. Bennett, Esq.

If to the Company: JMA Tech Properties, LLC
P.O. Box 678
Liverpool, New York 13088
Attn: Dino Peios, VP Finance

With a copy to:

legal@jmawireless.com

and

Costello, Cooney & Fearon, PLLC
500 Plum Street, Suite 3009
Syracuse, New York 13204
Attn: Robert Smith, Esq.

ARTICLE IX
DEFAULT AND REMEDIES

Section 9.1 Default. The occurrence of any one or more of the following, beyond any applicable notice and cure period, shall constitute a "***Company Default***" as that term is used in this Agreement:

(a) any warranty or representation of the Company contained in this Agreement is untrue as of the date made;

(b) any conveyance of the Company's interest in the Acquired Property or any of the Additional Parcels in violation of this Agreement;

(c) the Company shall cease doing business as a going concern, shall not be in good standing in the State, make an assignment for the benefit of its creditors, admit in writing its inability to pay its debts as they become due, file a petition commencing a voluntary case under any chapter of the Bankruptcy Code, 11 U.S.C. § 101 *et seq.* (the "***Bankruptcy Code***"), file a petition seeking for itself any reorganization, composition, readjustment, liquidation, dissolution or similar arrangement under the Bankruptcy Code or any other present or future law or regulation; or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to the filing of such a petition or acquiesces in the appointment of a trustee, receiver, custodian or other similar official for the Company or of all or substantially all of the Company's assets or properties,

or institutes any proceeding for the dissolution or liquidation of the Company; a case, proceeding or other action shall be instituted against the Company, seeking the entry of an order for relief against the Company, to adjudicate the Company as a bankrupt or insolvent, or seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief against the Company under the Bankruptcy Code or other present or future rule or regulation, which case, proceeding or other action either results in the entry or issuance of any other order or judgment having a similar effect or remains undismissed for sixty (60) days, or within sixty (60) days after the appointment, without the Company's consent or acquiescence, of any trustee, receiver, custodian or other similar official for Company or for all or any substantial part of the Company's assets and properties, such appointment shall not be vacated; or

(d) the default by the Company of any other material provision of this Agreement or the Original Lease Documents and failure by the Company to cure such default under this Agreement within thirty (30) calendar days after notice thereof by the Agency to the Company, provided, with the exception of monetary defaults, defaults caused by lack of funding and/or a failure to execute and deliver the New Lease Documents, each such default shall be cured within ten (10) calendar days after notice thereof by the Agency to the Company that if such default cannot reasonably be cured within such thirty (30) calendar day time period, then the Company shall have an additional sixty (60) calendar day period to cure such failure and no Company Default shall be deemed to exist hereunder so long as the Company commences such cure within the initial thirty (30) calendar day period and diligently and in good faith pursues such cure to completion within sixty (60) calendar days after expiration of such thirty (30) calendar day period, unless such cure period is otherwise extended in the sole discretion of the Agency. For any default under the Original Lease Documents, any notice and cure rights shall be governed in accordance with the terms thereof.

Section 9.2 Remedies. Subject to the terms and conditions of Article IX, during the existence of any Company Default, the Agency may pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) recover from the Company any and all actual damages, including but not limited to the Acquisition Costs and attorney's fees and costs incurred by the Agency;

(b) pursue an action for specific performance of the Company's obligations under this Agreement;

(c) terminate the Agency's obligations under this Agreement and the Company's appointment under this Agreement as the designated developer;

(d) default the Company under the Original Lease Documents and exercise all remedies thereunder; and

(e) pursue any and all rights and remedies at law or in equity.

ARTICLE X
INDEMNIFICATION

Section 10.1 Company's Indemnification of Agency. The Company shall defend, indemnify and hold harmless the Agency, its executive director, directors, members, officers, employees, agents (except for the Company), representatives, successors, and assigns (collectively, the "***Agency Indemnitees***") from and against any and all demands, losses, judgments, damages, suits, claims, actions and liabilities, in law or in equity, of every kind and nature whatsoever and the reasonable costs and expenses thereof, including, without limitation, reasonable attorney's fees which any of the Agency Indemnitees may suffer or sustain or which may be asserted, claimed or instituted against any of the Agency Indemnitees in connection with the New Project or this Agreement and resulting from, arising out of or in connection with: (a) this Agreement; or (b) any injury or death of any individual person or property damage due to (i) any negligent or willful act or omission by the Company, its officers, directors, employees and independent contractors, (ii) any unlawful conduct by the Company, its officers, directors, employees and independent contractors, (iii) any breach of this Agreement on the part of the Company, its officers, directors, employees and independent contractors, and (iv) failure to comply with all Legal Requirements by the Company, its officers, directors, employees and independent contractors. The indemnity set forth herein shall survive the expiration or earlier termination of this Agreement. To the extent the provisions of this Section conflict with other provisions of this Agreement, the provisions of this Section shall control.

Section 10.2 Environmental Indemnification. The Company shall be liable for and fully release, indemnify, defend and hold harmless the Agency Indemnitees, from and against any and all environmental remediation, and any and all liability, loss, cost and expenses, including reasonable attorneys fees and costs and environmental consultant costs (collectively, "***Expenses***") imposed upon or sustained, suffered or incurred by, and all litigation, demands, investigations and proceedings of every kind or nature ("***Claims***"), including but not limited to any Claims asserted and Expenses sought by any person, entity, or federal or state environmental agency, instituted or asserted against, or otherwise involving, the Agency in any way related to, arising from or in connection with: (i) any and all Environmental Conditions at, on, under, emanating or having emanated from the Additional Parcels or the New Project or (ii) in connection with any failure of the Company to undertake and complete its obligations under this Agreement related to Environmental Conditions, Environmental Laws, Hazardous Substances. The indemnity set forth in this Section shall survive the expiration or earlier termination of this Agreement. To the extent the provisions of this Section conflict with other provisions of this Agreement, the provisions of this Section shall control.

Section 10.3 Indemnification Procedures. (A) The following procedures shall apply to any and all claims for indemnification under this Agreement: Promptly after the Agency receives notice of the assertion of any claim or demand or the commencement of any action by a third. party (the "***Claimant***") with respect to any matter as to which the Agency is or may be entitled to be indemnified, the Agency shall give written notice thereof to the Company. The Company may acknowledge in writing the applicability of the indemnification obligation and its intent to fully defend and indemnify within the (10) days of receipt of notice, unless earlier notice is required. If the Company so acknowledges, the Agency shall fully "***Cooperate***" (as hereinafter defined) with the Company in the investigation and defense of such claims, demands or litigation (collectively, "***Claims***"). Without such acknowledgment by the Company, the Agency shall have no duty to Cooperate with the Company. If the Company acknowledges in writing the applicability of the indemnification obligation and has made all payments

to the Agency required by such indemnification obligation, then the Company shall be subrogated, to the maximum allowed by law, to all rights of the Agency with respect to such Claims.

(B) The term "***Cooperate***" shall mean and include, without limitation, the following: (a) the Agency shall take all steps necessary to allow the Company to assert all claims and defenses arising out of or relating to the Additional Parcels that the Agency has or may have against any Claimant, or any other person or entity that is or may be liable, including the execution of documents necessary to assign any such Claims or defenses to the Company; (b) the Agency shall take all reasonable steps necessary to ensure that its employees and representatives are available for, and provide assistance, in connection with discovery and any trial of any such Claims, and (c) the Agency shall take all other reasonable steps necessary to allow the Company to "***step into the shoes***" of the Agency in connection with the defense of any such Claims. The cost of Cooperation by the Agency, as requested by the Company shall be included in the Company's indemnification obligation under this Agreement. Notwithstanding the foregoing, should the Company's indemnification obligation arise under Section 10.1(a) hereof and be unrelated to an action or claim under 10.1 (b) hereof, the Agency shall have no obligation to Cooperate with the Company.

(C) The Company shall also indemnify and make the Agency whole for any and all costs and expenses, including legal fees, incurred by the Agency or the Agency Indemnitees for the enforcement of this Agreement.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Interpretation. Unless otherwise specified herein: (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; (c) references to Parties include their permitted successors and assigns; references to statutes are to be construed as including all rules and regulations adopted pursuant to the statute referred to and all statutory provisions consolidating, amending or replacing the statute referred to; (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms; (f) the words "approve", "consent" and "agree" or derivations of said words or words of similar import mean, unless otherwise expressly provided herein, the prior approval, consent or agreement in writing of the Person holding the right to approve, consent or agree with respect to the matter in question,; (g) the words "include" or "including" or words of similar import, shall be deemed to be followed by the words "without limitation"; (h) the words, "hereto" or "hereby" or "herein" or "hereof" or "hereunder", or words of similar import, refer to this Agreement in its entirety; (i) all references to Articles and Sections are to the Articles and Sections of this Agreement; (j) in computing any time period hereunder, the day of the act, event or default after which the designated time period begins to run is not to be included, and the last day of the period so computed is to be included; (l) the headings of Articles and Sections contained in this Agreement are inserted as a matter of convenience and shall not affect the construction of this Agreement.

Section 11.2 Applicable Law. This Agreement shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of New York. All duties and obligations under this Agreement are to be performed in the State of New York and venue for purposes of any actions brought under this Agreement, or under any

agreement or other document executed in conjunction herewith, shall be the state or federal courts located the County.

Section 11.3 Amendment and Waiver. Unless otherwise provided herein, this Agreement may be amended or changed only by written instrument duly executed by the Agency and the Company, and any alleged amendment or change which is not so documented shall not be effective as to any such Party. Provisions of this Agreement may be waived by the Party hereto which is entitled to the benefit thereof by evidencing such waiver in writing, executed by such Party.

Section 11.4 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the Parties hereto as contained herein, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable law.

Section 11.5 Entire Agreement. This Agreement, and Exhibits attached hereto, contains the entire agreement between the Parties hereto relating to the subject matter hereof.

Section 11.6 Further Assurances. At any time or times after the date hereof, each party shall execute, have acknowledged, and deliver to the others any and all instruments, and take any and all other actions, as the other parties may reasonably request to effectuate the transactions described herein.

Section 11.7 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

Section 11.8 Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. The Agency shall have no right to assign any or all of its rights or obligations under this Agreement, it being acknowledged that the Company is relying upon the Agency being a continuing party to this Agreement.

Section 11.9 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Parties or their successors in interest.

Section 11.10 Mutual Representation. Each of the parties hereto represents to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with the Agreement or the transfers contemplated herein.

Section 11.11 WAIVER OF TRIAL BY JURY. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY (I) KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, AND (II) ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND (III) ACKNOWLEDGES THAT IT HAS DISCUSSED THIS WAIVER WITH SUCH LEGAL COUNSEL. EACH OF THE PARTIES TO THIS AGREEMENT FURTHER

ACKNOWLEDGES THAT (I) IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER, AND (II) THIS WAIVER IS A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

In witness whereof, the Company and the Agency have executed this Agreement as of the date first above written.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY, NEW YORK,

By: _____
Name:
Title: EXECUTIVE DIRECTOR

JMA TECH PROPERTIES LLC

By: _____
Name: DINO PEIOS
Title: VP Finance

EXHIBIT A

Definitions

"***Acquisition Cost***" shall have the meaning set forth in Section 4.4 of the Agreement.

"***Acquired Property***" shall mean those parcels of real property, and any improvements located thereon, set forth and identified in the 9th WHEREAS clause of the Agreement.

"***Additional Parcels***" shall mean those parcels of real property, and any improvements located thereon, set forth and identified in the 10th WHEREAS clause of the Agreement.

"***Affiliate***" means any Person controlling, under common control with or controlled by the party in question.

"***Agency***" means the City of Syracuse Industrial Development Agency.

"***Agency Property Transfer***" means the conveyance of fee title to the Additional Parcels to the Company in accordance with the requirements of this Agreement.

"***Agency Property Transfer Date***" shall have the meaning set forth in Section 3.2 of the Agreement.

"***Agreement***" means the preferred developer agreement dated as of July 1, 2022 by and between the Agency as same may be amended from time to time

"***Authorized Representative***" means, (a) for the Company, Dino Peios, VP Finance, and such other persons as may be appointed in writing by them from time to time and with prior written notice of such appointment provided to the Agency, (b) for the Agency, the Chair and such other person as may be appointed in writing by them from time to time.

"***City***" shall mean the City of Syracuse.

"***Company Default***" shall have the meaning ascribed to it in Section 9.1.

"***Construction Commencement Date***" shall mean a date that is no more than twenty-four (24) months from the Agency Property Transfer Date.

"***County***" shall mean the County of Onondaga, in the state of New York.

"***Entity***" means any general partnership, limited partnership, limited liability company, limited liability partnership, corporation, joint venture, trust, business trust, cooperative, association or other legal business entity or Governmental Authority.

"***Environmental Condition***" means the presence of any Hazardous Substance at, upon, under, emanating or having emanated from, emitting or having been emitted from the Property.

"***Environmental Law***" means any federal, state, local or municipal law, rule, order, regulation, statute, ordinance, code or requirement of any governmental authority regulating or imposing standards of conduct or other obligations concerning air, water, solid waste, Environmental Conditions, Hazardous Substances, worker and community right-to-know, hazardous communication, noise, radioactive materials, resource protection, subdivision, or inland wetlands and watercourses.

"***Excusable Delay***" means any actual delay in Substantial Completion of the New Project due to strikes, lockouts, or other labor or industrial disturbance, civil disturbance, act of the public enemy, war, riot, sabotage, blockade, embargo, lightning, earthquake, fire, casualty, storm, hurricane, tornado, flood, washout, explosion, Condemnation, unavailability of necessary materials or labor (regardless of the cause therefor excepting therefrom those conditions currently in existence as a result of COVID-19) or any Act of God or casualty; provided, however, that for purposes of this definition: (i)the Company's lack of funds to make a payment shall not be deemed to be a cause beyond the control of the Company; and (ii) the existence of the current COVID-19 pandemic shall not be considered an act of God or casualty for purposes hereof; and (iii) such Excusable Delay shall in no event be for a period greater than twenty-four (24) months from the Construction Commencement Date.E

"***Governmental Approvals***" means, collectively, the issuance of such zoning approvals, special use permits, variances, subdivision approvals, lot line revision approvals, resubdivision approvals and/or lot split approvals and any and all approvals from the City of Syracuse, New York, for itself or through its agencies and quasi-public bodies, as may be required to consummate the transactions contemplated under this Agreement.

"***Governmental Authority***" means any and all courts, boards, agencies, councils, commissions, offices, officials or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipal, city, or otherwise), whether now or hereafter in existence, which have jurisdiction over all or any portion of the Project.

"***Hazardous Substance***" means any substance or material that is defined, listed or otherwise regulated by any federal, state or local governmental entity under any Environmental Law as a hazardous substance, hazardous waste, pollutant, contaminant, toxic waste or chemical, including without limitation, petroleum, petroleum product or by-product, waste petroleum, or any fraction thereof.

"***Legal Requirements***" means any and all judicial decisions, orders, injunctions, writs, and any and all statutes, laws, rulings, rules, regulations, permits, certificates, or ordinances of any Governmental Authority in any way applicable to the Project including, but not limited to, any of the aforesaid dealing with the zoning, subdivision, design, construction, ownership, use, leasing, handicapped accessibility, prevailing wages, non-discrimination, minority/women business enterprise, public bidding, maintenance, service, operation, sale, exchange, or condition of the Project. "Legal Requirements" shall include Environmental Laws.

"***New Project***" has the meaning set forth in the Recitals to this Agreement.

"***Parcel***" means, as the context requires each of the parcels comprising the Additional Parcels or Acquired Property comprising the New Project, which parcels may be combined into a single parcel in accordance with all Legal Requirements.

"***Parties***" means, collectively, the Company and the Agency.

"***Person***" means any individual or Entity.

"***Plans***" means the final plans, specifications, construction drawings and construction phasing plans for the New Project and other such plans, specifications, construction drawings and construction phasing plans as may hereafter be approved by the Agency and/or the City.

"***Release***" means any spill, discharge, leak, emission, migration, or other release of any Hazardous Substance; or the presence of any Environmental Condition attributable to any other historical event or condition.

"***State***" shall mean New York State.

"***Substantial Completion***" or "***Substantially Complete***": means the completion of the construction of the New Project to the extent of completion necessary to obtain all occupancy certificates, including, without limitation, completion of (i) the exterior and interior of the buildings comprising the New Project, to its finished state; (ii) all building systems; (iii) all Landscaping, except to the extent completion thereof has been deferred due to seasonal or weather related conditions; (iv) all driveways, entrances, and exterior walkways and (v) exterior lighting installed. The New Project shall be completed (to the extent stated above) in substantial accordance with the Plans, all applicable Legal Requirements and this Agreement, in a good and workmanlike manner, and in accordance with good construction and engineering practices, free from known defects (structural, mechanical, or otherwise) in design, workmanship, and materials.

"***Substantial Completion Date***" shall be no more than twenty-four (24) months from the Construction Commencement Date.

"***Term***" shall have the meaning ascribed to it in Section 2.2.

EXHIBIT "F"

RESOLUTION

UNANIMOUS WRITTEN CONSENT
OF
THE MEMBERS
OF
JMA TECH PROPERTIES, LLC
IN LIEU OF A MEETING

The undersigned, being all of the members of JMA Tech Properties, LLC, a New York limited liability company (the "Company"), acting by written consent without a meeting pursuant to Section 407 of the New York Limited Liability Company Law, do hereby consent to the adoption of the following resolutions:

WHEREAS, the undersigned are all of the members of the Company; and

NOW THEREFORE BE IT RESOLVED, that the Company is and was authorized to make an application (the "Application") to the City of Syracuse Industrial Development Agency (the "Agency") for the acquisition of certain land located at 225 Taylor St. W & Oneida St., 201-07 Taylor St. W & Clinton St., 521-27 Oneida St. and 517 Oneida St, all in the City of Syracuse, by negotiated sale or eminent domain and granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax with respect to the Project more fully described herein; and be it further

RESOLVED, that the Company is authorized to undertake a project (the "Project") consisting of: (A)(i) the acquisition of an interest in approximately 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3): (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. (094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St. & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York (collectively, the "***Land***"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq. ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities, as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (collectively, the "***Facility***"); (iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, construction, 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 be it further

RESOLVED, that the Company will execute and deliver any and all documents otherwise necessary or appropriate, including but not limited to a project agreement, a company lease, and agency lease, a bill of sale a payment in lieu of taxes agreement and an environmental compliance and indemnification agreement (collectively, the "Lease Documents") to accomplish the Project and remit all amounts due to the Agency in conjunction with the Project as required by the Application and or the Lease Documents; and be it further

RESOLVED, that in connection with the foregoing transaction, **DINO PEIOS, VP Finance** be, and hereby is, authorized, directed and empowered, in the name and on behalf of the Company, to execute and deliver all necessary and proper documents reasonably required by the Agency, each such document to be in such form and substance as he may approve, such approval to be conclusively evidenced by his execution and delivery thereof and as so executed shall be binding upon the Company; and be it further

RESOLVED, that **DINO PEIOS, VP Finance** be, and hereby is, authorized, directed and empowered, in the name and on behalf of the Company, to take all such other actions which in his judgment may be necessary or appropriate in connection with the foregoing transaction; and be it further

RESOLVED, that all prior actions taken by the Company, Dino Peios and/or the Manager of the Company with respect to the Agency and the Project, including but not limited to the preferred developer agreement by and between the Company and the Agency with respect to the Project, are hereby ratified and the Agency is entitled to rely on all such prior actions, submissions and this Resolution

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned members have executed this Unanimous Written Consent as of December 6, 2023.

JOHN MEZZALINGUA

JMA TECH PROPERTIES HOLDINGS, LLC

By: _____
Name: John Mezzalingua
Title: Manager

EXHIBIT "G"

PENDING LITIGATION

NONE

BOUSQUET HOLSTEIN PLLC

110 WEST FAYETTE STREET ▪ ONE LINCOLN CENTER ▪ SUITE 1000 ▪ SYRACUSE, NEW YORK 13202 ▪ PH: 315.422.1500 ▪ FX: 315.422.3549

December 21, 2023

City of Syracuse Industrial Development Agency
One Park Place
300 South State Street, 7th Floor
Syracuse, New York 13202

JMA Tech Properties, LLC
P.O. Box 678
Liverpool, New York 13088

Re: City of Syracuse Industrial Development Agency
Lease/Leaseback Transaction
JMA Tech Properties, LLC Project 2

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 JMA Tech Properties, LLC (the "***Company***") consisting of: (A)(i) the acquisition of an interest in approximately 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. (094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St. & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York (collectively, the "***Land***"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will

allow the Company to expand 5G manufacturing and development capabilities, as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (collectively, the "***Facility***"); (iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, construction, 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 requested the Agency appoint the Company its preferred developer to acquire, remediate and complete the Project. The Agency and the Company entered into a preferred developer agreement dated August 1, 2022 appointing the Company as the Agency's preferred developer to acquire, remediate and complete the Project (the "***PDA***").

The Agency has acquired an interest in the Project Facility pursuant to that certain Company Lease Agreement dated as of December 21, 2023 (the "***Company Lease***") and an interest in the Equipment pursuant to a bill of sale dated as of December 21, 2023 (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 December 21, 2023 (the "***Agency Lease***"). The Company has also requested that the Agency grant "financial assistance" (as defined in Section 854(14) of the New York General Municipal Law) (the "***Financial Assistance***") to the Project in the form of exemptions from State and local sales and use taxes, mortgage recording taxes and real property tax which real property tax exemption is evidenced by a payment in lieu of taxes agreement (the "***PILOT Agreement***") dated as of December 21, 2023 between the Agency and the Company.

Capitalized terms used herein which are not otherwise defined shall have the meanings ascribed to them in the Agency Lease Agreement, dated December 21, 2023, between the Agency and the Company.

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 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, to provide the Financial Assistance 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,

BOUSQUET HOLSTEIN PLLC

Bousquet Holstein PLLC

COSTELLO
COONEY & FEARON, PLLC
Experience Innovation

211 W. Jefferson St., Suite 1
Syracuse, NY 13202
Tel: 315.422.1152 | Fax: 315.422.1139

www.ccf-law.com
Wendy S. Lougnot, *Partner*
wlougnot@ccf-law.com

December 8, 2023

JMA Tech Properties, LLC
P.O. Box 678
Liverpool, New York 13088

City of Syracuse Industrial Development Agency
One Park Place
300 South State Street, 7th Floor
Syracuse, New York 13202

Re: City of Syracuse Industrial Development Agency
Lease/Leaseback Transaction
JMA Tech Properties, LLC Project 2

Ladies and Gentlemen:

We have acted as counsel to JMA Tech Properties, 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 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. (094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St. & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-

04-21.0), all located in the City of Syracuse, New York (collectively, the "***Land***"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities, as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (collectively, the "***Facility***"); (iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, construction, 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 requested the Agency appoint the Company its preferred developer to acquire, remediate and complete the Project. The Agency and the Company entered into a preferred developer agreement dated August 1, 2022 appointing the Company as the Agency's preferred developer to acquire, remediate and complete the Project (the "***PDA***").

The Agency has acquired an interest in the Project Facility pursuant to that certain Company Lease Agreement dated as of December 1, 2023 (the "***Company Lease***") and an interest in the Equipment pursuant to a bill of sale dated as of December 1, 2023 (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 December 1, 2023 (the "***Agency Lease***"). Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Agency Lease.

The Company has also requested that the Agency grant the Financial Assistance to the Project. The Agency and the Company entered into a Payment in Lieu of Taxes Agreement dated December 1, 2023 (the "***PILOT Agreement***") with respect to the Project.

In that regard, we have examined the PDA, the Project Agreement, the Company Lease, the Agency Lease, the Bill of Sale, the Mortgage, the Environmental Compliance and Indemnification Agreement, the PILOT Agreement and all other documents both identified in the Closing Memorandum and as defined in the Agency Lease to which the Company is a party in connection with the Project (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 duly formed and 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 obligations 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,

COSTELLO, COONEY & FEARON, PLLC

Wendy S. Lougnot

WSL/

CLOSING MEMORANDUM

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

JMA TECH PROPERTIES, LLC PROJECT 2

DATE OF CLOSING: December 21, 2023

PLACE OF CLOSING: In Escrow

I. Action Taken Prior to Closing

At the request of JMA Tech Properties, LLC (the "***Company***") by application dated November 18, 2022, the City of Syracuse Industrial Development Agency (the "***Agency***"), a public benefit corporation organized under the laws of the State of New York, pursuant to resolutions adopted November 22, 2022 and November 21, 2023 undertook a project (the "***Project***") consisting of: (A)(i) the acquisition of an interest in approximately 6 acres of real property located, with some improvements, at: (a) 225 Taylor St. W & Oneida St. (tax map no. 094.-04-01.0); (b) 201-07 Taylor St. W & Clinton St. (tax map no. 094.-04-02.0); (c) 1010 Clinton St. (tax map no. 094.-04-03.0); (d) 1022 Clinton St. (tax map no. 094.-04-04.0); (e) 1054 Clinton St. (tax map no. 094.-04-05.1); (f) 1074 Clinton St. (tax map no. 094.-04-05.2); (g) 228 Tallman St. (tax map no. 94.-04-05.3); (h) 232 Tallman St. (tax map no. 094.-04-05.4); (i) 1080-82 Clinton St. (tax map no. 094.-04-06.0); (j) 222-24 Tallman St & Clinton St S. (tax map no. 094.-04-07.0); (k) 226 Tallman St. (tax map no. 094.-04-08.0); (l) 240 ½ Tallman St. (094.-04-09.0); (m) 242-46 Tallman St. (tax map no. 094.-04-10.0); (n) 252-54 Tallman St. & Oneida St. (tax map no. 094.-04-11.0); (o) 637-39 Oneida St. (tax map no. 094.-04-12.0); (p) 629 Oneida St. (tax map no. 094.-04-13.0); (q) 625 Oneida St. (tax map no. 094.-04-14.0); (r) 619 Oneida St. (tax map no. 094.-04-15.0); (s) 615 Oneida St. (tax map no. 094.-04-16.0); (t) 609-11 Oneida St. (tax map no. 094.-04-17.0); (u) 605-607 Oneida St. (tax map no. 094.-04-18.0); (v) 601-603 Oneida St. (tax map no. 094.-04-19.0); (w) 521-527 Oneida Street (tax map no. 094.-04-20.0); and (x) 517 Oneida Street (tax map no. 094.-04-21.0), all located in the City of Syracuse, New York (collectively, the "***Land***"); (ii)(a) the demolition of existing improvements and the construction of a new approximately 100,000 sq.ft. warehouse, distribution, related support facility, loading docks and associated parking to complement the Company's global smart logistics headquarters, to be used for centralized warehousing for all manufactured materials which will allow the Company to expand 5G manufacturing and development capabilities, as well as additional exterior lighting, landscape beautification and 24 hour security, all located on the Land (collectively, the "***Facility***"); (iii) the acquisition and installation in and on 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 real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with 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, construction, 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 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 December 21, 2023 (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 December 21, 2023 (the "***Bill of Sale***"). The Agency will sublease the Project Facility back to the Company, pursuant to an Agency Lease Agreement dated as of December 21, 2023 (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:

November 18, 2022	The Company submitted an application for financial assistance for the Project.
November 22, 2022	A resolution determining that the acquisition, construction, 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***").
September 27, 2022	A resolution authorizing staff to obtain appraisals on certain properties and permit negotiations regarding acquisition ("***Authorizing Resolution***").
January 24, 2023	A resolution adopting determination and findings to acquire real property in furtherance of the Company's application ("***Approving Resolution***").
January 24, 2023	A resolution classifying a certain project as a Type 1 Action pursuant to the State Environmental Quality Review Act, declaring the Agency lead agency for purposes of a coordinated review

	thereunder and determining that the Project will not have a significant effect on the environment. (the "***SEQRA Resolution***")
November 2, 2023	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 9, 2023	Notice of the Public Hearing was published in the Post-Standard pursuant to Section 859-a of the Act.
November 21, 2023	The Agency conducted the Public Hearing pursuant to Section 859-a of the Act.
November 21, 2023	A resolution authorizing the undertaking of the acquisition, construction and equipping of a commercial facility; appointing the Company agent of the Agency for the purpose of the acquisition, construction and equipping of the Project Facility and authorizing the execution and delivery of an agreement between the Agency and the Company (the "***Inducement Resolution***").
November 21, 2023	A resolution approving a payment in lieu of tax schedule and authorizing the execution and delivery of certain documents by the Agency in connection with the Project (the "***PILOT Resolution***").
November 21, 2023	A resolution authorizing the execution and delivery of certain documents by the Agency at the request of the Company to confer the approved financial assistance (the "***Final Approving 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), Company's Counsel (CC), Lender's Counsel (LC) as follows:

A.	Basic Documents	Responsible Party	Signatories
1.	Application for Financial Assistance		
2.	Preferred Developer Agreement	A	C,A
3.	Order of Condemnation and Acquisition Map		
4.	Deed from Agency to Company	AC	A
5.	Project Agreement	AC	C, A
6.	Company Lease Agreement	AC	C, A
7.	Memorandum of Company Lease Agreement with TP-584	AC	C, A
8.	Bill of Sale		
9.	Agency Lease Agreement	AC	C, A
10.	Memorandum of Agency Lease Agreement with Form TP-584	AC	C, A
11.	Certification re: Agency policies	AC	C
12.	Certificates of casualty, liability, workers' compensation and other required insurance	AC	
13.	Environmental Compliance and Indemnification Agreement	AC	C
14.	Closing Receipt	AC	C, A
15.	Sales Tax Exemption Letter	AC	A
16.	Form ST-60 indicating appointment of the Company to act as the agent of the Agency	AC	A
17.	PILOT Affirmation Letter	AC	C

18.	PILOT Agreement	AC	A, C
19.	Form 412-a	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" – Eminent Domain Public Hearing Notice		
Exhibit "E" – Authorizing Resolution	AC	
Exhibit "F" - GML Public Hearing Resolution	AC	
Exhibit "G" – Approving Resolution	AC	
Exhibit "H" – SEQRA Resolution	AC	
Exhibit "I" - Order of Condemnation	AC	
Exhibit "J" - Notice of Public Hearing with evidence of publication and copies of letters to affected tax jurisdictions	AC	
Exhibit "K" - Inducement Resolution	AC	
Exhibit "L" - PILOT Resolution	AC	
Exhibit "M" – Final Approving 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" – Preferred Developer Agreement		
	Exhibit E" - Company Resolution	C	
	Exhibit "F" – Pending Litigation	C	
D.	**Opinions of Counsel**	C	
1.	Opinion of Bousquet Holstein PLLC, counsel to the Agency, addressed to the Company and the Agency	AC	AC
2.	Opinion of Costello, Cooney & Fearon PLLC, 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.

The Real Property Tax Exemption Form (412-a), with a copy of the Payment in Lieu of Tax Agreement attached, to be mailed to the assessor and the chief executive officer of each affected tax jurisdiction.

The ST-60 for the Company to be mailed to the New York State Department of Taxation and Finance, upon finalization and submission of all required documents.

Scan copy of Local Access Agreement to the Agency.

SCHEDULE "A"

PERSONS APPEARING

For the Agency:	City of Syracuse Industrial Development Agency Kathleen Murphy, Chair Eric Ennis, Executive Director
For the Company:	JMA Tech Properties, LLC Dino Peios, Vice President Finance
Company Counsel:	Costello, Cooney & Fearon PLLC Robert J. Smith, Esq. Wendy Lougnot, Esq.
Agency's Counsel:	Bousquet Holstein PLLC Susan R. Katzoff, Esq.