
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

and

JMA TECH PROPERTIES, LLC

and

RANALLI/TAYLOR ST., LLC

TRANSCRIPT OF PROCEEDINGS

CLOSING DATE: JUNE 30, 2020

JMA TECH PROPERTIES, LLC PROJECT

**CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
JMA TECH PROPERTIES, LLC and RANALLI/TAYLOR ST., LLC**

INDEX OF CLOSING DOCUMENTS

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6	Ranalli/Taylor Bill of Sale
7	Agency Lease Agreement
8	Memorandum of Agency Lease Agreement with Form TP-584
9	Company Certification re: Local Labor Policy
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13	Sales Tax Exemption Letter
14	Form ST-60 indicating appointment of the JMA to act as the agent of the Agency
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- 18 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” - Public Hearing Resolution
 - Exhibit “E” – SEQRA Lead Agency Resolution
 - Exhibit “F” - Notice of Public Hearing with evidence of publication and copies of letters to affected tax jurisdictions
 - Exhibit “G” - SEQRA Resolution
 - Exhibit “H” - Inducement Resolution
 - Exhibit “I” - PILOT Resolution
 - Exhibit “J” – Final Approving Resolution
- 19 General Certificate of JMA Tech 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” - Company Resolution
 - Exhibit "E" – Local Access Agreement
- 20 General Certificate of Ranalli/Taylor 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” - Company Resolution

Exhibit “E” - Local Access Agreement

- 21 Opinion of Bousquet Holstein PLLC, counsel to the Agency, addressed to the Company and the Agency
- 22 Opinion of Costello, Cooney & Fearon, PLLC, counsel to the Company, addressed to the Agency and the Company
- 23 Closing Memorandum

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
500 PLUM STREET STE 300
SYRACUSE, NY 13204

Return To :
COSTELLO COONEY & FEARON
500 PLUM STREET STE 300
SYRACUSE, NY 13204

Method Returned : MAIL

First PARTY 1

JMA TECH PROPERTIES LLC

First PARTY 2

RANALLI/TAYLOR ST LLC

Index Type : Land Records

Instr Number : 2020-00021361

Book : Page :

Type of Instrument : Deed

Type of Transaction : Deed Comm Or Vacant

Recording Fee: \$305.50

Recording Pages : 2

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

Real Estate Transfer Tax

RETT # : 10448
Deed Amount : \$0.00
RETT Amount : \$0.00
Total Fees : \$305.50

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) : 07/01/2020

At (Recorded Time) : 11:35:26 AM



Doc ID - 039821160002

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: RSWEENIE Printed On : 07/01/2020 At : 11:40:12AM

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY.

WARRANTY DEED

THIS INDENTURE, made the 30th day of June, 2020.

BETWEEN JMA TECH PROPERTIES, LLC, a New York limited liability company with a mailing address of PO Box 678, Liverpool, New York 13088, grantor and

RANALLI/TAYLOR ST., LLC, a New York limited liability company with a mailing address of PO Box 678, Liverpool, New York 13088, grantee

WITNESSETH, that the grantor, in consideration of One (\$1.00) Dollar, paid by the grantee, hereby grants and releases unto the grantee, the heirs or successors and assigns of the grantee forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, bounded and described as follows: Beginning at a point in the east side of South Clinton Street in said City, which point is 311 feet south from the north line of Subdivision C; thence south on the east line of said Street 27 feet to the Northwest corner of land as sold by William R. Mudford and wife to George H. Goebel by deed dated December 9, 1903, and recorded in Book 358 of Deeds at page 373, etc., of Onondaga County Clerk's Office; thence extending east along said Goebel north line 75 feet, more or less, to the east line of the land formerly belonging to the estate of Betsey Sherwood; thence northerly along said former Sherwood eastern boundary 34 feet, more or less, to the southeast corner of land formerly belonging to William R. Mudford, deed of which is recorded in Book 358 of Deeds at page 214 in the Onondaga County Clerk's Office; thence west along the south line of said William R. Mudford lot to the place of beginning.

BEING a portion of the premises conveyed to the Grantor herein by Warranty Deed date December 17, 2019 and recorded in the Onondaga County Clerk's Office on December 20, 2019 as Instrument Number 2019-00048292.

TOGETHER with the appurtenances and all the estate and rights of the grantor in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the grantee, the heirs or successors and assigns of the grantee forever. **AND** the grantor covenants as follows:

FIRST--The grantee shall quietly enjoy the said premises;

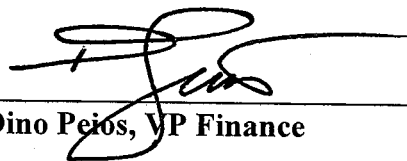
SECOND--The grantor will forever warrant the title to said premises;

This deed is subject to the trust provisions of Section 13 of the Lien Law. The words "grantor" and "grantee" shall be construed to read in the plural whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the grantor has executed this deed the day and year first above written.

In presence of:

JMA TECH PROPERTIES, LLC

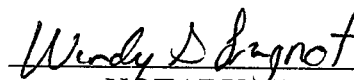


Dino Peios, VP Finance

L.S.

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

On the 30th day of June in the year 2020 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

WENDY S. LOUGNOT
Notary Public in the State of New York
Qualified in Oswego County No. 02L06090224
My Commission Expires April 7, 2023

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (the "**Project Agreement**"), made as of June 30, 2020, 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**"), **JMA TECH PROPERTIES, LLC** ("**JMA**") and **RANALLI/TAYLOR ST., LLC** ("**RANALLI/TAYLOR**" and together with JMA, collectively, the "**Company**"), each a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, each with offices at 7645 Henry Clay Blvd., Liverpool, New York 13088.

WITNESSETH:

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

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

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

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

WHEREAS, the Company submitted an application (the "**Application**") to the Agency requesting the Agency's assistance with respect to a certain project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in 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 "**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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "**Facility**"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S., collectively, the "**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 "**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 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, JMA is the fee owner of 1022 Clinton St. S.; 1029, 1033, 1049, 1049 (rear); and 980-82 Salina St. S., and any improvements thereon existing or to be constructed thereon as part of the Project Facility (the "**JMA Property**").

WHEREAS, Ranalli/Taylor is the fee owner of 120-154 Cortland Ave. & Tallman St.; 1051 Clinton St. S.; 1080-82 Clinton St. S.; 222-24 Tallman St. & Clinton St. S.; 226 Tallman St.; 1002-22 Salina St. S. & Cortland Ave.; and 1024-40 Salina St. S. & Tallman St., and any improvements thereon existing or to be constructed thereon as part of the Project Facility (collectively, the "**Ranalli/Taylor Property**"); and

WHEREAS, the Company is the current owner of the entirety 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 June 30, 2020 (the "**Company Lease**"); and

WHEREAS, by resolutions of its members adopted on June 16, 2020 (collectively, the "**Resolutions**"), the Agency authorized the undertaking of the Project and 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, reconstruction, renovation or equipping of the Project Facility in an amount not to exceed **\$1,590,000**; (b) an exemption from mortgage recording tax; and (c) an abatement from real property taxes through a 15-year payment in lieu of taxes agreement with

Ranalli/Taylor 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 **\$19,875,000**; and therefore, the value of the State and local sales and use tax exemption benefits authorized and approved by the Agency cannot exceed **\$1,590,000**; (ii) the mortgage recording tax exemption amount shall be approximately **\$150,000** (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 **\$2,938,876.81**; 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 June 30, 2020 (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 one or more bills of sale dated as of June 30, 2020 from the Company (collectively, 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 June 30, 2020 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 June 30, 2020 (the “**Agency Lease**”); and

WHEREAS, in order to define the obligations of Ranalli/Taylor regarding payments in lieu of taxes for the Project Facility, the Agency and Ranalli/Taylor will enter into a Payment in Lieu of Tax Agreement, dated as of June 30, 2020 (the “**PILOT Agreement**”), by and between the Agency and the Company governing the PILOT Parcels; 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, in order to define the obligations of the Company regarding its ability to utilize the Agency’s State and local sales and use tax exemption benefit as agent of the Agency to acquire, construct, renovate, equip and complete the Project Facility, the Agency and the Company will enter into this Project Agreement; and

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

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

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

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

ARTICLE I PROJECT AND TERM

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

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

Section 1.03 Term. The term of this Project Agreement shall be the longer of: (a) the term of the PILOT Agreement; or (b) five years following the termination of the Agency Lease. 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 Ranalli/Taylor and the Agency. For avoidance of doubt, the JMA Property along with the parcels located at 1080-82 Clinton St. S.; 222-24 Tallman St. & Clinton St. S.; 226 Tallman St.; 1002-22 Salina St. S. & Cortland Ave.; and 1024-40 Salina St. S. & Tallman St. shall not be governed by the PILOT Agreement and JMA and Ranalli/Taylor shall pay real property taxes on said parcels as if the Agency had no interest in said parcels and they were privately owned.

ARTICLE III SALES AND USE 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 to acquisition, reconstruction, installation and completion of the Project Facility. The right of the Company to act as agent of the Agency shall expire on the earlier of **December 31, 2021**, or sixty days after the issuance of a certificate of occupancy, unless extended by a resolution adopted by the members of the Agency, or unless terminated early in accordance with the terms of the Agency Lease. The value of the sales and use tax exemption benefits shall not exceed the amounts described in the Application and as set forth in Section 3.03(b) unless approved by a resolution adopted by the members of the Agency. All contracts entered into by the Company as agent for the Agency shall include the following language:

“This contract is being entered into by _____ (the “**Agent**”), as agent for and on behalf of the City of Syracuse Industrial Development Agency (the “**Agency**”), in connection with a certain project of the Agency for the benefit of the Agent consisting in part of the acquisition and installation of certain machinery, equipment and building materials, all for use in construction and/or incorporation and installation in certain premises located at 120-154 Cortland Ave. & Tallman St.; 1022 Clinton St. S.; 1051 Clinton St. S., 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., in the City of Syracuse, New York (collectively, 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 June 30, 2020 by and between the Agency and the Company (the “**Project Agreement**”); and the Agent represents that this contract is in compliance with the terms of the Project Agreement. This contract is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever. By execution or acceptance of this contract, the vendor/contractor acknowledges and agrees to the terms and conditions set forth in this paragraph.”

Section 3.02. Appointment of Sub-Agents. Subject to the terms and conditions of this Project Agreement and pursuant to the Resolutions, the Agency hereby delegates to the Company the authority to appoint sub-agents of the Agency in connection with the Project, which may be agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and subagents and other parties as the Company chooses (each, a “***Sub-Agent***”). The appointment of each such Sub-Agent will be effective only upon: (1) the execution by the Sub-Agent and the Company of the Sub-Agent Appointment Agreement attached as Exhibit 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 3.03(c) below; and (3) receipt of any required insurance as set forth in the Sub-Agent Agreement.

Section 3.03. Representations and Covenants of the Company.

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

(b) The Company further covenants and agrees that the purchase of goods and services relating to the Project and subject to State and local sales and use taxes are estimated in the amount up to **\$19,875,000**, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency cannot exceed **\$1,590,000**.

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

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

tangible personal property or services for use in the Project as agent of the Agency. For purposes of indicating who the purchaser is, the Company acknowledges and agrees that the bill of invoice should state, "I, [NAME OF AGENT], certify that I am a duly appointed agent of the City of Syracuse Industrial Development Agency and that I am purchasing the tangible personal property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under my Project Agreement with the City of Syracuse Industrial Development Agency." The Company further acknowledges and agrees that the following information shall be used by the Company to identify the Project on each bill and invoice: JMA TECH PROPERTIES, LLC PROJECT, 120-154 Cortland Ave. & Tallman St.; 1022 Clinton St. S.; 1051 Clinton St. S., 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., IDA PROJECT NUMBER: 31022002.

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

Section 3.04. Hold Harmless Provisions.

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

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

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

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

Section 3.05. Insurance Required.

(a) The Company agrees that it shall at all times maintain, or caused to be maintained, 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) below, and report on same as provided for herein, beginning in the first year following the Completion Date of the Project and continuing for the Term (as defined herein) hereof. 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 the Completion Date of the Project the new jobs set forth in and in accordance with the Company's Application. The reporting of, and the commitment to, each of (a), (b) and (c) below 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 **\$26,027,000**, being the total project cost as stated in the Company's Application for Financial Assistance (the "**Investment Commitment**").

(b) There were no full time equivalent ("**FTE**") employees retained by the Project Facility as of the date of the Application for Financial Assistance (the "**Baseline FTE**"). The Company's application estimated the creation of one hundred (100) 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 6.07 below) 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 during the Term hereof (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, by zip code, 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 B** 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 and/or its policies.

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 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 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***”):

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

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

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

At the time of any Noncompliance Event, the Agency shall determine by resolution whether to exercise its right to suspend, discontinue, recapture or terminate all or any portion of the Financial Assistance in accordance with the terms hereof 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.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 6.01. 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 3.04 hereof shall survive the termination of the Agency's interest in the Project Facility 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 to repay, defend and/or provide the indemnity required by Section 3.04 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. 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 under Article V shall survive the termination of the Agency's interest in the Project Facility.

Section 6.02. 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
201 East Washington Street, 6th Floor
Syracuse, New York 13202
Attn: Chairman

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

and

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 of Finance

Ranalli/Taylor St., LLC
P.O. Box 678
Liverpool, New York 13088
Attn: Dino Peios, Vice President of Finance

With a copy to: Costello, Cooney & Fearon, PLLC
500 Plum Street, Suite 300
Syracuse, New York 13204
Attn: Wendy Loughnot, Esq.

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

Section 6.03. Obligations of the Company. The obligations of the Company to perform and observe any and all of the obligations, covenants and agreements on its part contained herein are joint and several 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 and regardless of which Company owns the Land. The Company agrees that it will not fail to observe any of its obligations, covenants or agreements contained in herein for any cause whatsoever, including, without limiting the generality of the foregoing, failure to complete the construction, reconstruction, renovation and equipping of the Project Facility, any defect in the title, design, operation, merchantability, fitness, or condition of the Project Facility, or any part thereof, or in the suitability of the Project Facility, or any part thereof, for the Company's purposes or needs, or failure of consideration for, destruction of or damage to, or Condemnation of title to, or the use of all or any part of the Project Facility, any change in the tax or other laws of the United States of America or of the State of New York, or any political subdivision thereof, or any failure of the Agency to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Company Lease or the Company Lease.

Section 6.04. Amendments. No amendment, change, modification, alteration or termination of this Project Agreement shall be made except in writing upon the written consent of the Company and the Agency.

Section 6.05. Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Project Agreement or the application thereof shall not affect the validity or enforceability of the remaining portions of this Project Agreement or any part thereof.

Section 6.06. Counterparts; Electronic Signature. This Project Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page counterpart hereof by telecopy, emailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic association of signatures and records on electronic platforms, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, any other similar state laws based on the Uniform Electronic Transactions Act, the Uniform Commercial Code, each as amended, and the parties hereto hereby waive any objection to the contrary, provided that (x) nothing herein shall require the Agency to accept electronic signature counterparts in any form or format and (y) the Agency reserves the right to require, at any time and at its sole discretion, the delivery of manually executed counterpart signature pages to this agreement and the parties hereto agree to promptly deliver such manually executed counterpart signature pages.

Section 6.07. Governing Law. This Project Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of

the State applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Onondaga County, New York.

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

Section 6.09. 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."

[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

DocuSigned by:
Judith DeLaney
By: _____
C938C8B871BA42A...
Judith DeLaney, Executive Director

JMA TECH PROPERTIES, LLC

DocuSigned by:
Dino Peios
By: _____
F282524715CF4D9...
Dino Peios, Vice President of Finance

RANALLI/TAYLOR ST., LLC

DocuSigned by:
Dino Peios
By: _____
F282524715CF4D9...
Dino Peios, Vice President of Finance

DINO PEIOS, confirms and certifies:

1. That I am the Vice President of Finance of JMA Tech Properties, LLC ("**JMA**") and that I am duly authorized on behalf of JMA to bind JMA and to execute this Project Agreement.
2. That I am the Vice President of Finance of Ranalli/Taylor St., LLC ("**Ranalli/Taylor**") and that I am duly authorized on behalf of the Ranalli/Taylor to bind Ranalli/Taylor and to execute this Project Agreement.
3. That JMA 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.
4. That Ranalli/Taylor 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.

DocuSigned by:
Dino Peios
F282524715CF4D9...

(Signature of Officer of JMA)

DocuSigned by:
Dino Peios
F282524715CF4D9...

(Signature of Officer of Ranalli/Taylor)

EXHIBIT A

Executed Copy of PILOT Agreement

SEE TAB 16

EXHIBIT B

FORM OF ANNUAL REPORTING QUESTIONNAIRE

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:

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)	SDVOBE (Yes/No)	Number of jobs (FTE)

***Must include county**

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 zip codes for the hires (based upon hire's residence); and, if more than one (1) FTE hired during the reporting period, identify the number of FTEs hired from each zip code.

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); and, if more than one (1) FTE hired during the reporting period, identify the number of FTEs hired from each zip code.

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

JMA TECH PROPERTIES, LLC

AND

RANALLI/TAYLOR ST., LLC

AND

**CITY OF SYRACUSE
INDUSTRIAL DEVELOPMENT AGENCY**

COMPANY LEASE AGREEMENT

DATED AS OF JUNE 30, 2020

COMPANY LEASE AGREEMENT

THIS COMPANY LEASE AGREEMENT (the “*Company Lease*”), made and entered into as of June 30, 2020, by and between **JMA TECH PROPERTIES, LLC** (“*JMA*”) and **RANALLI/TAYLOR ST., LLC** (“*Ranalli/Taylor*” and together with JMA, collectively the “*Company*”), each a limited liability company organized under the laws of the State of New York, each with an office at 7645 Henry Clay Blvd, Liverpool, New York 13088. and **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY** (the “*Agency*”), a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, duly organized and existing under the laws of the State of New York, with an office at 201 East Washington Street, 6th Floor, Syracuse, New York 13202.

WITNESSETH:

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

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

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

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

WHEREAS, the Agency, by resolution adopted on June 16, 2020, agreed, at the request of the Company to undertake a project (the “*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 "**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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "**Facility**"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S., collectively, the "**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 "**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 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, JMA is the fee owner of 1022 Clinton St. S.; 1029, 1033, 1049, 1049 (rear); and 980-82 Salina St. S., and any improvements thereon existing or to be constructed thereon as part of the Project Facility (the "**JMA Property**"); and

WHEREAS, Ranalli/Taylor is the fee owner of 120-154 Cortland Ave. & Tallman St.; 1051 Clinton St. S.; 1080-82 Clinton St. S.; 222-24 Tallman St. & Clinton St. S.; 226 Tallman St.; 1002-22 Salina St. S. & Cortland Ave.; and 1024-40 Salina St. S. & Tallman St., and any improvements thereon existing or to be constructed thereon as part of the Project Facility (collectively, the "**Ranalli/Taylor Property**"); and

WHEREAS, the Company, collectively, is the current owner of the entirety 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 June 30, 2020 (the "**Company Lease**"); and

WHEREAS, the Agency proposes to assist the Company's acquisition, construction, reconstruction, renovation and equipping of the Project Facility, and grant the Financial Assistance to the Project by, among other things: (1) appointing the Company, or its designee, as its agent with respect to 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 one or more bills 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 June 30, 2020 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 DEMISE.

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

2.2 DESCRIPTION OF PREMISES LEASED.

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

2.3 TERM.

The Project is leased for a term which shall commence as of June 30, 2020, and shall end on the expiration or earlier termination of the Agency Lease.

2.4 MANDATORY CONVEYANCE.

At the expiration of the term hereof or any extension thereof by mutual agreement, or as otherwise provided in the Agency Lease, this Company Lease shall automatically expire without any further action by the parties hereto. The Company hereby irrevocably designates the Agency as its attorney-in-fact, coupled with an interest, for the purpose of executing, delivering and recording terminations of leases and bill of sale together with any other documents therewith and to take such other and further actions reasonably necessary to confirm the termination of the Agency's interest in the Project, all at the Company's sole cost and expense.

2.5 CONSIDERATION.

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

2.6 REPRESENTATIONS AND COVENANTS OF THE COMPANY.

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

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

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

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

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

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

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

**ARTICLE III
DISPUTE RESOLUTION**

3.1 GOVERNING LAW.

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

3.2 WAIVER OF TRIAL BY JURY.

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

**ARTICLE IV
MISCELLANEOUS CLAUSES**

4.1 NOTICES.

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

(a) To the Agency: City of Syracuse Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, New York 13202
Attn: Chairman

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

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 of Finance

Ranalli/Taylor St., LLC
P.O. Box 678
Liverpool, New York 13088
Attn: Dino Peios, Vice President of Finance

With a copy to: Costello, Cooney & Fearon, PLLC
500 Plum Street, Suite 300
Syracuse, New York 13204
Attn: Wendy Loughnot, 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.

4.11 EXECUTION OF COUNTERPARTS; ELECTRONIC SIGNATURE.

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page counterpart hereof by telecopy, emailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic association of signatures and records on electronic platforms, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, any other similar state laws based on the Uniform Electronic Transactions Act, the Uniform Commercial Code, each as amended, and the parties hereto hereby waive any objection to the contrary, provided that (x) nothing herein shall require the Agency to accept electronic signature counterparts in any form or format and (y) the Agency reserves the right to require, at any time and at its sole discretion, the delivery of manually executed counterpart signature pages to this agreement and the parties hereto agree to promptly deliver such manually executed counterpart signature pages.

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 OBLIGATIONS OF THE COMPANY.

The obligations of the Company to perform and observe any and all obligations, covenants and agreements on its part contained herein are joint and several 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 and regardless of which Company owns the Land. The Company agrees that it will not fail to observe any of its obligations, covenants or agreements contained in this Company Lease for any cause whatsoever, including, without limiting the generality of the foregoing, failure to complete the

construction, reconstruction, renovation and equipping of the Project Facility, any defect in the title, design, operation, merchantability, fitness, or condition of the Project Facility, or any part thereof, or in the suitability of the Project Facility, or any part thereof, for the Company's purposes or needs, or failure of consideration for, destruction of or damage to, or Condemnation of title to, or the use of all or any part of the Project Facility, any change in the tax or other laws of the United States of America or of the State of New York, or any political subdivision thereof, or any failure of the Agency to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Company Lease or the Company Lease.


4.15 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.


[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: 
 F282624716CF4D9...
 Dino Peios, Vice President of Finance

RANALLI/TAYLOR ST., LLC

By: 
 F282624715CF4D9...
 Dino Peios, Vice President of Finance

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY


By: 
 C938C8B871BA42A...
 Judith DeLaney, Executive Director

EXHIBIT A

DESCRIPTION OF LAND

Parcel I - Tax Map # 94-5-6

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Block 140 in said City, and being part of lands described in a deed from Coyne Service and Supply Co., Inc. and Coyne Industrial Laundry Inc. to Coyne International Enterprises Corp., dated April 16, 1981 and recorded in Onondaga County Clerk's Office July 12, 1981 in Book of Deeds 2874 at page 305, and being more particularly described as follows: BEGINNING at a point on the easterly boundary of South Clinton Street at its intersection with the northerly boundary of Tallman Street; running thence North 21° 00' 20" East along the easterly boundary of South Clinton Street, a distance of 267.14 feet to an angle point therein; thence North 12° 55' 00" West continuing along said street boundary, a distance of 113.66 feet to a northwesterly corner of said lands of Coyne International Enterprises Corp.; thence North 77° 10' 10" East along a northerly boundary of said lands, a distance of 76.36 feet to an angle point therein; thence North 21° 00' 20" East continuing along said boundary, a distance of 30.03 feet to an angle point therein; thence South 68° 59' 40" East continuing along said boundary, a distance of 25.72 feet to an angle point therein; thence North 12° 50' 30" West continuing along said boundary, a distance of 89.83 feet to an angle point therein; thence North 77° 09' 30" East continuing along said boundary, a distance of 177.54 feet to its intersection with the westerly boundary of South Salina Street; thence South 12° 50' 30" East along the westerly line of South Salina Street, a distance of 16.15 feet to its intersection with the westerly line of Cortland Avenue; thence South 21° 00' 20" West along the westerly line of Cortland Avenue, a distance of 546.21 feet to its intersection with the northerly line of Tallman Street; thence North 88° 52' 10" West along said northerly line of Tallman Street, a distance of 23.93 feet to an angle point therein; thence North 88° 57' 50" West along said northerly line of Tallman Street, a distance of 116.58 feet to the point of beginning.

Parcel II - Tax Map # 94-5-7.0

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, bounded and described as follows: Beginning at a point in the east side of South Clinton Street in said City, which point is 311 feet south from the north line of Subdivision C; thence south on the east line of said Street 27 feet to the Northwest corner of land as sold by William R. Mudford and wife to George H. Goebel by deed dated December 9, 1903, and recorded in Book 358 of Deeds at page 373, etc., of Onondaga County Clerk's Office; thence extending east along said Goebel north line 75 feet, more or less, to the east line of the land formerly belonging to the estate of Betsey Sherwood; thence northerly along said former Sherwood eastern boundary 34 feet, more or less, to the southeast corner of land formerly belonging to William R. Mudford, deed of which is recorded in Book 358 of Deeds at page 214 in the Onondaga County Clerk's Office; thence west along the south line of said William R. Mudford lot to the place of beginning.

Parcel III - Tax Map # 94-4-8

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, known and distinguished as Lot No. 14 of Block No. 141, Syracuse, being 40 feet front on Tallman Street and the same in the rear.

Parcel IV - Tax Map # 94-4-7

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and known and distinguished on a map of said City made by Borden and Griffin, as being part of Lot No. 15 in Block No. 141 in said City, and bounded and described as follows, viz: BEGINNING at the southeasterly corner of said Block; thence northerly on the westerly line of Clinton Street, formerly Baker Street, 67.4 feet; thence westerly parallel with the northerly line of said Lot No. 15 to the easterly line of Lot No. 14 in said Block; thence southerly along the easterly line of said Lot No. 14 to the northerly line of Tallman Street; thence easterly on the northerly line of Tallman Street, 42 feet to the point of beginning.

Parcel V - Tax Map # 94-4-6

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and known and distinguished as part of Lot No. 15 in Block No. 141 in said City, bounded and described as follows: BEGINNING in the west line of South Clinton Street (formerly Baker Street) and the east line of said Lot No. 15 at a point distant 67.4 feet northwardly from the southeast corner of said Lot No. 15; thence westwardly and parallel with the northern line of Lot No. 15 to the west line of Lot No. 15; thence northwardly on the west line of said Lot No. 15 to the northwest corner thereof; thence eastwardly on the northern line of said Lot, 82.4 feet to South Clinton Street; thence southwardly on the west line of South Clinton Street 38 feet, it being intended to describe a strip of land 38 feet wide fronting on South Clinton Street taken off from the northern end of said Lot No. 15.

Parcel VI- Tax Map # 94-20-2 (portion)

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, known as being Lot No. 2 in Block 385 in said City, bounded and described as follows: BEGINNING at a point in the west line of South Salina Street at the northeast corner of lands owned by the Syracuse Transit Corporation (formerly the Syracuse and Oakwood Railroad Co.); thence westerly along the north line of said Transit Company's land about 112 feet to the east line of Cortland Avenue; thence northerly along said easterly line, 79 feet; thence easterly parallel with the first course herein about 73.31± feet, more or less, to the west line of South Salina Street; thence southerly along said westerly street line 79 feet to the place of beginning.

Parcel VII - Tax Map # 94-20-2 (portion)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State New York, known and distinguished as part of Block No. 385 of said City bounded as follows, viz: BEGINNING in the west line of Salina Street at a point 3 78/100 chains south from a stone monument standing in the west line of said street; thence southerly along the westerly line of said street about 174 84/100 feet to the northerly line of Tallman Street; thence westerly along the northerly line of Tallman Street 193 25/100 feet to the easterly line of Cortland Avenue; thence northerly along the easterly line of Cortland Avenue 177 86/100 feet; thence easterly in a direct line about 112 86/100 feet to the point or place of beginning.

Parcel VIII - Tax Map # 94-20-1

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Block 385, Syracuse, more particularly bounded and described as follows: BEGINNING at an iron pipe located at the intersection of the westerly line of South Salina Street with the easterly line of Cortland Avenue, Syracuse, New York and running on an South 5° 47' 20" East course 150 feet along the said westerly line of South Salina Street to an iron pipe located on the said westerly line of South Salina Street; thence running at an interior angle of 89° 15' 20" with said last mentioned course on an South 84° 57' 20" West course 75.25 feet to a drill hole in the said easterly line of Cortland; thence running at an interior angle of 63° 57' with said last mentioned course on an North 21° 00' 20" East course 166.95 feet, more or less, along the said easterly line of Cortland Avenue to the place of beginning, as shown on the survey map of Henry S. Wells, dated October 11, 1940, filed in the Onondaga County Clerk's Office on November 23, 1940.

Parcel IX - Tax Map # 94-4-4

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, in said City, bounded and described as follows: Beginning in the west line of Baker Street, now Clinton Street, at a point of the land formerly belonging to the estate of Betsey Sherwood, deceased, as the same was conveyed to her by deed recorded in the Clerk's Office of Onondaga County in Book of Deeds 149 at page 234, etc., which point is 145 feet south of the north line of said land belonging to the said estate, and 50 feet west of the southwest corner of land conveyed to William R. Mudford by deed recorded in said Clerk's Office in Book of Deeds No. 317 at page 2, etc., thence running northerly on a line parallel with the west line of the land so conveyed to said Mudford, 145 feet to the north line of land belonging to said estate; thence westerly along said north line 132 feet; thence southerly and parallel with the first line of the land herein conveyed 145 feet; thence easterly 132 feet to the place of beginning.

EXCEPTING AND RESERVING therefrom the following described premises:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Subdivision "C" of Farm Lot No. 336, bounded and described as follows: Beginning in the west line of South Clinton Street, formerly Baker Street, on the north line of premises formerly owned by Betsey Sherwood and conveyed to her by a deed, recorded in Onondaga County Clerk's Office in Book 149 of Deeds, page 234, etc., at the northeast corner of the premises described and conveyed by a deed from L. Earl Highbee and others to Frank Gabriel, dated April 19, 1923, and recorded in Onondaga County Clerk's Office on the 16th day of May, 1923, in Book 521 of Deeds, page 550, etc.; thence westerly along the north line of the premises of the said Betsey Sherwood, which is along the north line of the premises conveyed to said Frank Gabriel, 132 feet; thence southerly along a line parallel with the west line of South Clinton Street, which is along the west line of the premises of said Frank Gabriel, 80 feet; thence easterly along a line parallel with the first course herein, 132 feet to the west line of South Clinton Street; thence northerly along the east line of South Clinton Street 80 feet to the place of beginning.

Parcel X - Tax Map # 94-5-5.1 & 5.2

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, particularly described as follows: Beginning at a point in the West line of South Salina Street 278.58 feet south from a stone monument which is 118.34 feet south of the south line of Taylor Street; running thence South 77° 99' 30" West, 132

feet; thence South $12^{\circ} 55'$ East three (3) feet; thence South $77^{\circ} 09' 30''$ West, 160.02 feet to the east line of South Clinton Street; thence South $12^{\circ} 55'$ East along the east line of South Clinton Street, 30.5 feet; thence North $77^{\circ} 09' 30''$ East 115 feet; thence North $12^{\circ} 55' 00''$ West 4.25 feet; thence North $77^{\circ} 09' 30''$ East, 177.54 feet to the West line of South Salina Street; thence North $12^{\circ} 50' 30''$ West along the west line of South Salina Street, 29.25 feet to the place of beginning.

Parcel XI - Tax Map # 94-5-8.3

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, bounded and described as follows: Beginning at a point in the easterly line of South Clinton Street, 241.5 feet south of the north line of Lot C, Farm Lot No. 336, said point being the southwesterly corner of lands conveyed by Bert L. Young to DeWitt C. King, and wife, by deed dated July 12, 1912; thence North $77^{\circ} 09' 30''$ East 114.62 feet more or less to the easterly line of lands conveyed by Bert L. Young to Daniel Gray and wife, by deed dated July 12, 1912; thence South $12^{\circ} 51'$ East 30.5 feet to the southerly line of lands so conveyed; thence South $77^{\circ} 09' 30''$ West 114.57 feet more or less to the easterly line of Clinton Street; thence North $12^{\circ} 55'$ West along the east line of South Clinton Street, 30.5 feet to the place of beginning, according to a survey of said property made by John S. Bierhardt, Licensed Engineer and Surveyor dated September 3, 1952.

Parcel XII - Tax Map # 94-5-8.1 & 8.2

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, bounded and described as follows: Beginning at a point on the east side of South Clinton Street in said City, which point is 272 feet south from the north line of said Subdivision C; thence south along the east side of said street 39 feet; thence north $77^{\circ} 10' 10''$ East 94.14 feet; thence North $21^{\circ} 20'$ East 37.33 feet; thence North $12^{\circ} 55'$ West 8 feet; thence South $77^{\circ} 10' 10''$ West 115 feet to the place of beginning.

ALSO ALL THAT TRACT OR PARCEL OF LAND, located in the aforesaid City, County and State and being part of Subdivision C of Farm Lot 336 at 1049 South Clinton Street, rear, approximately 39 x 30.80 feet triangular in dimension, vacant and designated at Book 6, Plate 16, Parcel 121 of the official tax map of the City of Syracuse, said parcel more particularly described as follows: Beginning at a point located North $77^{\circ} 10' 10''$ East 94.14 feet from a point in the east line of South Clinton Street 311 feet south $12^{\circ} 55''$ East from the intersection of said east line of South Clinton Street with the north line of Subdivision C; thence North $77^{\circ} 10' 10''$ East 20.86 feet to a point 115 feet east from the east line of South Clinton Street; thence North $12^{\circ} 55'$ West parallel to South Clinton Street 31 feet; thence South $21^{\circ} 20''$ West 37.33 feet to the place of beginning.

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
500 PLUM STREET STE 300
SYRACUSE, NY 13204

Return To :
BOUSQUET HOLSTEIN
110 WEST FAYETTE ST STE 1000
SYRACUSE, NY 13202

Method Returned : MAIL

First PARTY 1

JMA TECH PROPERTIES LLC

First PARTY 2

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Index Type : Land Records

Instr Number : 2020-00021362

Book : Page :

Type of Instrument : Memorandum Of Lease

Type of Transaction : Deed Misc

Recording Fee: \$90.50

Recording Pages : 9

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

Real Estate Transfer Tax

RETT # : 10449

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$90.50

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) : 07/01/2020

At (Recorded Time) : 11:37:57 AM



Doc ID - 039821170009

Lisa Dell

Lisa Dell, County Clerk



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

**MEMORANDUM OF
COMPANY LEASE AGREEMENT**

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

Ranalli/Taylor St., LLC
P.O. Box 678
Liverpool, New York 13088

NAME AND ADDRESS OF LESSEE: City of Syracuse Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, New York 13202

DESCRIPTION OF LEASED PREMISES:

All those tracts or parcels 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:

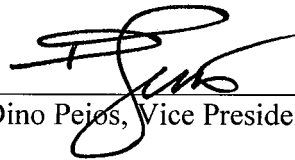
As of June 1, 2020.

TERM OF COMPANY LEASE AGREEMENT:

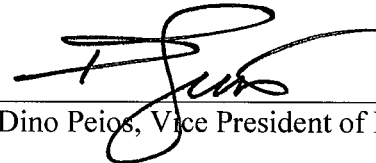
The term of the Company Lease shall commence on the date hereof and continue in full force and effect until **June 30, 2036**, unless earlier terminated as provided in that certain Agency Lease dated of even date herewith between the same parties hereto.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 30th day of June, 2020.

JMA TECH PROPERTIES, LLC

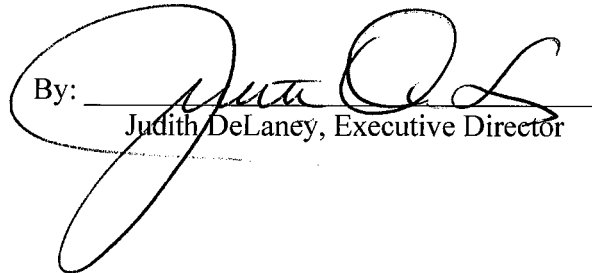
By: 
Dino Pejos, Vice President of Finance

RANALLI/TAYLOR ST., LLC

By: 
Dino Pejos, Vice President of Finance

STATE OF NEW YORK
COUNTY OF SYRACUSE
SHERIFF'S OFFICE
JUL 1 2020 10:00 AM

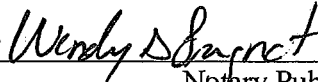
**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Judith DeLaney, Executive Director

STATE OF NEW YORK
COUNTY OF SYRACUSE
SHERIFF'S OFFICE
JUL 1 2020 10:00 AM

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

On the 30th day of June, 2020, 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.

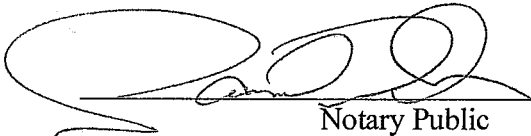


Notary Public

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

WENDY S. LOUGNOT
Notary Public in the State of New York
Qualified in Oswego County No. 02L06090224
My Commission Expires April 7, 2023

On this 25 day of June, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **JUDITH DELANEY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

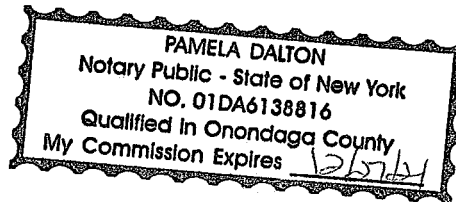


EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

SCHEDULE A

Parcel I - Tax Map # 94-5-6

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Block 140 in said City, and being part of lands described in a deed from Coyne Service and Supply Co., Inc. and Coyne Industrial Laundry Inc. to Coyne International Enterprises Corp., dated April 16, 1981 and recorded in Onondaga County Clerk's Office July 12, 1981 in Book of Deeds 2874 at page 305, and being more particularly described as follows: BEGINNING at a point on the easterly boundary of South Clinton Street at its intersection with the northerly boundary of Tallman Street; running thence North 21° 00' 20" East along the easterly boundary of South Clinton Street, a distance of 267.14 feet to an angle point therein; thence North 12° 55' 00" West continuing along said street boundary, a distance of 113.66 feet to a northwesterly corner of said lands of Coyne International Enterprises Corp.; thence North 77° 10' 10" East along a northerly boundary of said lands, a distance of 76.36 feet to an angle point therein; thence North 21° 00' 20" East continuing along said boundary, a distance of 30.03 feet to an angle point therein; thence South 68° 59' 40" East continuing along said boundary, a distance of 25.72 feet to an angle point therein; thence North 12° 50' 30" West continuing along said boundary, a distance of 89.83 feet to an angle point therein; thence North 77° 09' 30" East continuing along said boundary, a distance of 177.54 feet to its intersection with the westerly boundary of South Salina Street; thence South 12° 50' 30" East along the westerly line of South Salina Street, a distance of 16.15 feet to its intersection with the westerly line of Cortland Avenue; thence South 21° 00' 20" West along the westerly line of Cortland Avenue, a distance of 546.21 feet to its intersection with the northerly line of Tallman Street; thence North 88° 52' 10" West along said northerly line of Tallman Street, a distance of 23.93 feet to an angle point therein; thence North 88° 57' 50" West along said northerly line of Tallman Street, a distance of 116.58 feet to the point of beginning.

Parcel II - Tax Map # 94-5-7.0

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, bounded and described as follows: Beginning at a point in the east side of South Clinton Street in said City, which point is 311 feet south from the north line of Subdivision C; thence south on the east line of said Street 27 feet to the Northwest corner of land as sold by William R. Mudford and wife to George H. Goebel by deed dated December 9, 1903, and recorded in Book 358 of Deeds at page 373, etc., of Onondaga County Clerk's Office; thence extending east along said Goebel north line 75 feet, more or less, to the east line of the land formerly belonging to the estate of Betsey Sherwood; thence northerly along said former Sherwood eastern boundary 34 feet, more or less, to the southeast corner of land formerly belonging to William R. Mudford, deed of which is recorded in Book 358 of Deeds at page 214 in the Onondaga County Clerk's Office; thence west along the south line of said William R. Mudford lot to the place of beginning.

Parcel III - Tax Map # 94-4-8

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, known and distinguished as Lot No. 14 of Block No. 141, Syracuse, being 40 feet front on Tallman Street and the same in the rear.

Parcel IV - Tax Map # 94-4-7

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and known and distinguished on a map of said City made by Borden and Griffin, as being part of Lot No. 15 in Block No. 141 in said City, and bounded and described as follows, viz: BEGINNING at the southeasterly corner of said Block; thence northerly on the westerly line of Clinton Street, formerly Baker Street, 67.4 feet; thence westerly parallel with the northerly line of said Lot No. 15 to the easterly line of Lot No. 14 in said Block; thence southerly along the easterly line of said Lot No. 14 to the northerly line of Tallman Street; thence easterly on the northerly line of Tallman Street, 42 feet to the point of beginning.

Parcel V - Tax Map # 94-4-6

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and known and distinguished as part of Lot No. 15 in Block No. 141 in said City, bounded and described as follows: BEGINNING in the west line of South Clinton Street (formerly Baker Street) and the east line of said Lot No. 15 at a point distant 67.4 feet northwardly from the southeast corner of said Lot No. 15; thence westwardly and parallel with the northern line of Lot No. 15 to the west line of Lot No. 15; thence northwardly on the west line of said Lot No. 15 to the northwest corner thereof; thence eastwardly on the northern line of said Lot, 82.4 feet to South Clinton Street; thence southwardly on the west line of South Clinton Street 38 feet, it being intended to describe a strip of land 38 feet wide fronting on South Clinton Street taken off from the northern end of said Lot No. 15.

Parcel VI- Tax Map # 94-20-2 (portion)

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, known as being Lot No. 2 in Block 385 in said City, bounded and described as follows: BEGINNING at a point in the west line of South Salina Street at the northeast corner of lands owned by the Syracuse Transit Corporation (formerly the Syracuse and Oakwood Railroad Co.); thence westerly along the north line of said Transit Company's land about 112 feet to the east line of Cortland Avenue; thence northerly along said easterly line, 79 feet; thence easterly parallel with the first course herein about 73.31± feet, more or less, to the west line of South Salina Street; thence southerly along said westerly street line 79 feet to the place of beginning.

Parcel VII - Tax Map # 94-20-2 (portion)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State New York, known and distinguished as part of Block No. 385 of said City bounded as follows, viz: BEGINNING in the west line of Salina Street at a point 3 78/100 chains south from a stone monument standing in the west line of said street; thence southerly along the westerly line of said street about 174 84/100 feet to the northerly line of Tallman Street; thence westerly along the northerly line of Tallman Street 193 25/100 feet to the easterly line of Cortland Avenue; thence northerly along the easterly line of Cortland Avenue 177 86/100 feet; thence easterly in a direct line about 112 86/100 feet to the point or place of beginning.

Parcel VIII - Tax Map # 94-20-1

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Block 385, Syracuse, more particularly bounded and described as follows: BEGINNING at an iron pipe located at the intersection of the westerly line of South Salina Street with the easterly line of Cortland Avenue, Syracuse, New York and running on an South 5° 47' 20" East course 150 feet along the said westerly line of South Salina Street to an iron pipe located on the said westerly line of South Salina Street; thence running at an interior angle of 89° 15' 20" with said last mentioned course on an South 84° 57' 20" West course 75.25 feet to a drill hole in the said easterly line of Cortland; thence running at an interior angle of 63° 57' with said last mentioned course on an North 21° 00' 20" East course 166.95 feet, more or less, along the said easterly line of Cortland Avenue to the place of beginning, as shown on the survey map of Henry S. Wells, dated October 11, 1940, filed in the Onondaga County Clerk's Office on November 23, 1940.

Parcel IX - Tax Map # 94-4-4

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, in said City, bounded and described as follows: Beginning in the west line of Baker Street, now Clinton Street, at a point of the land formerly belonging to the estate of Betsey Sherwood, deceased, as the same was conveyed to her by deed recorded in the Clerk's Office of Onondaga County in Book of Deeds 149 at page 234, etc., which point is 145 feet south of the north line of said land belonging to the said estate, and 50 feet west of the southwest corner of land conveyed to William R. Mudford by deed recorded in said Clerk's Office in Book of Deeds No. 317 at page 2, etc., thence running northerly on a line parallel with the west line of the land so conveyed to said Mudford, 145 feet to the north line of land belonging to said estate; thence westerly along said north line 132 feet; thence southerly and parallel with the first line of the land herein conveyed 145 feet; thence easterly 132 feet to the place of beginning.

EXCEPTING AND RESERVING therefrom the following described premises:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Subdivision "C" of Farm Lot No. 336, bounded and described as follows: Beginning in the west line of South Clinton Street, formerly Baker Street, on the north line of premises formerly owned by Betsey Sherwood and conveyed to her by a deed, recorded in Onondaga County Clerk's Office in Book 149 of Deeds, page 234, etc., at the northeast corner of the premises described and conveyed by a deed from L. Earl Highbee and others to Frank Gabriel, dated April 19, 1923, and recorded in Onondaga County Clerk's Office on the 16th day of May, 1923, in Book 521 of Deeds, page 550, etc.; thence westerly along the north line of the premises of the said Betsey Sherwood, which is along the north line of the premises conveyed to said Frank Gabriel, 132 feet; thence southerly along a line parallel with the west line of South Clinton Street, which is along the west line of the premises of said Frank Gabriel, 80 feet; thence easterly along a line parallel with the first course herein, 132 feet to the west line of South Clinton Street; thence northerly along the east line of South Clinton Street 80 feet to the place of beginning.

Parcel X - Tax Map # 94-5-5.1 & 5.2

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, particularly described as follows: Beginning at a point in the West line of South Salina Street 278.58 feet south from a stone monument which is 118.34 feet south of the south line of Taylor Street; running thence South 77° 99' 30" West, 132 feet; thence South 12° 55' East three (3) feet; thence South 77° 09' 30" West, 160.02 feet to the east line of

South Clinton Street; thence South 12° 55' East along the east line of South Clinton Street, 30.5 feet; thence North 77° 09' 30'' East 115 feet; thence North 12° 55' 00'' West 4.25 feet; thence North 77° 09' 30'' East, 177.54 feet to the West line of South Salina Street; thence North 12° 50' 30'' West along the west line of South Salina Street, 29.25 feet to the place of beginning.

Parcel XI - Tax Map # 94-5-8.3

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, bounded and described as follows: Beginning at a point in the easterly line of South Clinton Street, 241.5 feet south of the north line of Lot C, Farm Lot No. 336, said point being the southwesterly corner of lands conveyed by Bert L. Young to DeWitt C. King, and wife, by deed dated July 12, 1912; thence North 77° 09' 30'' East 114.62 feet more or less to the easterly line of lands conveyed by Bert L. Young to Daniel Gray and wife, by deed dated July 12, 1912; thence South 12° 51' East 30.5 feet to the southerly line of lands so conveyed; thence South 77° 09' 30'' West 114.57 feet more or less to the easterly line of Clinton Street; thence North 12° 55' West along the east line of South Clinton Street, 30.5 feet to the place of beginning, according to a survey of said property made by John S. Bierhardt, Licensed Engineer and Surveyor dated September 3, 1952.

Parcel XII - Tax Map # 94-5-8.1 & 8.2

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, bounded and described as follows: Beginning at a point on the east side of South Clinton Street in said City, which point is 272 feet south from the north line of said Subdivision C; thence south along the east side of said street 39 feet; thence north 77° 10' 10'' East 94.14 feet; thence North 21° 20' East 37.33 feet; thence North 12° 55' West 8 feet; thence South 77° 10' 10'' West 115 feet to the place of beginning.

ALSO ALL THAT TRACT OR PARCEL OF LAND, located in the aforesaid City, County and State and being part of Subdivision C of Farm Lot 336 at 1049 South Clinton Street, rear, approximately 39 x 30.80 feet triangular in dimension, vacant and designated at Book 6, Plate 16, Parcel 121 of the official tax map of the City of Syracuse, said parcel more particularly described as follows: Beginning at a point located North 77° 10' 10'' East 94.14 feet from a point in the east line of South Clinton Street 311 feet south 12° 55'' East from the intersection of said east line of South Clinton Street with the north line of Subdivision C; thence North 77° 10' 10'' East 20.86 feet to a point 115 feet east from the east line of South Clinton Street; thence North 12° 55' West parallel to South Clinton Street 31 feet; thence South 21° 20'' West 37.33 feet to the place of beginning.



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

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A – Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Multi-member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input checked="" type="checkbox"/> mark an X if more than one grantor)	Social Security number (SSN)
	JMA Tech Propeties, LLC and Ranalli/Taylor St., LLC	
	Mailing address	SSN
	P.O. Box 678	
	City State ZIP code	Employer Identification Number (EIN)
Liverpool NY 13088	84-3332852 / 81-2422866	
Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN	
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Multi-member LLC <input checked="" type="checkbox"/> Other		
Name (if individual, last, first, middle initial) (<input type="checkbox"/> mark an X if more than one grantee)	SSN	
City of Syracuse Industrial Development Agency		
Mailing address	SSN	
201 East Washington Street, 6th Floor		
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 <input type="checkbox"/> One- to three-family house	6 <input type="checkbox"/> Apartment building	Date of conveyance	Percentage of real property conveyed which is residential real property _____% (see instructions)
2 <input type="checkbox"/> Residential cooperative	7 <input type="checkbox"/> Office building		
3 <input type="checkbox"/> Residential condominium	8 <input type="checkbox"/> Four-family dwelling	06 30 2020	
4 <input type="checkbox"/> Vacant land	9 <input type="checkbox"/> Other _____	month day year	
5 <input checked="" type="checkbox"/> Commercial/industrial			

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

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

For recording officer's use	Amount received	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) <input checked="" type="checkbox"/> 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.

<p>DocuSigned by: Dino Peios Properties, LLC <i>Dino Peios</i> _____ F282524715CF4D9... Grantor signature Dino Peios</p>	<p>DocuSigned by: City of Syracuse Industrial Development Agency <i>Judith DeLaney</i> _____ C938C8B871BA42A... Grantee signature Judith DeLaney</p>	<p>_____ Executive Director Title</p>
<p>DocuSigned by: Ranall Taylor St., LLC <i>Dino Peios</i> _____ F282524715CF4D9... Grantor signature Dino Peios</p>	<p>_____ VP Finance Title</p>	<p>_____ Grantee signature Title</p>

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 _____ to _____ (see instructions).
Date Date
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of 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 ID #
1022 Clinton St S	094.-04-04.0
1080-82 Clinton St S	094.-04-06.0
222-24 Tallman St & Clinton St S	094.-04-07.0
226 Tallman St	094.-04-08.0
1002-22 Salina St S & Cortland Ave	094.-20-01.0
1024-40 Salina St S & Tallman St	094.-20-02.0
980-82 Salina St S	094.-05-05.1
1029 Clinton St S	094.-05-05.2
120-154 Cortland Ave & Tallman St	094.-05-06.0
1051 Clinton St S	094.-05-07.0
1049 Clinton St S	094.-05-08.1
1049 Clinton St S Rear	094.-05-08.2
1033 Clinton St S	094.-05-08.3

**JMA TECH PROPERTIES, LLC
BILL OF SALE TO AGENCY**

JMA TECH PROPERTIES, LLC, a limited liability company organized under the laws of the State of New York, each with an office to conduct business at 7645 Henry Clay Blvd., Liverpool, New York 13088 ("**JMA**"), for the consideration of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration received by JMA from the City of Syracuse Industrial Development Agency, a public benefit corporation organized and existing pursuant to the laws of the State of New York (the "**Agency**"), having its office at 201 East Washington Street, 6th Floor, Syracuse, New York 13202, the receipt of which is hereby acknowledged by JMA, 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 JMA in connection with the Project Facility, as described in the Agency Lease entered between the Agency, JMA and Ranalli/Taylor St., LLC dated as of June 30, 2020 (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.

JMA hereby represents and warrants that it is the true and lawful owner of the personal property being conveyed hereby, that all of the foregoing are free and clear of all liens, security interests, and encumbrances, except for Permitted Encumbrances, as defined in the Agency Lease, and that JMA has the right to sell the same as aforesaid; and JMA 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, JMA 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 30th day of June, 2020.

JMA TECH PROPERTIES, LLC

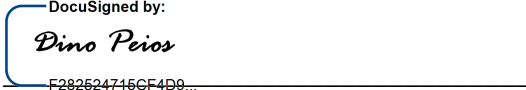
By:  **Dino Peios**
F282624716CF4D0...
Dino Peios, Vice President of Finance

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 **RANALLI/TAYLOR ST., LLC** 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, and equipment, shelving, racks, flagpoles, signs, waste containers, outdoor benches, drapes, blinds and accessories, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery; and together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor, and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.

**RANALLI/TAYLOR ST., LLC
BILL OF SALE TO AGENCY**

RANALLI/TAYLOR ST., LLC, a limited liability company organized under the laws of the State of New York, with an office to conduct business at 7645 Henry Clay Blvd., Liverpool, New York 13088 (“**Ranalli/Taylor**”), for the consideration of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration received by Ranalli/Taylor from the City of Syracuse Industrial Development Agency, a public benefit corporation organized and existing pursuant to the laws of the State of New York (the "**Agency**"), having its office at 201 East Washington Street, 6th Floor, Syracuse, New York 13202, the receipt of which is hereby acknowledged by Ranalli/Taylor, 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 Ranalli/Taylor in connection with the Project Facility, as described in the Agency Lease entered between the Agency, Ranalli/Taylor and JMA Tech Properties, LLC dated as of June 30, 2020 (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.

Ranalli/Taylor hereby represents and warrants that it is the true and lawful owner of the personal property being conveyed hereby, that all of the foregoing are free and clear of all liens, security interests, and encumbrances, except for Permitted Encumbrances, as defined in the Agency Lease, and that the Ranalli/Taylor has the right to sell the same as aforesaid; and Ranalli/Taylor 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, Ranalli/Taylor 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 30th day of June, 2020.

RANALLI/TAYLOR ST., LLC


By: 
F282624715CF4D9...
Dino Peios, Vice President of 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 **RANALLI/TAYLOR ST., LLC** 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, and equipment, shelving, racks, flagpoles, signs, waste containers, outdoor benches, drapes, blinds and accessories, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery; and together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor, and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

AND

JMA TECH PROPERTIES, LLC

AND

RANALLI/TAYLOR ST., LLC

AGENCY LEASE AGREEMENT

DATED AS OF JUNE 30, 2020

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UPON TERMINATION OF LEASES

AGENCY LEASE AGREEMENT

THIS AGENCY LEASE AGREEMENT, dated as of June 30, 2020 (the "**Agency Lease**"), by and between the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a body corporate and politic and a public instrumentality of the State of New York, having its office at 201 East Washington Street, 6th Floor, Syracuse, New York 13202 (the "**Agency**"), and **JMA TECH PROPERTIES, LLC ("JMA")** and **RANALLI/TAYLOR ST., LLC ("Ranalli/Taylor"** and together with JMA, collectively, the "**Company**"), each a New York limited liability company, each having its office at 7645 Henry Clay Blvd, Liverpool, New York 13088..

WITNESSETH:

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

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

WHEREAS, the Agency, by resolutions adopted on June 16, 2020, agreed, at the request of the Company to undertake a project (the "**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 "**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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "**Facility**"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S., collectively, the "**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 "**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 Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Agency proposes to assist the Company's acquisition, construction, reconstruction, renovation 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 the 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 one or more bills of sale from the Company; and (2) subleasing the Project Facility to the Company pursuant to this Agency Lease; and

WHEREAS, JMA Tech Properties, LLC ("**JMA**") is the fee owner of 1022 Clinton St. S.; 1029, 1033, 1049, 1049 (rear); and 980-82 Salina St. S., and any improvements thereon existing or to be constructed thereon as part of the Project Facility (the "**JMA Property**"); and

WHEREAS, Ranalli/Taylor is the fee owner of 120-154 Cortland Ave. & Tallman St.; 1051 Clinton St. S.; 1080-82 Clinton St. S.; 222-24 Tallman St. & Clinton St. S.; 226 Tallman St.; 1002-22 Salina St. S. & Cortland Ave.; and 1024-40 Salina St. S. & Tallman St., and any improvements thereon existing or to be constructed thereon as part of the Project Facility (collectively, the "**Ranalli/Taylor Property**") such that collectively, the Company is the current owner of the entirety 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 June 30, 2020 (the "**Company Lease**"); and

WHEREAS, the Company has conveyed title to the Equipment to the Agency pursuant to one or more bills of sale from the Company dated as of June 30, 2020 (collectively, the "**Bill of Sale**"); and

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

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

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

**ARTICLE I
RECITALS AND DEFINITIONS**

1.0 RECITALS.

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

1.1 DEFINITIONS.

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

1.2 INTERPRETATION.

In this Agency Lease, unless the context otherwise requires:

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

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

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

**ARTICLE II
REPRESENTATIONS AND COVENANTS**

2.1 REPRESENTATIONS OF THE AGENCY.

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

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

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

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

2.2 REPRESENTATIONS AND COVENANTS OF THE COMPANY.

JMA and Ranalli/Taylor each as noted or jointly as the Company, make the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) JMA 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) Ranalli/Taylor 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.

(c) Each Ranalli/Taylor and JMA for itself represent and covenant that, for each respectively, this Agency Lease and the other Company Documents constitute, or upon

their execution and delivery in accordance with the terms thereof will constitute, valid and legally binding obligations of Ranalli/Taylor and JMA enforceable in accordance with their respective terms

(d) Ranalli/Taylor is the fee owner of the Land and improvements located at each 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S., each in the City and shall remain and retain such interests for the term of this Agency Lease unless otherwise consented to in writing by the Agency.

(e) JMA is the fee owner of the Land and improvements, if any, located at 1022, 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., each in the City and shall remain and retain such interests for the term of this Agency Lease unless otherwise consented to in writing by the Agency.

(f) The Company shall complete the Project Facility on or before the Completion Date.

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

(h) 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.

(i) 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 JMA's or Ranalli/Taylor's Articles of Organization or Operating Agreements;

(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 either JMA or Ranalli/Taylor is a party or by which either JMA or Ranalli/Taylor or any of its respective 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 either Company or any of the property of either Company.

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

(1) Has been an important consideration in the Company's decision to acquire, reconstruct, renovate, 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 preserve and create permanent, private sector jobs in the State and the City and will help eliminate blight.

(k) 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).

(l) 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.

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

(n) 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.

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

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

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

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

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

(t) 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.

(u) 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.

(v) 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.

(w) As a condition precedent to receiving or benefiting from any State sales and use tax exemption benefits, the Company acknowledges and agrees to all terms and

conditions of Section 875(3) of the Act. Section 875(3) of the Act is herein incorporated by reference. As part of such conditions precedent:

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

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

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

(x) The amount of State and local sales and use tax benefits comprising the Financial Assistance approved by the Agency shall not exceed **1,590,000**. The Company shall not request, obtain nor claim State and local sales and use tax exemptions in excess of this amount.

(y) 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.

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

(aa) 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 are no pending or threatened law suits against the City or County.

**ARTICLE III
CONVEYANCE OF LEASEHOLD INTEREST IN PROJECT FACILITY**

3.1 AGREEMENT TO CONVEY LEASEHOLD INTEREST TO COMPANY.

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

3.2 USE OF PROJECT FACILITY.

Subsequent to the Closing Date, the Company shall be entitled to use the Project Facility in 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
RECONSTRUCTION, RENOVATION, CONSTRUCTION AND EQUIPPING
OF THE PROJECT**

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

(a) The Company shall promptly construct, equip and complete the Project Facility, all in accordance with the Plans and Specifications 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, reconstruction, renovation, 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 Agency's Local Access Agreement has been completed and 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, reconstruct, renovate, equip and complete the Project Facility and to acquire the Equipment in accordance with the terms hereof;

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

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

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

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

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

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

4.2 COMPLETION OF PROJECT FACILITY.

(a) The Company will proceed with due diligence to acquire, construct, reconstruct, renovate, equip and complete the Project Facility on or before the Completion Date. Completion of the acquisition, construction, reconstruction, renovation and equipping of the Project Facility shall be evidenced by a certificate signed by an Authorized Representative of the Company and approved by the Agency, 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 complete the Project and to pay in full all costs of the construction, reconstruction, renovation, equipping and completion of the Project Facility.

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

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

In the event of a default by any materialman or Additional Agent (as defined herein) under any contract made by them in connection with construction, reconstruction, renovation, equipping and completion of the Project Facility or in the event of a breach of warranty or other liability with respect to any materials, workmanship, or performance guaranty,

the Company shall proceed, either separately or in conjunction with others, to exhaust the remedies of the Company against the materialman or Additional Agent so in default and against each surety for the performance of such contract. The Company may prosecute or defend any action or proceeding or take any other action involving any such materialman or Additional Agent or surety which the Company deems reasonably necessary. The Company shall advise the Agency of any actions or proceedings taken hereunder. No such suit shall relieve the Company of any of its obligations under this Agency Lease and the other Company Documents.

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

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

term provided herein and upon and subject to the terms and conditions herein set forth and subject to Permitted Encumbrances.

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

- (i) unconditional obligation to bear the economic risk of depreciation and diminution in value of the Project Facility due to obsolescence or exhaustion, and shall bear the risk of loss if the Project Facility is destroyed or damaged;
- (ii) unconditional obligation to keep the Project Facility in good condition and repair;
- (iii) unconditional and exclusive right to the possession of the Project Facility, and shall have sole control of and responsibility for the Project Facility;
- (iv) unconditional obligation to maintain insurance coverage on, and such reserves with respect to, the Project Facility as may be required by the Company, the Agency and the Mortgagee with respect to the Project;
- (v) unconditional obligation to pay all taxes levied on, or payments in lieu thereof, and assessments made with respect to, the Project Facility;
- (vi) subject to the Unassigned Rights, unconditional and exclusive right to receive rental and any other income and other benefits of the Project Facility and from the operation of the Project;
- (vii) unconditional obligation to pay for all of the capital investment in the Project Facility;
- (viii) unconditional obligation to bear all expenses and burdens of the Project Facility and to pay for all maintenance and operating costs in connection with the Project Facility; and
- (ix) unconditional and exclusive right to include all income earned from the operation of the Project Facility and claim all deductions and credits generated with respect to the Project Facility on its annual federal, state and local tax returns.

5.2 TERM OF LEASE; EARLY TERMINATION; SURVIVAL.

(a) The term of this Agency Lease shall commence on the date hereof and continue in full force and effect until **June 30, 2036** (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 one or more bills 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.

(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.

(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) 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 (ii) to the Mortgagee, an amount equal to the debt service and amounts becoming due and payable under the Mortgage and the indebtedness secured thereby on the due date thereof.

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

shall accrue interest after the expiration of such ten days at a rate of ten percent (10%) per annum or the highest rate permitted by law, whichever is less.

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

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

5.4 NATURE OF OBLIGATIONS OF COMPANY HEREUNDER.

(a) The obligations of the Company to make the payments required by this Agency Lease and to perform and observe any and all of the other covenants and agreements on its part contained herein are joint and several 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 and regardless of which Company owns the Land. 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, reconstruction, renovation and equipping of the Project Facility, any defect in the title, design, operation, merchantability, fitness, or condition of the Project Facility, or any part thereof, or in the suitability of the Project Facility, or any part thereof, for the Company's purposes or needs, or failure of consideration for, destruction of or damage to, or Condemnation of title to, or the use of all or any part of the Project Facility, any change in the tax or other laws of the United States of America or of the State of New York, or any political subdivision thereof, or any failure of the Agency to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Agency Lease or the Company Lease.

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

**ARTICLE VI
MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE**

6.1 MAINTENANCE AND MODIFICATIONS OF PROJECT FACILITY.

The Company shall:

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

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

(c) Operate the Project Facility in a sound and economic manner in general accordance with the Project 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.

6.2 TAXES, ASSESSMENTS AND UTILITY CHARGES.

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

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

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

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

(4) Any and all payments of taxes, if applicable, or 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, Ranalli/Taylor 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) Ranalli/Taylor shall have set aside, or cause to be set aside, adequate reserves for any such taxes, assessments and other charges. If Ranalli/Taylor 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, Ranalli/Taylor 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:

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

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

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

6.4 ADDITIONAL PROVISIONS RESPECTING INSURANCE.

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

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

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

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

6.5 APPLICATION OF NET PROCEEDS OF INSURANCE.

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

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

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

6.6 PAYMENTS IN LIEU OF REAL ESTATE TAXES.

Ranalli/Taylor and the Agency and JMA as an acknowledging party have entered into a PILOT Agreement with respect to payments in lieu of real estate taxes for the PILOT Parcels. The JMA Property along with the Ranalli/Taylor Property located at 1080-82 Clinton St. S.; 222-24 Tallman St. & Clinton St. S.; 226 Tallman St.; 1002-22 Salina St. S. & Cortland Ave.; and 1024-40 Salina St. S. & Tallman St. shall not be subject to a payment in lieu of taxes agreement and JMA and Ranalli/Taylor shall pay real property taxes on said parcels as if privately owned and the Agency had no interest in said property. Each Company agrees that the obligations hereunder and under the PILOT Agreement with respect to the payment of taxes, or payments in lieu thereof, are joint and several.

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

7.1 DAMAGE OR DESTRUCTION.

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

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

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

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

(b) If the Mortgage shall not be in effect and the Mortgagee shall have no interest in the Project Facility, then notwithstanding anything to the contrary contained in subsection 7.1(a), the Company shall not be obligated to replace, repair, rebuild, or restore the Project Facility, and the Net Proceeds of any insurance settlement shall not be applied as provided in subsection 7.1(a) if the Company shall notify the Agency that, in the Company’s sole judgment, the Company does not deem it practical or desirable to replace, repair, rebuild, or restore the Project Facility. In such event, the lesser of (1) the total amount of the Net Proceeds collected under any and all policies of insurance covering the damage to or destruction of the Project Facility, or (2) any other sums 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 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 during the Term hereof, but, in the event this Agency Lease is terminated early in accordance with Section 5.2 hereof, , for a period of five (5) years from the termination date, unless the early termination occurs is less than five years from 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 creation¹, Local Labor Requirements, exemptions from State and local sales and use tax, real property and mortgage recording taxes and other topics as the Agency from time to time reasonably considers necessary or appropriate including, but not limited to those reports, in substantially the form as set forth in **Exhibit "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.

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.

8.6 BOOKS OF RECORD AND ACCOUNT; FINANCIAL STATEMENTS.

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

8.7 COMPLIANCE WITH ORDERS, ORDINANCES, ETC.

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

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

8.8 DISCHARGE OF LIENS AND ENCUMBRANCES.

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

8.9 PERFORMANCE BY AGENCY OF COMPANY'S OBLIGATIONS.

Should the Company fail to make any payment or to do any act as herein provided, the Agency may, but need not, upon ten (10) days' prior written notice to or demand on the Company and without releasing the Company from any obligation herein, make or do the same, including, without limitation, appearing in and defending any action purporting to affect the rights or powers of the Company, or the Agency and paying all expenses, including, without limitation, reasonable attorneys' fees; and the Company shall pay immediately upon demand all

sums so expended by the Agency under the authority hereof, together with the interest thereon at a rate of ten percent (10%) per annum or the highest rate permitted by law, whichever is greater.

8.10 DEPRECIATION DEDUCTIONS AND TAX CREDITS.

The parties agree that as between them, the Company shall be entitled to all depreciation deductions and accelerated cost recovery system deductions with respect to any portion of the Project Facility pursuant to Sections 167 and 168 of the Code and to any investment credit pursuant to Section 38 of the Code with respect to any portion of the Project Facility which constitutes "Section 38 Property" and to all other State and/or federal income tax deductions and credits which may be available with respect to the Project Facility. The Agency shall take no position as to which Company entity is entitled to any such depreciation, deductions and/or credits.

8.11 EMPLOYMENT OPPORTUNITIES.

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

8.12 SALES AND USE TAX EXEMPTION.

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

(b) The Company may use and appoint a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, "***Additional Agents***") in furtherance of the completion of the Project. However, for each Additional Agent, the Company must first: (i) cause the each such appointed Additional Agent to execute and deliver a sub-agent agreement, in the form attached hereto at **Exhibit "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 (the "*Recapture Amount*") consisting of State and local sales and use tax exemption in accordance with the Agency's Recapture Policy, a copy of which is attached hereto at **Exhibit "G"**, and the Project Agreement.

8.13. IDENTIFICATION OF THE EQUIPMENT.

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

ARTICLE IX ASSIGNMENTS; TRANSFERS; MERGER OF AGENCY

9.1 ASSIGNMENT OF AGENCY LEASE.

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

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 either 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 either Company to maintain the insurance required by Section 6.3; or

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

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

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

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

(g) Either Company shall conceal, remove, or permit to be concealed or removed any part of its Property with intent to hinder, delay, or defraud its creditors, or any one of them, or shall make or suffer a transfer of any of its Property which is fraudulent under any bankruptcy, fraudulent conveyance, or similar law, or shall make any transfer of its Property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid, or shall suffer or permit, while insolvent, any creditor to obtain a Lien upon any of its Property through legal proceedings or distraint which is not vacated within thirty (30) days from the date thereof; or

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

(i) The filing by either Company of a voluntary petition under Title 11 of the United States Code or any other federal or state bankruptcy statute; the failure by either Company within sixty (60) days to lift any execution, garnishment, or attachment of such consequence as will impair either Company's ability to carry out its obligations hereunder; the commencement of a case under Title 11 of the United States Code against either Company as the debtor, or commencement under any other federal or state bankruptcy statute of a case, action, or proceeding against either 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 either 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 either Company unless such order, judgment, or decree is vacated, dismissed, or dissolved within sixty (60) days of its issuance.

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

For the avoidance of doubt, a default by either JMA and/or Ranalli/Taylor constitutes an Event of Default hereunder giving rise to the Agency's remedies and all liability is joint and several.

10.2 REMEDIES ON DEFAULT.

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

- 1) Terminate this Agency Lease;
- 2) Terminate the Company Lease;
- 3) Terminate the PILOT Agreement;
- 4) Terminate the Company's appointment as agent of the Agency; or
- 5) 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, 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
- 6) Seek to recover the Recapture Amount set forth in Article 8 hereof as well as any and all other components of Financial Assistance provided to the Company in accordance with the Agency's Recapture Policy and the Project Agreement.

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

10.3 REMEDIES CUMULATIVE.

No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agency Lease, the Company Lease and the other Company Documents or 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.

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

10.5 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

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

ARTICLE XI MISCELLANEOUS

11.1 NOTICES.

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

(a) If to the Agency, to: City of Syracuse Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, New York 13202
Attn: Chairman

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

and

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

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

Ranalli/Taylor St., LLC
P.O. Box 678
Liverpool, New York 13088
Attn: Dino Peios, Vice President Finance

With a copy to: Costello, Cooney & Fearon, PLLC
500 Plum Street, Suite 300
Syracuse, New York 13204
Attn: Wendy Loughnot, 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 COUNTERPARTS; ELECTRONIC SIGNATURE.

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page counterpart hereof by telecopy, emailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic association of signatures and records on electronic platforms, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, any other similar state laws based on the Uniform Electronic Transactions Act, the Uniform Commercial Code, each as amended, and the parties hereto hereby waive any objection to the contrary, provided that (x) nothing herein shall require the Agency to accept electronic signature counterparts in any form or format and (y) the Agency reserves the right to require, at any time and at its sole discretion, the delivery of manually executed counterpart signature pages to this agreement and the parties hereto agree to promptly deliver such manually executed counterpart signature pages.

11.6 APPLICABLE LAW.

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

11.7 WAIVER OF TRIAL BY JURY.

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

11.8 SUBORDINATION.

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

11.9 SURVIVAL OF OBLIGATIONS.

(a) The obligations of the Company to repay, defend and/or provide the indemnity 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, 8.4, 8.5 and 11.14 hereof shall similarly survive the termination of this Agency Lease.

11.10 TABLE OF CONTENTS AND SECTION HEADINGS NOT CONTROLLING.

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

11.11 NO RECOURSE; SPECIAL OBLIGATION.

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

order or decree of specific performance with respect to any of the obligations of the Agency hereunder or thereunder shall be sought or enforced against the Agency unless:

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

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

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

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

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

11.12 OBLIGATION TO SELL AND PURCHASE THE EQUIPMENT.

(a) Contemporaneously with the termination of this Agency Lease in accordance with Section 5.2 hereof, the Agency shall sell and the Company shall purchase all the Agency's right, title and interest in and to all of the Equipment for a purchase price equal to the sum of One Dollar (\$1.00), plus payment of all sums due and payable to the Agency or any other Person pursuant to this Agency Lease and the other Company Documents. The Company hereby irrevocably designates the Agency as its attorney-in-fact, coupled with an interest, for the purpose of executing and delivering one or more bills 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 one or more bills 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) (c) The Company agrees to prepare bill(s) of sale to the appropriate 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. The Agency shall have no obligation to determine, as between them, the respective interests of the Companies in and to the Equipment so transferred. In the event the Company fails to prepare such bill(s) of sale, the Agency may prepare one or more bills of sale in the name of any one or more of the Companies without regard to each Company's respective interest.

11.13 ENTIRE AGREEMENT.

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

11.14 DISCLOSURE.

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

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EXHIBIT "A"**DESCRIPTION OF LAND****Parcel I - Tax Map # 94-5-6**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Block 140 in said City, and being part of lands described in a deed from Coyne Service and Supply Co., Inc. and Coyne Industrial Laundry Inc. to Coyne International Enterprises Corp., dated April 16, 1981 and recorded in Onondaga County Clerk's Office July 12, 1981 in Book of Deeds 2874 at page 305, and being more particularly described as follows: BEGINNING at a point on the easterly boundary of South Clinton Street at its intersection with the northerly boundary of Tallman Street; running thence North 21° 00' 20" East along the easterly boundary of South Clinton Street, a distance of 267.14 feet to an angle point therein; thence North 12° 55' 00" West continuing along said street boundary, a distance of 113.66 feet to a northwesterly corner of said lands of Coyne International Enterprises Corp.; thence North 77° 10' 10" East along a northerly boundary of said lands, a distance of 76.36 feet to an angle point therein; thence North 21° 00' 20" East continuing along said boundary, a distance of 30.03 feet to an angle point therein; thence South 68° 59' 40" East continuing along said boundary, a distance of 25.72 feet to an angle point therein; thence North 12° 50' 30" West continuing along said boundary, a distance of 89.83 feet to an angle point therein; thence North 77° 09' 30" East continuing along said boundary, a distance of 177.54 feet to its intersection with the westerly boundary of South Salina Street; thence South 12° 50' 30" East along the westerly line of South Salina Street, a distance of 16.15 feet to its intersection with the westerly line of Cortland Avenue; thence South 21° 00' 20" West along the westerly line of Cortland Avenue, a distance of 546.21 feet to its intersection with the northerly line of Tallman Street; thence North 88° 52' 10" West along said northerly line of Tallman Street, a distance of 23.93 feet to an angle point therein; thence North 88° 57' 50" West along said northerly line of Tallman Street, a distance of 116.58 feet to the point of beginning.

Parcel II - Tax Map # 94-5-7.0

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, bounded and described as follows: Beginning at a point in the east side of South Clinton Street in said City, which point is 311 feet south from the north line of Subdivision C; thence south on the east line of said Street 27 feet to the Northwest corner of land as sold by William R. Mudford and wife to George H. Goebel by deed dated December 9, 1903, and recorded in Book 358 of Deeds at page 373, etc., of Onondaga County Clerk's Office; thence extending east along said Goebel north line 75 feet, more or less, to the east line of the land formerly belonging to the estate of Betsey Sherwood; thence northerly along said former Sherwood eastern boundary 34 feet, more or less, to the southeast corner of land formerly belonging to William R. Mudford, deed of which is recorded in Book 358 of Deeds at page 214 in the Onondaga County Clerk's Office; thence west along the south line of said William R. Mudford lot to the place of beginning.

Parcel III - Tax Map # 94-4-8

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, known and distinguished as Lot No. 14 of Block No. 141, Syracuse, being 40 feet front on Tallman Street and the same in the rear.

Parcel IV - Tax Map # 94-4-7

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and known and distinguished on a map of said City made by Borden and Griffin, as being part of Lot No. 15 in Block No. 141 in said City, and bounded and described as follows, viz: BEGINNING at the southeasterly corner of said Block; thence northerly on the westerly line of Clinton Street, formerly Baker Street, 67.4 feet; thence westerly parallel with the northerly line of said Lot No. 15 to the easterly line of Lot No. 14 in said Block; thence southerly along the easterly line of said Lot No. 14 to the northerly line of Tallman Street; thence easterly on the northerly line of Tallman Street, 42 feet to the point of beginning.

Parcel V - Tax Map # 94-4-6

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and known and distinguished as part of Lot No. 15 in Block No. 141 in said City, bounded and described as follows: BEGINNING in the west line of South Clinton Street (formerly Baker Street) and the east line of said Lot No. 15 at a point distant 67.4 feet northwardly from the southeast corner of said Lot No. 15; thence westwardly and parallel with the northern line of Lot No. 15 to the west line of Lot No. 15; thence northwardly on the west line of said Lot No. 15 to the northwest corner thereof; thence eastwardly on the northern line of said Lot, 82.4 feet to South Clinton Street; thence southwardly on the west line of South Clinton Street 38 feet, it being intended to describe a strip of land 38 feet wide fronting on South Clinton Street taken off from the northern end of said Lot No. 15.

Parcel VI- Tax Map # 94-20-2 (portion)

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, known as being Lot No. 2 in Block 385 in said City, bounded and described as follows: BEGINNING at a point in the west line of South Salina Street at the northeast corner of lands owned by the Syracuse Transit Corporation (formerly the Syracuse and Oakwood Railroad Co.); thence westerly along the north line of said Transit Company's land about 112 feet to the east line of Cortland Avenue; thence northerly along said easterly line, 79 feet; thence easterly parallel with the first course herein about 73.31± feet, more or less, to the west line of South Salina Street; thence southerly along said westerly street line 79 feet to the place of beginning.

Parcel VII - Tax Map # 94-20-2 (portion)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State New York, known and distinguished as part of Block No. 385 of said City bounded as follows, viz: BEGINNING in the west line of Salina Street at a point 3 78/100 chains south from a stone monument standing in the west line of said street; thence southerly along the westerly line of said street about 174 84/100 feet to the northerly line of Tallman Street; thence westerly along the northerly line of Tallman Street 193 25/100 feet to the easterly line of Cortland Avenue; thence northerly along the easterly line of Cortland Avenue 177 86/100 feet; thence easterly in a direct line about 112 86/100 feet to the point or place of beginning.

Parcel VIII - Tax Map # 94-20-1

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Block 385, Syracuse, more particularly bounded and described as follows: BEGINNING at an iron pipe located at the intersection of the westerly line of South Salina Street with the easterly line of Cortland Avenue, Syracuse, New York and running on an South 5° 47' 20" East course 150 feet along the said westerly line of South Salina Street to an iron pipe located on the said westerly line of South Salina Street; thence running at an interior angle of 89° 15' 20" with said last mentioned course on an South 84° 57' 20" West course 75.25 feet to a drill hole in the said easterly line of Cortland; thence running at an interior angle of 63° 57' with said last mentioned course on an North 21° 00' 20" East course 166.95 feet, more or less, along the said easterly line of Cortland Avenue to the place of beginning, as shown on the survey map of Henry S. Wells, dated October 11, 1940, filed in the Onondaga County Clerk's Office on November 23, 1940.

Parcel IX - Tax Map # 94-4-4

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, in said City, bounded and described as follows: Beginning in the west line of Baker Street, now Clinton Street, at a point of the land formerly belonging to the estate of Betsey Sherwood, deceased, as the same was conveyed to her by deed recorded in the Clerk's Office of Onondaga County in Book of Deeds 149 at page 234, etc., which point is 145 feet south of the north line of said land belonging to the said estate, and 50 feet west of the southwest corner of land conveyed to William R. Mudford by deed recorded in said Clerk's Office in Book of Deeds No. 317 at page 2, etc., thence running northerly on a line parallel with the west line of the land so conveyed to said Mudford, 145 feet to the north line of land belonging to said estate; thence westerly along said north line 132 feet; thence southerly and parallel with the first line of the land herein conveyed 145 feet; thence easterly 132 feet to the place of beginning.

EXCEPTING AND RESERVING therefrom the following described premises:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Subdivision "C" of Farm Lot No. 336, bounded and described as follows: Beginning in the west line of South Clinton Street, formerly Baker Street, on the north line of premises formerly owned by Betsey Sherwood and conveyed to her by a deed, recorded in Onondaga County Clerk's Office in Book 149 of Deeds, page 234, etc., at the northeast corner of the premises described and conveyed by a deed from L. Earl Highbee and others to Frank Gabriel, dated April 19, 1923, and recorded in Onondaga County Clerk's Office on the 16th day of May, 1923, in Book 521 of Deeds, page 550, etc.; thence westerly along the north line of the premises of the said Betsey Sherwood, which is along the north line of the premises conveyed to said Frank Gabriel, 132 feet; thence southerly along a line parallel with the west line of South Clinton Street, which is along the west line of the premises of said Frank Gabriel, 80 feet; thence easterly along a line parallel with the first course herein, 132 feet to the west line of South Clinton Street; thence northerly along the east line of South Clinton Street 80 feet to the place of beginning.

Parcel X - Tax Map # 94-5-5.1 & 5.2

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, particularly described as follows: Beginning at a point in the West line of South Salina Street 278.58 feet south from a stone monument which is 118.34 feet south of the south line of Taylor Street; running thence South 77° 99'

30'' West, 132 feet; thence South 12° 55' East three (3) feet; thence South 77° 09' 30'' West, 160.02 feet to the east line of South Clinton Street; thence South 12° 55' East along the east line of South Clinton Street, 30.5 feet; thence North 77° 09' 30'' East 115 feet; thence North 12° 55' 00'' West 4.25 feet; thence North 77° 09' 30'' East, 177.54 feet to the West line of South Salina Street; thence North 12° 50' 30'' West along the west line of South Salina Street, 29.25 feet to the place of beginning.

Parcel XI - Tax Map # 94-5-8.3

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, bounded and described as follows: Beginning at a point in the easterly line of South Clinton Street, 241.5 feet south of the north line of Lot C, Farm Lot No. 336, said point being the southwesterly corner of lands conveyed by Bert L. Young to DeWitt C. King, and wife, by deed dated July 12, 1912; thence North 77° 09' 30'' East 114.62 feet more or less to the easterly line of lands conveyed by Bert L. Young to Daniel Gray and wife, by deed dated July 12, 1912; thence South 12° 51' East 30.5 feet to the southerly line of lands so conveyed; thence South 77° 09' 30'' West 114.57 feet more or less to the easterly line of Clinton Street; thence North 12° 55' West along the east line of South Clinton Street, 30.5 feet to the place of beginning, according to a survey of said property made by John S. Bierhardt, Licensed Engineer and Surveyor dated September 3, 1952.

Parcel XII - Tax Map # 94-5-8.1 & 8.2

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, bounded and described as follows: Beginning at a point on the east side of South Clinton Street in said City, which point is 272 feet south from the north line of said Subdivision C; thence south along the east side of said street 39 feet; thence north 77° 10' 10'' East 94.14 feet; thence North 21° 20' East 37.33 feet; thence North 12° 55' West 8 feet; thence South 77° 10' 10'' West 115 feet to the place of beginning.

ALSO ALL THAT TRACT OR PARCEL OF LAND, located in the aforesaid City, County and State and being part of Subdivision C of Farm Lot 336 at 1049 South Clinton Street, rear, approximately 39 x 30.80 feet triangular in dimension, vacant and designated at Book 6, Plate 16, Parcel 121 of the official tax map of the City of Syracuse, said parcel more particularly described as follows: Beginning at a point located North 77° 10' 10'' East 94.14 feet from a point in the east line of South Clinton Street 311 feet south 12° 55'' East from the intersection of said east line of South Clinton Street with the north line of Subdivision C; thence North 77° 10' 10'' East 20.86 feet to a point 115 feet east from the east line of South Clinton Street; thence North 12° 55' West parallel to South Clinton Street 31 feet; thence South 21° 20'' West 37.33 feet to the place of beginning.

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** and **RANALLI/TAYLOR ST., LLC** (collectively, 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, and 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 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 June 30, 2020, by and between the Agency and the Company, as the same may be amended or supplemented from time to time.

Application: means the application submitted by the Company to the Agency dated May 8, 2020, 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 each JMA and Ranalli/Taylor, its Vice President or any officer or person authorized by each Company in a duly adopted resolution of each 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 collectively, the JMA Bill of Sale and the Ranalli/Taylor Bill of Sale.

City: means the City of Syracuse.

Closing Date: means June 30, 2020.

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

Company: means collectively, JMA and Ranalli/Taylor.

Company Documents: means the Company Lease, the Agency Lease, the Project Agreement, the PILOT Agreement, 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 June 30, 2020 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 twelve months following the Company's receipt of the building permit by the City of Syracuse but in no event later than December 31, 2021.

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 June 30, 2020 by the Company to the Agency.

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

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

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

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

JMA: 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 7645 Henry Clay Blvd, Liverpool, New York 13088., and its permitted successors and assigns.

JMA Bill of Sale: means that certain Bill of Sale from JMA to the Agency dated as of June 30, 2020 in connection with the Equipment.

JMA Property: means the land and improvements, if any, located, or to be located, at 1022, 1029, 1033, 1049, 1049 (rear); and 980-82 Salina St. S., each in the City.

Land: means all of the real property and any improvements located at 120-154 Cortland Ave. & Tallman St.; 1022 Clinton St. S.; 1051 Clinton St. S., 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., in the City of Syracuse, County of Onondaga, 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 either Company to the Mortgagee and recorded in the Onondaga County Clerk's office subsequent to the filing and recording of the Memorandum of Agency Lease, securing construction and/or permanent financing for the Project Facility, executed in accordance with Section 4.5 of the Agency Lease, and securing the Note.

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

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

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

Permitted Encumbrances: means (A) utility, access and other easements and rights of way, and restrictions, encroachments and exceptions, that benefit or do not materially impair the utility or the value of the Property affected thereby for the purposes for which it is intended, (B) artisans', mechanics', materialmen's, warehousemen's, carriers', landlords', bankers', workmen's compensation, unemployment compensation and social security, and other similar Liens to the extent permitted by the Agency Lease, including the lien of the Mortgage, (C) Liens for taxes (1) to the extent permitted by the Agency Lease or (2) at the time not delinquent, (D) any Lien on the Project Facility obtained through any Agency Document or Company Document or the Mortgage, (E) Liens of judgments or awards in respect of which an appeal or proceeding for review shall be pending (or is pending within ten days after entry) and a stay of execution shall have been obtained (or is obtained within ten days after entry), or in connection with any claim or proceeding, (F) Liens on any Property hereafter acquired by the Company or any subsidiary which liens are created contemporaneously with such acquisition to secure or provide for the payment or financing of any part of the purchase price thereof, (G) Liens consisting solely of restrictions under any applicable laws or any negative covenants in any applicable agreements (but only to the extent that such restrictions and covenants do not prohibit the execution, delivery and performance by the Company of the Agency Lease and the Mortgage, and (H) existing mortgages or encumbrances on the Project Facility as of the Closing Date or thereafter incurred with the consent of the Mortgagee and the Agency.

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

PILOT Agreement: means the Payment in Lieu of Taxes Agreement dated as of June 30, 2020 among the City, the Agency and Ranalli Taylor, as amended or supplemented from time to time, covering only the PILOT Parcels.

PILOT Parcels: means the land and improvements located, or to be located, at each 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S., each in the City.

Plans and Specifications: means the 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 made by the Company to the Agency relating to the construction, reconstruction, renovation, equipping and completion of the Project Facility; and any additional plans and specifications approved by the Mortgagee.

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

Project Agreement: means the Project Agreement dated as of June 30, 2020 between the Company and the Agency setting forth rights and obligations of the parties with respect to the Financial Assistance.

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

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

Ranalli/Taylor: Ranalli/Taylor St., LLC., a limited liability company organized and existing under the laws of the State of New York having an address at 7645 Henry Clay Blvd, Liverpool, New York 13088, and its permitted successors and assigns.

Ranalli/Taylor Bill of Sale: means that certain Bill of Sale from Ranalli/Taylor to the Agency dated as of June 30, 2020 in connection with the Equipment.

Ranalli/Taylor Property: means the land and improvements located, or to be located at each 120-154 Cortland Ave. & Tallman St.; 1051 Clinton St. S.; 1080-82 Clinton St. S.; 222-24 Tallman St. & Clinton St. S.; 226 Tallman St.; 1002-22 Salina St. S. & Cortland Ave.; and 1024-40 Salina St. S. & Tallman St.,, each in the City.

Resolution or Resolutions: means the Agency's resolutions adopted on June 16, 2020 authorizing the undertaking of the Project and the execution and delivery of certain documents by the Agency in connection therewith.

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

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

State: means the State of New York.

Unassigned Rights: means:

(i) the right of the Agency in its own behalf to receive all opinions of counsel, reports, financial statements, certificates, insurance policies, binders or certificates, or other notices or communications, if any, required to be delivered to the Agency under the Agency Lease;

(ii) the right of the Agency to grant or withhold any consents or approvals required of the Agency under the Agency Lease;

(iii) the right of the Agency to enforce or otherwise exercise in its own behalf all agreements of the Company with respect to ensuring that the Project Facility shall always constitute a qualified "project" as defined in and as contemplated by the Act;

(iv) the right of the Agency to require and enforce any right of defense and any indemnity from any Person;

(v) the right of the Agency in its own behalf (or on behalf of the appropriate taxing authorities) to enforce, receive amounts payable under or otherwise exercise its rights under Sections 2.2(f), 2.2(h), 2.2(m), 2.2(q), 4.1, 4.5, 5.3, 5.4, 6.2, 6.3, 6.4, 8.2, 8.3, 8.5, 8.7, 8.9, 8.12, 10.2, 10.4, 11.9, 11.11 and 11.12 of the Agency Lease and Sections 2.6(g), 4.8 and 4.9 of the Company Lease; and

(vi) the right of the Agency in its own behalf to declare an Event of Default and enforce its remedies under Article X of the Agency Lease or with respect to any of the Agency's Unassigned Rights.

EXHIBIT "D"
LOCAL ACCESS AGREEMENT

City of Syracuse

Industrial Development Agency

Local Access Agreement

JMA Tech Properties, LLC and Ranalli/Taylor St. LLC (the Company) understands and agrees that local labor, contractors and suppliers will be used for the construction, renovation, reconstruction and equipping of the Project unless a written waiver is first received from the Agency, and agrees to provide the information requested below as a way to provide access for local participation.

Company		JMA Tech Properties, LLC Ranalli/Taylor St. LLC				General Contractor		The Pike Company			
Representative for Contract Bids and Awards		Dino Peios, VP Finance				Contact		Jeremy Freeman			
Address		PO Box 678				Address		2 Elwood Davis Rd.			
City	Liverpool	ST	NY	Zip	13088	City	Liverpool	ST	NY	Zip	13088
Phone	315-432-5087		Fax			Phone			Fax		
Email		dpeios@jmawireless.com				Email					
Project Address		Clinton St. & Tallman St.				Construction Start Date		July 1, 2020			
City	Syracuse	ST	NY	Zip	13202	Occupancy Date		April 20, 2020			

Project Components – Indicate those for which bids will be sought:

Item	Estimated Value	Bid Date	Contact
Site work/Demolition	\$6,517,291	July 1, 2020	Jeremy Freeman
Foundation and footings	\$2,001,713	July 1, 2020	Jeremy Freeman
Building			
Masonry	\$215,683	July 1, 2020	Jeremy Freeman
Metals	\$1,987,683	July 1, 2020	Jeremy Freeman
Wood/casework	\$303,359	July 1, 2020	Jeremy Freeman
Thermal/moisture proof	\$3,006,527	July 1, 2020	Jeremy Freeman
Doors, windows, glazing	\$2,261,463	July 1, 2020	Jeremy Freeman
Finishes	\$4,204,846	July 1, 2020	Jeremy Freeman
Electrical	\$3,837,304	July 1, 2020	Jeremy Freeman
HVAC	\$4,218,945	July 1, 2020	Jeremy Freeman
Plumbing	\$1,233,357	July 1, 2020	Jeremy Freeman
Specialties	\$200,015	July 1, 2020	Jeremy Freeman
Machinery & Equipment	\$276,523	July 1, 2020	Jeremy Freeman
Furniture and Fixtures	\$102,921	July 1, 2020	Jeremy Freeman
Utilities	\$475,994	July 1, 2020	Jeremy Freeman
Paving	\$241,056	July 1, 2020	Jeremy Freeman
Landscaping	\$184,541	July 1, 2020	Jeremy Freeman
Other (Identify)			

Date: June 30, 2020

Company: JMA Tech Properties, LLC and
Ranalli/Taylor St. LLC

Signature: 

Name: Dino Peios, VP Finance

EXHIBIT "E"

FORM OF ANNUAL REPORTING QUESTIONNAIRE

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:

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)	SDVOBE (Yes/No)	Number of jobs (FTE)

***Must include county**

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 zip codes for the hires (based upon hire's residence); and, if more than one (1) FTE hired during the reporting period, identify the number of FTEs hired from each zip code.

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); and, if more than one (1) FTE hired during the reporting period, identify the number of FTEs hired from each zip code.

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

EXHIBIT "F"

FORM OF SUB-AGENT AGREEMENT

THIS SUB-AGENT APPOINTMENT AGREEMENT (the "**Agreement**"), dated as of _____, 20__, is by and between [**JMA TECH PROPERTIES, LLC**] [**RANALLI/TAYLOR ST., LLC**], with a mailing address of P.O. Box 678, Liverpool, New York 13088 (the "**Company**"), and [**NAME OF SUB-AGENT**], a _____ of the State of New York, having an office for the transaction of business at _____ (the "**Sub-Agent**").

WITNESSETH:

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

WHEREAS, by resolution of its members adopted on January 21, 2020 (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 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 "**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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "**Facility**"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S., collectively, the "**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 “**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 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 June 30, 2020 (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 June 30, 2020 (the “**Project Agreement**”).

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

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

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

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

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

c. that the failure of the Sub-Agent to promptly pay such Recapture Amount to the Agency will be grounds for the Agency, the State Commissioner of Taxation and Finance or such other entity, to collect sales and use taxes from the Sub-Agent under Article 28 of the Tax Law, or other applicable law, policy or contract, together with interest and penalties. In addition to the foregoing, the Sub-Agent acknowledges and agrees that for purposes of exemption from State sales and use taxation, "sales and use taxation" shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the Tax Law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

d. that all purchases made by the Sub-Agent in connection with the Project shall be made using Form ST-123 (IDA Agent or Project Operator Exempt Purchase Certificate), a copy of which is attached hereto as **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.

e. that it shall identify the Project on each bill and invoice for such purchases and further indicate on such bills or invoices that the Sub-Agent is making purchases of tangible personal property or services for use in the Project as agent of the Agency. For purposes of indicating who the purchaser is, the Sub-Agent acknowledges and agrees that the bill of invoice should state, "I, [NAME OF SUB-AGENT], certify that I am a duly appointed agent of the City of Syracuse Industrial Development Agency and that I am purchasing the tangible personal property or services for use in the following Agency project and that such purchases qualify as exempt from sales and use taxes under my Sub-Agent Appointment Agreement." The Sub-Agent further acknowledges and agrees that the following information shall be used by the Sub-Agent to identify the Project on each bill and invoice: JMA TECH PROPERTIES, LLC PROJECT, 120-154 Cortland Ave. & Tallman St.; 1022 Clinton St. S.; 1051 Clinton St. S., 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., IDA PROJECT NUMBER: 3102202.

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

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

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

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

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

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

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

k. that the Sub-Agent must timely provide the Company with the necessary information to permit the Company, pursuant to General Municipal Law §874(8), to timely file

an Annual Statement with the New York State Department of Taxation and Finance on “Annual Report of Sales and Use Tax Exemptions” (Form ST-340) regarding the value of sales and use tax exemptions the Additional Agent claimed pursuant to the agency conferred on it by the Company with respect to this Project on an annual basis.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**[JMA TECH PROPERTIES, LLC]
[RANALLI/TAYLOR ST., LLC]**

By: _____
Name:
Title:

[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 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 1118(a)(1). However, IDAs do not normally make direct purchases for projects. Commonly, IDAs instead appoint a business enterprise or developer, contractor, or subcontractor as its agent or project operator. Such purchases made by the agent or project operator, acting within the authority granted by the IDA, are deemed to be made by the IDA and therefore exempt from tax.

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

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

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

Exempt purchases

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

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

Misuse of this certificate

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

- A penalty equal to 100% of the tax due;
- A \$50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)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

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

SCHEDULE 1

FORM OF CERTIFICATION REGARDING ONGOING OBLIGATIONS UPON TERMINATION OF LEASES

CERTIFICATION

In _____, at the request of **JMA TECH PROPERTIES, LLC** and **RANALLI/TAYLOR ST., LLC** (collectively, 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 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 "**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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "**Facility**"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S.), 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, reconstruction, renovation and 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 June 30, 2020 between the Agency and the Company (the "**Agency Lease**").

On June 30, 2020 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 is obligated to perform certain reporting requirements to the Agency post Termination.

The undersigned, _____, and authorized signatory of the Company, does hereby certify and confirm for each Company:

- (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, 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 (1) 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, and report on same as provided for herein, beginning in the first year following the Completion Date of the Project and continuing for the Term (as defined herein) hereof. 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 the Completion Date of the Project the new jobs set forth in and in accordance with the Company's Application. The reporting of, and the commitment to, each of (a), (b) and (c) below 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 **\$26,027,000**, being the total project cost as stated in the Company's Application for Financial Assistance (the "**Investment Commitment**").

(b) There were no full time equivalent ("**FTE**") employees retained by the Project Facility as of the date of the Application for Financial Assistance (the "**Baseline FTE**").

The Company’s application estimated the creation of one hundred (100) 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 6.07 below) 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 during the Term hereof (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, by zip code, 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 B** 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 and/or its policies.

Dated as of _____, 20__

JMA TECH PROPERTIES, LLC

By: _____
Name:
Title:

RANALLI/TAYLOR ST., LLC

By: _____
Name:
Title:

EXHIBIT A
(to Form of Certification)

FORM OF ANNUAL REPORTING QUESTIONNAIRE

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)	SDVOBE (Yes/No)	Number of jobs (FTE)

***Must include county**

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 zip codes for the hires (based upon hire's residence); and, if more than one (1) FTE hired during the reporting period, identify the number of FTEs hired from each zip code.

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); and, if more than one (1) FTE hired during the reporting period, identify the number of FTEs hired from each zip code.

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
500 PLUM STREET STE 300
SYRACUSE, NY 13204

Return To :
BOUSQUET HOLSTEIN
110 WEST FAYETTE ST STE 1000
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 : 2020-00021363

Book : Page :

Type of Instrument : Memorandum Of Lease

Type of Transaction : Deed Misc

Recording Fee: \$90.50

Recording Pages : 9

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

Real Estate Transfer Tax

RETT # : 10450
Deed Amount : \$0.00
RETT Amount : \$0.00
Total Fees : \$90.50

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) : 07/01/2020

At (Recorded Time) : 11:39:35 AM



Doc ID - 039821180009

Lisa Dell, County Clerk



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

**MEMORANDUM OF
AGENCY LEASE AGREEMENT**

NAME AND ADDRESS OF LESSOR: City of Syracuse Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, New York 13202

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

Ranalli/Taylor St., LLC
P.O. Box 678
Liverpool, New York 13088

DESCRIPTION OF LEASED PREMISES:

All those tracts or parcels 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:

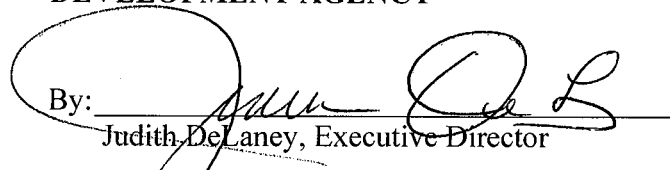
As of June 1, 2020

TERM OF AGENCY LEASE AGREEMENT:

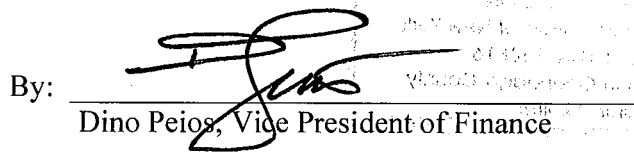
The term of the Agency Lease shall commence on the date hereof and continue in full force and effect until **June 30, 2036**, unless earlier terminated as provided in the Agency Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 30th day of June, 2020.

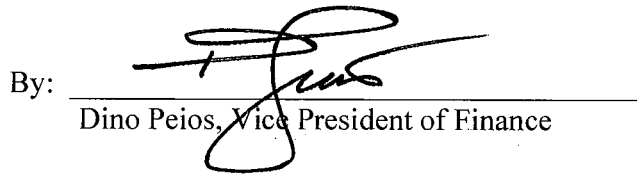
**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Judith DeLaney, Executive Director

JMA TECH PROPERTIES, LLC

By: 
Dino Peios, Vice President of Finance

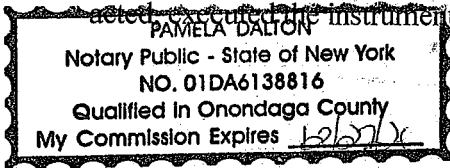
RANALLI/TAYLOR ST., LLC

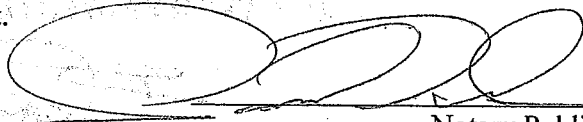
By: 
Dino Peios, Vice President of Finance

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

On this 25 day of June, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **JUDITH DELANEY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual

acted, executed the instrument.

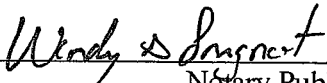




Notary Public

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

On the 30^B day of June, 2020, 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

WENDY S. LOUGNOT
Notary Public in the State of New York
Qualified in Oswego County No. 02L06090224
My Commission Expires April 7, 2023

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

SCHEDULE A

Parcel I - Tax Map # 94-5-6

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Block 140 in said City, and being part of lands described in a deed from Coyne Service and Supply Co., Inc. and Coyne Industrial Laundry Inc. to Coyne International Enterprises Corp., dated April 16, 1981 and recorded in Onondaga County Clerk's Office July 12, 1981 in Book of Deeds 2874 at page 305, and being more particularly described as follows: BEGINNING at a point on the easterly boundary of South Clinton Street at its intersection with the northerly boundary of Tallman Street; running thence North 21° 00' 20" East along the easterly boundary of South Clinton Street, a distance of 267.14 feet to an angle point therein; thence North 12° 55' 00" West continuing along said street boundary, a distance of 113.66 feet to a northwesterly corner of said lands of Coyne International Enterprises Corp.; thence North 77° 10' 10" East along a northerly boundary of said lands, a distance of 76.36 feet to an angle point therein; thence North 21° 00' 20" East continuing along said boundary, a distance of 30.03 feet to an angle point therein; thence South 68° 59' 40" East continuing along said boundary, a distance of 25.72 feet to an angle point therein; thence North 12° 50' 30" West continuing along said boundary, a distance of 89.83 feet to an angle point therein; thence North 77° 09' 30" East continuing along said boundary, a distance of 177.54 feet to its intersection with the westerly boundary of South Salina Street; thence South 12° 50' 30" East along the westerly line of South Salina Street, a distance of 16.15 feet to its intersection with the westerly line of Cortland Avenue; thence South 21° 00' 20" West along the westerly line of Cortland Avenue, a distance of 546.21 feet to its intersection with the northerly line of Tallman Street; thence North 88° 52' 10" West along said northerly line of Tallman Street, a distance of 23.93 feet to an angle point therein; thence North 88° 57' 50" West along said northerly line of Tallman Street, a distance of 116.58 feet to the point of beginning.

Parcel II - Tax Map # 94-5-7.0

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, bounded and described as follows: Beginning at a point in the east side of South Clinton Street in said City, which point is 311 feet south from the north line of Subdivision C; thence south on the east line of said Street 27 feet to the Northwest corner of land as sold by William R. Mudford and wife to George H. Goebel by deed dated December 9, 1903, and recorded in Book 358 of Deeds at page 373, etc., of Onondaga County Clerk's Office; thence extending east along said Goebel north line 75 feet, more or less, to the east line of the land formerly belonging to the estate of Betsey Sherwood; thence northerly along said former Sherwood eastern boundary 34 feet, more or less, to the southeast corner of land formerly belonging to William R. Mudford, deed of which is recorded in Book 358 of Deeds at page 214 in the Onondaga County Clerk's Office; thence west along the south line of said William R. Mudford lot to the place of beginning.

Parcel III - Tax Map # 94-4-8

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, known and distinguished as Lot No. 14 of Block No. 141, Syracuse, being 40 feet front on Tallman Street and the same in the rear.

Parcel IV - Tax Map # 94-4-7

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and known and distinguished on a map of said City made by Borden and Griffin, as being part of Lot No. 15 in Block No. 141 in said City, and bounded and described as follows, viz: BEGINNING at the southeasterly corner of said Block; thence northerly on the westerly line of Clinton Street, formerly Baker Street, 67.4 feet; thence westerly parallel with the northerly line of said Lot No. 15 to the easterly line of Lot No. 14 in said Block; thence southerly along the easterly line of said Lot No. 14 to the northerly line of Tallman Street; thence easterly on the northerly line of Tallman Street, 42 feet to the point of beginning.

Parcel V - Tax Map # 94-4-6

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and known and distinguished as part of Lot No. 15 in Block No. 141 in said City, bounded and described as follows: BEGINNING in the west line of South Clinton Street (formerly Baker Street) and the east line of said Lot No. 15 at a point distant 67.4 feet northwardly from the southeast corner of said Lot No. 15; thence westwardly and parallel with the northern line of Lot No. 15 to the west line of Lot No. 15; thence northwardly on the west line of said Lot No. 15 to the northwest corner thereof; thence eastwardly on the northern line of said Lot, 82.4 feet to South Clinton Street; thence southwardly on the west line of South Clinton Street 38 feet, it being intended to describe a strip of land 38 feet wide fronting on South Clinton Street taken off from the northern end of said Lot No. 15.

Parcel VI- Tax Map # 94-20-2 (portion)

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, known as being Lot No. 2 in Block 385 in said City, bounded and described as follows: BEGINNING at a point in the west line of South Salina Street at the northeast corner of lands owned by the Syracuse Transit Corporation (formerly the Syracuse and Oakwood Railroad Co.); thence westerly along the north line of said Transit Company's land about 112 feet to the east line of Cortland Avenue; thence northerly along said easterly line, 79 feet; thence easterly parallel with the first course herein about 73.31± feet, more or less, to the west line of South Salina Street; thence southerly along said westerly street line 79 feet to the place of beginning.

Parcel VII - Tax Map # 94-20-2 (portion)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State New York, known and distinguished as part of Block No. 385 of said City bounded as follows, viz: BEGINNING in the west line of Salina Street at a point $3 \frac{78}{100}$ chains south from a stone monument standing in the west line of said street; thence southerly along the westerly line of said street about $174 \frac{84}{100}$ feet to the northerly line of Tallman Street; thence westerly along the northerly line of Tallman Street $193 \frac{25}{100}$ feet to the easterly line of Cortland Avenue; thence northerly along the easterly line of Cortland Avenue $177 \frac{86}{100}$ feet; thence easterly in a direct line about $112 \frac{86}{100}$ feet to the point or place of beginning.

Parcel VIII - Tax Map # 94-20-1

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Block 385, Syracuse, more particularly bounded and described as follows: BEGINNING at an iron pipe located at the intersection of the westerly line of South Salina Street with the easterly line of Cortland Avenue, Syracuse, New York and running on an South 5° 47' 20" East course 150 feet along the said westerly line of South Salina Street to an iron pipe located on the said westerly line of South Salina Street; thence running at an interior angle of 89° 15' 20" with said last mentioned course on an South 84° 57' 20" West course 75.25 feet to a drill hole in the said easterly line of Cortland; thence running at an interior angle of 63° 57' with said last mentioned course on an North 21° 00' 20" East course 166.95 feet, more or less, along the said easterly line of Cortland Avenue to the place of beginning, as shown on the survey map of Henry S. Wells, dated October 11, 1940, filed in the Onondaga County Clerk's Office on November 23, 1940.

Parcel IX - Tax Map # 94-4-4

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, in said City, bounded and described as follows: Beginning in the west line of Baker Street, now Clinton Street, at a point of the land formerly belonging to the estate of Betsey Sherwood, deceased, as the same was conveyed to her by deed recorded in the Clerk's Office of Onondaga County in Book of Deeds 149 at page 234, etc., which point is 145 feet south of the north line of said land belonging to the said estate, and 50 feet west of the southwest corner of land conveyed to William R. Mudford by deed recorded in said Clerk's Office in Book of Deeds No. 317 at page 2, etc., thence running northerly on a line parallel with the west line of the land so conveyed to said Mudford, 145 feet to the north line of land belonging to said estate; thence westerly along said north line 132 feet; thence southerly and parallel with the first line of the land herein conveyed 145 feet; thence easterly 132 feet to the place of beginning.

EXCEPTING AND RESERVING therefrom the following described premises:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Subdivision "C" of Farm Lot No. 336, bounded and described as follows: Beginning in the west line of South Clinton Street, formerly Baker Street, on the north line of premises formerly owned by Betsey Sherwood and conveyed to her by a deed, recorded in Onondaga County Clerk's Office in Book 149 of Deeds, page 234, etc., at the northeast corner of the premises described and conveyed by a deed from L. Earl Highbee and others to Frank Gabriel, dated April 19, 1923, and recorded in Onondaga County Clerk's Office on the 16th day of May, 1923, in Book 521 of Deeds, page 550, etc.; thence westerly along the north line of the premises of the said Betsey Sherwood, which is along the north line of the premises conveyed to said Frank Gabriel, 132 feet; thence southerly along a line parallel with the west line of South Clinton Street, which is along the west line of the premises of said Frank Gabriel, 80 feet; thence easterly along a line parallel with the first course herein, 132 feet to the west line of South Clinton Street; thence northerly along the east line of South Clinton Street 80 feet to the place of beginning.

Parcel X - Tax Map # 94-5-5.1 & 5.2

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, particularly described as follows: Beginning at a point in the West line of South Salina Street 278.58 feet south from a stone monument which is 118.34 feet south of the south line of Taylor Street; running thence South 77° 99' 30" West, 132 feet; thence South 12° 55' East three (3) feet; thence South 77° 09' 30" West, 160.02 feet to the east line of

South Clinton Street; thence South $12^{\circ} 55'$ East along the east line of South Clinton Street, 30.5 feet; thence North $77^{\circ} 09' 30''$ East 115 feet; thence North $12^{\circ} 55' 00''$ West 4.25 feet; thence North $77^{\circ} 09' 30''$ East, 177.54 feet to the West line of South Salina Street; thence North $12^{\circ} 50' 30''$ West along the west line of South Salina Street, 29.25 feet to the place of beginning.

Parcel XI - Tax Map # 94-5-8.3

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, bounded and described as follows: Beginning at a point in the easterly line of South Clinton Street, 241.5 feet south of the north line of Lot C, Farm Lot No. 336, said point being the southwesterly corner of lands conveyed by Bert L. Young to DeWitt C. King, and wife, by deed dated July 12, 1912; thence North $77^{\circ} 09' 30''$ East 114.62 feet more or less to the easterly line of lands conveyed by Bert L. Young to Daniel Gray and wife, by deed dated July 12, 1912; thence South $12^{\circ} 51'$ East 30.5 feet to the southerly line of lands so conveyed; thence South $77^{\circ} 09' 30''$ West 114.57 feet more or less to the easterly line of Clinton Street; thence North $12^{\circ} 55'$ West along the east line of South Clinton Street, 30.5 feet to the place of beginning, according to a survey of said property made by John S. Bierhardt, Licensed Engineer and Surveyor dated September 3, 1952.

Parcel XII - Tax Map # 94-5-8.1 & 8.2

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, bounded and described as follows: Beginning at a point on the east side of South Clinton Street in said City, which point is 272 feet south from the north line of said Subdivision C; thence south along the east side of said street 39 feet; thence north $77^{\circ} 10' 10''$ East 94.14 feet; thence North $21^{\circ} 20'$ East 37.33 feet; thence North $12^{\circ} 55'$ West 8 feet; thence South $77^{\circ} 10' 10''$ West 115 feet to the place of beginning.

ALSO ALL THAT TRACT OR PARCEL OF LAND, located in the aforesaid City, County and State and being part of Subdivision C of Farm Lot 336 at 1049 South Clinton Street, rear, approximately 39 x 30.80 feet triangular in dimension, vacant and designated at Book 6, Plate 16, Parcel 121 of the official tax map of the City of Syracuse, said parcel more particularly described as follows: Beginning at a point located North $77^{\circ} 10' 10''$ East 94.14 feet from a point in the east line of South Clinton Street 311 feet south $12^{\circ} 55''$ East from the intersection of said east line of South Clinton Street with the north line of Subdivision C; thence North $77^{\circ} 10' 10''$ East 20.86 feet to a point 115 feet east from the east line of South Clinton Street; thence North $12^{\circ} 55'$ West parallel to South Clinton Street 31 feet; thence South $21^{\circ} 20''$ West 37.33 feet to the place of beginning.



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

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A – Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Multi-member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> mark an X if more than one grantor)	Social Security number (SSN)
	City of Syracuse Industrial Development Agency	
	Mailing address	SSN
	201 East Washington Street, 6th Floor	
	City State ZIP code	Employer Identification Number (EIN)
Syracuse NY 13041	52-1380308	
	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Multi-member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input checked="" type="checkbox"/> mark an X if more than one grantee)	SSN
	JMA Tech Properties, LLC and Ranalli/Taylor St., LLC	
	Mailing address	SSN
	P.O. Box 678	
	City State ZIP code	EIN
Liverpool NY 13088	84-3332852 81-2422866	
	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 Schedule B	311500	See Schedule B	Syracuse	Onondaga

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

1 <input type="checkbox"/> One- to three-family house	6 <input type="checkbox"/> Apartment building	Date of conveyance	Percentage of real property conveyed which is residential real property _____% (see instructions)
2 <input type="checkbox"/> Residential cooperative	7 <input type="checkbox"/> Office building		
3 <input type="checkbox"/> Residential condominium	8 <input type="checkbox"/> Four-family dwelling	06 30 2020	
4 <input type="checkbox"/> Vacant land	9 <input type="checkbox"/> Other _____	month day year	
5 <input checked="" type="checkbox"/> Commercial/industrial			

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

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

For recording officer's use	Amount received	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) <input checked="" type="checkbox"/> 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

Judith DeLaney
C938C8B871BA42A... Grantor signature
Judith DeLaney

Executive Director
Title

JMA Tech Properties, LLC

Dino Peios
F282524715CF4D9... Grantee signature
Dino Peios

VP Finance
Title

Raham/Taylor St., LLC

Dino Peios
F282524715CF4D9... Grantee signature
Dino Peios

VP Finance
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 _____ to _____ (see instructions).
Date Date
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of 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.

SCHEDULE "B" to TP-584

ADDRESS	TAX ID #
1022 Clinton St S	094.-04-04.0
1080-82 Clinton St S	094.-04-06.0
222-24 Tallman St & Clinton St S	094.-04-07.0
226 Tallman St	094.-04-08.0
1002-22 Salina St S & Cortland Ave	094.-20-01.0
1024-40 Salina St S & Tallman St	094.-20-02.0
980-82 Salina St S	094.-05-05.1
1029 Clinton St S	094.-05-05.2
120-154 Cortland Ave & Tallman St	094.-05-06.0
1051 Clinton St S	094.-05-07.0
1049 Clinton St S	094.-05-08.1
1049 Clinton St S Rear	094.-05-08.2
1033 Clinton St S	094.-05-08.3

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 June 30, 2020.

The undersigned, Dino Peios, Vice President of Finance and authorized signatory of both JMA Tech Properties, LLC and Ranalli/Taylor St., LLC (collectively the “*Company*”), does hereby certify and confirm for each Company, individually:

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


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

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


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

Dated: June 30, 2020

JMA TECH PROPERTIES, LLC

By:  F282524715CF4D9...
Dino Peios, Vice President of Finance

RANALLI/TAYLOR ST., LLC

By:  F282524715CF4D9...
Dino Peios, Vice President of Finance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2020

6/25/2020

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: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Insurance Co of Hartford	20478	INSURER B: Federal Insurance Company	20281	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED 1435030 JMA Tech Properties LLC Ranalli/Taylor St., LLC PO Box 678, 7645 Henry Clay Blvd, Liverpool NY 13088															

COVERAGES JOHME32 **CERTIFICATE NUMBER:** 16816759 **REVISION NUMBER:** XXXXXXXX

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	6075879785	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	6075879804	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

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.

RE: 1022 Clinton Street South, Syracuse; 1051 Clinton Street South, Syracuse; 1080-82 Clinton St S, Syracuse; 222-24 Tallman St & Clinton St S, Syracuse; 226 Tallman St, Syracuse; 1002-22 Salina St S & Cortland Ave, Syracuse; 1024-40 Salina St S & Tallman St, Syracuse; 980-82 Salina St S, Syracuse; 1029 Clinton St S, Syracuse; 1033 Clinton St S, Syracuse; 120-154 Cortland Ave & Tallman St, Syracuse; 1049 & 1049 (rear) Clinton St. S, Syracuse.

CERTIFICATE HOLDER**CANCELLATION** See Attachments**16816759**

City of Syracuse Industrial Development Agency
 Attn: Chairman
 201 East Washington Street, 6th Floor
 Syracuse NY 13202

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

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City of Syracuse Industrial Development Agency is an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement(s) or policy language. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language. Notice of Cancellation applies per attached endorsement(s).



City of Syracuse Industrial Development Agency
Attn: Chairman

201 East Washington Street, 6th Floor

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 **16816759**.

- 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

Lockton Insurance Brokers, LLC
License #0F15767
777 S Figueroa Street, 52nd Fl / Los Angeles, CA 90017-5524
213-689-0065 / FAX: 213-689-0550
lockton.com

CNA

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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

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Endorsement - New York**

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

K0020008560758797854008



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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;
 - 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.

CNA

CNA PARAMOUNT
Technology General Liability Extension
Endorsement - New York

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**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.

CNA**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:

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CNA PARAMOUNT
Technology General Liability Extension
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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

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CNA PARAMOUNT
Technology General Liability Extension
Endorsement - New York

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES, Coverage A — Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and this limit:

- A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and
- B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the **Named Insured's** ongoing operations; or
- 2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this **Coverage Part**; and
- 2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

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.

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):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	
City of Syracuse Industrial Development Agency	Per Schedule on File
Address: 201 East Washington Street, 6th Floor Syracuse NY 13202	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.



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

6/25/2020

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

PRODUCER NAME, CONTACT PERSON AND ADDRESS Lockton Insurance Brokers, LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017		PHONE (A/C. No. Ext): 213-689-0065	COMPANY NAME AND ADDRESS Great Northern Insurance Company		NAIC NO: 20303
FAX (A/C. No.): 		E-MAIL ADDRESS: 		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE: AGENCY CUSTOMER ID #:		SUB CODE:		POLICY TYPE Property	
NAMED INSURED AND ADDRESS 1127004		JMA Tech Properties LLC Ranalli/Taylor St., LLC PO Box 678, 7645 Henry Clay Blvd, Liverpool NY 13088		LOAN NUMBER	POLICY NUMBER 36012689
ADDITIONAL NAMED INSURED(S)		EFFECTIVE DATE 12/31/2019	EXPIRATION DATE 12/31/2020	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
		THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION 003 1022 Clinton Street South, Syracuse
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 EVIDENCE OF PROPERTY INSURANCE 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.

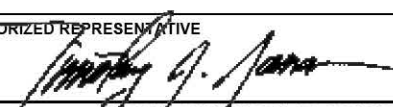
COVERAGE INFORMATION		PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/>	SPECIAL	
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 108,079,128						DED: 25,000	
<input checked="" type="checkbox"/> BUSINESS INCOME	<input type="checkbox"/> RENTAL VALUE	YES	NO	N/A			
BLANKET COVERAGE		X			If YES, LIMIT: 97,250,000 <input type="checkbox"/> Actual Loss Sustained; # of months:		
TERRORISM COVERAGE		X			If YES, indicate value(s) reported on property identified above: \$		
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			X		Attach Disclosure Notice / DEC		
IS DOMESTIC TERRORISM EXCLUDED?			X				
LIMITED FUNGUS COVERAGE		X			If YES, LIMIT: 50,000		DED: 25,000
FUNGUS EXCLUSION (If "YES", specify organization's form used)			X				
REPLACEMENT COST		X					
AGREED VALUE			X				
COINSURANCE			X		If YES, %		
EQUIPMENT BREAKDOWN (If Applicable)		X			If YES, LIMIT: Policy Limit		DED: 25,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		X			If YES, LIMIT: Policy Limit		DED: 25,000
- Demolition Costs		X			If YES, LIMIT: Policy Limit		DED: 25,000
- Incr. Cost of Construction		X			If YES, LIMIT: Policy Limit		DED: 25,000
EARTH MOVEMENT (If Applicable)			X		If YES, LIMIT:		DED:
FLOOD (If Applicable)			X		If YES, LIMIT:		DED:
WIND / HAIL INCL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Subject to Different Provisions:		X			If YES, LIMIT:		DED:
NAMED STORM INCL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Subject to Different Provisions:			X		If YES, LIMIT:		DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS		X					

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.

ADDITIONAL INTEREST

[D544110] [D578252]

<input type="checkbox"/> CONTRACT OF SALE <input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LENDER'S LOSS PAYABLE <input checked="" type="checkbox"/> LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
NAME AND ADDRESS 691343 City of Syracuse Industrial Development Agency Attn: Chairman 201 East Washington Street, 6th Floor Syracuse NY 13202		AUTHORIZED REPRESENTATIVE 

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EVIDENCE OF COMMERCIAL PROPERTY INSURANCE-Including Special Conditions (Use only 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.

**EVIDENCE OF PROPERTY INSURANCE
PROPERTY SCHEDULE**

DATE (MM/DD/YYYY)
6/25/2020

PROPERTY INFORMATION

LOCATION / DESCRIPTION 004

1051 Clinton Street South,
Syracuse

PROPERTY INFORMATION

LOCATION / DESCRIPTION 006

1080-82 Clinton St S
Syracuse

PROPERTY INFORMATION

LOCATION / DESCRIPTION 007

222-24 Tallman St & Clinton St S
Syracuse

PROPERTY INFORMATION

LOCATION / DESCRIPTION 008

226 Tallman St
Syracuse

PROPERTY INFORMATION

LOCATION / DESCRIPTION 009

1002-22 Salina St S & Cortland Ave
Syracuse

PROPERTY INFORMATION

LOCATION / DESCRIPTION 010

1024-40 Salina St S & Tallman St
Syracuse

PROPERTY INFORMATION

LOCATION / DESCRIPTION 011

980-82 Salina St S
Syracuse

ATTACH TO EVIDENCE OF PROPERTY APPLICATION

**EVIDENCE OF PROPERTY INSURANCE
PROPERTY SCHEDULE**

DATE (MM/DD/YYYY)
6/25/2020

PROPERTY INFORMATION

LOCATION / DESCRIPTION 012

1029 Clinton St S
Syracuse

PROPERTY INFORMATION

LOCATION / DESCRIPTION 013

1033 Clinton St S
Syracuse

PROPERTY INFORMATION

LOCATION / DESCRIPTION 015

1049 & 1049 (rear) Clinton St. S.
Syracuse

PROPERTY INFORMATION

LOCATION / DESCRIPTION 014

120-154 Cortland Ave & Tallman St.
Syracuse

PROPERTY INFORMATION

LOCATION / DESCRIPTION

PROPERTY INFORMATION

LOCATION / DESCRIPTION

PROPERTY INFORMATION

LOCATION / DESCRIPTION

ATTACH TO EVIDENCE OF PROPERTY APPLICATION

Property Insurance

Conditions

Lenders/Loss Payee

If any Loss Payee shown in the Schedule of Mortgagees and Loss Payees is a creditor whose interest in **personal property or electronic data processing property** is established by a written instrument and both you and such Loss Payee have an insurable interest in lost or damaged personal property, we will:

- adjust losses with you;
- And pay any claim for loss or damage jointly to you and to each Loss Payee, in their order of precedence, as interests may appear.

Each Loss Payee has the right to receive loss payment, even though:

- we denied your claim because you failed to comply with the terms of this insurance; or
- such Loss Payee starts foreclosure or similar actions on the **personal property or electronic data processing property**,

if such Loss Payee:

- pays any premium due under Personal Property coverage at our request if you have failed to do so;
- submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- has notified us of any change in ownership, occupancy or substantial change in risk known to such Loss Payee

Each Loss Payee's right to receive loss payment is limited to the lesser of the following:

- the actual cash value as described under Loss Payment Basis of the lost or damaged **personal property or electronic data processing property**;
- their financial interest in the **personal property or electronic data processing property** as shown in the written evidence; or
- the applicable Limit Of Insurance for Personal Property shown in the Declarations.

Conditions

Lenders/Loss Payee (continued)

If we pay any Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this insurance, such Loss Payee's rights:

- will be transferred to us to the extent of the amount we pay; and
- to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to any Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

To satisfy the requirements of any Loss Payee shown in the Schedule of Mortgages and Loss Payees, copies of policies or certified copies of policies may be sent to these Loss Payees. In no event are copies of policies sent to Loss Payees to be considered as increasing the Limits Of Insurance shown in the Declarations or changing the terms of this insurance, nor are they to be considered duplicate or contributing insurance.

CHUBB°

Policy Conditions

Endorsement

<i>Policy Period</i>	12/31/2019 - 12/31/2020
<i>Effective Date</i>	12/31/2019
<i>Policy Number</i>	36012689
<i>Insured</i>	JMA Tech Properties LLC
<i>Insurer</i>	Great Northern Insurance Company
<i>Date Issued</i>	JUNE 4, 2020

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Under Conditions, the following condition is added.

Conditions

***Notice Of Cancellation
To Scheduled Persons
Or Organizations When
We Cancel***

When we cancel this policy we will notify person(s) or organizations(s) shown in the Schedule at least 30 days (10 days in the event of nonpayment of premium) in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
- invalidate such cancellation.

Schedule

Person(s) or Organization(s): City of Syracuse Industrial Development Agency

Address: 201 East Washington Street, 6th Floor Syracuse NY 13202

All other terms and conditions remain unchanged.

ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT

THIS ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT (the "**Agreement**") is made as of the 30th day of June, 2020, between **JMA TECH PROPERTIES, LLC** and **RANALLI/TAYLOR ST., LLC** (collectively, 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 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, as more fully described on Schedule A annexed hereto (collectively, the "**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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "**Facility**"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S., collectively, the "**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 "**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 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, JMA is the fee owner of 1022 Clinton St. S.; 1029, 1033, 1049, 1049 (rear); and 980-82 Salina St. S., and any improvements thereon existing or to be constructed thereon as part of the Project Facility (the "**JMA Property**"); and

WHEREAS, Ranalli/Taylor is the fee owner of 120-154 Cortland Ave. & Tallman St.; 1051 Clinton St. S.; 1080-82 Clinton St. S; 222-24 Tallman St. & Clinton St. S.; 226 Tallman St.; 1002-22 Salina St. S. & Cortland Ave.; and 1024-40 Salina St. S. & Tallman St., and any improvements thereon existing or to be constructed thereon as part of the Project Facility (collectively, the "**Ranalli/Taylor Property**"); 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, uncontrolled loss, seepage or filtration of oil, petroleum or chemical liquids or solids, liquid or gaseous products or any hazardous wastes or hazardous substances (collectively, "**Hazardous Substances**"), as those terms are used in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 or in any other federal, state or local law governing hazardous substances, as such laws may be amended from time to time (collectively, the "**Hazardous Waste Laws**"), at, upon, under or within the Project Facility or any contiguous real estate, and (ii) it has not caused or permitted to occur, and shall not permit to exist, any condition which may cause a discharge of any Hazardous Substances at, upon, under or within the Project Facility or on any contiguous real estate.

(b) Except as disclosed in the reports listed on Schedule B annexed hereto, Indemnitor further represents and warrants that (i) it has not been nor will be involved in operations at or near the Project Facility which operations could lead to (A) the imposition of liability on Indemnitor or on any subsequent or former owner of the Project Facility or (B) the creation of a lien on the Project Facility under the Hazardous Waste Laws or under any similar laws or regulations; and (ii) it has not permitted, and will not permit, any tenant or occupant of the Project Facility to engage in any activity that could impose liability under the Hazardous Waste Laws on such tenant or occupant, on Agency, the Indemnitor or on any other owner of any of the Project Facility.

3. **Covenants.**

(a) Indemnitor shall comply strictly and in all respects with the requirements of the Hazardous Waste Laws and related regulations and with all similar laws and regulations

and shall notify Agency immediately in the event of any discharge or discovery of any Hazardous Substance at, upon, under or within the Project Facility which is not otherwise already disclosed in Schedule B. Indemnitor shall promptly forward to Agency copies of all orders, notices, permits, applications or other communications and reports in connection with any discharge or the presence of any Hazardous Substance or any other matters relating to the Hazardous Waste Laws or any similar laws or regulations, as they may affect the Project Facility.

(b) Promptly upon the written request of Agency, Indemnitor shall provide Agency, at Indemnitor's expense, with an environmental site assessment or environmental audit report prepared by an environmental engineering firm acceptable to the requesting Person, to assess with a reasonable degree of certainty the presence or absence of any Hazardous Substances and the potential costs in connection with abatement, cleanup or removal of any Hazardous Substances found on, under, at or within the Project Facility.

4. **Indemnity.**

(a) Indemnitor shall at all times indemnify and hold harmless Agency against and from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges, and expenses, of any nature whatsoever suffered or incurred by Agency, whether as contract vendor, owner, mortgagee, as mortgagee in possession, or as successor-in-interest to Indemnitor by foreclosure deed or deed in lieu of foreclosure, under or on account of the Hazardous Waste Laws or any similar laws or regulations, including the assertion of any lien thereunder, with respect to:

(1) any discharge of Hazardous Substances, the threat of a discharge of any Hazardous Substances, or the presence of any Hazardous Substances affecting the Project Facility whether or not the same originates or emanates from the Project Facility or any contiguous real estate including any loss of value of the Project Facility as a result of any of the foregoing;

(2) any costs of removal or remedial action incurred by the United States Government or any costs incurred by any other person or damages from injury to, destruction of, or loss of natural resources, including reasonable costs of assessing such injury, destruction or loss incurred pursuant to any Hazardous Waste Laws;

(3) liability for personal injury or property damage arising under any statutory or common law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance or for the carrying on of an abnormally dangerous activity at or near the Project Facility; and/or

(4) any other environmental matter affecting the Project Facility within the jurisdiction of the Environmental Protection Agency, any other federal agency, or any state or local agency.

The obligations of Indemnitor under this Agreement shall arise whether or not the Environmental Protection Agency, any other federal agency or any state or local agency has taken or threatened any action in connection with the presence of any Hazardous Substances.

(b) In the event of any discharge of Hazardous Substances, the threat of a discharge of any Hazardous Substances, or the presence of any Hazardous Substances affecting the Project Facility, whether or not the same originates or emanates from the Project Facility or any contiguous real estate, and/or if Indemnitor shall fail to comply with any of the requirements of the Hazardous Waste Laws or related regulations or any other environmental law or regulation, Agency may at its election, but without the obligation so to do, give such notices and/or cause such work to be performed at the Project Facility and/or take any and all other actions as Agency shall deem necessary or advisable in order to abate the discharge of any Hazardous Substance, remove the Hazardous Substance or cure the noncompliance of Indemnitor.

(c) Indemnitor acknowledges that Agency has relied upon the representations, warranties, covenants and indemnities of Indemnitor in this Agreement. All of the representations, warranties, covenants and indemnities of this Agreement shall survive the repayment of Indemnitor's obligations under the Agency Lease or other Company Documents.

5. **Attorney's Fees.** If Agency retains the services of any attorney in connection with the subject of the indemnity herein, Indemnitor shall pay Agency's costs and reasonable attorneys' fees thereby incurred. Agency may employ an attorney of its own choice.

6. **Interest.** In the event that Agency incurs any obligations, costs or expenses under this Agreement, Indemnitor shall pay such Person immediately on demand, and if such payment is not received within ten (10) days, interest on such amount shall, after the expiration of the ten-day period, accrue at the interest rate set forth in the Agency Lease until such amount, plus interest, is paid in full.

7. **No Waiver.** Notwithstanding any terms of the Company Documents to the contrary, the liability of Indemnitor under this Agreement shall in no way be limited or impaired by: (i) any extensions of time for performance required by any of the Company Documents; (ii) any sale, assignment or foreclosure of the Agency Lease or any sale or transfer of all or part of the Project Facility; (iii) the accuracy or inaccuracy of the representations and warranties made by Indemnitor under any of the Company Documents; or (iv) the release of Indemnitor or any other person from performance or observance of any of the agreements, covenants, terms or conditions contained in the Company Documents by operation of law, Agency's voluntary act, or otherwise; and, in any such case, whether with or without notice to Indemnitor and with or without consideration.

8. **Waiver by Indemnitor.** Indemnitor waives any right or claim of right to cause a marshalling of Indemnitor's assets or to cause Agency to proceed against any of the security for the Agency Lease before proceeding under this Agreement against Indemnitor or to proceed against Indemnitor in any particular order; Indemnitor agrees that any payments required to be made hereunder shall become due on demand; Indemnitor expressly waives and relinquishes all rights and remedies (including any rights of subrogation) accorded by applicable law to indemnitors or guarantors.

9. **Releases.** Any one or more of Indemnitor and any other party liable upon or in respect of this Agreement or the Agency Lease may be released without affecting the liability of any party not so released.

10. **Amendments.** No provision of this Agreement may be changed, waived, discharged or terminated orally, by telephone or by any other means except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

11. **Joint and Several Liability.** In the event that this Agreement is executed by more than one party as Indemnitor, the liability of such parties is joint and several. A separate action or actions may be brought and prosecuted against each Indemnitor, whether or not an action is brought against any other person or whether or not any other person is joined in such action or actions. The Indemnitors by executing this agreement acknowledge such joint and several liability regardless of which entity is in fee ownership of the Land and/or improvements.

12. **Consent to Jurisdiction.** Indemnitor consents to the exercise of personal jurisdiction over Indemnitor by any federal or state court in the State of New York and consent to the laying of venue in any jurisdiction or locality in the City of Syracuse. Service shall be effected by any means permitted by the court in which any action is filed.

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

(a) To the Agency: City of Syracuse Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, New York 13202
Attn: Chairman

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

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, VP Finance

Ranalli/Taylor St., LLC
P.O. Box 678
Liverpool, New York 13088
Attn: Dino Peios, VP Finance

With a copy to: Costello, Cooney & Fearon, PLLC
500 Plum Street, Suite 300
Syracuse, New York 13204
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.

14. **Waivers.** The parties waive trial by jury in any action brought on, under or by virtue of this Agreement. Indemnitor waives any right to require Agency at any time to pursue any remedy in such Person's power whatsoever. The failure of Agency to insist upon strict compliance with any of the terms hereof shall not be considered to be a waiver of any such terms, nor shall it prevent Agency from insisting upon strict compliance with this Agreement or any other Company Document at any time thereafter.

15. **Severability.** If any clause or provisions herein contained operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision shall be held for naught as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

16. **Inconsistencies Among the Company Documents.** Nothing contained herein is intended to modify in any way the obligations of Indemnitor under the Agency Lease or any other Company Document. Any inconsistencies among the Company Documents shall be construed, interpreted and resolved so as to benefit Agency.

17. **Successors and Assigns.** This Agreement shall be binding upon Indemnitor's successors, assigns, heirs, personal representatives and estate and shall inure to the benefit of Agency and its successors and assigns.

18. **Controlling Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[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: 
F282524715CE4D9.....
Dino Peios, Vice President of Finance

RANALLI/TAYLOR ST., LLC

By: 
F282524715CE4D9.....
Dino Peios, Vice President of Finance

SCHEDULE "A"

LEGAL DESCRIPTION OF THE LAND

Parcel I - Tax Map # 94-5-6

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Block 140 in said City, and being part of lands described in a deed from Coyne Service and Supply Co., Inc. and Coyne Industrial Laundry Inc. to Coyne International Enterprises Corp., dated April 16, 1981 and recorded in Onondaga County Clerk's Office July 12, 1981 in Book of Deeds 2874 at page 305, and being more particularly described as follows: BEGINNING at a point on the easterly boundary of South Clinton Street at its intersection with the northerly boundary of Tallman Street; running thence North 21° 00' 20" East along the easterly boundary of South Clinton Street, a distance of 267.14 feet to an angle point therein; thence North 12° 55' 00" West continuing along said street boundary, a distance of 113.66 feet to a northwesterly corner of said lands of Coyne International Enterprises Corp.; thence North 77° 10' 10" East along a northerly boundary of said lands, a distance of 76.36 feet to an angle point therein; thence North 21° 00' 20" East continuing along said boundary, a distance of 30.03 feet to an angle point therein; thence South 68° 59' 40" East continuing along said boundary, a distance of 25.72 feet to an angle point therein; thence North 12° 50' 30" West continuing along said boundary, a distance of 89.83 feet to an angle point therein; thence North 77° 09' 30" East continuing along said boundary, a distance of 177.54 feet to its intersection with the westerly boundary of South Salina Street; thence South 12° 50' 30" East along the westerly line of South Salina Street, a distance of 16.15 feet to its intersection with the westerly line of Cortland Avenue; thence South 21° 00' 20" West along the westerly line of Cortland Avenue, a distance of 546.21 feet to its intersection with the northerly line of Tallman Street; thence North 88° 52' 10" West along said northerly line of Tallman Street, a distance of 23.93 feet to an angle point therein; thence North 88° 57' 50" West along said northerly line of Tallman Street, a distance of 116.58 feet to the point of beginning.

Parcel II - Tax Map # 94-5-7.0

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, bounded and described as follows: Beginning at a point in the east side of South Clinton Street in said City, which point is 311 feet south from the north line of Subdivision C; thence south on the east line of said Street 27 feet to the Northwest corner of land as sold by William R. Mudford and wife to George H. Goebel by deed dated December 9, 1903, and recorded in Book 358 of Deeds at page 373, etc., of Onondaga County Clerk's Office; thence extending east along said Goebel north line 75 feet, more or less, to the east line of the land formerly belonging to the estate of Betsey Sherwood; thence northerly along said former Sherwood eastern boundary 34 feet, more or less, to the southeast corner of land formerly belonging to William R. Mudford, deed of which is recorded in Book 358 of Deeds at page 214 in the Onondaga County Clerk's Office; thence west along the south line of said William R. Mudford lot to the place of beginning.

Parcel III - Tax Map # 94-4-8

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, known and distinguished as Lot No. 14 of Block No. 141, Syracuse, being 40 feet front on Tallman Street and the same in the rear.

Parcel IV - Tax Map # 94-4-7

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and known and distinguished on a map of said City made by Borden and Griffin, as being part of Lot No. 15 in Block No. 141 in said City, and bounded and described as follows, viz: BEGINNING at the southeasterly corner of said Block; thence northerly on the westerly line of Clinton Street, formerly Baker Street, 67.4 feet; thence westerly parallel with the northerly line of said Lot No. 15 to the easterly line of Lot No. 14 in said Block; thence southerly along the easterly line of said Lot No. 14 to the northerly line of Tallman Street; thence easterly on the northerly line of Tallman Street, 42 feet to the point of beginning.

Parcel V - Tax Map # 94-4-6

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, and known and distinguished as part of Lot No. 15 in Block No. 141 in said City, bounded and described as follows: BEGINNING in the west line of South Clinton Street (formerly Baker Street) and the east line of said Lot No. 15 at a point distant 67.4 feet northwardly from the southeast corner of said Lot No. 15; thence westwardly and parallel with the northern line of Lot No. 15 to the west line of Lot No. 15; thence northwardly on the west line of said Lot No. 15 to the northwest corner thereof; thence eastwardly on the northern line of said Lot, 82.4 feet to South Clinton Street; thence southwardly on the west line of South Clinton Street 38 feet, it being intended to describe a strip of land 38 feet wide fronting on South Clinton Street taken off from the northern end of said Lot No. 15.

Parcel VI- Tax Map # 94-20-2 (portion)

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, known as being Lot No. 2 in Block 385 in said City, bounded and described as follows: BEGINNING at a point in the west line of South Salina Street at the northeast corner of lands owned by the Syracuse Transit Corporation (formerly the Syracuse and Oakwood Railroad Co.); thence westerly along the north line of said Transit Company's land about 112 feet to the east line of Cortland Avenue; thence northerly along said easterly line, 79 feet; thence easterly parallel with the first course herein about 73.31± feet, more or less, to the west line of South Salina Street; thence southerly along said westerly street line 79 feet to the place of beginning.

Parcel VII - Tax Map # 94-20-2 (portion)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State New York, known and distinguished as part of Block No. 385 of said City bounded as follows, viz: BEGINNING in the west line of Salina Street at a point 3 78/100 chains south from a stone monument standing in the west line of said street; thence southerly along the westerly line of said street about 174 84/100 feet to the northerly line of Tallman Street; thence westerly along the northerly line of Tallman Street 193 25/100 feet to the easterly line of Cortland Avenue; thence northerly along the easterly line of Cortland Avenue 177 86/100 feet; thence easterly in a direct line about 112 86/100 feet to the point or place of beginning.

Parcel VIII - Tax Map # 94-20-1

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Block 385, Syracuse, more particularly bounded and described as follows: BEGINNING at an iron pipe located at the intersection of the westerly line of South Salina Street with the easterly line of Cortland Avenue, Syracuse, New York and running on an South 5° 47' 20" East course 150 feet along the said westerly line of South Salina Street to an iron pipe located on the said westerly line of South Salina Street; thence running at an interior angle of 89° 15' 20" with said last mentioned course on an South 84° 57' 20" West course 75.25 feet to a drill hole in the said easterly line of Cortland; thence running at an interior angle of 63° 57' with said last mentioned course on an North 21° 00' 20" East course 166.95 feet, more or less, along the said easterly line of Cortland Avenue to the place of beginning, as shown on the survey map of Henry S. Wells, dated October 11, 1940, filed in the Onondaga County Clerk's Office on November 23, 1940.

Parcel IX - Tax Map # 94-4-4

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, in said City, bounded and described as follows: Beginning in the west line of Baker Street, now Clinton Street, at a point of the land formerly belonging to the estate of Betsey Sherwood, deceased, as the same was conveyed to her by deed recorded in the Clerk's Office of Onondaga County in Book of Deeds 149 at page 234, etc., which point is 145 feet south of the north line of said land belonging to the said estate, and 50 feet west of the southwest corner of land conveyed to William R. Mudford by deed recorded in said Clerk's Office in Book of Deeds No. 317 at page 2, etc., thence running northerly on a line parallel with the west line of the land so conveyed to said Mudford, 145 feet to the north line of land belonging to said estate; thence westerly along said north line 132 feet; thence southerly and parallel with the first line of the land herein conveyed 145 feet; thence easterly 132 feet to the place of beginning.

EXCEPTING AND RESERVING therefrom the following described premises:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Subdivision "C" of Farm Lot No. 336, bounded and described as follows: Beginning in the west line of South Clinton Street, formerly Baker Street, on the north line of premises formerly owned by Betsey Sherwood and conveyed to her by a deed, recorded in Onondaga County Clerk's Office in Book 149 of Deeds, page 234, etc., at the northeast corner of the premises described and conveyed by a deed from L. Earl Highbee and others to Frank Gabriel, dated April 19, 1923, and recorded in Onondaga County Clerk's Office on the 16th day of May, 1923, in Book 521 of Deeds, page 550, etc.; thence westerly along the north line of the premises of the said Betsey Sherwood, which is along the north line of the premises conveyed to said Frank Gabriel, 132 feet; thence southerly along a line parallel with the west line of South Clinton Street, which is along the west line of the premises of said Frank Gabriel, 80 feet; thence easterly along a line parallel with the first course herein, 132 feet to the west line of South Clinton Street; thence northerly along the east line of South Clinton Street 80 feet to the place of beginning.

Parcel X - Tax Map # 94-5-5.1 & 5.2

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, particularly described as follows: Beginning at a point in the West line of South Salina Street 278.58 feet south from a stone monument which is 118.34 feet south of the south line of Taylor Street; running thence South 77° 99'

30'' West, 132 feet; thence South 12° 55' East three (3) feet; thence South 77° 09' 30'' West, 160.02 feet to the east line of South Clinton Street; thence South 12° 55' East along the east line of South Clinton Street, 30.5 feet; thence North 77° 09' 30'' East 115 feet; thence North 12° 55' 00'' West 4.25 feet; thence North 77° 09' 30'' East, 177.54 feet to the West line of South Salina Street; thence North 12° 50' 30'' West along the west line of South Salina Street, 29.25 feet to the place of beginning.

Parcel XI - Tax Map # 94-5-8.3

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, bounded and described as follows: Beginning at a point in the easterly line of South Clinton Street, 241.5 feet south of the north line of Lot C, Farm Lot No. 336, said point being the southwesterly corner of lands conveyed by Bert L. Young to DeWitt C. King, and wife, by deed dated July 12, 1912; thence North 77° 09' 30'' East 114.62 feet more or less to the easterly line of lands conveyed by Bert L. Young to Daniel Gray and wife, by deed dated July 12, 1912; thence South 12° 51' East 30.5 feet to the southerly line of lands so conveyed; thence South 77° 09' 30'' West 114.57 feet more or less to the easterly line of Clinton Street; thence North 12° 55' West along the east line of South Clinton Street, 30.5 feet to the place of beginning, according to a survey of said property made by John S. Bierhardt, Licensed Engineer and Surveyor dated September 3, 1952.

Parcel XII - Tax Map # 94-5-8.1 & 8.2

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, bounded and described as follows: Beginning at a point on the east side of South Clinton Street in said City, which point is 272 feet south from the north line of said Subdivision C; thence south along the east side of said street 39 feet; thence north 77° 10' 10'' East 94.14 feet; thence North 21° 20' East 37.33 feet; thence North 12° 55' West 8 feet; thence South 77° 10' 10'' West 115 feet to the place of beginning.

ALSO ALL THAT TRACT OR PARCEL OF LAND, located in the aforesaid City, County and State and being part of Subdivision C of Farm Lot 336 at 1049 South Clinton Street, rear, approximately 39 x 30.80 feet triangular in dimension, vacant and designated at Book 6, Plate 16, Parcel 121 of the official tax map of the City of Syracuse, said parcel more particularly described as follows: Beginning at a point located North 77° 10' 10'' East 94.14 feet from a point in the east line of South Clinton Street 311 feet south 12° 55'' East from the intersection of said east line of South Clinton Street with the north line of Subdivision C; thence North 77° 10' 10'' East 20.86 feet to a point 115 feet east from the east line of South Clinton Street; thence North 12° 55' West parallel to South Clinton Street 31 feet; thence South 21° 20'' West 37.33 feet to the place of beginning.

SCHEDULE "B"

EXCEPTIONS

The real property located at 120-154 Cortland Avenue & Tallman Street (Tax Map Number 094-05-06.0), 1002-1022 Salina Street S. & Cortland Avenue (Tax Map Number 094-20-01.0) and 1024-40 Salina Street S. and Tallman Street (Tax Map Number 094-20-02.0) are included within the Brownfield Cleanup Program under DEC Site Code C734144A and the parcels contain or may contain some or all of the contaminants identified on the Site Record of the NYS Department of Environmental Conservation attached hereto at Schedule "1".

SCHEDULE "1"

**SITE RECORD OF THE NYS DEPARTMENT OF
ENVIRONMENTAL CONSERVATION**



Department of
Environmental
Conservation

Environmental Site Remediation Database Search Details

Site Record

Administrative Information

Site Name: Former Coyne Textile - Off-Site

Site Code: C734144A

Program: Brownfield Cleanup Program

Classification: A

EPA ID Number:

Location

DEC Region: 7

Address: 140 Cortland Avenue

City: Syracuse Zip: 13202

County: Onondaga

Latitude: 43.037080556

Longitude: -76.150705556

Site Type:

Estimated Size: 0 Acres

Site Owner(s) and Operator(s)

Site Description

Location: The on-site portion is located in an urban area at 140 Cortland Avenue in the City of Syracuse and consists of two non-contiguous Site areas. The former main laundry facility and offices are known as 140 Cortland Avenue (Tax Map No. 094.-05-06.0) and consist of one parcel of land totaling approximately 1.75 acres. The park and employee parking area are known as 1002-1022 South Salina Street/Cortland Avenue and 1024-1040 South Salina Street/Tallman Street and consists of two parcels totaling approximately 1.70 acres. The on-site limits are generally bound by commercial buildings to the north, South Salina Street to the east, Tallman Street to the south and South Clinton Street to the west. The off-site portion that currently needs investigation is approximately 8.5 acres located mainly to the west of the on-site portion. Site Features: 140 Cortland Ave. consists of the currently vacant former laundering facility and offices, sidewalks and limited vegetation. The building is a concrete block building with a slab-on-grade foundation. The other area consists of a small park and a

fenced in asphalt parking lot. The off-site area is relatively flat and there are several buildings with both industrial and commercial use space. The area also consists of multiple parking lots and some green space. Current Zoning and Land Use: The on-site portion of the site is currently inactive and is zoned for commercial use. The off-site area is zoned for commercial and industrial use. Several rows of multifamily houses are located west of the area. Past Use of the Site: The 140 Cortland Avenue property was owned by various entities of Coyne Textile Services since the mid-1930s and was utilized as an industrial laundry prior to the company filing for bankruptcy and ceasing operations in late 2015. Dry cleaning using PCE and Stoddard solvent (a petroleum mixture made from distilled alkanes, cycloalkanes (naphthenes) and aromatic compounds) was conducted at the property until 2000. These dry cleaning products were stored in aboveground storage tanks (ASTs). Three underground storage tanks (USTs) were historically closed in place and were identified as being located beneath the dry cleaning room floor and the boiler room at 140 Cortland Avenue. A gasoline filling station was present in the southern portion of the Site in the 1980s. Prior to the Site being developed by Coyne Textile Services in the 1930s, the Site and surrounding area consisted primarily of single family residences. The former employee parking lot and park located east of the former laundering facility was owned by Coyne Textile Services from 1989-2015. Since 1989 this area was utilized as a parking lot and park. Historically, a building was utilized by the Syracuse Transit Corporation Bus Lines on the southern portion of the parking lot for bus storage and repairs from at least the 1940s to 1980s. The Syracuse Street Car barn also occupied this area in the early 1900s. The northern portion of the former employee parking lot and park was occupied by small stores in the early 1900s and a gasoline filling station was present on this portion of the parcel from at least the 1950s to 1970s. Coyne Textile Services filed for bankruptcy and ceased operations in late 2015. Ranalli/Taylor St. purchased the property in 2016 and entered a BCA in September 2017. The past use of most of the off-site area is currently unknown. But some of the area was used by Coyne Textile Services to park and maintain their truck fleet. Another portion of the area was used to manufacture garage door parts, faucets, and inked ribbon spools, clips and strips. Site Geology and Hydrogeology: Both the on-site and off-site areas sites have an approximate elevation of 390 feet above mean sea level and are relatively flat. The surrounding areas to the east and west have a relatively steep topographic gradient which slopes downward to Onondaga Creek. Soils consist of Urban Land with the bedrock anticipated to be of Paleozoic era, stratified sequence. The bedrock geology underlying the Site is the Syracuse Formation, which consists of dolostone, shale, gypsum, and salts. The estimated depth to groundwater is less than 20 feet below ground surface. Groundwater at the sites is assumed to flow to the west toward Onondaga Creek. However, localized flow directions in the area of the sites may vary as a result of underground utilities or other heterogeneous subsurface conditions. Onondaga Creek is located approximately 600 feet west of the on-site portion, which flows in a northerly direction towards Onondaga Lake.

Contaminants of Concern (Including Materials Disposed)

Contaminant Name/Type

dibenz[a,h]anthracene
benzo(b)fluoranthene
trichloroethene (TCE)
benzo(a)anthracene
benzo(a)pyrene
1,1 dichloroethene
cis-1,2-dichloroethene
tetrachloroethene (PCE)
trans-1,2-dichloroethene
vinyl chloride
benzene

Site Environmental Assessment

Nature and Extent of Contamination: On-site soil and groundwater were analyzed for volatile organic compounds (VOCs), semi-volatile compounds (SVOCs), metals, polychlorinated biphenyls (PCBs), and pesticides. Groundwater was also sampled for Emerging Contaminants (ECs). Soil vapor was analyzed for VOCs. Based upon investigations conducted to date, the primary contaminants of concern appear to be VOCs and metals with minor detection's of ECs, PCBs, and SVOCs. No off-site samples were taken during the on-site Remedial Investigation. However, there is some off-site groundwater data. See the Groundwater section below. Soil Surface Soils: Only one VOC, acetone, was detected in the surface soil sample collected from Coyne Park at a concentration of 0.427 ppm which exceeds the Part 375 Unrestricted SCO of 0.05 ppm but is less than the Part 375 Commercial SCO of 500 ppm. SVOCs, PCBs, metals, and pesticides contamination were not identified in the surface soil sample. There is currently no off-site surface soil data. Subsurface Soils: Only one VOC, Tetrachloroethene (PCE), was detected at a concentration exceeding the Part 375 Commercial SCO of 150 milligram per kilogram (mg/kg). The PCE concentration is 460mg/kg and this sample was located in the NW corner of the on-site building. There are several other compounds including 1,1- Dichloroethene at a maximum of 1.45mg/kg, 1,2,4 Trimethylbenzene at a maximum of 4.31mg/kg, 2-Butanone (MEK) at a maximum of 0.115mg/kg, trichloroethene at a maximum of 38.3mg/kg, vinyl chloride at a maximum of 12.3mg/kg, cis-1,2-Dichloroethene at a maximum of 424mg/kg, trans-1,2-Dichloroethene at a maximum of 3.46mg/kg, acetone at a maximum of 5.9mg/kg, and Benzene at a maximum of 0.39mg/kg, that were detected above Part 375 Unrestricted SCOs. SVOCs detected at concentrations exceeding their respective Part 375 Unrestricted SCOs, but below Part 375 Commercial SCOs, include benzo(a)anthracene at a maximum of 2.42mg/kg, Benzo(a)pyrene at a maximum of 2.28mg/kg, Benzo(b)fluoranthene at a maximum of 3.06mg/kg, Benzo(k) fluoranthene at a maximum of 1.64mg/kg, Chrysene at a maximum of 2.42mg/kg, and Indeno (1,2,3-cd)pyrene at a maximum of 0.79mg/kg. No SVOCs were detected at concentrations

exceeding the Part 375 Commercial SCOs. Pesticides were not detected in any of the subsurface samples. PCBs, including Aroclor 1242 and Aroclor 1260 were detected at concentrations above their respective Part 375 Unrestricted SCO of 0.1 mg/kg, but below the Part 375 Commercial SCO. The maximum Total PCBs concentration was 0.74 mg/kg. Low concentrations of metals were found across the on-site area. Barium was detected at a concentration of 404 mg/kg, which exceeds the Part 375 Commercial SCO of 400 mg/kg. However, this value was qualified, by Pace, with a JH qualifier. This sample was located near the location of the former folding/product storage area. Several other metals were detected above unrestricted SCOs including copper at a maximum of 114mg/kg, lead at a maximum of 776mg/kg, nickel at a maximum of 56.2mg/kg, zinc at a maximum of 315mg/kg, and mercury at a maximum of 1.4mg/kg. No offsite soil samples were taken during the RI however some off-site subsurface soils were sampled in 2015. Off-site subsurface soil data shows four SVOCs above Industrial SCOs in MW-4 at a depth of 8-10 feet. These SVOCs are Benzo(a)anthracene at a maximum of 20 mg/kg, Benzo(a)pyrene at a maximum of 17 mg/kg, Benzo(b)fluoranthene at a maximum of 21 mg/kg, and Dibenzo(a,h)anthracene at a maximum of 2.4 mg/kg. No other contaminants were above industrial SCOs. Groundwater (GW) No PCBs or Pesticides were detected within the groundwater. VOCs detected in groundwater above the GW standard include 1,1-Dichloroethene at a maximum of 18ug/kg, benzene at a maximum of 104ug/kg, isopropylbenzene (Cumene) at a maximum of 121ug/kg, tetrachloroethene at a maximum of 21,400ug/kg, trichloroethene at a maximum of 1,980ug/kg, vinyl chloride at a maximum of 1,560ug/kg, xylene (Total) at a maximum of 6.3ug/kg, cis-1,2-Dichloroethene at a maximum of 4,550ug/kg, and trans-1,2-Dichloroethene at a maximum of 27.5ug/kg. Most of the VOC GW impacts were located in the NW portion of the on-site building but VOC impacts were detected throughout the site. Only one SVOC exceeded GW standards and that was bis (2-Ethylhexyl)phthalate at a maximum of 11ug/kg. This was located in the NW portion of the on-site building. Metals that exceeded the GW standards include barium at a maximum of 2.940ug/kg, beryllium at a maximum of 7ug/kg, chromium at a maximum of 55ug/kg, copper at a maximum of 1,120ug/kg, lead at a maximum of 27ug/kg, magnesium at a maximum of 204,000ug/kg, and thallium at a maximum of 14.5ug/kg. Metals within the GW were detected throughout the whole site. ECs detected in the GW include 6:2FTS at a maximum of 33ng/kg, Perfluorobutanesulfonic acid (PFBS) at a maximum of 14ng/kg, Perfluorobutanoic acid (PFBA) at a maximum of 330ng/kg, Perfluorodecanoic acid (PFDA) at a maximum of 2.1ng/kg, Perfluoroheptanesulfonic Acid (PFHpS) at a maximum of 24ng/kg, Perfluoroheptanoic acid (PFHpA) at a maximum of 160ng/kg, Perfluorohexanesulfonic acid (PFHxS) at a maximum of 25ng/kg, Perfluorohexanoic acid (PFHxA) at a maximum of 350ng/kg, Perfluorononanoic acid (PFNA) at a maximum of 75ng/kg, Perfluorooctanesulfonic acid (PFOS) at a maximum of 2,000ng/kg, Perfluorooctanoic acid (PFOA) at a maximum of 300ng/kg, Perfluoropentanoic acid (PFPeA) at a maximum of 360ng/kg, and 1,4-Dioxane at a maximum of 1.7ng/kg. Most of the ECs were detected in the NW portion of the on-site building. No off-site wells were sampled during the remedial investigation. However, off-sites wells were sampled previously in

2015. There are 4 monitoring wells off-site located to the northwest of the on-site area. Each of these wells have contaminants that exceed NYSDEC TOGS 1.1.1 water quality standards and guidance values. The following contaminants were detected above the GW standards at one or more of the wells: Tetrachloroethene at a maximum of 3100ug/L, benzene at a maximum of 4.4ug/L, vinyl chloride at a maximum of 3200ug/L, trans-1,2-dichloroethene at a maximum of 230ug/L, Trichloroethene at a maximum of 2000ug/L, cis-1,2-dichloroethene at a maximum of 5600ug/kg, and 1,1-Dichloroethene at a maximum of 15ug/L. Soil Vapor Soil vapor detection's that need additional action were detected all throughout the on-site building. Compounds detected needing additional action include: 1,1,1 - Trichloroethane at a maximum of 5.3ug/m3, Tetrachloroethene at a maximum of 1,090ug/m3, Trichloroethene at a maximum of 106ug/m3, and cis-1,2-Dichloroethene at a maximum of 38.4ug/m3. There is currently no off-site soil vapor data.

Site Health Assessment

Volatile organic compounds in groundwater or soil vapor originating from the Former Coyne Textile site (C734144) may move off-site into overlying buildings and affect indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Investigations are needed to determine if soil vapor intrusion is a potential concern for these off-site buildings.

For more Information: E-mail Us

Refine This Search

CLOSING RECEIPT**CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
LEASE/SUBLEASE TRANSACTION
JMA TECH PROPERTIES, LLC and
RANALLI/TAYLOR ST., LLC**

CLOSING RECEIPT executed June 30, 2020 by the City of Syracuse Industrial Development Agency (the "**Agency**") and **JMA TECH PROPERTIES, LLC** and **RANALLI/TAYLOR ST., LLC** (collectively, the "**Company**") in connection with a certain project (the "**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 "**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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "**Facility**"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S (collectively, the "**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 "**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 Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

WITNESSETH:

(1) The Agency has executed, delivered, sealed and acknowledged, where appropriate, the documents to which it is a party, and acknowledges receipt from the Company of its administrative fee.

(2) The Company has executed, delivered, sealed and acknowledged, where appropriate, the documents to which it is a party.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

DocuSigned by:
By: Judith DeLaney
C938C8B871BA42A...
Judith DeLaney, Executive Director

JMA TECH PROPERTIES, LLC

DocuSigned by:
By: Dino Peios
F282524715CF4D9...
Dino Peios, Vice President of Finance

RANALLI/TAYLOR ST., LLC

DocuSigned by:
By: Dino Peios
F282524715CF4D9...
Dino Peios, Vice President of Finance

City of Syracuse
Industrial Development Agency
City Hall Commons, 6th Floor
201 East Washington Street
Syracuse, NY 13202
Tel (315) 473-3275 Fax (315) 435-3669

June 30, 2020

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

Ranalli/Taylor St., LLC
P.O. Box 678
Liverpool, New York 13088
Attn: Dino Peios, Vice President of Finance

Re: City of Syracuse Industrial Development Agency
JMA Tech Properties, LLC and Ranalli/Taylor St., LLC
Sales Tax Appointment Letter

Dear Mr. Peios:

Pursuant to a resolution duly adopted on June 16, 2020, the City of Syracuse Industrial Development Agency (the "**Agency**") appointed JMA Tech Properties, LLC and Ranalli/Taylor St., LLC (collectively, 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 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 "**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,

JMA Tech Properties, LLC
Ranalli/Taylor St., LLC
June 30, 2020
Page 2

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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "**Facility**"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S., collectively, the "**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 "**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 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 **\$1,590,000**. For the avoidance of any doubt, this amount is for the entire Project and maximum the Company may realize in the aggregate.

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 June 30, 2020 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

JMA Tech Properties, LLC
Ranalli/Taylor St., LLC
June 30, 2020
Page 3

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 June 30, 2020, 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 the earlier of: (i) sixty (60) days after the issuance of a certificate of occupancy or similar document by the applicable municipality in which the Project Facility is located; or (i) **December 31, 2021**;

JMA Tech Properties, LLC
Ranalli/Taylor St., LLC
June 30, 2020
Page 4

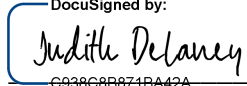
unless the Agency Lease is terminated early in accordance with its terms in which case this appointment shall terminate at that time.

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: 
C938C8B871BA42A...
Judith DeLaney, 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 City of Syracuse Industrial Development Agency			IDA project number (use OSC numbering system for projects after 1998) 31022002		
Street address 201 E. Washington Street, 6th Floor			Telephone number (315) 424-6091		
City Syracuse	State NY	ZIP code 13202	Email address (optional)		

Project operator or agent information

Name of IDA project operator or agent Ranalli/Taylor St., LLC		Mark an X in the box if directly appointed by the IDA: <input checked="" type="checkbox"/>	Employer identification or Social Security number 81-2422866	
Street address P.O. Box 678		Telephone number (315) 432-5087	Primary operator or agent? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
City Liverpool	State NY	ZIP code 13088	Email address (optional)	

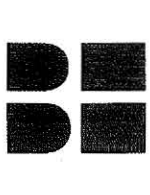
Project information

Name of project JMA Tech Properties, LLC Project		
Street address of project site 120-154 Cortland Ave. & Tallman St.; 1022 Clinton St. S.; 1051 Clinton St. S., 1029, 1033, 1049, 1049 (rear) and 1080-82 Clinton St. S.; 222-24 Tallman St. & Clinton St. S., 226 Tallman St.; 980-82 Salina St. S., 1002-22 Salina St. S. & Cortland Ave. and 1024-40 Salina St. S. & Tallman St.		
City Syracuse	State NY	ZIP code 13202
Purpose of project other - commercial		

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) 063020	Date project operator or agent status ends (mmddyy) 123121	Mark an X in the box if this is an extension to an original project: <input type="checkbox"/>
Estimated value of goods and services that will be exempt from New York State and local sales and use tax: 19,875,000.00		Estimated value of New York State and local sales and use tax exemption provided: 1,590,000.00

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 Judith DeLaney		Print title Executive Director	
Signature 		Date 6/29/2020	Telephone number (315) 448-8127



BOUSQUET HOLSTEIN PLLC

110 WEST FAYETTE STREET • ONE LINCOLN CENTER • SUITE 1000 • SYRACUSE, NEW YORK 13202 • PH: 315.422.1500 • FX: 315.422.3549

June 30, 2020

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7010 0780 0002 1722 1361

New York State Tax Department
IDA Unit
Building 8, Room 738
W.A. Harriman Campus
Albany, New York 12227

Re: IDA Appointment of Project Operator or Agent for Sales Tax Purposes
City of Syracuse Industrial Development Agency Appointment of
JMA Tech Properties, LLC and Ranalli/Taylor St., LLC
JMA Tech Properties, LLC IDA Project No. 31022002

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 and Ranalli/Taylor St., LLC as its agents for sales tax purposes in connection with the IDA project identified therein.

Please do not hesitate to contact me with any questions. Thank you.

Very truly yours,

Susan R. Katzoff

SRK:ilm
Enclosure

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Restricted Delivery Fee (Endorsement Required)	\$0.00	
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Sent To: **New York State Tax Department**
 HDA Unit
 Building 8, Room 738
 W.A. Harriman Campus
 Albany, New York 12227



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 City of Syracuse Industrial Development Agency			IDA project number (use OSC numbering system for projects after 1998) 31022002
Street address 201 E. Washington Street, 6th Floor			Telephone number (315) 424-6091
City Syracuse	State NY	ZIP code 13202	Email address (optional)

Project operator or agent information

Name of IDA project operator or agent JMA Tech Properties, LLC		Mark an X in the box if directly appointed by the IDA: <input checked="" type="checkbox"/>	Employer identification or Social Security number 84-3332852
Street address P.O. Box 678		Telephone number (315) 432-5087	Primary operator or agent? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
City Liverpool	State NY	ZIP code 13088	Email address (optional)

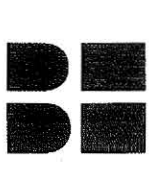
Project information

Name of project JMA Tech Properties, LLC Project			
Street address of project site 120-154 Cortland Ave. & Tallman St.; 1022 Clinton St. S.; 1051 Clinton St. S., 1029, 1033, 1049, 1049 (rear) and 1080-82 Clinton St. S.; 222-24 Tallman St. & Clinton St. S., 226 Tallman St.; 980-82 Salina St. S., 1002-22 Salina St. S. & Cortland Ave. and 1024-40 Salina St. S. & Tallman St.			
City Syracuse	State NY	ZIP code 13202	Email address (optional)
Purpose of project other - commercial			

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) 063020	Date project operator or agent status ends (mmddyy) 123121	Mark an X in the box if this is an extension to an original project: <input type="checkbox"/>	
Estimated value of goods and services that will be exempt from New York State and local sales and use tax: 19,875,000.00		Estimated value of New York State and local sales and use tax exemption provided: 1,590,000.00	

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 Judith DeLaney		Print title Executive Director	
Signature <i>Judith DeLaney</i>		Date 6/29/2020	Telephone number (315) 448-8127



BOUSQUET HOLSTEIN PLLC

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June 30, 2020

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7010 0780 0002 1722 1361

New York State Tax Department
IDA Unit
Building 8, Room 738
W.A. Harriman Campus
Albany, New York 12227

Re: IDA Appointment of Project Operator or Agent for Sales Tax Purposes
City of Syracuse Industrial Development Agency Appointment of
JMA Tech Properties, LLC and Ranalli/Taylor St., LLC
JMA Tech Properties, LLC IDA Project No. 31022002

Dear Ladies and Gentlemen:

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Please do not hesitate to contact me with any questions. Thank you.

Very truly yours,

Susan R. Katzoff

SRK:ilm
Enclosure

4668365_1

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

and

RANALLI/TAYLOR ST., LLC

PAYMENT IN LIEU OF TAX AGREEMENT

Dated as of: June 30, 2020

Ranalli/Taylor St., LLC
Federal Tax ID #: 81-2422866

JMA TECH PROPERTIES PROJECT

THIS PAYMENT IN LIEU OF TAX AGREEMENT, (this "**Agreement**") dated as of June 30, 2020 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 201 East Washington Street, 6th Floor, Syracuse, New York 13202 and **RANALLI/TAYLOR ST., LLC**, a limited liability company organized under the laws of the State of New York, with offices at 7645 Henry Clay Blvd., Liverpool, New York 13088 (hereinafter referred to as "**Ranalli/Taylor**").

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 June 16, 2020, (the "**Resolution**"), resolved to undertake the "**Project**" at the request of Ranalli/Taylor and JMA (collectively, the "**Company**"), 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 "**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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "**Facility**"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S., collectively, the "**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 "**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 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, JMA Tech Properties, LLC ("**JMA**") is the fee owner of 1022 Clinton St. S.; 1029, 1033, 1049, 1049 (rear); and 980-82 Salina St. S., and any improvements thereon existing or to be constructed thereon as part of the Project Facility (the "**JMA Property**"). The JMA Property is not subject to this Agreement; and

WHEREAS, Ranalli/Taylor is the fee owner of 120-154 Cortland Ave. & Tallman St.; 1051 Clinton St. S.; 1080-82 Clinton St. S.; 222-24 Tallman St. & Clinton St. S.; 226 Tallman St.; 1002-22 Salina St. S. & Cortland Ave.; and 1024-40 Salina St. S. & Tallman St., and any improvements thereon existing or to be constructed thereon as part of the Project Facility (collectively, the "**Ranalli/Taylor Property**"); and

WHEREAS, only the PILOT Parcels and the improvements thereon existing, or to be constructed thereon as part of the Project Facility, are the subject of this Agreement; and

WHEREAS, the Agency will lease the Land and Facility from the Company pursuant to that certain Company Lease Agreement dated as of June 30, 2020 (the "**Company Lease Agreement**"), between the Company and the Agency, obtain an interest in the Equipment pursuant to one or more bills of sale dated as of June 30, 2020 from the Company (collectively, the "**Bill of Sale**"), and sublease the Project Facility back to the Company pursuant to that certain Agency Lease Agreement dated as of June 30, 2020 (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

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 1.01. 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

Ranalli/Taylor does hereby represent and warrant as follows:

(a) Existence. Ranalli/Taylor 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. Ranalli/Taylor 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. Ranalli/Taylor 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.

Ranalli/Taylor 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 Ranalli/Taylor is a party or by which it or any of its property is bound, and Ranalli/Taylor'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 Ranalli/Taylor under the terms of any of the foregoing, and this Agreement is a legal, valid and binding obligation of Ranalli/Taylor enforceable in accordance with its terms.

(c) Title. Ranalli/Taylor has valid and marketable fee title to the PILOT Parcels, 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 Ranalli/Taylor is required as a condition to the execution, delivery or performance of this Agreement by Ranalli/Taylor or as a condition to the validity of this Agreement.

ARTICLE II **COVENANTS AND AGREEMENTS**

Section 2.01. Tax-Exempt Status of the PILOT Parcels

(a) Assessment of the PILOT Parcels. 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 PILOT Parcels by the Agency, and for so long thereafter as the Agency shall own or control the PILOT Parcels as part of the Project Facility, the PILOT Parcels 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 PILOT Parcels as part 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. Ranalli/Taylor will be required to pay to the Municipality all taxes and assessments lawfully levied and/or assessed against the PILOT Parcels, in spite of the Agency's actual ownership or control of the PILOT Parcels, until the PILOT Parcels 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. Ranalli/Taylor will be required at all times to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the PILOT Parcels.

Section 2.02. Payments in Lieu of Taxes

(a) **Agreement to Make Payments.** Ranalli/Taylor agrees that it shall make periodic payments in lieu of real property taxes in the amounts hereinafter provided. The said payments due to the Agency hereunder shall be paid by Ranalli/Taylor, to the Municipality, on behalf of the Agency, by check made payable to "*Commissioner of Finance*". Upon receipt of Ranalli/Taylor's payment, the Municipality, on behalf of the Agency, will disburse the appropriate portion of the said payment to the County of Onondaga and the Municipality, or such other taxing jurisdiction, pursuant to the Act. This obligation shall exist for so long as the Agency retains an interest in the PILOT Parcels. Notwithstanding the appearance of the Agency's exemption on the Municipality's tax roll for the 2021/2022 City and School portion of the real property tax due on the PILOT Parcels, the year 1 payment due for the City and School portion of the year 1 payment under **Exhibit "A"** shall commence on July 1, 2021. The year 1 payment due for the County and Water District portion of the year 1 payment under **Exhibit "A"** shall commence on January 1, 2022. Without regard to the Agency exemption, Ranalli/Taylor shall continue paying real property tax through June 30, 2021 with respect to the City and School portion of the real property tax and through December 31, 2021 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 PILOT Parcels were privately owned and the Agency had no interest in the same.

(b) **Amount of Payments in Lieu of Taxes.** Unless otherwise stated, Ranalli/Taylor'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 Ranalli/Taylor if the PILOT Parcels were owned by Ranalli/Taylor and not the Agency. As consideration for the benefits conferred on Ranalli/Taylor pursuant to this Agreement, Ranalli/Taylor 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 PILOT Parcels and/or Additional Property throughout the term of this Agreement. Ranalli/Taylor 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 Ranalli/Taylor bring a Legal Challenge on the PILOT Parcels 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 PILOT Parcels, or any new or additional building shall be constructed on the real property described in **Exhibit "B"** that is in addition to the improvements thereon existing or to be constructed as part of the Project Facility (such structural additions and additional buildings being hereinafter referred to as "**Additional Property**"), Ranalli/Taylor 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 Ranalli/Taylor 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, Ranalli/Taylor 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 PILOT Parcels), 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 PILOT Parcels Facility is damaged or destroyed, Ranalli/Taylor shall continue to make the payments required by this Agreement for as long as the Agency shall own or control the PILOT Parcels, without regard to such damage or destruction.

(f) Time of Payments. Ranalli/Taylor 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. Ranalli/Taylor shall be entitled to receive receipts from the Municipality for such payments.

(g) Method of Payment. All payments by Ranalli/Taylor 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 Ranalli/Taylor 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 Ranalli/Taylor 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 Ranalli/Taylor of its obligation to make all payments provided for hereunder. If, for any reason, Ranalli/Taylor does not receive an appropriate PILOT Statement, Ranalli/Taylor 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 Ranalli/Taylor agree that any mortgages on the PILOT Parcels, 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

Ranalli/Taylor 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. Ranalli/Taylor 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 Ranalli/Taylor 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 Ranalli/Taylor until such payment in default shall have been made in full, and Ranalli/Taylor 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 Ranalli/Taylor.

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 Ranalli/Taylor 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 Ranalli/Taylor 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 Ranalli/Taylor to pay any amount due and payable by it pursuant to this Agreement, the Lease Agreements or the Company Documents.

(b) Commencement by Ranalli/Taylor 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), the Lease Agreements, or any other Company Document and continuance of such failure for a period of thirty (30) days after written notice to Ranalli/Taylor specifying the nature of such failure hereunder, or with respect to the Lease Agreements, 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 Ranalli/Taylor 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 by either Company.

(g) Failure of the Company to commence the acquisition, construction, renovation, and equipping of the Project Facility within eight (8) months of the date of this Agreement and failure of the Company to complete the Project Facility in accordance with the terms of 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, the Agency may take whatever action at law or in equity, 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 and/or the Lease Agreements. 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 PILOT Parcels shall immediately become taxable and revert to the tax roll.

The payment schedule contained in Exhibit "A" is for the benefit of Ranalli/Taylor and its Project. In the event that Ranalli/Taylor 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, Ranalli/Taylor, 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 PILOT Parcels was privately owned with no interest held by the Agency 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

Ranalli/Taylor 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 Ranalli/Taylor. In order to facilitate such a termination, Ranalli/Taylor 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, Ranalli/Taylor 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 PILOT Parcels in accordance with Exhibit "A". Those payments shall be the equivalent of the real property taxes that would be due on the PILOT Parcels if it were owned by Ranalli/Taylor 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 PILOT Parcels, Ranalli/Taylor, 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 Ranalli Property were privately owned and the Agency had no interest therein.

Section 4.04. Payment of Attorney's Fees and Expenses

If Ranalli/Taylor 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 Ranalli/Taylor herein contained, Ranalli/Taylor 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 Ranalli/Taylor bring a Legal Challenge on the PILOT Parcels and/or Additional Property or any of the Project Facility 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, Ranalli/Taylor agrees that in the event that Ranalli/Taylor 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.

ARTICLE V
MISCELLANEOUS

Section 5.01. Term of Agreement

(a) General. This Agreement shall become effective and the obligations of the Agency and Ranalli/Taylor 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, 2036**, of the PILOT Schedule set forth in **Exhibit "A"** hereto. In the event of a termination of the Agency's interest in the PILOT Parcels, Ranalli/Taylor'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 Ranalli/Taylor to Ranalli/Taylor, and the loss of the Agency's tax exemption on the said PILOT Parcels.

(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 Ranalli/Taylor agree that the Agency's participation in this Agreement is for the benefit of Ranalli/Taylor and that the Municipality must receive payments from Ranalli/Taylor 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 Ranalli/Taylor is required to do or accomplish any act or thing hereunder, Ranalli/Taylor may cause the same to be done or accomplished with the same force and effect as if done or accomplished by Ranalli/Taylor.

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 Ranalli/Taylor.

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
201 East Washington Street, 6th Floor
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 Ranalli/Taylor:

Ranalli/Taylor, LLC
P.O. Box 678
Liverpool, New York 13088
Attn: Dino Peios, Vice President of Finance

With a copy to:

Costello, Cooney & Fearon, PLLC
500 Plum Street, Suite 300
Syracuse, New York 13204
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 Ranalli/Taylor, 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; Electronic Signatures

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page counterpart hereof by telecopy, emailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart hereof. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic association of signatures and records on electronic platforms, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the

extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, any other similar state laws based on the Uniform Electronic Transactions Act, the Uniform Commercial Code, each as amended, and the parties hereto hereby waive any objection to the contrary, provided that (x) nothing herein shall require the Agency to accept electronic signature counterparts in any form or format and (y) the Agency reserves the right to require, at any time and at its sole discretion, the delivery of manually executed counterpart signature pages to this agreement and the parties hereto agree to promptly deliver such manually executed counterpart signature pages.

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 Ranalli/Taylor 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 Ranalli/Taylor 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: 
C938C8B871BA42A...
Judith DeLaney, Executive Director

RANALLI/TAYLOR ST., LLC

By: 
F282524715CF4D9...
Dino Peios, Vice President of Finance

ACKNOWLEDGEMENT

Dino Peios, being first duly sworn, deposes and says:

1. That I am the Vice President of Finance of JMA Tech Properties, LLC ("**JMA**") and the Vice President of Finance of Ranalli/Taylor St., LLC ("**Ranalli/Taylor**").
2. That JMA confirms and acknowledges that parcels located at 1022 Clinton St. S.; 1029, 1033, 1049, 1049 (rear); and 980-82 Salina St. S., Syracuse, New York are not governed by this Agreement and shall pay property taxes on such parcels as if privately owned. JMA further acknowledges, in accordance with the terms of the Agency Lease, that they shall be jointly and severally responsible for all payments due hereunder.
3. That Ranalli/Taylor confirms and acknowledges that the parcels located at 1080-82 Clinton St. S; 222-24 Tallman St. & Clinton St. S.; 226 Tallman St.; 1002-22 Salina St. S. & Cortland Ave.; and 1024-40 Salina St. S. & Tallman St.; Syracuse, New York are not governed by this Agreement and shall pay property taxes no such parcels as if privately owned.

JMA TECH PROPERTIES, LLC

DocuSigned by:
Dino Peios
 By: _____
 F282524715CF4D9...
 Dino Peios, Vice President of Finance

RANALLI/TAYLOR ST., LLC

DocuSigned by:
Dino Peios
 By: _____
 F282524715CF4D9...
 Dino Peios, Vice President of Finance

EXHIBIT "A"**PILOT SCHEDULE**

<i>Year</i>	<i>Amount</i>
1	\$94,997.82
2	\$96,897.78
3	\$98,835.73
4	\$100,812.45
5	\$102,828.70
6	\$104,885.27
7	\$106,982.98
8	\$109,122.64
9	\$111,305.09
10	\$113,531.19
11	\$169,124.51
12	\$226,896.15
13	\$286,911.01
14	\$349,235.70
15	\$413,938.61
Total	\$2,486,305.61

EXHIBIT "B"**LEGAL DESCRIPTION
OF PILOT PARCELS****Parcel I - Tax Map # 94-5-6**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Block 140 in said City, and being part of lands described in a deed from Coyne Service and Supply Co., Inc. and Coyne Industrial Laundry Inc. to Coyne International Enterprises Corp., dated April 16, 1981 and recorded in Onondaga County Clerk's Office July 12, 1981 in Book of Deeds 2874 at page 305, and being more particularly described as follows: BEGINNING at a point on the easterly boundary of South Clinton Street at its intersection with the northerly boundary of Tallman Street; running thence North 21° 00' 20" East along the easterly boundary of South Clinton Street, a distance of 267.14 feet to an angle point therein; thence North 12° 55' 00" West continuing along said street boundary, a distance of 113.66 feet to a northwesterly corner of said lands of Coyne International Enterprises Corp.; thence North 77° 10' 10" East along a northerly boundary of said lands, a distance of 76.36 feet to an angle point therein; thence North 21° 00' 20" East continuing along said boundary, a distance of 30.03 feet to an angle point therein; thence South 68° 59' 40" East continuing along said boundary, a distance of 25.72 feet to an angle point therein; thence North 12° 50' 30" West continuing along said boundary, a distance of 89.83 feet to an angle point therein; thence North 77° 09' 30" East continuing along said boundary, a distance of 177.54 feet to its intersection with the westerly boundary of South Salina Street; thence South 12° 50' 30" East along the westerly line of South Salina Street, a distance of 16.15 feet to its intersection with the westerly line of Cortland Avenue; thence South 21° 00' 20" West along the westerly line of Cortland Avenue, a distance of 546.21 feet to its intersection with the northerly line of Tallman Street; thence North 88° 52' 10" West along said northerly line of Tallman Street, a distance of 23.93 feet to an angle point therein; thence North 88° 57' 50" West along said northerly line of Tallman Street, a distance of 116.58 feet to the point of beginning.

Parcel II - Tax Map # 94-5-7.0

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Subdivision C of Farm Lot No. 336, bounded and described as follows: Beginning at a point in the east side of South Clinton Street in said City, which point is 311 feet south from the north line of Subdivision C; thence south on the east line of said Street 27 feet to the Northwest corner of land as sold by William R. Mudford and wife to George H. Goebel by deed dated December 9, 1903, and recorded in Book 358 of Deeds at page 373, etc., of Onondaga County Clerk's Office; thence extending east along said Goebel north line 75 feet, more or less, to the east line of the land formerly belonging to the estate of Betsey Sherwood; thence northerly along said former Sherwood eastern boundary 34 feet, more or less, to the southeast corner of land formerly belonging to William R. Mudford, deed of which is recorded in Book 358 of Deeds at page 214 in the Onondaga County Clerk's Office; thence west along the south line of said William R. Mudford lot to the place of beginning.



NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

RP-412-a (1/95)

RECEIVED
JUL 15 2020
DEPT. OF ASSESSMENT

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 201 East Washington Street, 6th Floor
City Syracuse
Telephone no. Day (315) 448-8127
Evening () N/A
Contact Judith DeLaney
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name Ranalli/Taylor St., LLC
Street P.O. Box 678
City Liverpool
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)
2020 - 094.05-06.0; 094-05-07.0
b. Street address 120-154 Cortland Ave & Tallman St
and 1051 Clinton St. S.
c. City, Town or Village Syracuse

d. School District Syracuse
e. County Onondaga
f. Current assessment \$734,000; \$32,900
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) manufacturing space, corporate and production engineering offices,
testing, assembly, manufacturing and support spaces, a client experience center, restrooms, warehouse and loading dock areas
b. Type of construction steel/wood
c. Square footage 543.21 x 140.24 and 27 x 84
d. Total cost \$26,027,000
e. Date construction commenced 2020
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)
June 30, 2036

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, 2036

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Onondaga</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Syracuse</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
School District <u>Syracuse</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Ranalli/Taylor St., LLC
 Title Dino Peios, VP Finance
 Address 1200 State Fair Blvd.
Syracuse, NY 13209

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 _____

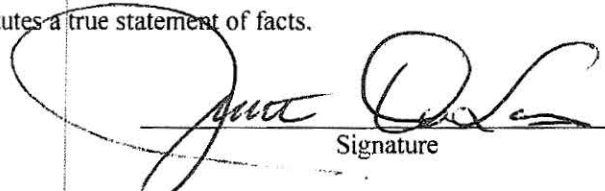
7. A copy of this application, including all attachments, has been mailed or delivered on 7-10-2020 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Judith DeLaney, Executive Director _____ of _____
Name Title
City of Syracuse Industrial Development Agency hereby certify that the information
Organization

on this application and accompanying papers constitutes a true statement of facts.

6-29-2020
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

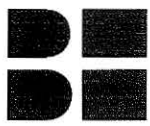
Assessor's signature

SCHEDULE "A"

Response to Item 3.g Deed to IDA: Memorandum of Company Lease and Memorandum of Agency Lease, both dated as of June 30, 2020, were each recorded in the office of the Clerk of Onondaga County on July 1, 2020 as Instrument No. 2020-00021362 and Instrument No. 2020-00021363, 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 June 30, 2020, memorandums of which were filed as set forth above.



BOUSQUET HOLSTEIN PLLC

110 WEST FAYETTE STREET • ONE LINCOLN CENTER • SUITE 1000 • SYRACUSE, NEW YORK 13202 • PH: 315.422.1500 • FX: 315.422.3549

July 10, 2020

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

7019 1640 0000 0432 5693

Dave Clifford, Assessor
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 and Ranalli/Taylor St., LLC
JMA Tech Properties, LLC Project (the "Project")

Dear Mr. Clifford:

Enclosed herewith please find the original form RP-412-a attendant with the above- referenced Project to be filed with your office.

We previously sent you, via email, fully executed copies of the RP-412-a, the Payment In Lieu of Tax Agreement, 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 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,

/s/ Susan R. Katzoff

SRK/llm
Enclosures

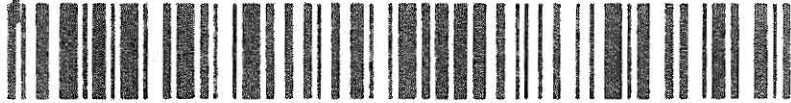
cc: ***Via Electronic Mail***
Judith DeLaney, Executive Director
Hon. Benjamin Walsh
Hon. Ryan McMahon

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:

Dave Clifford, Assessor
 City of Syracuse, Dept. of Assessment
 Room 130, City Hall
 233 E. Washington St.
 Syracuse, NY 13202



9590 9402 1494 5329 0382 46

2. Article Number (Transfer from service label)

7019 1640 0000 0432 5693

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Dave Clifford*

- Agent
- Addressee

B. Received by (Printed Name)

D #207 C-19

C. Date of Delivery

7/13/20

D. Is delivery address different from item 1? If YES, enter delivery address below:

- Yes
- No

- 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 (over \$500)

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com

SYRACUSE, NY 13202

1491

Postmark
07/10/2020

Certified Mail Fee	\$3.55
Extra Services & Fees (check box, add fee)	\$7.85
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.70
Total Postage and Fees	\$7.10

Sent To
Dave Clifford, Assessor, City of Syracuse
 Street and Apt. No., or PO Box No.
Room 130, City Hall
 City, State, ZIP+4®
Syracuse, NY 13202

PS Form 3809, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

6695 2E4D 0000 049T 6702

**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 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 ("**JMA**") and Ranalli/Taylor St., LLC ("**Ranalli**" and together with JMA collectively, the "**Company**") 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 "**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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "**Facility**"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S (collectively, the "**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 "**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 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 June 30, 2020 (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, Chairperson
Steven Thompson, Vice Chairman
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. That a resolution determining that the acquisition, construction, reconstruction, renovation, equipping and completion 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 May 19, 2020 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Public Hearing Resolution is attached hereto at **Exhibit “D.”**

8. That a resolution classifying a certain project as a Type I action and declaring the intent of the City of Syracuse Industrial Development Agency to be lead agency for purposes of a coordinated review pursuant to the State Environmental Quality Review Act (the “**SEQRA Lead Agency Resolution**”) was adopted by the Agency on May 19, 2020 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 “E.”**

9. Attached hereto as **Exhibit “F”** 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 June 16, 2020, 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 June 3, 2020.

10. That a resolution determining that the undertaking of a certain project at the request of the Company will not have a significant effect on the environment (the “**SEQRA Resolution**”) was adopted by the Agency on June 16, 2020 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the SEQRA Resolution is attached hereto at **Exhibit “G.”**

11. That a resolution authorizing the undertaking, the acquisition, construction, reconstruction, renovation, equipping and completion of a project; appointing the Company agent of the Agency for the purpose of the acquisition, construction, reconstruction, renovation, equipping and completion of the Project Facility and authorizing the execution and delivery of an agreement between the Agency and the Company (the “**Inducement Resolution**”) was adopted by the Agency on June 16, 2020 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Inducement Resolution is attached hereto at **Exhibit “H.”**

12. That a resolution 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 June 16, 2020 (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 “I”**.

13. 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 June 16, 2020 (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 “J”**.

14. 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.

15. 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.

16. 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.

17. There is no action, suit, proceeding or investigation at law or in equity, before or by any court, public board or body of the United States of America or the State of New York, pending or, to the best of my knowledge, threatened against or affecting the Agency (or to my knowledge any basis therefor): (a) wherein an unfavorable decision or finding would adversely affect: (i) the Inducement Resolution, the Final Approving Resolution, the Company Lease, the Agency Lease or the other Agency Documents; or (ii) the existence or organization of the Agency; or (iii) restrain or enjoin the financing, acquisition or construction of the Project or the performance by the Agency of the Agency Documents; or (b) in any manner questioning the proceedings or authority of the financing of the Project, or affecting the validity thereof or of the Agency Documents, or contesting the existence and powers of the Agency or the appointment of the directors and officers of the Agency to their respective offices.

18. June 30, 2020 has been duly designated as the date for the Closing.

19. 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.

20. In accordance with the Act, the Agency has determined:

(a) to assist the Company's acquisition, construction, reconstruction, renovation, equipping and completion of the Project Facility;

(b) to grant the Financial Assistance to the Company;

(c) to designate the Company as the Agency's agent for the acquisition, construction, reconstruction, renovation, equipping and completion of the Project Facility and to authorize the Company to appoint additional agents; and

(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.

21. 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.

22. That I did officially cause the following Agency Documents to be executed in the name of the Agency by the signing of each of such Agency Documents with the signature of the Honora Spillane, Executive Director of the Agency:

(a) a Project Agreement between the Agency and the Company;

(b) a Company Lease from the Company to the Agency pursuant to which the Company agrees to lease the Land and the Facility to the Agency;

(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 Ranalli/Taylor with respect to the PILOT Parcels.

23. 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.

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WITNESS, as of the 30th day of June, 2020.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

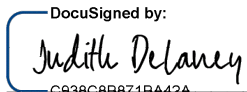
By:  DocuSigned by:
Judith DeLaney
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Judith DeLaney, Executive Director

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, 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

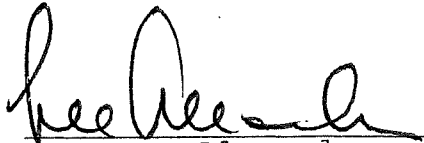
FILED JUL 20 1979

Bill Peterson

Secretary of State

The Syracuse Industrial Development Agency, in combination with, and utilizing these and other resources, will greatly enhance the City's ability to compete for, and successfully attract, the commercial and industrial enterprises necessary for continued economic health and growth.

July 20, 1979


Lee Alexander
Mayor

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED JUL 20 1979


Secretary of State

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on February 25, 2020.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State





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.

Office of the Mayor
233 E. Washington St.
201 City Hall
Syracuse, N.Y. 13202

Office 315 448 8005
Fax 315 448 8067

www.syr.gov.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
April 10, 2018.



A handwritten signature in black ink, appearing to read "B. Fitzgerald", written over a horizontal line.

Brendan Fitzgerald
Executive Deputy Secretary of State



OFFICE OF THE MAYOR

Ben Walsh, Mayor

**FILED
STATE RECORDS**

JAN 29 2018

DEPARTMENT OF STATE

**CERTIFICATE OF APPOINTMENT TO THE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**

Pursuant to Article 18-A of the General Municipal Law of the State of New York, Ben Walsh, Mayor of the City of Syracuse, hereby certifies the appointment of the following person as an Officer of the City of Syracuse Industrial Development Agency:

Mr. Steven P. Thompson - Member/Vice Chair

The following Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Officer of said Agency :

Mr. Steven P. Thompson - Member/Secretary

No Member or Officer of the City of Syracuse Industrial Development Agency shall receive any compensation for the discharge of their duties as Member or Officer of the Agency, but shall be entitled to necessary expenses incurred in the discharge of their duties as such Member or Officer.

The appointment herein set forth shall be effective as of January 16, 2018.

Ben Walsh
Mayor, City of Syracuse

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
April 10, 2018.



A handwritten signature in black ink, appearing to read "B. Fitzgerald", written over a horizontal line.

Brendan Fitzgerald
Executive Deputy Secretary of State



FILED
STATE RECORDS

OFFICE OF THE MAYOR

JAN 29 2018

Ben Walsh, Mayor

DEPARTMENT OF STATE

CERTIFICATE OF APPOINTMENT TO THE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Pursuant to Article 18-A of the General Municipal Law of the State of New York, Ben Walsh, Mayor of the City of Syracuse, hereby certifies the appointment of the following person as a member of the City of Syracuse Industrial Development Agency:

Mr. Rickey Brown - Member/Secretary

The following Member and Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Member or Officer of said Agency :

Ms. M. Catherine Richardson - Member/Vice-Chair

No Member or Officer of the City of Syracuse Industrial Development Agency shall receive any compensation for the discharge of their duties as Member or Officer of the Agency, but shall be entitled to necessary expenses incurred in the discharge of their duties as such Member or Officer.

The appointment herein set forth shall be effective as of January 16, 2018.

Ben Walsh
Mayor, City of Syracuse

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on February 25, 2020.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State





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.syr.gov.net

A handwritten signature of Ben Walsh in black ink, written over a horizontal line.

Ben Walsh

Mayor

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

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





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. 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
Fax 315 448 8067

www.syr.gov.net

Ben Walsh

Mayor

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

EXHIBIT “C”

AGENCY’S BY-LAWS

**BY-LAWS OF
THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
(as amended August 18, 2009)**

Article I

THE AGENCY

Section 1. Name

The name of the agency shall be "City of Syracuse Industrial Development Agency", and it shall be referred to in these by-laws as the Agency.

Section 2. Seal

The seal of the Agency shall be in such form as may be determined by the members of the Agency.

Section 3. Office

The principal office of the Agency shall be located in the City of Syracuse, New York, County of Onondaga, and State of New York. The Agency may have such other offices at such other places as the members of the Agency may, from time to time, designate by resolution.

Article II

MEMBERS

Section 1. Members

(a) There shall be five members of the Agency. All references in these by-laws to members shall be references to Members of the Agency. The persons designated in the certificates of appointment filed in the office of the Secretary of State as members of the Agency and their successors in office and such other persons as may, from time to time, be appointed as

Members of the Agency by the Mayor of the City of Syracuse, or by special act of the Legislature, shall constitute all the members.

(b) Members shall hold office at the pleasure of the Mayor and shall continue to hold office until his or her successor is appointed and has qualified. The Mayor may remove any Member at his discretion, with or without cause.

(c) Upon the resignation or removal of a Member, a successor shall be selected by the Mayor.

(d) Members may resign at any time by giving written notice to the Mayor and to the Chairman of the Agency. Unless otherwise specified in the notice the resignation shall take effect upon receipt of the notice by the Chairman or the Mayor. Acceptance of the resignation shall not be necessary to make it effective.

Section 2. Meeting of the Members

(a) The Annual Meeting of the members shall be held on such date or dates as shall be fixed, from time to time, by the Members of the Agency. The first Annual Meeting of Members shall be held on a date within twelve (12) months after the filing of the Certificate of the Agency with the Secretary of State as required by General Municipal Law §856 (l) (a). Each successive Annual Meeting of Members shall be held on a date not more than twelve (12) months following the preceding Annual Meeting of Members.

(b) Regular meetings of the Agency may be held at such time and place as, from time to time, may be determined by the Members.

(c) Upon the written request of the Mayor, the Chairman or two (2) Members of the Agency, the Chairman of the Agency shall call a special meeting of the Members. Special meetings may be held on such date or dates as may be fixed in the call for such special meetings.

The call for a special meeting may be personally delivered to each Member of the Agency or may be mailed to the business or home address of such Member. A waiver of notice may be signed by any Member failing to receive a proper notice.

Section 3. Procedure at Meetings of Members

(a) The Chairman shall preside over the meetings of the Agency. In the absence of the Chairman, the Vice-Chairman shall preside. In the absence of both the Chairman and Vice-Chairman, any Member directed by the Chairman may preside.

(b) At all meetings of Members, a majority of the Members of the Agency shall constitute a quorum for the purpose of transacting business. If less than a quorum is present for any meeting, the Members then present may adjourn the meeting to such other time or until a quorum is present. Except to the extent provided for by law, all actions shall be by a majority of the votes cast, provided that the majority of the votes cast shall be at least equal to a quorum.

(c) When determined by the Agency that a matter pending before it is confidential in nature, it may, upon motion, establish an executive session and exclude any non-member from such session.

(d) Order of business

At all meetings of the Agency, the following shall be the order of business:

- (1) Roll Call;
- (2) Proof of Notice of Meeting;
- (3) Reading and approval of the minutes of the previous meeting;
- (4) bills and communications;
- (5) Report of the Treasurer;
- (6) Reports of Committees;

- (7) Unfinished business;
- (8) New business;
- (9) Adjournment.

The order of business may be altered or suspended at any meeting by the Members of the Agency.

(e) All resolutions shall be in writing and shall be recorded in the journal of the proceedings of the Agency.

Article III

OFFICERS AND PERSONNEL

Section 1. Officers

The officers of the Agency shall be Chairman or Co-Chairman, Vice-Chairman, Secretary and Treasurer and such other offices as may be prescribed, from time to time, by the Agency. The Chairman or Co-Chairman and other officers shall be appointed by the Mayor of the City of Syracuse and may be removed with or without cause at his discretion. Each officer shall be a Member of the Agency during his or her term of office.

Section 2. Chairman or Co-Chairmen

The Chairman shall be chief executive officer of the Agency, and shall serve as an ex officio member of all duly constituted committees, shall supervise the general management and the affairs of the Agency, and shall carry out the orders and resolutions of the Agency. Except as otherwise authorized by resolution of the Agency, the Chairman shall execute (manually and by facsimile signature) all agreements, contracts, deeds, bonds, notes or other evidence of indebtedness and any other instruments of the Agency on behalf of the Agency. The Mayor may from time to time appoint two Co-Chairmen in place of the Chairman. During their term of office the Co-

Chairmen shall share equally the duties, rights, powers and responsibilities of the Chairman. The action of either Co-Chairman or execution (manually or by facsimile signature) by either Co-Chairman of any agreement, contract, deed, bond, note or other evidence of indebtedness or any other instrument of the Agency on behalf of the Agency shall have the same force and effect as such action or execution by the Chairman.

Section 3. Vice-Chairman

The Vice-Chairman shall have all the powers and functions of the Chairman or Co-Chairmen in the absence or disability of the Chairman or Co-Chairmen, as the case may be. The Vice-Chairman shall perform such other duties as the Members of the Agency shall prescribe or as delegated by the Chairman or Co-Chairmen.

Section 4. Secretary

The Secretary shall keep the minutes of the Agency, shall have the custody of the seal of the Agency and shall affix and attest the same to documents when duly authorized by the Agency, shall attest to the giving or serving of all notices of the Agency, shall have charge of such books and papers as the Members of the Agency may order, shall attest to such correspondence as may be assigned, and shall perform all the duties incidental to his office.

Section 5. Treasurer

The Treasurer shall have the care and custody of all the funds and securities of the Agency, shall deposit such funds in the name of the Agency, in such bank or trust company as the members of the Agency may elect, shall sign such instrument as may require the Treasurer's signature, but only with the approval of the Chairman or Co-Chairman, as the case may be, shall at all reasonable times exhibit the books and accounts of the Agency to the Mayor or any Member of

the Agency, and at the end of each fiscal year shall present an annual report setting forth in full the financial condition of the Agency.

Section 6. Additional Personnel

The Agency, with the consent of the Mayor, may appoint an Administrative or Executive Director to supervise the administration of the business and affairs of the Agency, subject to the direction of the Agency. The Agency may, from time to time, employ such other personnel as it deems necessary to execute its powers, duties and functions as prescribed by the New York State Industrial Development Agency Act (General Municipal Law, Article 18-A), as amended, and all other laws of the State of New York applicable thereto.

Section 7. Compensation of Chairman, Co-Chairmen, Members, Officers, and Other Personnel

The Chairman, Co-Chairmen, Members and Officers shall receive no compensation for their services but shall be entitled to the necessary expenses, including traveling expenses, incurred in the discharge of their duties. The compensation of other personnel, including the Administrative Director, shall be determined by the Members of the Agency.

Article IV

AMENDMENTS

Section 1. Amendments to By-Laws

These by-laws may be amended or revised, from time to time, by a two-third (2/3) vote of the Agency, but no such amendment or revision shall be adopted unless written notice of the proposed action shall have been given by mail to each Member and the Mayor at least ten (10) days prior to the date of the meeting at which it is proposed that such action be taken; provided, however,

that this provision and other provisions relating to the appointment, renewal and terms of office of Members and officers may be amended only with the prior written approval of the Mayor.

Article V

MISCELLANEOUS

Section 1. Sureties and Bonds

In case the Agency shall so require, any officer, employee or agent of the Agency shall execute to the Agency a bond in such sum and with such surety or sureties as the Agency may direct, conditioned upon the faithful performance of his or her duties to the Agency and including responsibility for negligence and for the accounting for all property, funds or securities of the Agency which may come into the hands of the officer, employee or agent.

Section 2. Indemnification

(a) Upon compliance by a Member or Officer of the Agency (including a former Member or Officer, the estate of a Member or Officer or a judicially appointed personal representative thereof) (referred to in this Section 2 collectively as "Member") with the provisions of subdivision (i) of this Section 2, the Agency shall provide for the defense of the Member in any civil action or proceeding, state or federal, arising out of any alleged act or omission which occurred or allegedly occurred while the Member was acting within the scope of the public employment or duties of such Member. This duty to provide for a defense shall not arise where such civil action or proceeding is brought by or at the behest of the Agency.

(b) Subject to the conditions set forth in paragraph (a) of this subdivision, the Member shall be entitled to be represented by private counsel of the Member's choice in any civil action or proceeding whenever the chief legal officer of the Agency or other counsel designated by the

Agency determines that a conflict of interest exists, or whenever a court, upon appropriate motion or otherwise by a special proceeding, determines that a conflict of interest exists and that the Member is entitled to be represented by counsel of the Member's choice, provided, however, that the chief legal officer or other counsel designated by the Agency may require, as a condition to payment of the fees and expenses of such representation, that appropriate groups of such Members be represented by the same counsel. Reasonable attorneys' fees and litigation expenses shall be paid by the Agency to such private counsel from time to time during the pendency of the civil action or proceeding with the approval of a majority of the Members of the Agency eligible to vote thereon.

(c) Any dispute with respect to representation of multiple Members by a single counsel or the amount of litigation expenses or the reasonableness of attorneys' fees shall be resolved by the court upon motion or by way of a special proceeding.

(d) Where the Member delivers process and a written request for a defense to the Agency under subdivision (i) of this Section 2, the Agency shall take the necessary steps on behalf of the Member to avoid entry of a default judgment pending resolution of any question pertaining to the obligation to provide for a defense.

(e) The Agency shall indemnify and save harmless its Members in the amount of any judgment obtained against such Members in a State or Federal court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or claim arose occurred while the Member was acting within the scope of the Member's public employment or duties; provided further that in the case of a settlement, the duty to indemnify and save harmless shall be conditioned upon the approval of the amount of settlement by a majority of the Members of the Agency eligible to vote thereon.

(f) Except as otherwise provided by law, the duty to indemnify and save harmless prescribed by this Section 2 shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the Member seeking indemnification.

(g) Nothing in this subdivision shall authorize the Agency to indemnify or save harmless any Member with respect to punitive or exemplary damages, fines or penalties; provided, however, that the Agency shall indemnify and save harmless its Members in the amount of any costs, attorneys' fees, damages, fines or penalties which may be imposed by reason of an adjudication that the Member, acting within the scope of the Member's public employment or duties, has, without willfulness or intent on the Member's part, violated a prior order, judgment, consent decree or stipulation of settlement entered in any court of the State or of the United States.

(h) Upon entry of a final judgment against the Member, or upon the settlement of the claim, the Member shall serve a copy of such judgment or settlement, personally or by certified or registered mail within thirty (30) days of the date of entry or settlement, upon the Chairman and the chief administrative officer of the Agency; and if not inconsistent with the provisions of this Section 2, the amount of such judgment or settlement shall be paid by the Agency.

(i) The duty to defend or indemnify and save harmless prescribed by this Section 2 shall be conditioned upon: (i) delivery by the Member to the Chairman of the Agency and the chief legal officer of the Agency or to its chief administrative officer of a written request to provide for such Member's defense together with the original or a copy of any summons, complaint, process, notice, demand or pleading within ten (10) days after the Member is served with such document, and (ii) the full cooperation of the Member in the defense of such action or

proceeding and in defense of any action or proceeding against the Agency based upon the same act or omission, and in the prosecution of any appeal.

(j) The benefits of this Section shall inure only to Members as defined in subdivision (a) of this Section 2 and shall not enlarge or diminish the rights of any other party.

(k) This Section 2 shall not in any way affect the obligation of any claimant to give notice to the Agency under Section 10 of the Court of Claims Act, Section 880 of the General Municipal Law, or any other provision of law.

(l) The Agency is hereby authorized and empowered to purchase insurance from any insurance company created by or under the laws of the State, or authorized by law to transact business in the State, against any liability imposed by the provisions of this Section 2, or to act as a self-insurer with respect thereto. The provisions of this Section 2 shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance.

(m) All payments made under the terms of this Section 2, whether for insurance or otherwise, shall be deemed to be for a public purpose and shall be audited and paid in the same manner as other public charges.

(n) Except as otherwise specifically provided in this Section 2, the provisions of this Section 2 shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity to liability available to or conferred upon any Member of the Agency by, in accordance with, or by reason of, any other provision of State or Federal statutory or common law. The benefits under this Section 2 shall supplement, and be available in addition to, defense or indemnification protection conferred by any law or enactment. This Section 2 is intended to confer upon Members of the Agency all of the benefits of Section 18 of the Public Officers Law

and to impose upon the Agency liability for costs incurred under the provisions hereof and thereof.

Section 3. Fiscal Year

The fiscal year of the Agency shall be fixed by the Members, subject to the applicable law.

Section 4. Powers of the Agency

The Agency shall have all the powers of an Industrial Development Agency authorized by Article 18-A of the General Municipal Law and shall have the power to do all things necessary or convenient to carry out its purposes and exercise the powers authorized herein.

EXHIBIT "D"

PUBLIC HEARING RESOLUTION

RESOLUTION

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as amended from time to time, the City of Syracuse Industrial Development Agency (the "**Agency**") held a meeting on the 19th day of May, 2020, at 8:00 a.m., local time, electronically which was made available via Webex at: <https://bit.ly/2LoX9Pd> (or by accessing the link on the Agency's website) and using meeting number 719 872 311 and password SIDA; or via telephone at (408) 418-9388 with access code: 719 872 311, in conjunction with the matter set forth below.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): Kathleen Murphy, Steven Thompson, Rickey T. Brown, Kenneth Kinsey, Dirk Sonneborn

THE FOLLOWING PERSONS WERE ALSO PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): Staff Present: Judith DeLaney, Susan Katzoff, Esq., John Vavonese, Lori McRobbie; Others Present: Lauryn LaBorde, Steve Frank, Wendy Lougnot, Rick Steele; Media Present: Rick Moriarty

The following resolution was offered by Kenneth Kinsey and seconded by Steven Thompson:

RESOLUTION DETERMINING THAT THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF A COMMERCIAL FACILITY AT THE REQUEST OF THE COMPANY CONSTITUTES A PROJECT; DESCRIBING THE FINANCIAL ASSISTANCE IN CONNECTION THEREWITH; AND AUTHORIZING A PUBLIC HEARING

WHEREAS, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to grant “financial assistance” (as defined in the Act) in connection with the acquisition, reconstruction and equipping of one or more “projects” (as defined in the Act); and

WHEREAS, by application dated on or about May 8, 2020 (the “**Application**”), JMA Tech Properties, LLC and Ranalli/Taylor St., LLC, or an entity to be formed (collectively, the “**Company**”), requested the Agency undertake a project (the “**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 “**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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the “**Facility**”); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the “**Equipment**” and together with the Land and the Facility, the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S.), 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, reconstruction, renovation and 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;

(B) The Project is located in a “Highly Distressed Area” as defined in Section 854(18) of the Act;

(C) 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:

	<u>AYE</u>	<u>NAY</u>
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	X	
Rickey T. Brown	X	
Dirk Sonneborn	X	

The foregoing Resolution was thereupon declared duly adopted.

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

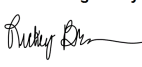
I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “Agency”) held on May 19, 2020, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that: (i) all members of the Agency had due notice of such meeting; (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), as temporarily amended by Executive Order 202.1 issued on March 12, 2020, as amended from time to time (“EO 202.1”), such meeting was open to the general public and public notice of the time and how to participate in such meeting was duly given in accordance with such Section 104 and EO 202.1; (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 6/19/2020 _____.

City of Syracuse Industrial Development Agency

DocuSigned by:


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Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "E"

SEQRA LEAD AGENCY RESOLUTION

LEAD AGENCY RESOLUTION

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as amended from time to time, the City of Syracuse Industrial Development Agency (the "**Agency**") held a meeting on the 19th day of May, 2020, at 8:00 a.m., local time, electronically which was made available via Webex at: <https://bit.ly/2LoX9Pd> (or by accessing the link on the Agency's website) and using meeting number 719 872 311 and password SIDA; or via telephone at (408) 418-9388 with access code: 719 872 311, in conjunction with the matter set forth below.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): Kathleen Murphy, Steven Thompson, Rickey T. Brown, Kenneth Kinsey, Dirk Sonneborn

THE FOLLOWING PERSONS WERE ALSO PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): Staff Present: Judith DeLaney, Susan Katzoff, Esq., John Vavonese, Lori McRobbie; Others Present: Lauryn LaBorde, Steve Frank, Wendy Lougnot, Rick Steele; Media Present: Rick Moriarty

The following resolution was offered by Kenneth Kinsey and seconded by Rickey T. Brown:

RESOLUTION CLASSIFYING A CERTAIN PROJECT AS A TYPE I ACTION AND DECLARING THE INTENT OF THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY TO BE LEAD AGENCY FOR PURPOSES OF A COORDINATED REVIEW PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT

WHEREAS, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to grant “financial assistance” (as defined in the Act) in connection with the acquisition, construction, renovation, reconstruction and equipping of one or more “projects” (as defined in the Act); and

WHEREAS, by application dated May 8, 2020 (the “*Application*”), JMA Tech Properties, LLC and Ranalli/Taylor St., LLC, or an entity to be formed (collectively, the “*Company*”), requested the Agency undertake a project (the “*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 “*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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the “*Facility*”); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S.), 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, reconstruction, renovation and equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as “*SEQRA*”), the Agency is required to make a determination whether the “action” (as said quoted term is defined in SEQRA) to be taken by the Agency may have a “significant impact on the environment” (as said quoted term is utilized in SEQRA) and the preliminary agreement of the Agency to undertake the Project constitutes such an action; and

WHEREAS, to aid the Agency in determining whether undertaking the Project may have a significant impact upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form (the “*EAF*”) with respect to the Project, a copy of which is attached here as **Exhibit A**, with a copy of the EAF on file at the office of the Agency; and

WHEREAS, the Agency has examined the EAF in order to classify the Project; and

WHEREAS, the Agency has not approved the Project or the grant of Financial Assistance to the Project; and

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

(1) Based upon an internal review of the EAF prepared by the Company, the criteria contained in 6 NYCRR §617.4(b) and 617.6, and based further upon the Agency’s knowledge of the area surrounding the Project Facility, all the representations made by the Company in connection with the Project, and such further investigation of the Project and its environmental impacts as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Project pursuant to SEQRA:

(A) The Project consists of the components described above in the third WHEREAS clause of this resolution; and

(B) The Project constitutes a “Type I Action” (as said quoted term is defined in SEQRA); and

(C) As a consequence of the foregoing, the Agency hereby declares its intent to act as Lead Agency (as said term is defined in SEQRA) with respect to a coordinated agency review of the Project pursuant to SEQRA; and

(D) The Agency’s counsel shall arrange for distribution of its notice of intent to be “Lead Agency” and is hereby authorized to take such actions as are necessary and appropriate to assist the Agency in fulfilling the requirements under SEQRA for the Project and to work with the Company in connection therewith.

(2) A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

(3) This Resolution shall take effect immediately. The 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.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	X	
Rickey T. Brown	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 May 19, 2020, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

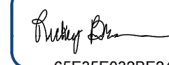
I FURTHER CERTIFY that: (i) all members of the Agency had due notice of such meeting; (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), as temporarily amended by Executive Order 202.1 issued on March 12, 2020, as amended from time to time ("**EO 202.1**"), such meeting was open to the general public and public notice of the time and how to participate in such meeting was duly given in accordance with such Section 104 and EO 202.1; (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 6/19/2020.

City of Syracuse Industrial Development Agency

DocuSigned by:



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Rickey T. Brown, Secretary

(S E A L)

EXHIBIT A

ENVIRONMENTAL ASSESSMENT FORM

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 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: JMA Tech Properties - Building Renovation & Reconstruction		
Project Location (describe, and attach a general location map): See attached property list		
Brief Description of Proposed Action (include purpose or need): Partial demolition of existing building, partial renovation of existing building to remain, and the reconstruction of a new building addition along with parking areas and streetscape improvements. Refer to SIDA Attachment #3 - Project Description		
Name of Applicant/Sponsor: JMA Tech Properties, LLC & Ranalli / Taylor St., 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): Ranalli/Taylor St., LLC		Telephone: E-Mail:
Address: PO Box 890		
City/PO: Syracuse	State: NY	Zip Code: 13209

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, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	City common council	
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City planning commission	
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Syracuse IDA	
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Planning Board	
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC Stormwater (SWPPP)	
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s):	
<u>Remediation Sites: C734144A</u>	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

C.3. Zoning

- a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?
Commercial District, & Local Business District
- b. Is the use permitted or allowed by a special or conditional use permit? Yes No
- c. Is a zoning change requested as part of the proposed action? Yes No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

- a. In what school district is the project site located? Syracuse City
- b. What police or other public protection forces serve the project site?
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)? Light Manufacturing and commercial offices
- b. a. Total acreage of the site of the proposed action? _____ 4.18 acres
b. Total acreage to be physically disturbed? _____ 2.5 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 4.18 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)
Re-subdivision to combine contiguous parcels
ii. Is a cluster/conservation layout proposed? Yes No
iii. Number of lots proposed? 3
iv. Minimum and maximum proposed lot sizes? Minimum 0.25 Maximum 2.0
- 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.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
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 _____
 ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
 iii. Approximate extent of building space to be heated or cooled: _____ 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: _____ 1500 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: _____ 1500 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 site? 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 1.2 acres (impervious surface)
 _____ Square feet or 1.2 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 below the building and then discharge at a controlled rate equal to or less existing to the stormsewer

 • 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 (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflouorocarbons (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 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7am - 7pm _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 6:30am - 6:30pm _____ • 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: _____ 20 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: _____

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	4.18	4.18	0
• 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: _____			

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

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
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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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: <ul style="list-style-type: none"> • 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Species and listing: _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, give a brief description of how the proposed action may affect that use: _____ _____	
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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
<i>ii.</i> Name: <u>1001-1005 South Salina St. 06740.003240 Historic Building Listed as Eligible</u>	
<i>iii.</i> Brief description of attributes on which listing is based:	
<u>Building is across the street from site and listed as eligible</u>	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
If Yes:	
<i>i.</i> Describe possible resource(s): _____	
<i>ii.</i> Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Identify resource: _____	
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
<i>iii.</i> Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Identify the name of the river and its designation: _____	
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

F. Additional Information

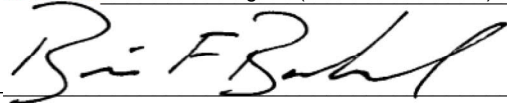
Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name CHA Consulting Inc (c/o Brian Bouchard) Date 5-11-2020

Signature  Title Project Engineer

**JMA TECH PROPERTIES, LLC and RANALLI/TAYLOR ST., 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
1022 Clinton St S	094.-04-04.0	\$126,800	65 x 132	7,200	42	JMA Tech Properties, LLC
1080-82 Clinton St S	094.-04-06.0	\$9,300	38 x 82	N/A	42	Ranalli/Taylor St., LLC
222-24 Tallman St & Clinton St S	094.-04-07.0	\$9,600	42 x 67.4	N/A	42	Ranalli/Taylor St., LLC
226 Tallman St	094.-04-08.0	\$15,100	40 x 135	N/A	42	Ranalli/Taylor St., LLC
1002-22 Salina St S & Cortland Ave	094.-20-01.0	\$16,000	150 x 166.95	N/A	42	Ranalli/Taylor St., LLC
1024-40 Salina St S & Tallman St	094.-20-02.0	\$90,000	253.84 x 193.25	N/A	42	Ranalli/Taylor St., LLC
980-82 Salina St S	094.-05-05.1	\$6,400	29.25 x 177.54	N/A	42	JMA Tech Properties, LLC
1029 Clinton St S	094.-05-05.2	\$10,500	30.5 x 115	N/A	42	JMA Tech Properties, LLC
120-154 Cortland Ave & Tallman St	094.-05-06.0	\$734,000	543.21 x 140.24	118,502	42	Ranalli/Taylor St., LLC
1051 Clinton St S	094.-05-07.0	\$32,900	27 x 84	2,352	42	JMA Tech Properties, LLC*
1049 Clinton St S	094.-05-08.1	\$13,000	39 x 115	N/A	42	JMA Tech Properties, LLC
1049 Clinton St S Rear	094.-05-08.2	\$1,100	39 x 30.8	N/A	42	JMA Tech Properties, LLC
1033 Clinton St S	094.-05-08.3	\$10,500	30.5 x 115	N/A	42	JMA Tech Properties, LLC

*This property will be transferred to Ranalli/Taylor St., LLC prior to the final SIDA closing

Project Description

(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 "**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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "**Facility**"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S.), 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, reconstruction, renovation and 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.

EXHIBIT “F”

**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

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, **NOTICE IS HEREBY GIVEN** that a public hearing, in accordance with the foregoing and pursuant to Section 859-a of the New York General Municipal Law, will be held **electronically** via Webex by the City of Syracuse Industrial Development Agency (the "Agency") on the 16th day of June, 2020, at 8:15 a.m., local time, in conjunction with the matter set forth below. **NO PUBLIC APPEARANCES WILL BE PERMITTED.** Members of the public may listen to the Public Hearing and provide comment by either logging into the Webex meeting at: <https://syrgov.webex.com/syrgov/j.php?MTID=m0b690432417d6afa7267d296ad2a1f00>, or by accessing the link on the Agency's website, using meeting number 129 787 4538 and password SLDC-SIDA *or* via telephone at (408) 418-9388, access code: 129 787 4538.

Comments may also be submitted to the Agency in writing delivered to City of Syracuse Industrial Development Agency, 201 E. Washington Street, 6th Floor, Syracuse, N.Y. 13202 Attn: Judith DeLaney **TO BE RECEIVED BY NO LATER THAN JUNE 11, 2020.** The Public may also submit comments electronically to business@syrgov.net to be **received on or before June 11, 2020.** **ANY WRITTEN COMMENTS SO RECEIVED WILL BE READ INTO THE RECORD OF THE PUBLIC HEARING.** Minutes of the Public Hearing will be transcribed and posted on the Agency's website.

The following project is the subject of this public hearing:

JMA Tech Properties, LLC and Ranalli/Taylor St., LLC, or an entity to be formed (collectively, the "Company"), requested the Agency undertake a project (the "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 "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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "Facility"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and

equipment (the “Equipment” and together with the Land and the Facility, the “Project Facility”); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S.), 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, reconstruction, renovation and equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

The Company shall be the initial owner or operator of the Project Facility.

The Agency will at the above-stated time 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 on the Agency's Website.

Dated: June 3, 2020

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

June 3, 2020

VIA EMAIL¹

Mayor@SyrGov.net

Honorable Benjamin Walsh
Mayor, City of Syracuse
City Hall
233 East Washington Street
Syracuse, New York 13202

VIA EMAIL¹

RyanMcMahon@ongov.net

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 Project

Dear Mayor and County Executive:

Enclosed herewith please find a Notice of Public Hearing in relation to the above-referenced project requested by JMA Tech Properties, LLC and Ranalli/Taylor St., LLC, or an entity to be formed (collectively, the "**Company**"). The proposed project (the "**Project**") consists 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 "**Land**"); (ii) the demolition of the Wastewater Building, the Gabriel

¹ During the declared public emergency at both the State and local level caused by the COVID-19 virus, we have opted to email this notice for the safety of our staff and the general public. Once we have resumed normal working conditions, we will return to our prior method of mailing such notices.



Honorable Benjamin Walsh
Honorable J. Ryan McMahan, II
June 3, 2020
Page 2

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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "**Facility**"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S.), 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, reconstruction, renovation and 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 **June 16, 2020 at 8:15 a.m.** in the manner outlined in the enclosed Public Hearing Notice.

Very truly yours,

/s/ Susan R. Katzoff

Susan R. Katzoff

SRK/Ilm
Enclosure

cc: Judy DeLaney, City of Syracuse Industrial Development Agency, via email
(w/Enclosure)

NOTICE OF PUBLIC HEARING

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, **NOTICE IS HEREBY GIVEN** that a public hearing, in accordance with the foregoing and pursuant to Section 859-a of the New York General Municipal Law, will be held **electronically** via Webex by the City of Syracuse Industrial Development Agency (the "Agency") on the 16th day of June, 2020, at 8:15 a.m., local time, in conjunction with the matter set forth below. **NO PUBLIC APPEARANCES WILL BE PERMITTED.** Members of the public may listen to the Public Hearing and provide comment by either logging into the Webex meeting at: <https://syrgov.webex.com/syrgov/j.php?MTID=m0b690432417d6afa7267d296ad2a1f00>, or by accessing the link on the Agency's website, using meeting number 129 787 4538 and password SLDC-SIDA *or* via telephone at (408) 418-9388, access code: 129 787 4538.

Comments may also be submitted to the Agency in writing delivered to City of Syracuse Industrial Development Agency, 201 E. Washington Street, 6th Floor, Syracuse, N.Y. 13202 Attn: Judith DeLaney **TO BE RECEIVED BY NO LATER THAN JUNE 11, 2020.** The Public may also submit comments electronically to business@syrgov.net to be **received on or before June 11, 2020.** **ANY WRITTEN COMMENTS SO RECEIVED WILL BE READ INTO THE RECORD OF THE PUBLIC HEARING.** Minutes of the Public Hearing will be transcribed and posted on the Agency's website.

The following project is the subject of this public hearing:

JMA Tech Properties, LLC and Ranalli/Taylor St., LLC, or an entity to be formed (collectively, the "Company"), requested the Agency undertake a project (the "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 "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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "Facility"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and

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The Company shall be the initial owner or operator of the Project Facility.

The Agency will at the above-stated time 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 on the Agency's Website.

Dated: June 3, 2020

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

THE POST-STANDARD

LEGAL AFFIDAVIT

INV#: 0009628053



BOUSQUET HOLSTEIN PLLC
KAREN KELLER
110 W FAYETTE ST STE 1000
SYRACUSE, NY 13202

Sales Rep: Pamela Gallagher

Name: BOUSQUET HOLSTEIN PLLC

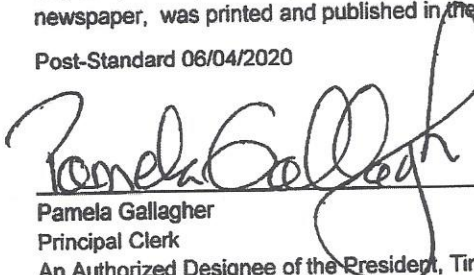
Account Number: 12145

INV#: 0009628053

Date	Position	Description	P.O. Number	Ad Size
06/04/2020	Other Legals NY	NOTICE OF PUBLIC HEARING As a result of the public health	C2147L.00035	1 x 236.00 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 06/04/2020



Pamela Gallagher
Principal Clerk
An Authorized Designee of the President, Timothy R. Kennedy
Subscribed and sworn to before me, this 4th day of June 2020



NOTARY PUBLIC

LOIS ROTCHFORD
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RO6395132
Qualified in Onondaga County
My Commission Expires 7/02/2023

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
PLEASE CONTACT PAMELA GALLAGHER AT
(315) 470-2051 OR Legals@syracuse.com

Date	Position	Description	P.O. Number	Ad Size
06/04/2020	Other Legals NY	NOTICE OF PUBLIC HEARING As a result of the public health emergency	C2147L.00035	1 x 236.00 CL

NOTICE OF PUBLIC HEARING As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, NOTICE IS HEREBY GIVEN that a public hearing, in accordance with the foregoing and pursuant to Section 859-a of the New York General Municipal Law, will be held electronically via Webex by the City of Syracuse Industrial Development Agency (the "Agency") on the 16th day of June, 2020, at 8:15 a.m., local time, in conjunction with the matter set forth below. **NO PUBLIC APPEARANCES WILL BE PERMITTED.** Members of the public may listen to the Public Hearing and provide comment by either logging into the Webex meeting at: <https://syr.gov.webex.com/syr.gov/j.php?MTID=m0b690432417d6afa7267d296ad2a1f00>, or by accessing the link on the Agency's website, using meeting number 129 787 4538 and password SLDC-SIDA or via telephone at (408) 418-9388, access code: 129 787 4538. Comments may also be submitted to the Agency in writing delivered to City of Syracuse Industrial Development Agency, 201 E. Washington Street, 6th Floor, Syracuse, N.Y. 13202 Attn: Judith DeLaney TO BE RECEIVED BY NO LATER THAN JUNE 11, 2020. The Public may also submit comments electronically to busines@syrgov.net to be received on or before June 11, 2020. **ANY WRITTEN COMMENTS SO RECEIVED WILL BE**

SO RECEIVED WILL BE READ INTO THE RECORD OF THE PUBLIC HEARING. Minutes of the Public Hearing will be transcribed and posted on the Agency's website. The following project is the subject of this public hearing: JMA Tech Properties, LLC and Ranalli/Taylor St., LLC, or an entity to be formed (collectively, the "Company"), requested the Agency undertake a project (the "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 "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

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submit to a bill of sale from the Company to the Agency, and the sublease of the Project Facility back to the Company pursuant to a sublease agreement. The Company shall be the initial owner or operator of the Project Facility. The Agency will at the above-stated time 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 on the Agency's Website. Dated: June 3, 2020 CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

EXHIBIT "G"

SEQRA RESOLUTION

SEQRA RESOLUTION

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as amended from time to time, the City of Syracuse Industrial Development Agency (the "**Agency**") held a meeting on the 16th day of June, 2020, at 8:15 a.m., local time, electronically which was made available via Webex at: <https://syrgov.webex.com/syrgov/j.php?MTID=m0b690432417d6afa7267d296ad2a1f00> (or by accessing the link on the Agency's website) and using meeting number 129 787 4538 and password SLDC-SIDA; or via telephone at (408) 418-9388 with access code: 129 787 4538, in conjunction with the matter set forth below.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): Kathleen Murphy, Steven Thompson, Kenneth Kinsey, Rickey T. Brown

ABSENT: Dirk Sonneborn

THE FOLLOWING PERSONS WERE ALSO PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): **Staff Present:** Judith DeLaney, Susan Katzoff, Esq., John Vavonese, Lori McRobbie; **Others Present:** Jennifer Tiffit, Gail Cawley, Katherine Maguire, Esq., Wendy Loughnot, Esq., Sarah Stevens, Lauryn LaBorde, Richard Engel, Esq., John Snyder, Todd Reid, Shanelle Reid

The following resolution was offered by Kenneth Kinsey and seconded by Steven Thompson:

RESOLUTION DETERMINING THAT THE UNDERTAKING OF A CERTAIN PROJECT AT THE REQUEST OF JMA TECH PROPERTIES, LLC AND RANALLI/TAYLOR ST., LLC WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT

WHEREAS, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, JMA Tech Properties, LLC and Ranalli/Taylor St., LLC, or an entity to be formed (collectively, the “**Company**”), by application dated May 8, 2020 (the “**Application**”), requested the Agency undertake a project (the “**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 “**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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the “**Facility**”); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the “**Equipment**” and together with the Land and the Facility, the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S.), 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, reconstruction, renovation and equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, pursuant to State Environmental Quality Review Act and the regulations promulgated thereunder (“**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 a project and grant of financial assistance constitute such an action; and

WHEREAS, to aid the Agency in determining whether undertaking the Project may have a significant impact upon the environment, the Company has prepared and submitted to the Agency Part 1 of an Environmental Assessment Form (the “**EAF**”) with respect to the Project, a copy of which is attached hereto as **Exhibit "A"** and on file at the office of the Agency; and

WHEREAS, the Agency examined the EAF in order to classify the Project; and

WHEREAS, by resolution adopted May 19, 2020, the Agency classified the Project as a Type 1 Action and declared the intent of the Agency to be "lead agency" (as defined by SEQRA) for the purposes of a conducting a coordinated environmental review pursuant to SEQRA; and

WHEREAS, by letter dated May 20, 2020, notice was given to each "involved agency" (as defined by SEQRA) identified by the Company of the Agency's declaration to act as lead agency and consent to such declaration has been received from each such involved agency; and

WHEREAS, as a result of its careful review and examination of the Project, the Agency finds that, on balance, and after careful consideration of all relevant Project documentation, it has more than adequate information to evaluate as required by SEQRA all of the relevant benefits and potential impacts of the Project; and

WHEREAS, the Agency has prepared Parts 2 and 3 of the EAF with respect to the Project, a copy of which is attached hereto as **Exhibit "B"** and made a part hereof, that summarize its consideration of potential impacts in accordance with SEQRA; and

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

(1) Based upon an examination of the EAF prepared and other information furnished by the Company, the criteria contained in 6 NYCRR §617.7(c), and based further upon the Agency's knowledge of the area surrounding the Project Facility, all the representations made by the Company in connection with the Project, and such further investigation of the Project and its environmental effects as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Project pursuant to SEQRA:

(a) The Project consists of the components described above in the second WHEREAS clause of this Resolution and constitutes a "project" as such term is defined in the Act;

(b) The Project constitutes a Type 1 Action;

(c) The Agency declared itself lead agency with respect to a coordinated review of the Project pursuant to SEQRA;

(d) The Project will not have a significant effect on the environment, and the Agency will not require the preparation of an Environmental Impact Statement with respect to the Project; and

(e) As a consequence of the foregoing, the Executive Director of the Agency is hereby authorized to execute and cause publication of and distribution of this negative declaration in accordance with SEQRA.

(2) A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

(3) The Secretary of the Agency is hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	X	
Rickey T. Brown	X	

The foregoing resolution was thereupon declared duly adopted.

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

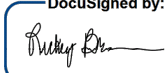
I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “**Agency**”) held on June 16, 2020, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that: (i) all members of the Agency had due notice of such meeting; (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), as temporarily amended by Executive Order 202.1 issued on March 12, 2020, as amended from time to time (“**EO 202.1**”), such meeting was open to the general public and public notice of the time and how to participate in such meeting was duly given in accordance with such Section 104 and EO 202.1; (iii) the meeting was in all respects duly held; and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency on 7/10/2020.

City of Syracuse Industrial Development Agency

DocuSigned by:

05E35E032BE24D9...
Rickey Brown, Secretary

(S E A L)

EXHIBIT "A"
PART 1 OF FULL EAF

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 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: JMA Tech Properties - Building Renovation & Reconstruction		
Project Location (describe, and attach a general location map): See attached property list		
Brief Description of Proposed Action (include purpose or need): Partial demolition of existing building, partial renovation of existing building to remain, and the reconstruction of a new building addition along with parking areas and streetscape improvements. Refer to SIDA Attachment #3 - Project Description		
Name of Applicant/Sponsor: JMA Tech Properties, LLC & Ranalli / Taylor St., 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): Ranalli/Taylor St., LLC		Telephone: E-Mail:
Address: PO Box 890		
City/PO: Syracuse	State: NY	Zip Code: 13209

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, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	City common council	
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City planning commission	
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Syracuse IDA	
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Planning Board	
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC Stormwater (SWPPP)	
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s):	
<u>Remediation Sites: C734144A</u>	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

C.3. Zoning

- a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?
Commercial District, & Local Business District
- b. Is the use permitted or allowed by a special or conditional use permit? Yes No
- c. Is a zoning change requested as part of the proposed action? Yes No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

- a. In what school district is the project site located? Syracuse City
- b. What police or other public protection forces serve the project site?
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)? Light Manufacturing and commercial offices
- b. a. Total acreage of the site of the proposed action? _____ 4.18 acres
b. Total acreage to be physically disturbed? _____ 2.5 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 4.18 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)
Re-subdivision to combine contiguous parcels
ii. Is a cluster/conservation layout proposed? Yes No
iii. Number of lots proposed? 3
iv. Minimum and maximum proposed lot sizes? Minimum 0.25 Maximum 2.0
- 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.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
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: 44.5 height; 133 width; and 375 length
- iii. Approximate extent of building space to be heated or cooled: 165,000 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? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) Yes No

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: _____ 1500 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: _____ 1500 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 site? 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 1.2 acres (impervious surface)
 _____ Square feet or 1.2 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 below the building and then discharge at a controlled rate equal to or less existing to the stormsewer

 • 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 (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflouorocarbons (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 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7am - 7pm _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 6:30am - 6:30pm _____ • 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: _____ 20 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: _____

b. Land uses and coverytypes on the project site.

Land use or Coverytype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	4.18	4.18	0
• 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: _____			

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

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
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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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: <ul style="list-style-type: none"> • 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Species and listing: _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, give a brief description of how the proposed action may affect that use: _____ _____	
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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
<i>ii.</i> Name: <u>1001-1005 South Salina St. 06740.003240 Historic Building Listed as Eligible</u>	
<i>iii.</i> Brief description of attributes on which listing is based: <u>Building is across the street from site and listed as eligible</u>	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
If Yes:	
<i>i.</i> Describe possible resource(s): _____	
<i>ii.</i> Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Identify resource: _____	
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
<i>iii.</i> Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Identify the name of the river and its designation: _____	
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

F. Additional Information

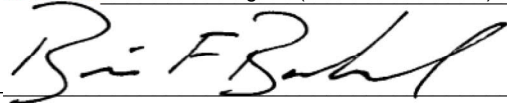
Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name CHA Consulting Inc (c/o Brian Bouchard) Date 5-11-2020

Signature  Title Project Engineer

**JMA TECH PROPERTIES, LLC and RANALLI/TAYLOR ST., 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
1022 Clinton St S	094.-04-04.0	\$126,800	65 x 132	7,200	42	JMA Tech Properties, LLC
1080-82 Clinton St S	094.-04-06.0	\$9,300	38 x 82	N/A	42	Ranalli/Taylor St., LLC
222-24 Tallman St & Clinton St S	094.-04-07.0	\$9,600	42 x 67.4	N/A	42	Ranalli/Taylor St., LLC
226 Tallman St	094.-04-08.0	\$15,100	40 x 135	N/A	42	Ranalli/Taylor St., LLC
1002-22 Salina St S & Cortland Ave	094.-20-01.0	\$16,000	150 x 166.95	N/A	42	Ranalli/Taylor St., LLC
1024-40 Salina St S & Tallman St	094.-20-02.0	\$90,000	253.84 x 193.25	N/A	42	Ranalli/Taylor St., LLC
980-82 Salina St S	094.-05-05.1	\$6,400	29.25 x 177.54	N/A	42	JMA Tech Properties, LLC
1029 Clinton St S	094.-05-05.2	\$10,500	30.5 x 115	N/A	42	JMA Tech Properties, LLC
120-154 Cortland Ave & Tallman St	094.-05-06.0	\$734,000	543.21 x 140.24	118,502	42	Ranalli/Taylor St., LLC
1051 Clinton St S	094.-05-07.0	\$32,900	27 x 84	2,352	42	JMA Tech Properties, LLC*
1049 Clinton St S	094.-05-08.1	\$13,000	39 x 115	N/A	42	JMA Tech Properties, LLC
1049 Clinton St S Rear	094.-05-08.2	\$1,100	39 x 30.8	N/A	42	JMA Tech Properties, LLC
1033 Clinton St S	094.-05-08.3	\$10,500	30.5 x 115	N/A	42	JMA Tech Properties, LLC

*This property will be transferred to Ranalli/Taylor St., LLC prior to the final SIDA closing

Project Description

(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 "**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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "**Facility**"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S.), 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, reconstruction, renovation and 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.

EXHIBIT “B”

PARTS 2 AND 3 OF FULL EAF AND NARRATIVE

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Project :

Date :

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land			
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)		<input type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater
 The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. NO YES
 (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)
If “Yes”, answer questions a - h. If “No”, move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding
 The proposed action may result in development on lands subject to flooding. NO YES
 (See Part 1. E.2)
If “Yes”, answer questions a - g. If “No”, move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air			
The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals			
The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)		<input type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>				<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>		
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>		
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>		
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>		
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>		

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>				<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on 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	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>		

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered “Moderate to large impact may occur”, continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property’s setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation			
The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas			
The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation The proposed action may result in a change to existing transportation systems. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.j) <i>If "Yes", answer questions a - f. If "No", go to Section 14.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy The proposed action may cause an increase in the use of any form of energy. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.k) <i>If "Yes", answer questions a - e. If "No", go to Section 15.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light The proposed action may result in an increase in noise, odors, or outdoor lighting. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.m., n., and o.) <i>If "Yes", answer questions a - f. If "No", go to Section 16.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health			
The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) <i>If "Yes", answer questions a - m. If "No", go to Section 17.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

17. Consistency with Community Plans			
The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If “Yes”, answer questions a - h. If “No”, go to Section 18.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action’s land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character			
The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If “Yes”, answer questions a - g. If “No”, proceed to Part 3.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

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.

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 _____ 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:

Name of Lead Agency:

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person:

Address:

Telephone Number:

E-mail:

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

City of Syracuse Industrial Development Agency
JMA Tech Properties, LLC Project
FEAF Part 3 – Additional Information

By application dated May 8, 2020, JMA Tech Properties, LLC and Ranalli/Taylor St., LLC, or an entity to be formed (collectively, the “*Company*”), requested the Agency undertake a project (the “*Project*”) consisting of:

(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 in the City of Syracuse, New York (collectively, the “*Land*”):

<u>Address</u>	<u>Tax Parcel ID#</u>
120-154 Cortland Ave & Tallman St (improved by an approximately 119,000 sq. ft. building the " <i>Coyne Building</i> ")	094.-05-06.0
1051 Clinton St S (improved by an approximately 2,352 sq. ft. building the " <i>Wastewater Building</i> ")	094.-05-07.0
1022 Clinton St S (improved by an approximately 7,200 sq. ft. building the " <i>Gabriel Building</i> ")	094.-04-04.0
1080-82 Clinton St S	094.-04-06.0
222-24 Tallman St & Clinton St S	094.-04-07.0
226 Tallman St	094.-04-08.0
1002-22 Salina St S & Cortland Ave	094.-20-01.0
1024-40 Salina St S & Tallman St	094.-20-02.0
980-82 Salina St S	094.-05-05.1
1029 Clinton St S	094.-05-05.2
1049 Clinton St S	094.-05-08.1
1049 Clinton St S Rear	094.-05-08.2
1033 Clinton St S	094.-05-08.3;

(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 Land;

(iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "*Facility*"); and

(v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”).

FEAF Part 3 – Additional Information (cont.)

1.) Impact on land – The proposed Project will have a small impact on land. The total Project area involves the ground disturbance of approximately 2.5 acres.

Excavation of soil will be required for the construction of the Project as a result of the parking area improvements. History of contamination on site will require work be done consistent with New York State Department of Environmental Conservation (NYSDEC) requirements. Excavated materials will remain onsite. In the event contaminated soils are encountered, these soils will be handled in accordance with federal, state, and local regulations.

Lastly, the duration of the Project is estimated at 11-months. Construction activities typically result in potential impacts associated with traffic, dust, stormwater, and noise. These potential impacts are minimized as a result of the following measures:

- The Company will be required to implement a maintenance and protection of traffic plan for use during construction. The plan will be reviewed and approved by the City of Syracuse.
- The Company will be required to implement best management practices for dust control.
- Stormwater impacts will be addressed by implementation of erosion and sediment controls during construction.
- The proposed Project will cause a temporary increase in ambient noise levels from the operation of construction equipment. Measures to minimize noise impacts during construction will include adherence to local ordinances for working hours and inspection of equipment for proper muffling.

As such, the impact on land associated with the Project is not considered a significant environmental impact.

2.) Impact on geological features – The Project site does not contain known unique or unusual land forms (e.g. cliffs, dunes, minerals, fossils, caves). No impact to significant geological features will occur because of the proposed Project.

3.) Impacts on surface water – The Project will not involve impacts to surface waters. There are no surface waters within the Project footprint. Potential impacts to nearby surface waters from construction will be avoided by implementation of appropriate soil erosion and sediment controls.

4.) Impact on groundwater – The Project is not located within the footprint of a sole source, or primary aquifer, however the site does overly a principal aquifer. NYSDEC defines principal aquifers as “aquifers known to be highly productive or whose geology suggests abundant potential water supply, but which are not intensively used as sources of water supply by major municipal systems at the present time.”

The Project does not involve use or disposal of hazardous materials, or the bulk storage of petroleum or chemical products that could potentially contaminate local groundwater supplies. In addition, no change in drainage patterns, or increase in impervious surfaces is anticipated as a result of the Project. Therefore, no significant impact to the local aquifer is expected to occur as a result of the Project.

5.) Impact on flooding – The proposed Project is located within the regulated 100-year floodplain. Project activities will be coordinated with the City of Syracuse. The City of Syracuse is a member of the National Flood Insurance Program and structures located in the flood zone must comply with the local flood ordinance. In addition, the City of Syracuse is designated as the FEMA flood management agency for this

FEAF Part 3 – Additional Information (cont.)

area and regulates construction within the designated floodplains. City of Syracuse Ordinance 17 deals with flood damage prevention and includes design criteria aimed at preventing flood damage to structures. As part of the permitting process, the City will review building plans for the Project and require that the Company incorporate appropriate floodplain mitigation requirements into the design. The Project's exterior work involves a reconditioning of existing parking lots, sidewalks, and similar features. Grade changes are not proposed. Given the City permitting process and that the Project involves a renovation/reconstruction and demolition of existing structures and reconditioning parking lots, sidewalks and similar features, no significant impacts to the floodplain are anticipated.

6.) *Impacts on air* – The U. S. Environmental Protection Act (USEPA), through the federal Clean Air Act (CAA), has established National Ambient Air Quality Standards (NAAQS) for six criteria pollutants: carbon monoxide (CO), sulfur dioxide (SO₂), nitrogen dioxide (NO₂), particulate matter (PM₁₀ and PM_{2.5}), ozone, and lead. An area that violates a national primary or secondary NAAQS for one or more of the USEPA designated criteria pollutants is referred to as non-attainment. A maintenance area is one that has previously been in violation of the NAAQS but has since implemented an avoidance plan and has had no additional violations over an extended period of time.

The Project is located in Onondaga County. According to the USEPA Green Book (current as of February 28, 2019), Onondaga County is currently in attainment for all criteria pollutants, except CO, which is listed as "maintenance". Based on a detailed review of the Green Book, Onondaga County was designated as a CO non-attainment area until 1992. Since 1993, the County has been in compliance (i.e., maintenance area) with the NAAQS for all criteria pollutants, including CO. An area that has remained in compliance with the NAAQS for an extended period of time is re-designated as "attainment".

According to both the NYSDEC and USEPA, Onondaga County is in full attainment with the CO NAAQS. Specifically, Onondaga County was designated as a maintenance area in 1993 and has not had any violations of the NAAQS since that time. NYSDEC met the requirements specified in two Maintenance Plans, each lasting a period of ten years. Therefore, the 20-year maintenance period is over and NYSDEC has met its obligations; Onondaga County is in attainment with the CO NAAQS.

Air emission sources require consistency with State and federal air quality standards. The New York air permitting program regulates sources of air pollution. The program is required under provisions set forth in the CAA and New York State regulation (6 NYCRR Part 201). NYSDEC Division of Air Resources administers the air program. The proposed Project does not include equipment that requires registration or permitting from New York State's air program.

7.) *Impacts on plants and animals* – The proposed Project is located in an urban environment. Habitat availability is limited; wildlife occupying the existing Project space are likely to re-occupy it after construction. No habitat exists for species considered rare, threatened, or endangered by federal or state regulations. No significant impact to plants and animals will occur as a result of the Project.

8.) *Impacts on agricultural resources* – The Project is not located in a New York State Agricultural District. No farmland soils occur within the proposed limits of disturbance. No significant impacts to agricultural resources will occur.

FEAF Part 3 – Additional Information (cont.)

9.) *Impacts on aesthetic resources* – The Project site does not contain, and is not located adjacent to, identified scenic/aesthetic resources. There are no officially designated federal, state, or local scenic or aesthetic resources within the vicinity of the property.

10.) *Impacts on historical and archeological resources* – The State Historic Preservation Office (SHPO) has conducted a review consistent with Section 106 of the National Historic Preservation Act of 1966. IN a letter dated June 3, 2020, the SHPO indicates that the project will result in no significant impacts to historic properties including archeological and/or historic resources.

11.) *Impacts on open space and recreation* – The proposed action will not result in a loss of recreational opportunities, and/or open space. There are no existing recreational opportunities on-site, and the site is not located in a designated municipal open space plan.

12.) *Impacts on critical environmental areas* – No designated critical environmental areas occur within or immediately adjacent to the Project site. The current action will not involve impacts to designated critical environmental areas.

13.) *Impacts on transportation* – The proposed Project is not anticipated to involve a significant increase in existing traffic levels. Based on public information available to the Agency, the former occupant of the Coyne Building, Coyne Textile Services, employed a similar number of personnel as expected by the Company to be employed at the proposed Project. Based on the Company's application to the Agency, the Company anticipates the Project will result in approximately 100 employees, which is the approximate number of employees previously employed by Coyne Textile Services at the Project site. Minimal truck traffic is anticipated as a result of deliveries as well. Based on the NYSDEC guidelines, it is assumed that projects generating fewer than 100 peak hour vehicle trips per hour will not result in significant increases in traffic. The proposed site is producing approximately the same number of trips as the previous facility, therefore no or a minimal net increase in traffic is expected as a result of the Project. Further, even if the prior operations of Coyne Textile Services and its number of employees were disregarded, to meet the 100-vehicle trip threshold, all employees of the proposed Project would need to enter/exit during the same peak hour, which is unlikely.

14.) *Impacts on energy* – Electricity and natural gas in the Project location are supplied by National Grid. Water will be provided by the City of Syracuse's water system. Sewer service will be provided by the City of Syracuse and treated at the Metropolitan Syracuse Wastewater Treatment Plant.

Operation of the Project will result in increased use of electricity, natural gas, and/or water resources as well as increased discharge of wastewater into the sewer collection and treatment system. The Company has coordinated with the local utility providers regarding supply and availability of necessary services. Operation of the facility is not expected to exceed available natural resource or future energy supplies.

Additionally, construction and/or operation of the facilities would not involve a need for unusual materials or those in short supply. As with any construction project, there will be short-term increases in electrical and gasoline usage to power construction equipment and for worker travel.

FEAF Part 3 – Additional Information (cont.)

15.) Impacts on noise, odor, and light

Noise - The proposed Project will cause a temporary increase in ambient noise levels from the operation of construction equipment. Measures to minimize noise impacts during construction will include adherence to local ordinances for working hours and inspection of equipment for proper muffling. Noise levels will generally return to pre-construction levels following completion of the Project.

Odors - The proposed Project will not cause an increase in odors.

Light –Lighting will not impact adjacent properties and will be dark sky compliant. Parking lot fixtures will comply with City of Syracuse regulations.

16.) Impact on Human Health – The proposed Project will not result in an impact to human health from exposure to new or existing sources of contaminants.

A Limited Hazardous Materials Pre-Renovations Survey dated December 2019 was prepared by Arctic Enterprises, Inc. and furnished to the Agency. The existing structure contains asbestos-containing materials, and lead-based paint as identified in the aforementioned survey. The report indicates that the sampling was representative in nature, and additional sampling and analysis will be required based on the final scope of the Project. In addition, demolition and renovation activities, included necessary abatement, will be conducted consistent with New York State Code Rule 56, and additional local, state, and federal requirements. Consistency with applicable regulations limits the potential for construction workers and the public’s exposure to harmful contaminants.

Three parcels within the overall acquisition area (including the location of the Coyne Building) are also under remediation as part of the NYSDEC Brownfield Cleanup Program (BCP). According to the NYSDEC, the goal of the BCP is to encourage private cleanups of sites and to promote their redevelopment. Based on information provided by the Company to the Agency, the following has been completed to date:

- Citizen Participation Plan (CHA, October 2017), approved by NYSDEC
- Remedial Investigation Work Plan (CHA, October 2017), approved by NYSDEC February 2018
- Remedial Investigation occurred in April 2018 and included:
 - Soil borings and subsurface sample collection
 - Surface soil sample collection
 - Installation of permanent groundwater monitoring wells
 - Collection of groundwater samples
 - Delineation of on-site contamination
- Remedial Investigation Report (CHA, February 2019) approved by NYSDEC March 2019
 - Identified four major areas of concern: (1) Office vapor, (2) Warehouse vapor, (3) Underground Storage Tank (UST) Source Area, and (4) Groundwater
- Office Vapor Mitigation Interim Remedial Measure (CHA, June 2019) approved by NYSDEC June 2019
- Contaminant Source Removal Interim Remedial Measure Work Plan (CHA, June 2019) approved by NYSDEC June 2019

FEAF Part 3 – Additional Information (cont.)

- Removal of soil and underground storage tanks – Remedial activities completed June and July 2019
- Construction Completion Report for the Source Removal IRM work (CHA, October 2019) approved by NYSDEC October 2019

Renovation and demolition activities will be completed consistent with NYSDEC requirements.

NYSDEC Spill #1908028 occurs adjacent to the Project footprint. This spill was identified during environmental due diligence activities for the Project and surrounding sites. JMA acquired the property (1054 South Clinton Street) and will clean the spill to NYSDEC standards.

The properties associated with the Project are former industrial sites with a long history of contamination. Due diligence with respect to the identification of contamination has occurred as evidenced by the aforementioned studies/actions. The proposed Project will continue consistent with local, state, and federal requirements. This includes continued coordination with the NYSDEC who provides oversight to SPILLS and the BCP program.

The Project operation does not use or produce materials considered hazardous substances, and therefore will not create a condition increasing the adjacent public's exposure to harmful chemicals.

17.) Consistency with community plans – The action will not result in population growth in the City of Syracuse that exceeds 5%, or in increasing density that will impact existing infrastructure. The Project does not require a change in zoning. Since the Project requires resubdivision approval, Project activities will continue to be coordinated with the City of Syracuse Planning Commission in order to ensure consistency with local zoning and land use requirements. This may include minor changes to the proposed Project. It is not anticipated that minor deviations that are required during the City of Syracuse Planning Commission review will necessitate changes to information contained herein. Given that material consistency with the City's requirements is expected, no significant impacts associated with community plans are anticipated.

In summary, the proposed Project will not result in the following:

- An increase in population within the City of Syracuse.
- A change in zoning or existing land use plans.
- A change in the density of development that would exceed the capacity of existing infrastructure.
- Induced socioeconomic impacts from residential or commercial development.

18.) Consistency with community character – The proposed action is consistent with the existing community character as described below:

- The Project is located in an area with buildings of similar size and function.
- The Project will not result in any impacts to historic structures.
- It will not significantly increase the need for schools, parks, roads, infrastructure.
- It will not result in a significant increase in the need for emergency services.
- It will not result in any displacement of housing will occur.



**Parks, Recreation,
and Historic Preservation**

ANDREW M. CUOMO
Governor

ERIK KULLESEID
Commissioner

June 03, 2020

Jean Everett
Attorney
Bousquet Holstein, PLLC
62 William Street
3rd Floor
New York, NY 13202

Re: IDA
JMA Tech Properties, LLC
120 Cortland Ave, City of Syracuse, Onondaga County, Syracuse, NY 13202
20PR03261

Dear Jean Everett:

Thank you for requesting the comments of the State Historic Preservation Office (SHPO). We have reviewed the project in accordance with Section 106 of the National Historic Preservation Act of 1966. These comments are those of the SHPO and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the National Environmental Policy Act and/or the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8).

Based upon this review, it is the opinion of the New York SHPO that no historic properties, including archaeological and/or historic resources, will be affected by this undertaking.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above.

Sincerely,

R. Daniel Mackay

Deputy State Historic Preservation Officer
Division for Historic Preservation

EXHIBIT “H”

INDUCEMENT RESOLUTION

INDUCEMENT RESOLUTION

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as amended from time to time, the City of Syracuse Industrial Development Agency (the "**Agency**") held a meeting on the 16th day of June, 2020, at 8:15 a.m., local time, electronically which was made available via Webex at: <https://syrgov.webex.com/syrgov/j.php?MTID=m0b690432417d6afa7267d296ad2a1f00> (or by accessing the link on the Agency's website) and using meeting number 129 787 4538 and password SLDC-SIDA; or via telephone at (408) 418-9388 with access code: 129 787 4538, in conjunction with the matter set forth below.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): Kathleen Murphy, Steven Thompson, Kenneth Kinsey, Rickey T. Brown

ABSENT: Dirk Sonneborn

THE FOLLOWING PERSONS WERE ALSO PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): **Staff Present:** Judith DeLaney, Susan Katzoff, Esq., John Vavonese, Lori McRobbie; **Others Present:** Jennifer Tiftt, Gail Cawley, Katherine Maguire, Esq., Wendy Lougnot, Esq., Sarah Stevens, Lauryn LaBorde, Richard Engel, Esq., John Snyder, Todd Reid, Shanelle Reid

The following resolution was offered by Steven Thompson and seconded by Kenneth Kinsey:

RESOLUTION AUTHORIZING THE UNDERTAKING, ACQUISITION, CONSTRUCTION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF A PROJECT; APPOINTING THE COMPANY AS AGENT OF THE AGENCY FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF THE PROJECT; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE AGENCY AND THE COMPANY

WHEREAS, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the

State of New York, as amended from time to time (collectively, the “*Act*”) to promote, develop, encourage and assist in the acquiring, constructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, 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, on January 21, 2020, the Agency, at the request of JMA Tech Properties, LLC, 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 “*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 reconstruction and renovation of the Coyne Building and the Wastewater Building to be used as a new campus to develop, manufacture, test and showcase 5G technology, including but not limited to, the leveling of floors, the removal of part of the second floor to accommodate high rack storage space on a portion of the first floor, the removal and reconstruction of various support columns, new lighting, signage, windows, paint, ceilings, floors, doors and the reconstruction of offices, meeting and training spaces, conference rooms, an employee cafeteria and locker room, storage, restrooms, shipping/receiving bays, a customer showcase and demonstration area, workstations and server areas, all located on the Original Land; and the demolition of the Gabriel Building to be used, along with the balance of parcels comprising the Original Land as surface parking to serve the renovated Coyne Building and Wastewater Building (all of the foregoing, collectively the “*Original Facility*”) (iii) 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 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, 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, thereafter, pursuant to a supplemental and amended application dated May 8, 2020 (the "Application") JMA Tech Properties, LLC and Ranalli/Taylor St., LLC, or an entity to be formed (collectively, the "**Company**"), advised the Agency of certain amendments to the Original Project and requested the Agency approve and undertake the revised project in place of the Original Project (the "**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 "**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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "**Facility**"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S.), 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, reconstruction, renovation and equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Agency adopted a resolution on May 19, 2020 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 June 16, 2020 pursuant to Section 859-a of the Act, notice of which was published on June 4, 2020, 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 June 3, 2020; 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, a resolution was adopted May 19, 2020 (the “**SEQRA Lead Agency Resolution**”) classifying the Project as a Type 1 Action and declaring the intent of the Agency to be lead agency for the purposes of a coordinated review pursuant to SEQRA; and

WHEREAS, by letter dated May 20, 2020 notice was given to each “involved agency” (as defined by SEQRA) identified by the Company of the Agency’s declaration to act as lead agency and the Agency has received consent of all involved agencies to act as lead agent; and

WHEREAS, by resolution adopted June 16, 2020 (the “**SEQRA Resolution**”), the Agency determined that the Project will not have a significant effect on the environment; and

WHEREAS, the Agency has considered the policy, purposes and requirements of the Act in making its determinations with respect to taking official action regarding the Project; and

WHEREAS, the Agency has given due consideration to the Application and to representations by the Company that the provision of Financial Assistance: (i) will induce the Company to develop the Project Facility in the City of Syracuse (the “**City**”); (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; and (iii) the Project will serve the purposes of the Act by advancing job opportunities and the economic welfare of the people of the State and the City and improve their standard of living.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

Section 1. It is the policy of the State to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

Section 2. Based upon the representations and projections made by the Company to the Agency, the Agency hereby and makes the following determinations:

- (A) Ratifies the findings in its SEQRA Resolution;
- (B) 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, reconstruct, renovate, equip and complete the Project Facility in the City, and will serve the purposes of the Act by, among other things, advancing job opportunities, the standard of living and economic welfare of the inhabitants of the City;

(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 real property taxes, State and local sales and use taxes and mortgage recording taxes, and the appointment of the Company as agent of the Agency as further set forth herein.

Section 3. As a condition of 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) a project agreement in substantially the same form used by the Agency in similar transactions (the “***Project Agreement***”); (ii) an agreement with the Agency setting forth the preliminary undertakings of the Agency and the Company with respect to the Project, the form and substance of the agreement is attached hereto as **Exhibit “A”** (the “***Agreement***”); and (iii) the Lease Documents (as defined herein). The Chair, Vice Chair or Executive Director of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the Project Agreement, the Agreement and the Lease Documents (as defined herein), 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 Project Agreement, the 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, the Company and its designees, are appointed the true and lawful agent of the Agency to proceed with the construction, reconstruction, renovation, equipping and completion of the Project, all with the same powers and the same validity as if the Agency were acting in its own behalf. The amount of State and local sales and use tax exemption benefits comprising the Financial Assistance approved herein shall not exceed **\$1,590,000**.

Section 4. 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 the Agency will: (i) acquire an interest in the Land and Facility pursuant to a lease agreement (the “***Lease***”) to be

entered into between the Company and the Agency; accept an interest in the Equipment pursuant to a bill of sale from the Company (the “*Bill of Sale*”); (ii) sublease the Project Facility to the Company pursuant to a sublease agreement (the “*Sublease*” and with the Lease and the Bill of Sale, 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; 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 5. 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 6. The Company may utilize, and subject to the terms of this Resolution, the Agreement and the Project Agreement, 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 construction, reconstruction, renovation, equipping and completion of the Project, all with the same powers and the same validity as if the Agency were acting in its own behalf, provided the Company execute, deliver and comply with the Agreement. The Company shall provide, or cause its Additional Agents to provide, and the Agency shall maintain, records of the amount of State and local sales and use tax exemption benefits provided to the Project and the Company shall, and cause each Additional Agent, to make such records available to the State Commissioner of Taxation and Finance (the “*Commissioner*”) upon request. The Agency shall, within thirty (30) days of providing any State sales and use tax exemption benefits, report to the Commissioner the amount of such benefits for the Project, identifying the Project, along with any such other information and specificity as the Commissioner may prescribe. As a condition precedent to the Company or Project’s receipt of, or benefit from, any State or local sales and use tax exemptions, the Company must acknowledge and agree to make, or cause its Additional Agents to make, all records and information regarding State and local sales and use tax exemption benefits realized by the Project available to the Agency or its designee upon request. for purposes of exemption from New York State (the “*State*”) sales and use taxation as part of the Financial Assistance requested, “sales and use taxation” shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the New York State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

Section 7. 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 8. 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 Section 3 hereof.

Section 9. 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 10. Should the Agency’s participation in the Project, or the appointments made in accordance herewith, be challenged by any party, in the courts or otherwise, the Company shall defend, indemnify and hold harmless the Agency and its members, officers and employees from any and all losses arising from any such challenge including, but not limited to, the fees and disbursement of the Agency’s counsel. Should any court of competent jurisdiction determine that the Agency is not authorized under the Act to participate in the Project, this Resolution shall automatically become null, void and of no further force and effect, and the Agency shall have no liability to the Company hereunder or otherwise.

Section 11. 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 Financial Assistance and consummate the Lease Documents.

Section 12. 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 13. This Resolution shall take effect immediately. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	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 June 16, 2020, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that: (i) all members of the Agency had due notice of such meeting; (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), as temporarily amended by Executive Order 202.1 issued on March 12, 2020, as amended from time to time (“**EO 202.1**”), such meeting was open to the general public and public notice of the time and how to participate in such meeting was duly given in accordance with such Section 104 and EO 202.1; (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 7/10/2020 _____.

City of Syracuse Industrial Development Agency

DocuSigned by:

65E35E032BE24D9...
Rickey T. Brown, Secretary

EXHIBIT "A"

AGENCY/COMPANY AGREEMENT

THIS AGREEMENT is between **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY** (the "**Agency**"), with an office at 201 E. Washington Street, 6th Floor, Syracuse, New York 13202 and **[JMA TECH PROPERTIES, LLC] [RANALLI TAYLOR ST., LLC]**, with a mailing address of P.O. Box 678, Liverpool, New York 13088 (collectively, 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 May 8, 2020 (the "**Application**"), requested the Agency undertake a project (the "**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 "**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 Land; (iv) site

improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "**Facility**"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S.), 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, reconstruction, renovation and 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.

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, reconstruction, renovation, equipping and completion of the Project Facility, and the use and appointment, as necessary, by the Company of a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, "**Additional Agents**"): (i) will be an inducement to it to construct, reconstruct, renovate and equip the Project Facility in the City of Syracuse (the "**City**"); (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or of any other proposed occupant of the Project Facility from one area of the State to another or in the abandonment of one or more plants or facilities of the Company or of any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; and (iii) undertaking the Project Facility will promote, create and/or preserve private sector jobs in the State. The Company hereby further represents to the Agency that the Project Facility is not primarily used in making retail sales to customers who personally visit the Facility.

1.05. The Agency has determined that the acquisition of a controlling interest in, and the construction, reconstruction, renovation and equipping of the Project Facility and the subleasing of the same to the Company will promote and further the purposes of the Act.

1.06. On June 16, 2020, 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, reconstruction, renovation and equipping of the Project Facility and determining that the leasing of the same to the Company will promote further purposes of the Act. For purposes of that designation, the Agency authorized as part of the approved Financial Assistance, State and local sales and use tax exemption benefits in an amount not to exceed **\$1,590,000**.

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, reconstruction, renovation and equipping the Project Facility, entering into contracts and doing all things requisite and proper for construction, reconstruction, renovation and equipping the Project Facility.

Article 2. Undertakings on the Part of the Agency. Based upon the statement, representations and undertakings of the Company and subject to the conditions set forth herein, the Agency agrees as follows:

2.01. The Agency confirms that it has authorized and designated, pursuant to the terms hereof, the Company as the Agency's agent for constructing, reconstructing, renovation 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, reconstruction, renovation and equipping of the Project Facility subject to the terms hereof; and (iii) the leasing or subleasing of the Project Facility to the Company, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company.

2.03. Nothing contained in this Agreement shall require the Agency to apply its funds to Project costs.

2.04. After satisfying the conditions precedent set forth in the Sections 2.05, 3.06 and 4.02 hereof and in the Inducement Resolution, the Company may proceed with the construction, reconstruction, renovation and equipping of the Project Facility and the utilization of and, as necessary the appointment of, Additional Agents.

2.05. Subject to the execution of the Lease Documents and Section 4.02 hereof, the Company is appointed the true and lawful agent of the Agency: (i) for the construction, reconstruction, renovation and equipping of the Project Facility; and (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency, and in general to do all things which may be requisite or proper for the construction, reconstruction, renovation and equipping of the Project Facility, all with the same powers and the same validity as if the Agency were acting in its own behalf.

2.06. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof. The Agency may in accordance with Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "**SEQRA**"), undertake supplemental review of the Project. Such review to be limited to specific significant adverse environmental impacts not

addressed or inadequately addressed in the Agency's review under SEQRA that arise from changes in the proposed Project, newly discovered information or a change in the circumstances related to the Project.

Article 3. Undertakings on the Part of the Company. Based upon the statements, representations and undertakings of the Agency and subject to the conditions set forth herein the Company agrees as follows:

3.01. (a) The Company shall indemnify and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the acquisition of a controlling interest in, and construction, reconstruction, renovation and equipping of the Project Facility (including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing), whether such claims or liabilities arise as a result of the Company or Additional Agents acting as agent for the Agency pursuant to this Agreement or otherwise.

(b) The Company shall not permit to stand, and will, at its own expense, take all steps reasonably necessary to remove, any mechanics' or other liens against the Project Facility for labor or material furnished in connection with the acquisition, construction, reconstruction, renovation and equipping of the Project Facility.

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

(d) The Company shall defend, indemnify and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on the non-disclosure of information, if any, requested by the Company in accordance with Section 4.05 hereof.

(e) The defense and indemnities provided for in this Article 3 shall survive expiration or termination of this Agreement and shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by statutory law.

(f) The Company shall provide and carry: (i) worker's compensation and disability insurance as required by law; and (ii) comprehensive liability and property insurance with such coverages (including without limitation, owner's protective coverage for the benefit of the Agency, naming the Agency as an additional insured on all policies of coverage regarding the

Project; providing the coverage with respect to the Agency be primary and non-contributory; and contractual coverage covering the indemnities herein provided for), with such limits and which such companies as may be approved by the Agency. Upon the request of the Agency, the Company shall provide certificates, 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, reconstruction, renovation and equipping of the Project and any related site improvements. The Company acknowledges and agrees that the Agency's findings and determinations under SEQRA do not and shall not in and of themselves (except as specifically set forth in SEQRA) satisfy or be deemed to satisfy applicable laws, regulations, rules and procedural requirements applicable to such approvals, permits and consents.

(h) The Company shall complete a 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, reconstruction, renovation equipping and completion of the Project unless a waiver is received from the Agency in writing. For purposes of this Agency Agreement, the term "*Local*" shall mean Onondaga, Oswego, Oneida, Madison, Cayuga and Cortland Counties. The Company agrees that such Local contractors shall be provided the opportunity to bid on contracts related to the Project Facility.

3.02. The Company agrees that, as agent for the Agency or otherwise, it will comply at the Company's sole cost and expense with all the requirements of all federal, state and local laws, rules and regulations of whatever kind and howsoever denominated applicable to the Agency and/or Company with respect to the Project Facility, the acquisition of a controlling interest therein, construction, reconstruction, renovation and equipping thereof, the operation and maintenance of the Project Facility, supplemental review of adverse environmental impacts in accordance with SEQRA and the financing of the Project. Every provision required by law to be inserted herein shall be deemed to be set forth herein as if set forth in full, including, but not limited to, Section 875 of the Act; and upon the request of either party, this Agreement shall be amended to specifically set forth any such provision or provisions.

3.03. The Company agrees that, as agent for the Agency or otherwise, to the extent that such provisions of law are in fact applicable (without creating an obligation by contract beyond that which is created by statute) it will comply with the requirements of Section 220 of the Labor Law of the State of New York, as amended.

3.04. The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3.05. If it should be determined that any State or local sales or compensatory use taxes are payable with respect to the acquisition, purchase or rental of 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, reconstruction, renovation, equipping and completion of the Project Facility and advance such funds as may be necessary to accomplish such purposes. The Company may appoint Additional Agents as agents of the Agency in furtherance thereof. Any appointment of an Additional Agent is conditioned upon the Company first obtaining and providing the Agency the following:

(1) A written, executed agreement, in form and substance acceptable to the Agency, from each 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, reconstruction, renovation and equipping of the Project (“local” being defined in Section 3.01(h) hereof); (iii) an acknowledgement that the Additional Agent is obligated, to timely provide the Company with the necessary information to permit the Company, pursuant to General Municipal Law §874(8), to timely file an Annual Statement with the Agency and the New York State Department of Taxation and Finance on “Annual Report of Sales and Use Tax Exemptions” (Form ST-340) regarding the value of sales and use tax exemptions the Additional Agent claimed pursuant to the agency conferred on it by the Company with respect to this Project; (iv) an acknowledgment by the Additional Agent that the failure to comply with the foregoing will result in the loss of the exemption; and (v) such other terms and conditions as the Agency deems necessary; and

(2) A completed “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (Form ST-60) for each Additional Agent appointed within fifteen (15) days of the appointment of each Additional Agent such that the Agency can execute and deliver said form to the State Department of Taxation and Finance within thirty (30) days of appointment of each such Additional Agent.

Failure of the Company to comply with the foregoing shall nullify the appointment of any Additional Agent and may result in the loss of the Company’s exemption with respect to the Project at the sole discretion of the Agency.

The Company acknowledges that the assumption by the Additional Agent in accordance with Section 3.06(1) above, does not relieve the Company of its obligations under those provisions or any other provisions of this Agreement with respect to the Project.

3.07 The Company ratifies and confirms its obligations to pay an annual administrative reporting fee in accordance with the Agency’s fee schedule to cover administrative and reporting requirements to comply with New York State reporting regulations on Agency assisted projects.

Article 4. General Provisions.

4.01. This Agreement shall take effect on the date of the execution hereof by the Agency and the Company and, subject to Section 4.04 hereof, shall remain in effect until the Lease Documents become effective. It is the intent of the Agency and the Company that, except as to those provisions that survive, this Agreement be superseded in its entirety by the Lease Documents.

4.02. (a) It is understood and agreed by the Agency and the Company that the grant of Financial Assistance and the execution of the Lease Documents and related documents are subject to: (i) payment by the Company of the Agency's fee and Agency's counsel fees; (ii) obtaining all necessary governmental approvals, permits and consents of any kind required in connection with the Project Facility; (iii) approval by the members of the Agency; (iv) approval by the Company; and (v) the condition that there are no changes in New York State Law, including regulations, which prohibit or limit the Agency from fulfilling its obligations hereunder; 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 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 **June 16, 2021**, 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, reconstruction, renovation 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 16th day of June, 2020.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Judith DeLaney, Executive Director

[NAME OF COMPANY]

By: _____
Name:
Title:

EXHIBIT "I"
PILOT RESOLUTION

PILOT RESOLUTION

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as amended from time to time, the City of Syracuse Industrial Development Agency (the "**Agency**") held a meeting on the 16th day of June, 2020, at 8:15 a.m., local time, electronically which was made available via Webex at: <https://syrgov.webex.com/syrgov/j.php?MTID=m0b690432417d6afa7267d296ad2a1f00> (or by accessing the link on the Agency's website) and using meeting number 129 787 4538 and password SLDC-SIDA; or via telephone at (408) 418-9388 with access code: 129 787 4538, in conjunction with the matter set forth below.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): Kathleen Murphy, Steven Thompson, Kenneth Kinsey, Rickey T. Brown

ABSENT: Dirk Sonneborn

THE FOLLOWING PERSONS WERE ALSO PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): **Staff Present:** Judith DeLaney, Susan Katzoff, Esq., John Vavonese, Lori McRobbie; **Others Present:** Jennifer Tiffit, Gail Cawley, Katherine Maguire, Esq., Wendy Lougnot, Esq., Sarah Stevens, Lauryn LaBorde, Richard Engel, Esq., John Snyder, Todd Reid, Shanelle Reid

The following resolution was offered by Steven Thompson and seconded by Kenneth Kinsey:

RESOLUTION APPROVING AN PAYMENT IN LIEU OF TAX ("PILOT") SCHEDULE AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH THE PILOT SCHEDULE

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);

WHEREAS, on January 21, 2020, the Agency, at the request of JMA Tech Properties, LLC, 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 "**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 reconstruction and renovation of the Coyne Building and the Wastewater Building to be used as a new campus to develop, manufacture, test and showcase 5G technology, including but not limited to, the leveling of floors, the removal of part of the second floor to accommodate high rack storage space on a portion of the first floor, the removal and reconstruction of various support columns, new lighting, signage, windows, paint, ceilings, floors, doors and the reconstruction of offices, meeting and training spaces, conference rooms, an employee cafeteria and locker room, storage, restrooms, shipping/receiving bays, a customer showcase and demonstration area, workstations and server areas, all located on the Original Land; and the demolition of the Gabriel Building to be used, along with the balance of parcels comprising the Original Land as surface parking to serve the renovated Coyne Building and Wastewater Building (all of the foregoing, collectively the "**Original Facility**") (iii) 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 "**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 "**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, thereafter, pursuant to a supplemental and amended application dated May 8, 2020 (the "Application") JMA Tech Properties, LLC and Ranalli/Taylor St., LLC, or an entity to be formed (collectively, the "**Company**"), advised the Agency of certain amendments to the Original Project and requested the Agency approve and undertake the revised project in place of the Original Project (the "**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 "**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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "**Facility**"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S.), 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, reconstruction, renovation and equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, on June 16, 2020 the Agency completed the SEQRA review of the Project, which constitutes a "Type I Action", by adopting a resolution (the "**SEQRA Resolution**") wherein it determined that the Project will not have a significant adverse effect on the environment and authorized the issuance of a negative declaration; and

WHEREAS, on June 16, 2020, the Agency resolved to take official action toward the acquisition, construction, reconstruction, renovation, 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 (the "**PILOT**") schedule, as more fully described on **Exhibit "A"** attached hereto, which schedule conforms with the Agency's Uniform Tax Exemption Policy ("**UTEF**") established pursuant to General Municipal Law Section 874(4); and

WHEREAS, the Agency has given due consideration to the Application and to representations by the Company that the proposed PILOT, 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, and subject to compliance with the terms of the Inducement Resolution, 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 PILOT schedule attached as **Exhibit “A”** hereto, all in such form and substance as shall be substantially the same as used 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 (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 Lease Documents, a PILOT Agreement and the Agreement (all as defined in the Inducement Resolution) 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) A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing Resolution was duly put to vote on a roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	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 June 16, 2020, with the original thereof on file in my office, 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), as temporarily amended by Executive Order 202.1 issued on March 12, 2020, as amended from time to time (“**EO 202.1**”), such meeting was open to the general public and public notice of the time and how to participate in such meeting was duly given in accordance with such Section 104 and EO 202.1; (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 7/10/2020.

City of Syracuse Industrial Development Agency

DocuSigned by:

65E35E032BE24D9...
Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "A"**PROPOSED PILOT SCHEDULE**

<i>Year</i>	<i>Amount</i>
1	\$94,997.82
2	\$96,897.78
3	\$98,835.73
4	\$100,812.45
5	\$102,828.70
6	\$104,885.27
7	\$106,982.98
8	\$109,122.64
9	\$111,305.09
10	\$113,531.19
11	\$169,124.51
12	\$226,896.15
13	\$286,911.01
14	\$349,235.70
15	\$413,938.61
Total	\$2,486,305.61

EXHIBIT "J"

FINAL APPROVING RESOLUTION

FINAL APPROVING RESOLUTION

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as amended from time to time, the City of Syracuse Industrial Development Agency (the "**Agency**") held a meeting on the 16th day of June, 2020, at 8:15 a.m., local time, electronically which was made available via Webex at: <https://syrgov.webex.com/syrgov/j.php?MTID=m0b690432417d6afa7267d296ad2a1f00> (or by accessing the link on the Agency's website) and using meeting number 129 787 4538 and password SLDC-SIDA; or via telephone at (408) 418-9388 with access code: 129 787 4538, in conjunction with the matter set forth below.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): Kathleen Murphy, Steven Thompson, Kenneth Kinsey, Rickey T. Brown

ABSENT: Dirk Sonneborn

THE FOLLOWING PERSONS WERE ALSO PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1): **Staff Present:** Judith DeLaney, Susan Katzoff, Esq., John Vavonese, Lori McRobbie; **Others Present:** Jennifer Tifft, Gail Cawley, Katherine Maguire, Esq., Wendy Lougnot, Esq., Sarah Stevens, Lauryn LaBorde, Richard Engel, Esq., John Snyder, Todd Reid, Shanelle Reid

The following resolution was offered by Kenneth Kinsey and seconded by Steven Thompson:

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, on January 21, 2020, the Agency, at the request of JMA Tech Properties, LLC, 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 "**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 "**Land**"); (ii) the reconstruction and renovation of the Coyne Building and the Wastewater Building to be used as a new campus to develop, manufacture, test and showcase 5G technology, including but not limited to, the leveling of floors, the removal of part of the second floor to accommodate high rack storage space on a portion of the first floor, the removal and reconstruction of various support columns, new lighting, signage, windows, paint, ceilings, floors, doors and the reconstruction of offices, meeting and training spaces, conference rooms, an employee cafeteria and locker room, storage, restrooms, shipping/receiving bays, a customer showcase and demonstration area, workstations and server areas, all located on the Land; and the demolition of the Gabriel Building to be used, along with the balance of parcels comprising the Land as surface parking to serve the renovated Coyne Building and Wastewater Building (all of the foregoing, collectively the "**Facility**") (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from 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, reconstruction, renovation and 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, thereafter, pursuant to a supplemental and amended application dated May 8, 2020 (the "Application") JMA Tech Properties, LLC and Ranalli/Taylor St., LLC, or an entity to be formed (collectively, the "**Company**"), advised the Agency of certain amendments to the Original Project and requested the Agency approve and undertake the revised project in place of the Original Project (the "**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 "**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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "**Facility**"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S.), 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, reconstruction, renovation and 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 June 16, 2020 pursuant to Section 859-a of the Act, notice of which was published on June 4, 2020, 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 June 3, 2020; and

WHEREAS, the Agency adopted a resolution on May 19, 2020 (the "**SEQRA Lead Agency Resolution**") entitled:

RESOLUTION CLASSIFYING A CERTAIN PROJECT AS A TYPE I ACTION AND DECLARING THE INTENT OF THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY TO BE LEAD AGENCY FOR PURPOSES OF A COORDINATED REVIEW PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT

which resolution is in full force and effect and has not been amended or modified; and

WHEREAS, the Agency adopted a resolution on June 16, 2020 (the "**SEQRA Resolution**") entitled:

RESOLUTION DETERMINING THAT THE UNDERTAKING OF A CERTAIN PROJECT AT THE

REQUEST OF JMA TECH PROPERTIES, LLC WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT

which resolution is in full force and effect and has not been amended or modified; and

WHEREAS, the Agency adopted a resolution on June 16, 2020 (the “*Inducement Resolution*”) entitled:

RESOLUTION AUTHORIZING THE UNDERTAKING, ACQUISITION, CONSTRUCTION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF A PROJECT; APPOINTING THE COMPANY AS AGENT OF THE AGENCY FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF THE PROJECT; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE AGENCY AND THE COMPANY

which resolution is in full force and effect and has not been amended or modified; and

WHEREAS, the Agency adopted a resolution on June 16, 2020 (the “*PILOT Resolution*”) entitled:

RESOLUTION APPROVING A PAYMENT IN LIEU OF TAX ("PILOT") SCHEDULE AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH THE PILOT SCHEDULE

which resolution is in full force and effect and has not been amended or modified.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

Section 1. Based upon the representations made by the Company to the Agency and after consideration of the comments received at the public hearing, if any, the Agency hereby ratifies all of its prior resolutions adopted in conjunction with the Project, including but not limited to the SEQRA Lead Agency Resolution, the SEQRA Resolution, Inducement Resolution, the PILOT Resolution and all other action with respect to the Project and Financial Assistance taken by the Agency, and makes the following findings and determinations:

(a) The acquisition of a controlling interest in the Project Facility by the Agency, the granting of the approved Financial Assistance in accordance with the Inducement Resolution 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 the approved Financial Assistance in accordance with the Inducement Resolution to the Company will enable and induce the Company to acquire, 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;
and

(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, reconstructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

Section 4. Subject to the conditions set forth in this and prior resolutions adopted by the Agency, the Project Agreement, and the Agreement (each as defined in the Inducement Resolution), the Agency will: (A) acquire a controlling interest in the Project Facility; (B) lease or sell the Land and Facility from the Company pursuant to a lease or sale 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 or

sell the Project Facility to the Company pursuant to a sublease or sale agreement (the “*Agency Lease*”); (C) secure the Company’s borrowings with respect to the Project Facility by joining in one or more construction or permanent mortgages on the Project Facility in favor of the Company’s lenders(s); (D) provide the approved Financial Assistance; and (E) execute and deliver any other documents necessary to effectuate the actions contemplated by and consistent with this Resolution upon the advice of counsel to the Agency.

Section 5. The (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 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 the Executive Director, 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:

	<u>AYE</u>	<u>NAY</u>
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	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 June 16, 2020, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that: (i) all members of the Agency had due notice of such meeting; (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), as temporarily amended by Executive Order 202.1 issued on March 12, 2020, as amended from time to time (“EO 202.1”), such meeting was open to the general public and public notice of the time and how to participate in such meeting was duly given in accordance with such Section 104 and EO 202.1; (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 7/10/2020.

City of Syracuse Industrial Development Agency

DocuSigned by:

66E36E032BE24D0...

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 New York State limited liability company (the "**JMA**") of the Company Lease, the Agency Lease, the Environmental Compliance and Indemnification Agreement and any other document now or hereafter executed by JMA in connection with the City of Syracuse Industrial Development Agency (the "**Agency**") agreeing, at JMA's request, to undertake a project (the "**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 "**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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "**Facility**"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S., collectively, the "**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 "**Financial Assistance**"); (C) the appointment of the Company (as defined below) or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, renovation and 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.

JMA is the fee owner of 1022 Clinton St. S.; 1029, 1033, 1049, 1049 (rear); and 980-82 Salina St. S., and any improvements thereon existing or to be constructed thereon as part of the Project Facility (the "**JMA Property**").

Ranalli/Taylor St., LLC ("**Ranalli/Taylor**" and together with JMA, collectively, the "Company") is the fee owner of 120-154 Cortland Ave. & Tallman St.; 1051 Clinton St. S.; 1080-

82 Clinton St. S; 222-24 Tallman St. & Clinton St. S.; 226 Tallman St.; 1002-22 Salina St. S. & Cortland Ave.; and 1024-40 Salina St. S. & Tallman St., and any improvements thereon existing or to be constructed thereon as part of the Project Facility (collectively, the "**Ranalli/Taylor Property**").

The Company is the current owner of the entirety of the Land and the Facility.

The Company will lease the Land and Facility to the Agency pursuant to a Company Lease Agreement dated as of June 30, 2020 (the "**Company Lease**") and transfer its interest in the Equipment to the Agency pursuant to one or more bills of sale dated as of June 30, 2020 (collectively, 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 June 30, 2020 (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 JMA 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 JMA'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. JMA is, and at all times will be, a limited liability company, duly organized, validly existing and in good standing under the laws of New York State and authorized and licensed under the laws of New York State to transact business as a business corporation for the purpose of owning and operating the Project Facility in New York State. Attached hereto as **Exhibit "C"** is a true and correct copy of a Certificate of Good Standing of JMA issued by the New York State Secretary of State.

4. JMA has full legal right, power and authority to execute and deliver the Company Documents and to consummate the transactions on the part of JMA contemplated by the Company Documents. The Company Documents have been duly authorized, executed, and delivered by Vice President of Finance on behalf of each Company and are in full force and effect as of the date hereof. Attached hereto as **Exhibit "D"** is a true, correct and complete copy of the authorizing resolution of the Vice President of Finance of JMA (the "**Resolution**") in respect of the execution, delivery and performance of the Company Documents.

5. JMA understands and agrees that, unless a written waiver is first obtained from the Agency, JMA and its Additional Agents shall utilize local labor, contractors and suppliers for the construction, renovation, reconstruction and equipping of the Project Facility. The term “*local*” shall mean Onondaga, Oswego, Madison, Cayuga, Oneida and Cortland Counties. JMA further understands and agrees that failure to comply with these local labor requirements may result in the revocation or recapture of benefits provided/approved to the Project by the Agency. In furtherance thereof, Appendix I to the Agency’s Application entitled “Local Access Agreement” has been completed and is attached hereto as **Exhibit “E”**.

6. JMA understands and agrees that it is the preference of the Agency that JMA 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. JMA further understands and acknowledges that consideration will be given by the Agency to JMA’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 JMA.

7. All consents, approvals, authorizations or orders of, notices to, or filings, registrations or declarations with, any court or governmental authority, board, agency, commission or body having jurisdiction which are required on behalf of JMA or for the execution and delivery by JMA of the Company Documents or the consummation on the part of JMA of the transactions contemplated thereby have been obtained.

8. After performing due diligence, there is no legal action, suit, proceeding, inquiry or investigation at law or in equity (before or by any court, agency, arbitrator, public board or body or other entity or person) pending or threatened against or affecting JMA or, to the knowledge of JMA, any basis therefor: (i) in any way affecting the organization, existence or good standing of JMA; (ii) contesting or materially affecting the validity or enforceability of the Company Documents; (iii) contesting the powers of JMA or its authority with respect to the Company Documents; (iv) contesting the authority of JMA to act on behalf of JMA or the authority of the representatives of JMA to act on behalf of JMA; (v) wherein an unfavorable decision, ruling or finding would have a material adverse effect on: (A) the financial condition or operations of JMA; or (B) the consummation on the part of JMA of the transactions contemplated by any Company Documents.

9. The execution and delivery by JMA of the Company Documents and the consummation by JMA 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 JMA; (ii) any applicable law, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental body or other requirement to which JMA is subject; or (iii) any contract, agreement, mortgage, lease, guaranty, commitment or other obligation or instrument to which JMA is a party or by which JMA or its properties is bound.

10. All information concerning the Project Facility and JMA submitted to the Agency and any Mortgagee by JMA is true and correct in all material respects and does not omit to state a material fact necessary to make the statements therein not misleading.

11. Assuming the valid authorization, execution and delivery of the Agency Lease and the other Company Documents by the other parties thereto, the Agency Lease and the other Company Documents are the legal, valid and binding obligations of JMA, enforceable against JMA 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 JMA 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. JMA has duly authorized the taking of and has taken all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Company Documents.

12. All permits (including building permits), licenses and authorizations necessary for the construction, ownership and operation of the Project in the manner contemplated by each of the Company Documents have been obtained or will be obtained, and said construction, ownership and operation will not, to the best knowledge of JMA, conflict with any zoning or similar ordinance applicable to the Project. To the best of JMA's knowledge, the Project conforms to all material environmental regulations.

13. There is no Event of Default or default on the part of JMA under the Project Agreement, the Company Lease, the Agency Lease, the Environmental Compliance and Indemnification Agreement or any other Company Document, and no event has occurred and is continuing which, after notice or passage of time or both, would give rise to a default under any thereof.

14. The Project Agreement, the Company Lease, the Agency Lease, the Environmental Compliance and Indemnification Agreement and the other Company Documents are in full force and effect and JMA has not assigned or pledged any of its rights under these documents.

15. JMA acknowledges and restates 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.

16. The authorized representatives of JMA 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

Dino Peios

Signature

DocuSigned by:
Dino Peios
F282524715CF4D9...

Office/Title

Vice President of Finance

17. JMA represents and warrants that it has no employees and therefore is not now required to carry worker's compensation insurance. JMA represents and acknowledges that in the event it hires any employees in the future, it has an obligation pursuant to the Agency Lease, dated as of June 30, 2020 by and between JMA and the Agency, to obtain worker's compensation insurance and provide proof of same to the Agency.

IN WITNESS WHEREOF, I have set my hand and signature as officer of JMA as of June 30, 2020.

JMA TECH PROPERTIES, LLC

By:

DocuSigned by:
Dino Peios
F282524715CF4D9...
Dino Peios, Vice President of Finance

EXHIBIT "A"
ARTICLES OF ORGANIZATION

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

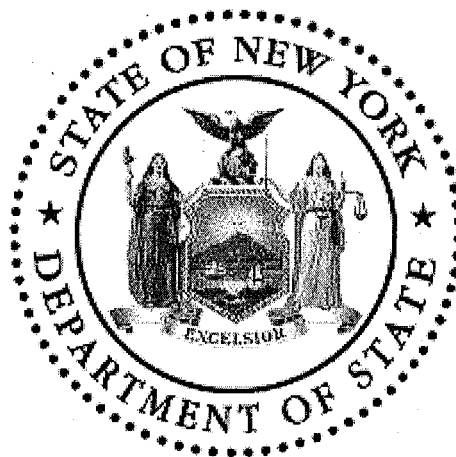
COSTELLO, COONEY & FEARON, PLLC
500 PLUM STREET
SUITE 300
SYRACUSE, NY 13204

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

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
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Suite 300
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EXHIBIT "B"
OPERATING AGREEMENT

OPERATING AGREEMENT

OF

JMA TECH PROPERTIES, LLC

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EXHIBIT A	Membership Listing
EXHIBIT B	Adherence Agreement

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

<u>Name and Address</u>	<u>% Voting Membership Interest</u>	<u>% Non-Voting Membership Interest</u>	<u>Total Percentage</u>	<u>Initial Capital Contribution</u>
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 } ss:**

I hereby certify, that JMA TECH PROPERTIES, LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 10/09/2019, and that the Limited Liability Company is existing so far as shown by the records of the Department. I further certify the following:

A Certificate of Publication of JMA TECH PROPERTIES, LLC was filed on 01/15/2020.

I further certify, that no other documents have been filed by such Limited Liability Company.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 12th day of June
two thousand and twenty.*

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

EXHIBIT "D"
RESOLUTION

**CERTIFICATE OF MEMBERS OF
JMA TECH PROPERTIES, LLC**

The undersigned, being all of the members of **JMA TECH PROPERTIES, LLC**, a New York limited liability company (the “LLC”), do hereby certify that Exhibit “A” attached hereto is a true, complete and correct copy of resolutions adopted by the LLC at the meeting of the LLC held on June 29, 2020, which meeting was duly called and convened and at which all members participated throughout, and we do hereby

FURTHER CERTIFY, that the undersigned are the only members of the LLC, that the attached resolutions are entered in the minutes of the proceedings of the LLC, that the attached resolutions are in full force and effect and have not been superseded, modified or amended, and that the attached resolutions are not in conflict with or contrary to any resolution or other agreement of the LLC.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 29th day of June, 2020.

MEMBERS:

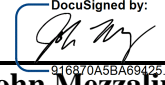
JMA Tech Properties Holdings LLC

DocuSigned by:

916870A5BA69425...

John Mezzalingua, Manager

John Mezzalingua, Individually

DocuSigned by:

916870A5BA69425...

John Mezzalingua

EXHIBIT "A"

**RESOLUTION OF MEMBERS OF
JMA TECH PROPERTIES, LLC**

RESOLVED, that **JMA TECH PROPERTIES, LLC** (the "LLC") is authorized to make an application to the City of Syracuse Industrial Development Agency (the "Agency") for 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 with respect to the Project more fully described herein; and be it further

RESOLVED, that the LLC is authorized to undertake a project (the "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 "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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "Facility"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "Equipment" and together with the Land and the Facility, the "Project Facility"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S.), 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 LLC or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, renovation and 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 LLC to the Agency; and the sublease of the Project Facility back to the LLC pursuant to a sublease agreement; and be it further

RESOLVED, that the LLC will execute and deliver any and all documents otherwise necessary or appropriate to accomplish the same; 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 LLC, 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 LLC; 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 LLC, 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 LLC or the Manager with respect to the Agency and the Project are hereby ratified.

EXHIBIT ‘E’
LOCAL ACCESS AGREEMENT

City of Syracuse

Industrial Development Agency

Local Access Agreement

JMA Tech Properties, LLC and Ranalli/Taylor St. LLC (the Company) understands and agrees that local labor, contractors and suppliers will be used for the construction, renovation, reconstruction and equipping of the Project unless a written waiver is first received from the Agency, and agrees to provide the information requested below as a way to provide access for local participation.

Company		JMA Tech Properties, LLC Ranalli/Taylor St. LLC				General Contractor		The Pike Company			
Representative for Contract Bids and Awards		Dino Peios, VP Finance				Contact		Jeremy Freeman			
Address		PO Box 678				Address		2 Elwood Davis Rd.			
City	Liverpool	ST	NY	Zip	13088	City	Liverpool	ST	NY	Zip	13088
Phone	315-432-5087		Fax			Phone			Fax		
Email		dpeios@jmawireless.com				Email					
Project Address		Clinton St. & Tallman St.				Construction Start Date		July 1, 2020			
City	Syracuse	ST	NY	Zip	13202	Occupancy Date		April 20, 2020			

Project Components – Indicate those for which bids will be sought:

Item	Estimated Value	Bid Date	Contact
Site work/Demolition	\$6,517,291	July 1, 2020	Jeremy Freeman
Foundation and footings	\$2,001,713	July 1, 2020	Jeremy Freeman
Building			
Masonry	\$215,683	July 1, 2020	Jeremy Freeman
Metals	\$1,987,683	July 1, 2020	Jeremy Freeman
Wood/casework	\$303,359	July 1, 2020	Jeremy Freeman
Thermal/moisture proof	\$3,006,527	July 1, 2020	Jeremy Freeman
Doors, windows, glazing	\$2,261,463	July 1, 2020	Jeremy Freeman
Finishes	\$4,204,846	July 1, 2020	Jeremy Freeman
Electrical	\$3,837,304	July 1, 2020	Jeremy Freeman
HVAC	\$4,218,945	July 1, 2020	Jeremy Freeman
Plumbing	\$1,233,357	July 1, 2020	Jeremy Freeman
Specialties	\$200,015	July 1, 2020	Jeremy Freeman
Machinery & Equipment	\$276,523	July 1, 2020	Jeremy Freeman
Furniture and Fixtures	\$102,921	July 1, 2020	Jeremy Freeman
Utilities	\$475,994	July 1, 2020	Jeremy Freeman
Paving	\$241,056	July 1, 2020	Jeremy Freeman
Landscaping	\$184,541	July 1, 2020	Jeremy Freeman
Other (Identify)			

Date: June 30, 2020

Company: JMA Tech Properties, LLC and
Ranalli/Taylor St. LLC

Signature: _____



Name: Dino Peios, VP Finance

**GENERAL CERTIFICATE OF
RANALLI/TAYLOR ST., LLC**

This certificate is made in connection with the execution by Ranalli/Taylor St., LLC, a New York State limited liability company ("**Ranalli/Taylor**") of the Company Lease, the Agency Lease, the Environmental Compliance and Indemnification Agreement, the PILOT Agreement and any other document now or hereafter executed by Ranalli/Taylor in connection with the City of Syracuse Industrial Development Agency (the "**Agency**") agreeing, at Ranalli/Taylor's request, to undertake a project (the "**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 "**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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "**Facility**"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S., collectively, the "**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 "**Financial Assistance**"); (C) the appointment of the Company (as defined below) or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, renovation and 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.

JMA Tech Properties, LLC ("**JMA**", and collectively with Ranalli/Taylor, the "**Company**") is the fee owner of 1022 Clinton St. S.; 1029, 1033, 1049, 1049 (rear); and 980-82 Salina St. S., and any improvements thereon existing or to be constructed thereon as part of the Project Facility (the "**JMA Property**").

Ranalli/Taylor is the fee owner of 120-154 Cortland Ave. & Tallman St.; 1051 Clinton St. S.; 1080-82 Clinton St. S.; 222-24 Tallman St. & Clinton St. S.; 226 Tallman St.; 1002-22 Salina St. S. & Cortland Ave.; and 1024-40 Salina St. S. & Tallman St., and any improvements thereon existing or to be constructed thereon as part of the Project Facility (collectively, the "**Ranalli/Taylor Property**").

The Company is the current owner of the entirety of the Land and the Facility.

The Company will lease the Land and Facility to the Agency pursuant to a Company Lease Agreement dated as of June 30, 2020 (the "**Company Lease**") and transfer its interest in the Equipment to the Agency pursuant to one or more bills of sale dated as of June 30, 2020 (collectively, 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 June 30, 2020 (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, as Vice President of Ranalli/Taylor, does hereby certify as follows:

1. Attached hereto as **Exhibit "A"** is a true, correct and complete copy of the Articles of Organization of Ranalli/Taylor 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 Ranalli/Taylor'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. Ranalli/Taylor is, and at all times will be, a limited liability company, duly organized, validly existing and in good standing under the laws of New York State and authorized and licensed under the laws of New York State to transact business as a business corporation for the purpose of owning and operating the Project Facility in New York State. Attached hereto as **Exhibit "C"** is a true and correct copy of a Certificate of Good Standing of Ranalli/Taylor issued by the New York State Secretary of State.

4. Ranalli/Taylor has full legal right, power and authority to execute and deliver the Company Documents and to consummate the transactions on the part of Ranali/Taylor contemplated by the Company Documents. The Company Documents have been duly authorized, executed, and delivered by the Vice President of Finance on behalf of Ranalli/Taylor and are in full force and effect as of the date hereof. Attached hereto as **Exhibit "D"** is a true, correct and complete copy of the authorizing resolution of the Vice President of Finance of

Ranalli/Taylor (the “**Resolution**”) in respect of the execution, delivery and performance of the Company Documents.

5. Ranalli/Taylor understands and agrees that, unless a written waiver is first obtained from the Agency, Ranalli/Taylor and its Additional Agents shall utilize local labor, contractors and suppliers for the construction, renovation, reconstruction and equipping of the Project Facility. The term “**local**” shall mean Onondaga, Oswego, Madison, Cayuga, Oneida and Cortland Counties. Ranalli/Taylor further understands and agrees that failure to comply with these local labor requirements may result in the revocation or recapture of benefits provided/approved to the Project by the Agency. In furtherance thereof, Appendix I to the Agency’s Application entitled “Local Access Agreement” has been completed and is attached hereto as **Exhibit “E”**.

6. Ranalli/Taylor understands and agrees that it is the preference of the Agency that Ranalli/Taylor 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. Ranalli/Taylor further understands and acknowledges that consideration will be given by the Agency to Ranalli/Taylor’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 Ranalli/Taylor.

7. All consents, approvals, authorizations or orders of, notices to, or filings, registrations or declarations with, any court or governmental authority, board, agency, commission or body having jurisdiction which are required on behalf of Ranalli/Taylor or for the execution and delivery by Ranalli/Taylor of the Company Documents or the consummation on the part of Ranalli/Taylor of the transactions contemplated thereby have been obtained.

8. After performing due diligence, there is no legal action, suit, proceeding, inquiry or investigation at law or in equity (before or by any court, agency, arbitrator, public board or body or other entity or person) pending or threatened against or affecting Ranalli/Taylor or, to the knowledge of Ranalli/Taylor, any basis therefor: (i) in any way affecting the organization, existence or good standing of Ranalli/Taylor; (ii) contesting or materially affecting the validity or enforceability of the Company Documents; (iii) contesting the powers of Ranalli/Taylor or its authority with respect to the Company Documents; (iv) contesting the authority of Ranalli/Taylor to act on behalf of Ranalli/Taylor or the authority of the representatives of Ranalli/Taylor to act on behalf of Ranalli/Taylor; (v) wherein an unfavorable decision, ruling or finding would have a material adverse effect on: (A) the financial condition or operations of Ranalli/Taylor; or (B) the consummation on the part of Ranalli/Taylor of the transactions contemplated by any Company Documents.

9. The execution and delivery by Ranalli/Taylor of the Company Documents and the consummation by Ranalli/Taylor 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 Ranalli/Taylor; (ii) any applicable law, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental body or other requirement to which

Ranalli/Taylor is subject; or (iii) any contract, agreement, mortgage, lease, guaranty, commitment or other obligation or instrument to which Ranalli/Taylor is a party or by which Ranalli/Taylor or its properties is bound.

10. All information concerning the Project Facility and Ranalli/Taylor submitted to the Agency and any Mortgagee by Ranalli/Taylor is true and correct in all material respects and does not omit to state a material fact necessary to make the statements therein not misleading.

11. Assuming the valid authorization, execution and delivery of the Agency Lease and the other Company Documents by the other parties thereto, the Agency Lease and the other Company Documents are the legal, valid and binding obligations of Ranalli/Taylor, enforceable against Ranalli/Taylor 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 Ranalli/Taylor 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. Ranalli/Taylor has duly authorized the taking of and has taken all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Company Documents.

12. All permits (including building permits), licenses and authorizations necessary for the construction, ownership and operation of the Project in the manner contemplated by each of the Company Documents have been obtained or will be obtained, and said construction, ownership and operation will not, to the best knowledge of Ranalli/Taylor, conflict with any zoning or similar ordinance applicable to the Project. To the best of Ranalli/Taylor's knowledge, the Project conforms to all material environmental regulations.

13. There is no Event of Default or default on the part of Ranalli/Taylor under the Project Agreement, the Company Lease, the Agency Lease, 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.

14. The Project Agreement, the Company Lease, the Agency Lease, the PILOT Agreement, the Environmental Compliance and Indemnification Agreement and the other Company Documents are in full force and effect and Ranalli/Taylor has not assigned or pledged any of its rights under these documents.

15. Ranalli/Taylor acknowledges and restates 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.

16. The authorized representatives of Ranalli/Taylor 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

Dino Peios

Signature

DocuSigned by:
Dino Peios
F282524715CF4D9...

Office/Title

Vice President of Finance

17. Ranalli/Taylor represents and warrants that it has no employees and therefore is not now required to carry worker's compensation insurance. Ranalli/Taylor represents and acknowledges that in the event it hires any employees in the future, it has an obligation pursuant to the Agency Lease, dated as of June 30, 2020 by and between Ranalli/Taylor and the Agency, to obtain worker's compensation insurance and provide proof of same to the Agency.

IN WITNESS WHEREOF, I have set my hand and signature as officer of Ranalli/Taylor as of June 30, 2020.

RANALLI/TAYLOR ST., LLC

By:

DocuSigned by:
Dino Peios
F282524715CF4D9...
Dino Peios, Vice President of Finance

EXHIBIT "A"
ARTICLES OF ORGANIZATION

FILING RECEIPT

=====
ENTITY NAME: RANALLI/TAYLOR ST., LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: ONON

=====
FILED:02/24/2016 DURATION:***** CASH#:160224000013 FILM #:160224000012
DOS ID:4901160

FILER:

EXIST DATE

FRANCIS D. STINZIANO
555 EAST GENESEE STREET

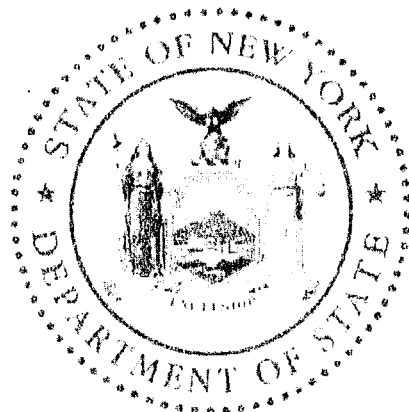
02/24/2016

SYRACUSE, NY 13202

ADDRESS FOR PROCESS:

THE LLC
450 TRACY STREET
SYRACUSE, NY 13204

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: UNITED CORPORATE SERVICES - 37

SERVICE CODE: 37 *

FEEs 235.00

FILING 200.00
TAX 0.00
CERT 0.00
COPIES 10.00
HANDLING 25.00

PAYMENTS 235.00

CASH 0.00
CHECK 0.00
CHARGE 0.00
DRAWDOWN 235.00
OPAL 0.00
REFUND 0.00

=====
RANAL84037

DOS-1025 (04/2007)

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, 2016.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

160224000 012

New York State Department of State
Division of Corporations, State Records
and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231
www.dos.ny.gov

(This form must be printed or typed in black ink)

ARTICLES OF ORGANIZATION OF

RANALLI/TAYLOR ST., LLC

(Insert name of Limited Liability Company)

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

RANALLI/TAYLOR ST., LLC

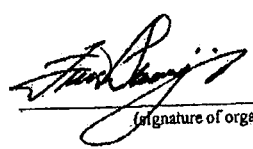
SECOND: The county within this state in which the office of the limited liability company is to

be located is: Onondaga

THIRD: 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:

450 Tracy Street

Syracuse, New York 13204



(signature of organizer)

Francis D. Stinziano, Esq.

(print or type name of organizer)

UNI-37

012

ARTICLES OF ORGANIZATION
OF

RANALLI/TAYLOR ST., LLC

(Insert name of Limited Liability Company)

Under Section 203 of the Limited Liability Company Law

ICC

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED

FEB 24 2016

Filed by: Francis D. Stinziano

(Name)

555 East Genesee Street

(Mailing address)

Syracuse, New York 13202

(City, State and ZIP code)

Cust Ref RANAL 84037

TAX \$

BY: *Ju*

NOTE: This form was prepared by the New York State Department of State for filing articles of organization for a domestic limited liability company. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$200 filing fee made payable to the Department of State.

2016 FEB 24 AM 7:47

FILED

DRAWDOWN

Ju
RECEIVED
2016 FEB 23 PM 14:08

013

EXHIBIT "B"
OPERATING AGREEMENT

**AMENDED & RESTATED
OPERATING AGREEMENT**

OF

RANALLI/TAYLOR ST., LLC

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AMENDED & RESTATED OPERATING AGREEMENT

THIS AMENDED & RESTATED OPERATING AGREEMENT (this "**Agreement**") is entered into as of the ____ day of June, 2020 by and among **RANALLI/TAYLOR ST., 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

WHEREAS, the then existing Member of the Company executed an Operating Agreement on or about the 24th day of February, 2016 (the "**Original Agreement**"); and

WHEREAS, the current Members desire to amend and restate the Original Agreement as set forth herein; and

WHEREAS, the parties have agreed to organize and operate a limited liability company in accordance with the terms and subject to the conditions set forth in this Agreement.

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 Amended & Restated 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 then Members organized a limited liability company pursuant to the Law and the provisions of the Original Agreement and, for that purpose, 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 24th day of February, 2016.

2.2 Name of the Company. The name of the Company is **RANALLI/TAYLOR ST., 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 fifty percent (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 fifty percent (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 fifty percent (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 fifty percent (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 fifty percent (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 fifty percent 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 one hundred eighty (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 fifty percent 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:

RANALLI/TAYLOR ST., LLC

By:  _____
John Mezzalingua, Manager

MEMBERS:

JMA TECH PROPERTIES, LLC

By:  _____
John Mezzalingua, Manager

EXHIBIT A

LIST OF MEMBERS, CAPITAL, AND PERCENTAGES

<u>Name and Address</u>	<u>% Voting Membership Interest</u>	<u>% Non-Voting Membership Interest</u>	<u>Total Percentage</u>	<u>Initial Capital Contribution</u>
JMA Tech Properties, LLC P.O. Box 678 Liverpool, NY 13088	100%	N/A	100%	\$100.00

EXHIBIT B

ADHERENCE AGREEMENT

The undersigned hereby acknowledges that he/she has read the Amended & Restated Operating Agreement, dated entered into effective as of the ____ day of June, 2020 by and among **RANALLI/TAYLOR ST., 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 Amended & Restated Operating Agreement as if an original signatory.

By signing this Adherence Agreement, **RANALLI/TAYLOR ST., 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____.

RANALLI/TAYLOR ST., LLC

By: _____
Name:
Title: Manager

NEW MEMBER:

CURRENT MEMBERS:

EXHIBIT "C"
GOOD STANDING CERTIFICATE

**State of New York
Department of State } ss:**

I hereby certify, that RANALLI/TAYLOR ST., LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 02/24/2016, and that the Limited Liability Company is existing so far as shown by the records of the Department. I further certify the following:

A Certificate of Publication of RANALLI/TAYLOR ST., LLC was filed on 08/23/2016.

A Biennial Statement was filed 12/12/2019.

A Biennial Statement was filed 06/18/2020.

I further certify, that no other documents have been filed by such Limited Liability Company.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 18th day of June
two thousand and twenty.*

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

EXHIBIT "D"
RESOLUTION

**CERTIFICATE OF MEMBERS OF
RANALLI/TAYLOR ST., LLC**

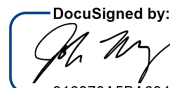
The undersigned, being all of the members of **RANALLI/TAYLOR ST., LLC**, a New York limited liability company (the “LLC”), do hereby certify that Exhibit “A” attached hereto is a true, complete and correct copy of resolutions adopted by the LLC at the meeting of the LLC held on June 29, 2020, which meeting was duly called and convened and at which all members participated throughout, and we do hereby

FURTHER CERTIFY, that the undersigned are the only members of the LLC, that the attached resolutions are entered in the minutes of the proceedings of the LLC, that the attached resolutions are in full force and effect and have not been superseded, modified or amended, and that the attached resolutions are not in conflict with or contrary to any resolution or other agreement of the LLC.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 29th day of June, 2020.

MEMBERS:

JMA Tech Properties, LLC

DocuSigned by:


046878A5DA6042C...
John Mezzalingua, Manager

EXHIBIT "A"

**RESOLUTION OF MEMBERS OF
RANALLI/TAYLOR ST., LLC**

RESOLVED, that **RANALLI/TAYLOR ST., LLC** (the "LLC") is authorized to make an application to the City of Syracuse Industrial Development Agency (the "Agency") for 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 with respect to the Project more fully described herein; and be it further

RESOLVED, that the LLC is authorized to undertake a project (the "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 "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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "Facility"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "Equipment" and together with the Land and the Facility, the "Project Facility"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S.), 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 LLC or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, renovation and 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 LLC to the Agency; and the sublease of the Project Facility back to the LLC pursuant to a sublease agreement; and be it further

RESOLVED, that the LLC will execute and deliver any and all documents otherwise necessary or appropriate to accomplish the same; 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 LLC, 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 LLC; 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 LLC, 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 LLC or the Manager with respect to the Agency and the Project are hereby ratified.

EXHIBIT ‘E’
LOCAL ACCESS AGREEMENT

City of Syracuse

Industrial Development Agency

Local Access Agreement

JMA Tech Properties, LLC and Ranalli/Taylor St. LLC (the Company) understands and agrees that local labor, contractors and suppliers will be used for the construction, renovation, reconstruction and equipping of the Project unless a written waiver is first received from the Agency, and agrees to provide the information requested below as a way to provide access for local participation.

Company		JMA Tech Properties, LLC Ranalli/Taylor St. LLC				General Contractor		The Pike Company			
Representative for Contract Bids and Awards		Dino Peios, VP Finance				Contact		Jeremy Freeman			
Address		PO Box 678				Address		2 Elwood Davis Rd.			
City	Liverpool	ST	NY	Zip	13088	City	Liverpool	ST	NY	Zip	13088
Phone	315-432-5087		Fax			Phone			Fax		
Email		dpeios@jmawireless.com				Email					
Project Address		Clinton St. & Tallman St.				Construction Start Date		July 1, 2020			
City	Syracuse	ST	NY	Zip	13202	Occupancy Date		April 20, 2020			

Project Components – Indicate those for which bids will be sought:

Item	Estimated Value	Bid Date	Contact
Site work/Demolition	\$6,517,291	July 1, 2020	Jeremy Freeman
Foundation and footings	\$2,001,713	July 1, 2020	Jeremy Freeman
Building			
Masonry	\$215,683	July 1, 2020	Jeremy Freeman
Metals	\$1,987,683	July 1, 2020	Jeremy Freeman
Wood/casework	\$303,359	July 1, 2020	Jeremy Freeman
Thermal/moisture proof	\$3,006,527	July 1, 2020	Jeremy Freeman
Doors, windows, glazing	\$2,261,463	July 1, 2020	Jeremy Freeman
Finishes	\$4,204,846	July 1, 2020	Jeremy Freeman
Electrical	\$3,837,304	July 1, 2020	Jeremy Freeman
HVAC	\$4,218,945	July 1, 2020	Jeremy Freeman
Plumbing	\$1,233,357	July 1, 2020	Jeremy Freeman
Specialties	\$200,015	July 1, 2020	Jeremy Freeman
Machinery & Equipment	\$276,523	July 1, 2020	Jeremy Freeman
Furniture and Fixtures	\$102,921	July 1, 2020	Jeremy Freeman
Utilities	\$475,994	July 1, 2020	Jeremy Freeman
Paving	\$241,056	July 1, 2020	Jeremy Freeman
Landscaping	\$184,541	July 1, 2020	Jeremy Freeman
Other (Identify)			

Date: June 30, 2020

Company: JMA Tech Properties, LLC and
Ranalli/Taylor St. LLC

Signature: 

Name: Dino Peios, VP Finance



BOUSQUET HOLSTEIN PLLC

110 WEST FAYETTE STREET • ONE LINCOLN CENTER • SUITE 1000 • SYRACUSE, NEW YORK 13202 • PH: 315.422.1500 • FX: 315.422.3549

June 30, 2020

City of Syracuse Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, New York 13202

JMA Tech Properties, LLC
P.O. Box 678
Liverpool, New York 13088

Ranalli/Taylor St., LLC
P.O. Box 678
Liverpool, New York 13088

Re: City of Syracuse Industrial Development Agency
Lease/Leaseback Transaction
JMA Tech Properties, LLC Project

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 ("**JMA**") and Ranalli/Taylor St., LLC ("**Ranalli/Taylor**" and together with JMA, collectively, the "**Company**") 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 "**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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "**Facility**"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S., collectively, the "**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 "**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 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 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 June 30, 2020 between the Agency and the Ranalli/Taylor solely with respect to the PILOT Parcels.

Capitalized terms used herein which are not otherwise defined shall have the meanings ascribed to them in the Agency Lease.

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.



City of Syracuse Industrial Development Agency
JMA Tech Properties, LLC
Ranalli/Taylor St., LLC
June 30, 2020
Page 3

2. The Agency is duly authorized and empowered by law to acquire, construct, reconstruct, renovate and equip the Project, to lease the Land and the Facility from the Company pursuant to the Company Lease; to accept an interest in the Equipment pursuant to the Bill of Sale; to sublease the Project Facility back to the Company pursuant to the Agency Lease, 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

Attorneys at law since 1896

Wendy S. Lougnot, *Partner*
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June 30, 2020

JMA Tech Properties, LLC
P.O. Box 678
Liverpool, New York 13088

Ranalli/Taylor St., LLC
P.O. Box 678
Liverpool, New York 13088

City of Syracuse Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, New York 13202

**Re: City of Syracuse Industrial Development Agency
Lease/Leaseback Transaction
JMA Tech Properties, LLC Project**

Ladies and Gentlemen:

We have acted as counsel to JMA Tech Properties, LLC ("**JMA**") and Ranalli/Taylor St., LLC ("**Ranalli/Taylor**") and together with JMA, collectively, 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 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 "**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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "**Facility**"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S., collectively, the "**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 "**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 Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement

The Agency has acquired an interest in the Project Facility pursuant to that certain Company Lease Agreement dated as of June 30, 2020 (the "**Company Lease**") and an interest in the Equipment pursuant to a bill of sale dated as of June 30, 2020 (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 June 30, 2020 (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 Ranalli/Taylor entered into a Payment in Lieu of Taxes Agreement dated June 30, 2020 (the "**PILOT Agreement**") governing solely the PILOT Parcels with respect to the Project.

In that regard, we have examined the Project Agreement, the Company Lease, the Agency Lease, the Bill of Sale, the Environmental Compliance, the Indemnification Agreement, the PILOT Agreement and all other documents both identified in the Closing Memorandum and as defined in the Agency Lease to which either Company is a party in connection with the Project (collectively, the "**Company Documents**").

We have also examined corporate documents and records of each 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 each Company; and the due authorization, execution and delivery of the Company Documents by and the enforceability thereof against all parties thereto other than each Company.

As to questions of fact material to our opinion, we have relied upon the representations and warranties made by each Company in the Company Documents and upon one or more certificates of officers of each 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 each Company and inquiries of responsible officers of each 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. JMA 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. Ranalli/Taylor 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.

3. The execution, delivery and performance of the Company Documents have been duly authorized by each Company, as applicable and the Company Documents have been duly executed and delivered by an Authorized Representative of each Company, as applicable.

4. The Company Documents constitute the legal, valid and binding obligations of each Company, enforceable against each 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.

5. To the best of our knowledge, in reliance on the certificates and opinions specified herein, the execution and delivery by each 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 either Company’s Articles of Organization, Operating Agreements or any indenture, mortgage, deed of trust, bank loan or credit agreement or other agreement or instrument to which either 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 either Company.

6. 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

June 30, 2020

Page 4


material fashion the validity or enforceability of the Company Documents against either Company.

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. Loughnot

WSL/

CLOSING MEMORANDUM

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

JMA TECH PROPERTIES, LLC PROJECT

DATE OF CLOSING:

June 30, 2020

I. Action Taken Prior to Closing

At the request of JMA Tech Properties, LLC ("*JMA*") and Ranalli/Taylor St., LLC ("*Ranalli/Taylor*") and together with JMA, collectively the "*Company*", the City of Syracuse Industrial Development Agency (the "*Agency*"), a public benefit corporation organized under the laws of the State of New York, has undertaken a project (the "*Project*") consisting of: (A)(i) the acquisition of an interest in 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 "*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 Land; (iv) site improvements on the Land including for truck access and surface parking for approximately 94 vehicles ((ii)-(iv), collectively the "*Facility*"); and (v) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "*Equipment*" and together with the Land and the Facility, the "*Project Facility*"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes (solely on the following parcels 120-154 Cortland Ave. & Tallman St. and 1051 Clinton St. S., collectively, the "*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 "*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 Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

The Company also requested that the Agency appoint the Company as its agent for purposes of completing the Project and the granting of certain Financial Assistance.

JMA is the fee owner of 1022 Clinton St. S.; 1029, 1033, 1049, 1049 (rear); and 980-82 Salina St. S., and any improvements thereon existing or to be constructed thereon as part of the Project Facility (the "**JMA Property**").

Ranalli/Taylor is the fee owner of 120-154 Cortland Ave. & Tallman St.; 1051 Clinton St. S.; 1080-82 Clinton St. S.; 222-24 Tallman St. & Clinton St. S.; 226 Tallman St.; 1002-22 Salina St. S. & Cortland Ave.; and 1024-40 Salina St. S. & Tallman St., and any improvements thereon existing or to be constructed thereon as part of the Project Facility (collectively, the "**Ranalli/Taylor Property**").

The Agency will acquire a leasehold interest in the Land and Facility from the Company pursuant to a Company Lease Agreement dated as of June 30, 2020 (the "**Company Lease**"), between the Company, as landlord and the Agency, as tenant; and an interest in the Equipment pursuant to one or more bills of sale from the Company dated as of June 30, 2020 (collectively, the "**Bill of Sale**"). The Agency will sublease the Project Facility back to the Company, pursuant to an Agency Lease Agreement dated as of June 30, 2020 (the "**Agency Lease**") between the Agency, as lessor and the Company, as lessee. 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:

- | | |
|--------------|---|
| May 8, 2020 | The Company submitted an application for financial assistance for the project. |
| May 19, 2020 | A resolution determining that the acquisition, construction, reconstruction, renovation, equipping and completion of a commercial facility constitutes a project; describing the financial assistance in connection therewith; and authorizing a public hearing (the " Public Hearing Resolution "). |
| May 19, 2020 | A resolution classifying a certain project as a Type I action and declaring the intent of the City of Syracuse Industrial Development Agency to be lead agency for purposes of a coordinated review pursuant to the State Environmental Quality Review Act (the " SEQRA Lead Agency Resolution "). |

June 3, 2020	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.
June 4, 2020	Notice of the Public Hearing was published in the <u>Post-Standard</u> pursuant to Section 859-a of the Act.
June 16, 2020	The Agency conducted the Public Hearing pursuant to Section 859-a of the Act.
June 16, 2020	A resolution determining that the undertaking of a certain project at the request of JMA Tech Properties, LLC will not have a significant effect on the environment (the " <i>SEQRA Resolution</i> ").
June 16, 2020	A resolution authorizing the undertaking, the acquisition, construction, reconstruction, renovation, equipping and completion of a project; appointing the Company agent of the Agency for the purpose of the acquisition, construction, reconstruction, renovation, equipping and completion of the Project Facility and authorizing the execution and delivery of an agreement between the Agency and the Company (the " <i>Inducement Resolution</i> ").
June 16, 2020	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 " <i>PILOT Resolution</i> ").
June 16, 2020	A resolution authorizing the execution and delivery of certain documents by the agency at the request of the Company (the " <i>Final Approving Resolution</i> ").

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), Company's Counsel (CC), JMA and Ranalli/Taylor (RT) as follows:

A.	Basic Documents	Responsible Party	Signatories
1.	Project Agreement	AC	JMA, RT, A
2.	Company Lease Agreement	AC	JMA, RT, A
3.	Memorandum of Company Lease Agreement with TP-584	AC	JMA, RT, A
4.	JMA Bill of Sale	AC	JMA
5.	Ranalli/Taylor Bill of Sale	AC	RT
6.	Agency Lease Agreement	AC	JMA, RT, A
7.	Memorandum of Agency Lease Agreement with Form TP-584	AC	JMA, RT, A
8.	Company Certification re: Local Labor Policy	AC	JMA, RT
9.	Certificates of casualty, liability, workers' compensation and other required insurance	AC	
10.	Environmental Compliance and Indemnification Agreement	AC	JMA, RT
11.	Closing Receipt	AC	JMA, RT, A
12.	Sales Tax Exemption Letter	AC	A
13.	Form ST-60 indicating appointment of the JMA to act as the agent of the Agency	AC	A
14.	Form ST-60 indicating appointment of Ranalli/Taylor to act as agent of the Agency		
15.	PILOT Agreement	AC	A, RT, Acknowledged by JMA
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	AC	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	A
Exhibit "B" - Certificate of Establishment of the Agency and Certificates of appointment of current members	A
Exhibit "C" - By-laws	A
Exhibit "D" - Public Hearing Resolution	AC
Exhibit "E" – SEQRA Lead Agency Resolution	AC
Exhibit "F" - Notice of Public Hearing with evidence of publication and copies of letters to affected tax jurisdictions	AC
Exhibit "G" - SEQRA Resolution	AC
Exhibit "H" - Inducement Resolution	AC
Exhibit "I" - PILOT Resolution	AC
Exhibit "J" – Final Approving Resolution	AC

C. Items To Be Delivered By JMA Tech

1. General Certificate of JMA Tech 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:
 - 2. Exhibit "A" - Articles of Organization
 - 3. Exhibit "B" - Operating Agreement
 - 4. Exhibit "C" - Certificate of Good Standing
 - 5. Exhibit "D" - Company Resolution
 - 6. Exhibit "E" – Local Access Agreement

JMA

JMA

JMA, RT

D. Items To Be Delivered By Ranalli/Taylor

1. General Certificate of Ranalli/Taylor 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	RT
Exhibit "A" - Articles of Organization	C	
Exhibit "B" - Operating Agreement	C	
Exhibit "C" - Certificate of Good Standing	C	
Exhibit "D" - Company Resolution	C	RT
Exhibit "E" - Local Access Agreement	C	JMA, RT
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, 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, Chairperson
For the Company:	JMA Tech Properties, LLC Dino Peios, Vice President of Finance Ranalli/Taylor St., LLC Dino Peios, Vice President of Finance
Company Counsel:	Costello, Cooney & Fearon, PLLC Wendy Loughnot, Esq.
Agency's Counsel:	Bousquet Holstein PLLC Susan R. Katzoff, Esq.