
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

MAGUIRE FAMILY LIMITED PARTNERSHIP

TRANSCRIPT OF PROCEEDINGS

LEASE/LEASEBACK CLOSING DATE:	December 29, 2016
PILOT CLOSING DATE:	February 15, 2017
MORTGAGE CLOSING DATE:	June 26, 2017

MAGUIRE SYRACUSE PROJECT

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
MAGUIRE FAMILY LIMITED PARTNERSHIP (MAGUIRE SYRACUSE PROJECT)

INDEX OF CLOSING DOCUMENTS

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2. Company Lease Agreement
3. Memorandum of Company Lease Agreement with TP-584
4. Company Bill of Sale
5. LLC Bill of Sale
6. Agency Lease Agreement
7. Memorandum of Agency Lease Agreement with Form TP-584
8. Company Certification re: Local Labor Policy
9. Certificates of casualty, liability, workers' compensation and other required insurance
10. Environmental Compliance and Indemnification Agreement
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12. Sales Tax Exemption Letter
13. Form ST-60 indicating appointment of the Company to act as the agent of the Agency
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17. 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
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 - Exhibit "E" - Notice of Public Hearing with evidence of publication and copies of letters to affected tax jurisdictions Resolution
 - Exhibit "F" - SEQRA Lead Agency
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 - Exhibit "I" - PILOT Resolution
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18. General Certificate of the Company relating to capacity and signatures of officers, execution and delivery of the Documents to which it is a party, no litigation and approval, with the following items included as exhibits:
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19. Opinion of Barclay Damon, LLP, counsel to the Agency, addressed to the Company and the Agency
20. Opinion of Barney, Grossman, Dubow, Marcus, Orkin, & Tesi, LLP, counsel to the Company, addressed to the Agency and the Company
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PROJECT AGREEMENT

THIS PROJECT AGREEMENT (the “*Project Agreement*”), made as of December 1, 2016, by and between the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at City Hall Commons, 7th Floor, 201 East Washington Street, Syracuse, New York 13202 (the “*Agency*”), **MAGUIRE FAMILY LIMITED PARTNERSHIP**, a Delaware limited partnership authorized to conduct business in the State of New York, with offices at 504 South Meadow Street, Ithaca, New York 14850 (the “*Company*”).

WITNESSETH:

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

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

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

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

WHEREAS, the Company, including its affiliates and subsidiaries (including but not limited to Maguire DRS LLC, a Delaware limited liability company, authorized to conduct business in the State (the “*LLC*”)) submitted an application (the “*Application*”) to the Agency requesting the Agency’s assistance with respect to a certain project (the “*Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the “*Land*”); (iii) the demolition of an existing 10,050 square

foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto ; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company's affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, by resolution(s) of its members adopted on December 20, 2016 (collectively the "**Resolution**"), the Agency agreed to confer on the Company, in connection with the Project, certain financial assistance 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 the qualifying personal property included in or incorporated into the Project Facility or used in the acquisition, construction or equipping of the Project Facility; (b) an exemption from mortgage recording tax (except as limited by Section 874 of the General Municipal Law); and (c) an abatement from real property taxes through a 10-year payment in lieu of taxes agreement with the Company for the benefit of each municipality and school district having taxing jurisdiction over the Project (collectively, the sales and use tax exemption benefit, the mortgage recording tax benefit, and the abatement from real property taxes benefit, are hereinafter 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 **\$9,991,380**; and therefore, the value of the State and local sales and use tax exemption benefits authorized and approved by the Agency cannot exceed **\$799,310**; (ii) the mortgage recording tax exemption amount shall be approximately **\$102,000**; and (iii) real property tax abatement benefits to be provided to the Company over the 10-year benefit period of the anticipated payment in lieu of taxes agreement are estimated to be approximately **\$1,716,174**; and

WHEREAS, the Company is the current fee owner of 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, "**Parcels I**") and the Equipment, and upon completion will be the fee owner of the Facility; and

WHEREAS, on or before February 1, 2017, the Company shall be the fee owner of 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, each located in the City of Syracuse, New York (collectively, "**Parcels 2**") and together with Parcels 1, comprise the Land); and

WHEREAS, the LLC leases 959 Hiawatha Boulevard West, Syracuse, NY pursuant to a long term ground lease dated September 9, 2009 between Boukair Realty LLC and the LLC (the "**Ground Lease**"); and

WHEREAS, the LLC has been operating a car dealership at 959 Hiawatha Boulevard West, Syracuse, NY since July 1st, 2016; and

WHEREAS, under the terms of the Ground Lease, the LLC has exercised its option to purchase the property located at 959 Hiawatha Boulevard West, Syracuse, NY and has further assigned that right to the Company; and

WHEREAS, any and all inventory and equipment located at the 959 Hiawatha Boulevard West, Syracuse, NY dealership upon acquisition will be subject to the Bill of Sale and be purchased as an agent of the Agency for the purpose of completing the Project; and

WHEREAS, the Company proposes to lease the Parcels 1 and the Facility to the Agency, and the Agency desires to lease Parcels 1, the Facility and the Equipment from the Company, pursuant to the terms and conditions of a certain Company Lease Agreement dated as of December 1, 2016 (the "**Company Lease**"), by and between the Company and the Agency; and

WHEREAS, the Agency proposes to acquire an interest in the Equipment pursuant to a bill of sale from the Company; and

WHEREAS, the Agency proposes to sublease Parcels 1, the Facility and the Equipment to the Company, and the Company desires to sublease Parcels 1, the Facility and the Equipment from the Agency, upon the terms and conditions set forth in a certain Agency Lease Agreement dated as of December 1, 2016 (the "**Agency Lease**"); and

WHEREAS, in order to define the obligations of the Company regarding payments in lieu of taxes for the Project Facility, the Agency and the Company have agreed upon the terms of a Payment in Lieu of Tax Agreement, to be executed and delivered on or before SIDA's Second Closing Date (as defined in the Agency Lease) (the "**PILOT Agreement**"), by and between the Agency and the Company; and

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

WHEREAS, in order to define the obligations of the Company regarding its ability to utilize the Agency's sales and use tax exemption benefit as agent of the Agency to acquire, construct, renovate, equip and complete the Project Facility and to undertake the Project, 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 Resolution, 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

PURPOSE OF PROJECT

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

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 that the Agency is entering into the Company Lease, Agency Lease, PILOT Agreement and this Project Agreement in order to, promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of the Project Facility to advance job opportunities, health, general prosperity and economic welfare of the people of the City of Syracuse and to otherwise accomplish the public purpose of the Act.

ARTICLE II

REAL PROPERTY TAX EXEMPTION

Section 2.01. PILOT Agreement. Attached hereto and made a part hereof as **Exhibit A** is a copy of the proposed PILOT schedule approved by the Agency to be incorporated into the PILOT Agreement entered into by and between the Company and the Agency. It is understood and agreed that pending the execution and delivery of the PILOT Agreement, incorporating the attached PILOT schedule, the Company shall pay real property taxes on the Project as if the Agency had no interest in the Project Facility; and following execution and delivery of the PILOT Agreement, on or before SIDA's Second Closing Date, the Company shall pay real property taxes in accordance with the terms of the Agency Lease and the PILOT Agreement.

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 Resolution 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 December 31, 2017, 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 incorporation and installation in certain premises located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the "**Premises**"). The machinery, equipment and building materials (collectively, the "**Equipment**") to be incorporated and installed in the Premises shall be exempt from the sales and use taxes levied by the State of New York if the acquisition of the Equipment is effected in accordance with the terms and conditions set forth in the Project Agreement dated as of December 1, 2016 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 Resolution, 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 to the Agency Lease as **Exhibit “F”**, the terms and provisions of which are incorporated herein; and (2) the receipt by the Agency of a completed Form ST-60 in accordance with Section 3.03(e) below.

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 **\$9,991,380**, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency cannot exceed **\$799,310**.

(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 2 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 hereto as Schedule “B” to Exhibit “F” of the Agency Lease), 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: Maguire Syracuse Project; 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard and 101 and 103 Rusin Avenue and Harbor Street; IDA Project No. 31021608.

(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 1 and 2 hereof; and (4) all causes of action and reasonable attorneys' fees and other expenses incurred in connection with any suits or actions that may arise as a result of any of the foregoing; provided that any such claims, causes of action, judgments, liabilities, damages, losses, costs or expenses of the Agency are not incurred or do not result from the gross negligence or intentional wrongdoing of the Agency or any of its members, officers, agents (other than the Company) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency or any of its officers, members, agents (other than the Company) or employees and notwithstanding the breach of any statutory obligation or any rule of comparative or

apportioned liability.

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

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

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

Section 3.05. Insurance Required.

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

(b) The Company agrees that it shall cause its general contractor for the Project to maintain, effective as of the date hereof and until the expiration or termination of the Agency Lease , 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, paying, as the same become due and payable, all premiums with respect thereto, with the Agency named on each such policy as an additional insured.

ARTICLE IV

COMMITMENTS AND REPORTING

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

(a) The total investment actually made with respect to the Project at the Project's completion date shall equal or exceed \$13,869,808.70 (which represents the product of 85% multiplied by \$16,317,422, being the total project cost as stated in the Company's Application for Financial Assistance (the "**Investment Commitment**").

(b) At least fifty-two (52) full time equivalent ("**FTE**") employees were retained by the Project Facility as of the date of the Application for Financial Assistance (the "**Baseline FTE**"). The Company agrees to maintain, as of the first year in which Financial Assistance is claimed and/or provided forty-four (44) of the Baseline FTE (representing the FTE multiplied by 85%). The Company further agrees and covenants to create a total of fifty-seven (57) new FTEs (the "**New FTEs**") at the Project Facility within the first five (5) years following completion of the Project Facility. The Company further (and additionally) agrees to create 85% of the New FTEs set forth in each of 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 hereof (the "**Employment Commitment**").

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

Section 4.02. Reporting Requirement. As part of the commitments set forth in Section 4.01, the Company shall provide annually, to the Agency, a certified statement and supporting documentation: (i) enumerating the full time equivalent jobs retained and the full time equivalent jobs created as a result of the Financial Assistance, by category, including full time equivalent independent contractors or employees of independent contractors that work at the Project location; and (ii) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that was provided in the application for Financial Assistance is still accurate and if it is not still accurate, providing a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created. Exhibit 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.

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, and the Resolution, 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 is 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 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 Resolution, the Company covenants and agrees that the Agency shall have the right to suspend, discontinue, recapture or terminate all or any portion of any Financial Assistance to the extent any of the following occur (each a “*Deficit*”):

a) for projects that utilized local sales and use tax exemptions, the project was not entitled to such exemptions, such exemptions were in excess of the amounts authorized by the Agency, and/or such exemptions were for property

or services not authorized by the Agency (each, a “**Local Sales Tax Benefit Violation**”);

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

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

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

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

- iv. Whether the enforcement by the Agency of its right to suspend, discontinue, recapture or terminate all or any portion of the Financial Assistance would create an adverse situation for the residents of the City of Syracuse.
- 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.

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
City Hall Commons, 7th Floor
201 East Washington Street
Syracuse, New York 13202
Attn: Chairman

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

If to the Company: Maguire Family Limited Partnership
504 South Meadow Street
Ithaca, New York 14850
Attn: Philip J. Maguire

With a copy to: Barney, Grossman, Dubow, Marcus, Orkin, & Tesi, LLP
200 E. Buffalo Street, Suite 402
Ithaca, NY 14850
Attn: Virginia A. Tesi, Esq.

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

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

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

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

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


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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 

William M. Ryan, Chairman

**MAGUIRE FAMILY LIMITED
PARTNERSHIP**

By: _____
Philip J. Maguire, Member

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

Philip J. Maguire, being first duly sworn, deposes and says:

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

(Signature of Officer)

Subscribed and affirmed to me
under penalties of perjury
this ____ day of December, 2016.

(Notary Public)

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

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
William M. Ryan, Chairman

MAGUIRE FAMILY LIMITED PARTNERSHIP

By: Philip J. Maguire
Philip J. Maguire, Member

STATE OF NEW YORK)
COUNTY OF ~~ONONDAGA~~ ^{TOMPKINS}) ss.:

Philip J. Maguire, being first duly sworn, deposes and says:

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

Philip J. Maguire
(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury this 29 day of December, 2016.

[Signature]
(Notary Public)

VIRGINIA A. TESI
Notary Public, State of New York
No. 02TE6087891
Qualified in Tompkins County
Commission Expires Feb. 24, 2017

EXHIBIT A

Copy of PILOT Schedule

PILOT SCHEDULE

<i>Year</i>	<i>Amount</i>
1	\$102,526.62
2	\$104,577.15
3	\$106,668.70
4	\$108,802.07
5	\$110,978.11
6	\$113,197.67
7	\$115,461.63
8	\$171,454.37
9	\$229,640.64
10	\$290,085.78
Total	\$1,453,392.74

EXHIBIT B

FORM OF ANNUAL REPORTING QUESTIONNAIRE
FORM OF ANNUAL REPORTING REQUIREMENTS

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

Date

COMPANY
COMPANY ADDRESS

Dear _____:

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

Sale - Leaseback Financing

Project: _____

Date of Financing:

Principal Amount Financed:

Maturity Date:

Original Interest Rate:

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

Name of Lender

Debt Retired in [year] Yes/No

Debt Refinanced in [year] Yes/No

B-1

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

Debt in Default as of [date] Yes/No

Current Interest Rate(s)

Rate range, if Variable

Principal balance outstanding as of [date]

Principal payments made during [year]

Payments in Lieu of Taxes (PILOT)

paid in [year]

Total cost of goods/services purchased: \$ _____

New York State Sales Tax Exemptions Claimed [year]

New York Local Sales Tax Exemptions Claimed: [year]

New York State Mortgage Recording

Tax Exemption: [year]

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

From:

To: _____, CPAs

Re:

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

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

of Current FTE Employees as of [closing date]

of FTE Jobs Created during [year]

of FTE Jobs Retained during [year]

of FTE Construction Jobs Created during [year]

Comments:

Signature

Print Name

Title

Date

2

MAGUIRE FAMILY LIMITED PARTNERSHIP

AND

**CITY OF SYRACUSE
INDUSTRIAL DEVELOPMENT AGENCY**

**Acknowledged and Consented to by
Maguire DRS LLC**

COMPANY LEASE AGREEMENT

DATED AS OF DECEMBER 1, 2016

(MAGUIRE SYRACUSE PROJECT)

COMPANY LEASE AGREEMENT

THIS COMPANY LEASE AGREEMENT (the “*Company Lease*”), made and entered into as of December 1, 2016, by and between **MAGUIRE FAMILY LIMITED PARTNERSHIP** (the “*Company*”), a Delaware limited partnership authorized to conduct business in the State of New York, with offices at 504 South Meadow Street, Ithaca, New York 14850 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 City Hall Commons, 7th Floor, 201 East Washington Street, Syracuse, New York 13202.

WITNESSETH:

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

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

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

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

WHEREAS, the Agency, by resolution adopted on December 20, 2016, agreed, at the request of the Company, including its affiliates and subsidiaries (including but not limited to Maguire DRS LLC, a Delaware limited liability company, authorized to conduct business in the State (the “*LLC*”) to undertake a project (the “*Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York

(collectively, the "**Land**"); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto ; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company's affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Company is the current fee owner of 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, "**Parcels 1**") and the Company, or one of its affiliates, is the owner of the Equipment, and upon completion will be the fee owner of the Facility; and

WHEREAS, on or before February 1, 2017, the Company shall be the fee owner of 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, each located in the City of Syracuse, New York (collectively, "**Parcels 2**" and together with Parcels 1, comprise the Land); and

WHEREAS, the LLC leases 959 Hiawatha Boulevard West, Syracuse, NY pursuant to a long term ground lease dated September 9, 2009 between Boukair Realty LLC and the LLC (the "**Ground Lease**"); and

WHEREAS, the LLC has been operating a car dealership at 959 Hiawatha Boulevard West, Syracuse, NY since July 1st, 2016; and

WHEREAS, under the terms of the Ground Lease, the LLC has exercised its option to purchase the property located at 959 Hiawatha Boulevard West, Syracuse, NY and has further assigned that right to the Company; and

WHEREAS, any and all inventory and equipment located at the 959 Hiawatha Boulevard West, Syracuse, NY dealership upon acquisition will be subject to the Bill of Sale and be purchased as an agent of the Agency for the purpose of completing the Project; and

WHEREAS, the Agency proposes to assist the Company's acquisition, construction, equipping and completion of the Project Facility, and grant the Financial Assistance to the Project by, among other things: (1) appointing the Company, or its designee, as its agent with respect to the

Project Facility; (2) accepting a leasehold interest in Parcels 1 (on the Closing Date (as defined in the Agency Lease) and a leasehold interest in Parcels 2 on or before February 15, 2016 (the "**Parcel 2 Closing Date**") and Facility from the Company pursuant to this Company Lease and acquiring an interest in the Equipment pursuant to a bill of sale from the Company and the LLC; and (3) subleasing Parcels 1, the Facility and the Equipment to the Company pursuant to the Agency Lease; and

WHEREAS, the Agency now proposes to lease Parcels 1 and the Facility from the Company pursuant to the terms and conditions set forth herein; and

WHEREAS, it is the parties intent that on or after the Parcel 2 Closing Date, but in no event later than February 15, 2017, the parties will amend this Company Lease to include Parcels 2; and

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

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

ARTICLE I

RECITALS AND DEFINITIONS

1.0 RECITALS.

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

1.1 DEFINITIONS.

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

1.2 INTERPRETATION.

In this Company Lease, unless the context otherwise requires:

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

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

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

ARTICLE II

DEMISE; PREMISES; TERM

2.1 DEMISE.

The Company hereby leases to the Agency, and the Agency hereby leases from the Company, Parcels 1 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 consist of Parcels 1 and the Facility described in the recitals of this Company Lease and as more fully described on **Exhibit "A"** attached hereto.

2.3 TERM.

The Project is leased for a term which shall commence as of December 1, 2016, 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 partnership duly organized, validly existing and in good standing under the laws of Delaware, is authorized to do business in the State 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 Parcels 1 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) The Company shall, on or before February 1, 2017 have a valid and enforceable fee interest in Parcels 2 and shall remain and retain such interests for the term of this Company Lease unless otherwise consented to in writing by the Agency.

(e) Upon acquisition of fee title to Parcels 2, but in no event later than February 15, 2017, the Company shall, in cooperation with the Agency, amend this Company Lease to include Parcels 2.

(f) The Ground Lease is: (i) in full force and effect and there are no events of default thereunder nor any other event which would, but for the passage of time or the giving of notice, or both, be such an event of default; (ii) the LLC has exercised its option to purchase and has assigned that right to the Company and same shall occur on or before the Parcels 2 Closing Date; and (iii) all approvals required under the Ground Lease to effectuate the option to purchase and/or the assignment of that right to the Company have been obtained.

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

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

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

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

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

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

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

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

ARTICLE III

DISPUTE RESOLUTION

3.1 GOVERNING LAW.

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

3.2 WAIVER OF TRIAL BY JURY.

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

ARTICLE IV

MISCELLANEOUS CLAUSES

4.1 NOTICES.

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

(a) To the Agency:

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

With copies to:

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

(b) To the Company:

Maguire Family Limited Partnership
504 South Meadow Street
Ithaca, New York 14850
Attn: Philip J. Maguire, President

With a copy to:

Barney, Grossman, Dubow, Marcus, Orkin, & Tesi, LLP
200 E. Buffalo Street, Suite 402
Ithaca, NY 14850
Attn: Virginia A. Tesi, 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.

(1) 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.

(2) Upon the Company's acquisition of fee title to Parcels 2, but in no event later than February 15, 2017, the Agency shall, in cooperation with the Company, amend this Company Lease to include Parcels 2.

4.5 BINDING EFFECT.

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

4.6 PARAGRAPH HEADINGS.

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

4.7 CONSENT TO AGENCY LEASE; SUBORDINATION.

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

4.8 HOLD HARMLESS PROVISIONS.

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

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

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

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

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

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

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

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

incurred by the Agency, or its officers, members, agents (other than the Company), or employees, relating thereto.

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

4.9 NO RECOURSE; SPECIAL OBLIGATION.

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

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

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

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

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

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

4.10 MERGER OF AGENCY.

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

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

4.11 EXECUTION OF COUNTERPARTS.

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

4.12 EVENT OF DEFAULT.

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

4.13 REMEDIES.

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

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

4.14 AMENDMENTS, CHANGES AND MODIFICATIONS.

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

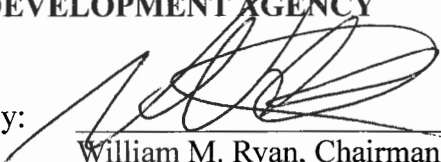
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**MAGUIRE FAMILY LIMITED
PARTNERSHIP**

By: _____
Philip J. Maguire, Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By:  _____
William M. Ryan, Chairman

Acknowledged and Consented to by
on the 29th day of December, 2016:

MAGUIRE DRS LLC

By: _____
Philip J. Maguire, Member

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

On the 29th day of December, 2016, before me, the undersigned, personally appeared **Philip J. Maguire**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 29th day of December, 2016, before me, the undersigned, personally appeared **William M. Ryan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

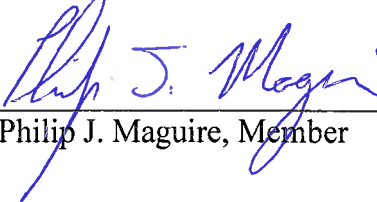
Lori L. McRobbie

Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 20 18

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

**MAGUIRE FAMILY LIMITED
PARTNERSHIP**

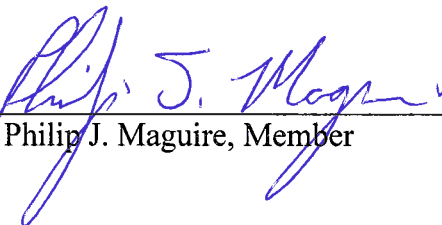
By: 
Philip J. Maguire, Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
William M. Ryan, Chairman

Acknowledged and Consented to by
on the 29th day of December, 2016:

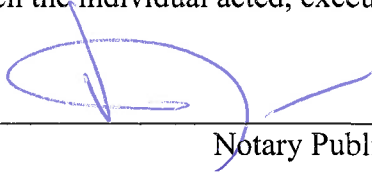
MAGUIRE DRS LLC

By: 
Philip J. Maguire, Member

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

On the 29th day of December, 2016, before me, the undersigned, personally appeared **Philip J. Maguire**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

VIRGINIA A. TESI
Notary Public, State of New York
No. 02TE6087891
Qualified in Tompkins County
Commission Expires Feb. 24, 2017



Notary Public

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

On the 29th day of December, 2016, before me, the undersigned, personally appeared **William M. Ryan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

65 Arthur St, LLC to Maguire

PARCEL A: TP #108.01-04-02

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Water Lots 4, 5, 6 and 7 in Block 36 of the former Village of Geddes as shown on a map made by John Randall, Jr., and being more particularly described as follows:

Beginning at a point marked by an iron pin found at the intersection of the southeasterly line of Hiawatha Boulevard with the northerly corner of lands now or formerly of Onondaga County Industrial (Liber 3842 of Deeds at page 257);

Running thence along said southeasterly line North 43 degrees 09 minutes 08 seconds East a distance of 112.20 feet to a point;

Running thence South 41 degrees 58 minutes 22 seconds East a distance of 452.63 feet to a point;

Running thence South 28 degrees 44 minutes 22 seconds East a distance of 375.18 feet to a point;

Running thence South 61 degrees 15 minutes 38 seconds West a distance of 67.98 feet to a point in the northeasterly line of Onondaga County Industrial;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 375.18 to a point;

Running thence North 44 degrees 14 minutes 10 seconds West a distance of 216.93 feet to a point;

Running thence North 51 degrees 56 minutes 36 seconds West a distance of 214.00 feet to the point or place of beginning, containing 1.411 acres of land, more or less.

PARCEL B: TP #108.01-01-02

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 57, 58, 59, 60, 61 and 62 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 250.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 07 seconds West a distance of 239.89 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 120.43 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 43 degrees 09 minutes 13 seconds East a distance of 227.95 feet to the point or place of beginning, containing .644 acres of land.

PARCEL C: TP #108.01-01-03

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 51, 52, 53, 54, 55, and 56 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 370.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 12 seconds West a distance of 258.83 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 30.44 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 91.38 feet to a point in the northeasterly street line of Harbor Street, also being the southwesterly corner of Parcel B, above;

Running thence North 43 degrees 09 minutes 07 seconds East along the southeasterly line of Parcel B, above, a distance of 239.89 feet to the point or place of beginning, containing .680 acres of land.

PARCEL D: TP #108.01-01-04.1

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50, and all of Lot Nos 42, 43, 44, and 45 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin found in the northwesterly street line of Rusin Avenue located South 62 degrees 01 second 28 minutes West a distance of 79.66 feet from the intersection of said street line with the southwesterly street line of State Fair Boulevard;

Running thence South 62 degrees 01 second 28 minutes West a distance of 237.14 feet to a point in the northeasterly line of Harbor Street marked by a pin set;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 121.72 feet to a point marked by a pin set in the northeasterly street line of Harbor Street, also being the southwest corner of Parcel C, above;

Running thence North 43 degrees 09 minutes 12 seconds East along the southeasterly line of Parcel C, above, a distance of 183.82 feet to a point marked by a pin found;

Running thence South 47 degrees 39 minutes 49 seconds East a distance of 192.41 feet to the point or place of beginning, containing .737 acres of land.

Parcel A is conveyed subject to a Right of Way and Easement given to the County of Onondaga for sewers and force mains, dated December 8, 2006 and recorded December 13, 2006 in the Onondaga County Clerk's Office in Liber 4972 of Deeds at Page 504.

Parcels B and C are conveyed subject to a permanent easement being 5.00 feet in width lying southwesterly of and adjacent to said southwesterly boundary of State Fair Boulevard, as reserved by the City of Syracuse in a deed to John Rotella dated November 20, 1974 and recorded December 12, 1974 in the Onondaga County Clerk's Office in Liber 2545 of Deeds at page 181.

Parcels B, C and D are conveyed subject to a Right of Way and Easement given to the County of Onondaga for sewers and force mains, dated December 8, 2006 and recorded December 13, 2006 in the Onondaga County Clerk's Office in Liber 4972 of Deeds at Page 498.

The above described parcels being shown as "PARCEL A", "PARCEL B", "PARCEL C" and "PARCEL D" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being the same premises conveyed to Grantor by deed dated September 16, 2015 and recorded September 18, 2015 in the Onondaga County Clerk's Office in Liber 5341 of Deeds at Page 534.

Lumus Investors Co. to Maguire

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin set in the southwesterly street line of State Fair Boulevard where said street line intersects the northwesterly street line of Rusin Avenue;

Running thence South 62 degrees 01 second 28 minutes West a distance of 79.66 feet to a point in the northwesterly line of Rusin Avenue marked by an iron pin found;

Running thence North 47 degrees 39 minutes 49 seconds West a distance of 192.41 feet to a point marked by an iron pin found;

Running thence North 43 degrees 09 minutes 12 seconds East a distance of 75.01 feet to a point marked by an iron pin found in the southwesterly street line of State Fair Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along said street line a distance of 218.18 feet to the point or place of beginning, containing .353 acres of land.

Subject to permanent easements being 5.00 feet in width lying southwesterly of and adjacent to said southwesterly boundary of State Fair Boulevard, as reserved by the City of Syracuse in two deeds to John Rotella: (a) dated November 20, 1974 and recorded December 12, 1974 in the Onondaga County Clerk's Office in Liber 2545 of Deeds at page 181; and (b) dated January 15, 1976 and recorded April 7, 1976 in the Onondaga County Clerk's Office in Liber 2577 of Deeds at page 522.

The above described parcel being shown as "PARCEL E" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being part of the same premises conveyed to Lumus Investors, Co., by deed of John Rotella dated January 25, 1983 and recorded May 17, 1983 in the Onondaga County Clerk's Office in Liber 3008 of Deeds at Page 331. Peter Muserlian and Paul Anderson were the only partners of Lumus Investors, Co. Peter Muserlian died on April 23, 1999, and Letters Testamentary in the Ancillary Probate action were issued by the Onondaga Surrogate's Court to Margaret M. Mooney, Patricia M. Golding, and Peter E. Muserlian on May 17, 1999. This deed is executed by Paul Anderson, individually and as a partner in Lumus Investors Co., and by Margaret M. Mooney, Patricia M. Golding, and Peter E. Muserlian, individually and as Executors of the Estate of Peter Muserlain, in order to convey any interest of the Grantors, if any, in and to the above described parcel.

3

9

**MEMORANDUM OF
COMPANY LEASE AGREEMENT**

CITY OF SYRACUSE
3115

NAME AND ADDRESS OF LESSOR: Maguire Family Limited Partnership
504 South Meadow Street
Ithaca, New York 14850

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

DESCRIPTION OF LEASED PREMISES:

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

DATE OF EXECUTION OF COMPANY LEASE AGREEMENT:

As of December 1, 2016.

TERM OF COMPANY LEASE AGREEMENT:

The Project is leased for a term which shall commence as of December 1, 2016, and shall end on the expiration or earlier termination of the Agency Lease.

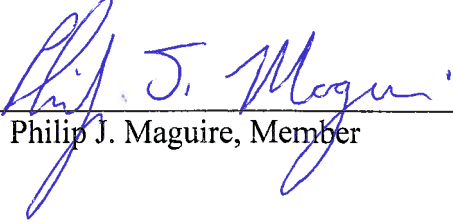
12/25 12/30/16 4709316 05 03-5407P-9B

27526

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 1st day of December, 2016.

**MAGUIRE FAMILY LIMITED
PARTNERSHIP**

By: _____


Philip J. Maguire, Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

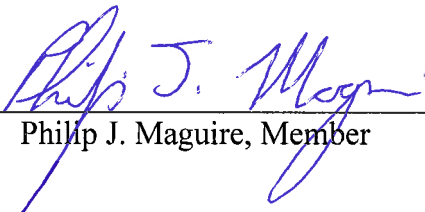
By: _____

William M. Ryan, Chairman

Acknowledged and Consented to by
on the 29th day of December, 2016:

MAGUIRE DRS LLC

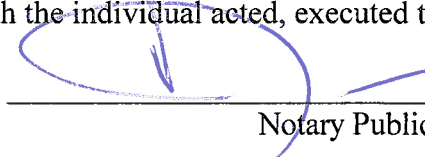
By: _____


Philip J. Maguire, Member

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

On the 29 day of December, 2016, before me, the undersigned, personally appeared **Philip J. Maguire**, 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.

VIRGINIA A. TESI
Notary Public, State of New York
No. 02TE6087891
Qualified in Tompkins County
Commission Expires Feb. 24, 2017



Notary Public

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

On this 29th day of December, 2016, before me, the undersigned, personally appeared **William M. Ryan**, 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

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 1st day of December, 2016.

**MAGUIRE FAMILY LIMITED
PARTNERSHIP**

By: _____
Philip J. Maguire, Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By:  _____
William M. Ryan, Chairman

Acknowledged and Consented to by
on the 29th day of December, 2016:

MAGUIRE DRS LLC

By: _____
Philip J. Maguire, Member

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

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Notary Public

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

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Lori L McRobbie

Notary Public

Lori McRobbie
LORI L. McROBBIE
Notary Public, State of New York *New York*
Qualified in Onondaga Co. No. 01MC505591
Commission Expires on Feb. 12, 20 18

2-12-18
ONOND.
CO

EXHIBIT "A"

LEGAL DESCRIPTION

65 Arthur St, LLC to Maguire

PARCEL A: TP #108.01-04-02

(GED)SW
All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Water Lots 4, 5, 6 and 7 in Block 36 of the former Village of Geddes as shown on a map made by John Randall, Jr., and being more particularly described as follows:

Beginning at a point marked by an iron pin found at the intersection of the southeasterly line of Hiawatha Boulevard with the northerly corner of lands now or formerly of Onondaga County Industrial (Liber 3842 of Deeds at page 257);

Running thence along said southeasterly line North 43 degrees 09 minutes 08 seconds East a distance of 112.20 feet to a point;

Running thence South 41 degrees 58 minutes 22 seconds East a distance of 452.63 feet to a point;

Running thence South 28 degrees 44 minutes 22 seconds East a distance of 375.18 feet to a point;

Running thence South 61 degrees 15 minutes 38 seconds West a distance of 67.98 feet to a point in the northeasterly line of Onondaga County Industrial;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 375.18 to a point;

Running thence North 44 degrees 14 minutes 10 seconds West a distance of 216.93 feet to a point;

Running thence North 51 degrees 56 minutes 36 seconds West a distance of 214.00 feet to the point or place of beginning, containing 1.411 acres of land, more or less.

PARCEL B: TP #108.01-01-02

NW
All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 57, 58, 59, 60, 61 and 62 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 250.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 07 seconds West a distance of 239.89 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 120.43 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 43 degrees 09 minutes 13 seconds East a distance of 227.95 feet to the point or place of beginning, containing .644 acres of land.

PARCEL C: TP #108.01-01-03

NW All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 51, 52, 53, 54, 55, and 56 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

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Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 12 seconds West a distance of 258.83 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 30.44 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 91.38 feet to a point in the northeasterly street line of Harbor Street, also being the southwesterly corner of Parcel B, above;

Running thence North 43 degrees 09 minutes 07 seconds East along the southeasterly line of Parcel B, above, a distance of 239.89 feet to the point or place of beginning, containing .680 acres of land.

PARCEL D: TP #108.01-01-04.1

NW All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50, and all of Lot Nos 42, 43, 44, and 45 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

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Running thence South 62 degrees 01 second 28 minutes West a distance of 237.14 feet to a point in the northeasterly line of Harbor Street marked by a pin set;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 121.72 feet to a point marked by a pin set in the northeasterly street line of Harbor Street, also being the southwest corner of Parcel C, above;

Running thence North 43 degrees 09 minutes 12 seconds East along the southeasterly line of Parcel C, above, a distance of 183.82 feet to a point marked by a pin found;

Running thence South 47 degrees 39 minutes 49 seconds East a distance of 192.41 feet to the point or place of beginning, containing .737 acres of land.

Parcel A is conveyed subject to a Right of Way and Easement given to the County of Onondaga for sewers and force mains, dated December 8, 2006 and recorded December 13, 2006 in the Onondaga County Clerk's Office in Liber 4972 of Deeds at Page 504.

Parcels B and C are conveyed subject to a permanent easement being 5.00 feet in width lying southwesterly of and adjacent to said southwesterly boundary of State Fair Boulevard, as reserved by the City of Syracuse in a deed to John Rotella dated November 20, 1974 and recorded December 12, 1974 in the Onondaga County Clerk's Office in Liber 2545 of Deeds at page 181.

Parcels B, C and D are conveyed subject to a Right of Way and Easement given to the County of Onondaga for sewers and force mains, dated December 8, 2006 and recorded December 13, 2006 in the Onondaga County Clerk's Office in Liber 4972 of Deeds at Page 498.

The above described parcels being shown as "PARCEL A", "PARCEL B", "PARCEL C" and "PARCEL D" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being the same premises conveyed to Grantor by deed dated September 16, 2015 and recorded September 18, 2015 in the Onondaga County Clerk's Office in Liber 5341 of Deeds at Page 534.

Lumus Investors Co. to Maguire

NW
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Running thence South 62 degrees 01 second 28 minutes West a distance of 79.66 feet to a point in the northwesterly line of Rusin Avenue marked by an iron pin found;

Running thence North 47 degrees 39 minutes 49 seconds West a distance of 192.41 feet to a point marked by an iron pin found;

Running thence North 43 degrees 09 minutes 12 seconds East a distance of 75.01 feet to a point marked by an iron pin found in the southwesterly street line of State Fair Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along said street line a distance of 218.18 feet to the point or place of beginning, containing .353 acres of land.

Subject to permanent easements being 5.00 feet in width lying southwesterly of and adjacent to said southwesterly boundary of State Fair Boulevard, as reserved by the City of Syracuse in two deeds to John Rotella: (a) dated November 20, 1974 and recorded December 12, 1974 in the Onondaga County Clerk's Office in Liber 2545 of Deeds at page 181; and (b) dated January 15, 1976 and recorded April 7, 1976 in the Onondaga County Clerk's Office in Liber 2577 of Deeds at page 522.

The above described parcel being shown as "PARCEL E" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being part of the same premises conveyed to Lumus Investors, Co., by deed of John Rotella dated January 25, 1983 and recorded May 17, 1983 in the Onondaga County Clerk's Office in Liber 3008 of Deeds at Page 331. Peter Muserlian and Paul Anderson were the only partners of Lumus Investors, Co. Peter Muserlian died on April 23, 1999, and Letters Testamentary in the Ancillary Probate action were issued by the Onondaga Surrogate's Court to Margaret M. Mooney, Patricia M. Golding, and Peter E. Muserlian on May 17, 1999. This deed is executed by Paul Anderson, individually and as a partner in Lumus Investors Co., and by Margaret M. Mooney, Patricia M. Golding, and Peter E. Muserlian, individually and as Executors of the Estate of Peter Muserlain, in order to convey any interest of the Grantors, if any, in and to the above described parcel.



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

Recording office time stamp

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

Schedule A — Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) Maguire Family Limited Partnership Mailing address 504 South Meadow Street City State ZIP code Ithaca NY 14850	Social security number Social security number Federal EIN 16-1545665 Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) City of Syracuse Industrial Development Agency Mailing address 201 East Washington Street, 7th Floor City State ZIP code Syracuse NY 13202	Social security number Social security number Federal EIN 52-1380308 Single member EIN or SSN

Location and description of property conveyed

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

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input checked="" type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input type="checkbox"/> Other _____	Date of conveyance <table style="border: 1px solid black; text-align: center; width: 100%;"> <tr> <td style="width: 33%;">12</td> <td style="width: 33%;">29</td> <td style="width: 33%;">2016</td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table>	12	29	2016	month	day	year	Percentage of real property conveyed which is residential real property _____ 0% (see instructions)
12	29	2016							
month	day	year							

Condition of conveyance (check all that apply)

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

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

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

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

e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)

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

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

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

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

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

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

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

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

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

q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state

r. <input type="checkbox"/> Conveyance pursuant to divorce or separation

s. <input type="checkbox"/> Other (describe) _____ |
|--|--|---|

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

18128 11/20/16 4709816 08 08-5407P-98

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

Part I – Computation of tax due

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

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

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

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

1.		
2.		
3.		

Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

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

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

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

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

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

1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

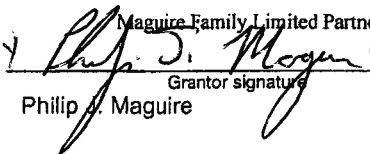
Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

Other (attach detailed explanation).

3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) must sign)

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

<p>Maguire Family Limited Partnership</p> <p></p> <p>Grantor signature</p> <p>Philip J. Maguire</p>	<p>City of Syracuse Industrial Development Agency</p> <p>Member</p> <p>Title</p>	<p>Chairman</p> <p>Title</p> <p>Grantee signature</p> <p>William M. Ryan</p>
_____ Grantor signature	_____ Title	_____ Grantee signature

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

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

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

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

1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

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

Other (attach detailed explanation).

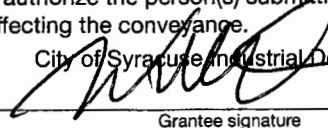
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) must sign)

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

Maguire Family Limited Partnership

City of Syracuse Industrial Development Agency

	Member		Chairman
Grantor signature	Title	Grantee signature	Title
Philip J. Maguire		William M. Ryan	
	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

SCHEDULE "A"

Tax map designation	SWIS Code	Street Address
108.1-04-02.0	311500	1027 Hiawatha Boulevard West
108.1-01-03.0	311500	401 State Fair Boulevard
108.1-01-02.0	311500	403 State Fair Boulevard
108.1-01-17.0	311500	101 Rusin Avenue
108.1-01-04.1	311500	103 Rusin Avenue and Harbor Street

4

BILL OF SALE TO AGENCY

MAGUIRE FAMILY LIMITED PARTNERSHIP, a Delaware limited partnership authorized to conduct business in the State of New York, with offices at 504 South Meadow Street, Ithaca, New York 14850 (the "**Company**"), for the consideration of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration received by the Company from the City of Syracuse Industrial Development Agency, a public benefit corporation organized and existing pursuant to the laws of the State of New York (the "**Agency**"), having its office at City Hall Commons, 7th Floor, 201 East Washington Street, Syracuse, New York 13202, the receipt of which is hereby acknowledged by the Company, hereby sells, transfers, and delivers unto the Agency, its successors and assigns, all those materials, machinery, equipment, fixtures and furnishings now owned or hereafter acquired by the Company in connection with the Project Facility, as described in the Agency Lease entered between the Agency and the Company dated as of December 1, 2016 (the "**Agency Lease**"), and as listed on "**Exhibit A**" attached hereto.

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

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

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its duly authorized representative on the date indicated beneath the signature of such representative and dated as of the 1st day of December, 2016.

**MAGUIRE FAMILY LIMITED
PARTNERSHIP**

By:

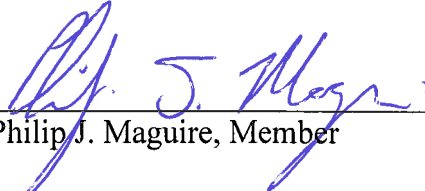

Philip J. Maguire, Member

EXHIBIT "A"

DESCRIPTION OF THE EQUIPMENT

All articles of personal property, all machinery, apparatus, equipment, appliances, floor coverings, furniture, furnishings, supplies, materials, fittings and fixtures of every kind and nature whatsoever and all appurtenances acquired by **MAGUIRE FAMILY LIMITED PARTNERSHIP** (the "*Company*") and now or hereafter attached to, contained in or used or acquired in connection with, at or upon, the Project Facility (as defined in the Agency Lease) or placed on any part thereof, though not attached thereto, including, but not limited to, pipes, screens, fixtures, furniture, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, racks, flagpoles, signs, waste containers, drapes, blinds and accessories, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, automobiles, parts, machinery and all other equipment used in connection with the Project; 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.

5

BILL OF SALE TO AGENCY

MAGUIRE DRS LLC, a Delaware limited liability company authorized to conduct business in the State of New York, with offices at 504 South Meadow Street, Ithaca, New York 14850 (the "**LLC**"), for the consideration of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration received by the LLC 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 City Hall Commons, 7th Floor, 201 East Washington Street, Syracuse, New York 13202, the receipt of which is hereby acknowledged by the LLC, hereby sells, transfers, and delivers unto the Agency, its successors and assigns, all those materials, machinery, equipment, fixtures and furnishings now owned or hereafter acquired by the LLC in connection with the Project Facility, as described in the Agency Lease entered between the Agency and Maguire Family Limited Partnership, as acknowledged and consented to by the LLC, dated as of December 1, 2016 (the "**Agency Lease**"), and as listed on "**Exhibit A**" attached hereto.

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

The LLC 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 LLC has the right to sell the same as aforesaid; and the LLC covenants that it will warrant and defend title to the same for the benefit of the Agency and its successors and assigns against the claims and demands of all persons.

IN WITNESS WHEREOF, the LLC has caused this instrument to be executed by its duly authorized representative on the date indicated beneath the signature of such representative and dated as of the 1st day of December, 2016.

MAGUIRE DRS LLC

By:

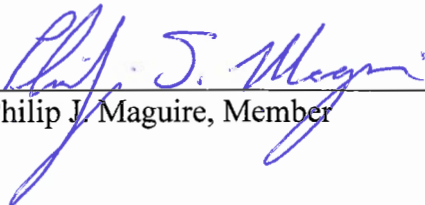

Philip J. Maguire, Member

EXHIBIT "A"

DESCRIPTION OF THE EQUIPMENT

All articles of personal property, all machinery, apparatus, equipment, appliances, floor coverings, furniture, furnishings, supplies, materials, fittings and fixtures of every kind and nature whatsoever and all appurtenances acquired by **MAGUIRE DRS LLC** (the "**LLC**") and now or hereafter attached to, contained in or used or acquired in connection with, at or upon, the Project Facility (as defined in the Agency Lease) or placed on any part thereof, though not attached thereto, including, but not limited to, pipes, screens, fixtures, furniture, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, racks, flagpoles, signs, waste containers, drapes, blinds and accessories, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, automobiles, parts, machinery and all other equipment used in connection with the Project; 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.

6

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

AND

MAGUIRE FAMILY LIMITED PARTNERSHIP

**Acknowledged and Consented to by
Maguire DRS LLC**

AGENCY LEASE AGREEMENT

DATED AS OF DECEMBER 1, 2016

(MAGUIRE SYRACUSE PROJECT)

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EXHIBIT "E"	FORM OF ANNUAL REPORTING REQUIREMENTS
EXHIBIT "F"	FORM OF SUB-AGENT AGREEMENT

AGENCY LEASE AGREEMENT

THIS AGENCY LEASE AGREEMENT, dated as of December 1, 2016 (the "**Agency Lease**"), by and between the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a body corporate and politic and a public instrumentality of the State of New York, having its office at 201 East Washington Street, 7th Floor, Syracuse, New York 13202 (the "**Agency**"), and **MAGUIRE FAMILY LIMITED PARTNERSHIP**, a Delaware limited partnership authorized to conduct business in the State of New York having its office at 504 South Meadow Street, Ithaca, New York 14850 (the "**Company**").

WITNESSETH:

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

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

WHEREAS, the Agency, by resolution adopted on December 20, 2016, agreed, at the request of the Company, including its affiliates and subsidiaries (including but not limited to Maguire DRS LLC, a Delaware limited liability company, authorized to conduct business in the State (the "**LLC**")) to undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the "**Land**"); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto ; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the

“*Facility*”); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company’s affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Company is the current fee owner of 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, “*Parcels 1*”) and the Company, or one of its affiliates, is the owner of the Equipment, and upon completion will be the fee owner of the Facility; and

WHEREAS, on or before February 1, 2017 (the “*Parcels 2 Closing Date*”), the Company shall be the fee owner of 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, each located in the City of Syracuse, New York (collectively, “*Parcels 2*” and together with Parcels 1, comprise the Land); and

WHEREAS, the LLC leases 959 Hiawatha Boulevard West, Syracuse, NY pursuant to a long term ground lease dated September 9, 2009 between Boukair Realty LLC and the LLC (the “*Ground Lease*”); and

WHEREAS, the LLC has been operating a car dealership at 959 Hiawatha Boulevard West, Syracuse, NY since July 1st, 2016; and

WHEREAS, under the terms of the Ground Lease, the LLC has exercised its option to purchase the property located at 959 Hiawatha Boulevard West, Syracuse, NY and has further assigned that right to the Company; and

WHEREAS, any and all inventory and equipment located at the 959 Hiawatha Boulevard West, Syracuse, NY dealership upon acquisition will be subject to the Bill of Sale and be purchased as an agent of the Agency for the purpose of completing the Project; and

WHEREAS, the Agency proposes to assist the Company’s acquisition, construction, equipping and completion of the Project Facility and grant the Financial Assistance to the Project by, among other things: (1) appointing the Company and/or its designee as its agent with respect to completing the Project; (2) accepting a leasehold interest in Parcels 1 (on the Closing Date – as defined herein) and in Parcels 2 on or before February 15, 2016 (the “*SIDA’s Second Closing Date*”) and the Facility from the Company; and a fee interest in the Equipment pursuant to a bill of sale from the Company and the LLC; and (2) subleasing the Parcels 1, the Facility and the Equipment to the Company pursuant to this Agency Lease; and

WHEREAS, the Company has leased Parcels 1 and the Facility to the Agency pursuant to the Company Lease Agreement dated as of December 1, 2016 (the “*Company Lease*”); and

WHEREAS, the Company has conveyed, or caused the LLC to convey, title to the Equipment to the Agency pursuant to one or more bills of sale dated as of December 1, 2016; and

WHEREAS, the Agency now proposes to sublease the Parcels 1, the Facility and the Equipment to the Company pursuant to the terms and conditions herein set forth; and

WHEREAS, it is the parties intent that on or after the Parcel 2 Closing Date, but in no event later than February 15, 2017, the parties will amend this Agency Lease to include Parcels 2; 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.

(d) Upon the Company's acquisition of fee title to Parcels 2, but in no event later than SIDA's Second Closing Date, the Agency shall, in cooperation with the Company, amend this Agency Lease to include Parcels 2.

2.2 REPRESENTATIONS AND COVENANTS OF THE COMPANY.

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

(a) The Company is a limited partnership, duly organized, validly existing and in good standing under the laws of the State of Delaware and authorized to conduct business in, and in good standing under the laws of the State of New York, has the power to enter into this

Agency Lease and the other Company Documents and to carry out its obligations hereunder and thereunder, and has duly authorized the execution, delivery, and performance of this Agency Lease and the other Company Documents.

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

(c) The Company is the present fee owner of Parcels 1, the Facility and the Equipment and shall remain the fee owner of the Parcels 1, the Facility and the Equipment for the term of this Agency Lease unless otherwise consented to in writing by the Agency.

(d) The Company shall, on or before the Parcels 2 Closing Date have a valid and enforceable fee interest in Parcels 2 and shall remain and retain such interests for the term of this Agency Lease unless otherwise consented to in writing by the Agency.

(e) Upon acquisition of fee title to Parcels 2, but in no event later than SIDA's Second Closing Date, the Company shall, in cooperation with the Agency, amend this Agency Lease and any other necessary Company Documents to include Parcels 2.

(f) The acquisition of fee title to Parcels 2 on or before the Parcels 2 Closing Date is an integral part of the Project Facility and the Agency's approval of the Project was based upon the totality of the Project Facility not merely Parcels 1; and failure to acquire fee title to Parcels 2 on or before the Parcels 2 Closing Date, and to amend both the Company Lease and the Agency Lease to incorporate Parcels 2 on or before the SIDA Second Closing Date in accordance with the terms of hereof, constitutes an Event of Default hereunder.

(g) The Ground Lease is: (i) in full force and effect and there are no events of default thereunder nor any other event which would, but for the passage of time or the giving of notice, or both, be such an event of default; (ii) the LLC has exercised its option to purchase and has assigned that right to the Company and same shall occur on or before the Parcels 2 Closing Date; and (iii) all approvals required under the Ground Lease to effectuate the option to purchase and/or the assignment of that right to the Company have been obtained.

(h) This Project is primarily used for retail as set forth in the Act. The Project is located in a "Highly Distressed Area" as defined in Section 854(18) of the Act.

(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 Company's Articles of Organization and Operating Agreement;

(2) Require consent under (which has not been heretofore received) or result in a breach of or default under any credit agreement, the Ground Lease, indenture, purchase agreement, mortgage, deed of trust, commitment, guaranty or other agreement or

instrument to which the Company is a party or by which the Company or any of its property may be bound or affected; or

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

(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, construct and equip the Project Facility in the City of Syracuse;

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

(3) Will preserve and increase the overall number of permanent, private sector jobs in the State and the City.

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

(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 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.

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

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

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

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

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

(r) The amount of State and local sales and use tax benefits comprising the Financial Assistance approved by the Agency shall not exceed **\$799,310**. The Company shall not request, obtain nor claim State and local sales and use tax exemptions in excess of this amount.

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

ARTICLE III CONVEYANCE OF LEASEHOLD INTEREST IN PROJECT FACILITY

3.1 AGREEMENT TO CONVEY LEASEHOLD INTEREST TO COMPANY.

The Company has conveyed to the Agency, pursuant to the Company Lease, a leasehold interest in Parcels 1 and the 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 Parcels 1, the Facility and the Equipment 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 Parcels 1, the Equipment and the Facility in any manner not otherwise prohibited by this Agency Lease, the Company Lease and other Company Documents, provided that such use causes the Project Facility to qualify or continue to qualify as a "project" under the Act.

ARTICLE IV CONSTRUCTION AND EQUIPPING OF THE PROJECT

4.1 CONSTRUCTION AND EQUIPPING OF THE PROJECT FACILITY.

(a) The Company shall promptly construct and equip the Project Facility, all in accordance with the Plans and Specifications. Unless a written waiver is first obtained from the Agency, in accordance with the Agency's Local Access Policy, the Company and its Additional Agents (as defined herein), shall utilize local labor, contractors and suppliers for the construction and equipping of the Project Facility. For purposes of this Agency Lease, and in particular this Section 4.1, the term "**local**" shall mean Onondaga, Oswego, Oneida, Madison, Cayuga and Cortland Counties. Failure to comply with the local labor requirements of this Section 4.1 (collectively, "**Local Labor Requirements**") may result in the revocation or recapture of all benefits provided/approved to the Project by the Agency. The Company further agrees to complete and supply the Agency, quarterly, starting the first quarter following the date hereof, the "Contract Status Report" the form of which is attached hereto at **Exhibit "D"**. Failure to comply with any portion of Article 4 may result in the loss of all benefits provided to or for the benefit of the Project in the Agency's sole discretion.

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

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

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

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

(4) To ask, demand, sue for, levy, recover, and receive all such sums of money, debts, dues, and other demands whatsoever which may be due, owing, and payable to the Agency under the terms of any contract, order, receipt, or writing in connection with the

construction, equipping and completion of the Project Facility and to enforce the provisions of any contract, agreement, obligation, bond, or other performance security.

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

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

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

4.2 COMPLETION OF PROJECT FACILITY.

(a) The Company will, or cause its Additional Agents to, proceed with due diligence to acquire, construct, equip and complete the Project Facility, including the acquisition of fee title to Parcels 2. Completion of the acquisition, constructions and equipping of the Project Facility shall be evidenced by a certificate signed by an Authorized Representative of the Company and approved by the Agency, stating:

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

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

(c) Such certificate shall be accompanied by (1) copy of a certificate of occupancy, if required, and any and all permissions, licenses, or consents required of Governmental Authorities for the occupancy, operation, and use of the Project Facility for its intended purposes; and (2) Lien releases from the Company's contractor and any subcontractors under a contract with a price in excess of \$100,000.

4.3 COSTS OF COMPLETION PAID BY COMPANY.

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

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

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

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

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

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

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

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

(c) The Company will be responsible for and shall pay, from the proceeds thereof or otherwise, the Agency's fee and the costs and expenses of the Agency incidental to such additional financing, refinancing or modification thereof, including without limitation the reasonable attorneys' fees of the Agency; and

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

(e) Any and all Mortgages, shall, by its terms, be subordinate to the Agency's right to receive payments under the PILOT Agreement.

ARTICLE V
AGREEMENT TO LEASE PROJECT FACILITY; RENTAL PAYMENTS

5.1 AGREEMENT TO LEASE PROJECT FACILITY.

In consideration of the Company's covenant herein to make rental payments, and the other covenants of the Company contained herein, including the covenant to make additional rent and other payments required hereby, the Agency hereby agrees to lease to the Company, and the Company hereby agrees to lease from the Agency, Parcels 1, the Facility and the Equipment 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 Parcels 1 and the 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 Parcels 1, the Facility and the Equipment 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 Parcels 1, the Facility and the Equipment (except for the Unassigned Rights), such that the Company, and not the Agency, shall have an:

(i) unconditional obligation to bear the economic risk of depreciation and diminution in value of the Project Facility due to obsolescence or exhaustion, and shall bear the risk of loss if the Project Facility is destroyed or damaged;

(ii) unconditional obligation to keep the Project Facility in good condition and repair;

(iii) unconditional and exclusive right to the possession of the Project Facility, and shall have sole control of and responsibility for the Project Facility;

(iv) unconditional obligation to maintain insurance coverage on, and such reserves with respect to, the Project Facility as may be required by the Company, the Agency and the Mortgagee with respect to the Project;

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

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

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

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

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

5.2 TERM OF LEASE; EARLY TERMINATION; SURVIVAL.

(a) The term of this Agency Lease shall commence on the date hereof and continue in full force and effect until the earlier of: (1) the expiration of the PILOT Agreement, or if no PILOT Agreement is executed on SIDA's Second Closing Date, then December 31, 2017; or (2) the early termination of this Agency Lease as provided herein.

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

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

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

(1) **To the Agency**: an amount certified by the Agency as sufficient to pay all unpaid fees and expenses of the Agency incurred under this Agency Lease, 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, or its designee, 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.

(g) The Agency shall, upon payment by the Company of the amounts pursuant hereto and to Sections 5.2(d) above and Section 5.3, deliver to the Company all documents furnished to the Agency by the Company, or prepared by the Agency at the sole expense of the Company, and reasonably necessary to evidence termination of the Company Lease and the Agency Lease, including, but not limited to, lease terminations and a bill of sale from the Agency with respect to its interest in the Equipment, without representation or warranty, subject to the following: (1) any Liens to which such Project Facility was subject when conveyed to the Agency, (2) any Liens created at the request of the Company or to the creation of which the Company consented or in the creation of which the Company acquiesced, (3) any Permitted Encumbrances, and (4) any Liens resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Agency Lease.

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

5.3 RENTAL PAYMENTS AND OTHER AMOUNTS PAYABLE.

(a) The Company shall pay basic rental payments for the Project Facility consisting of: (i) to the Agency in an amount sufficient to pay 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 general obligations of the Company and are absolute and unconditional irrespective of any defense or any rights of set-off, recoupment, or counterclaim it may otherwise have against the Agency. The Company agrees that it will not suspend, discontinue, or abate any payment required by, or fail to observe any of its other covenants or

agreements contained in this Agency Lease for any cause whatsoever, including, without limiting the generality of the foregoing, failure to complete the construction and equipping of the Project Facility, any defect in the title, design, operation, merchantability, fitness, or condition of the Project Facility, or any part thereof, or in the suitability of the Project Facility, or any part thereof, for the Company's purposes or needs, or failure of consideration for, destruction of or damage to, or Condemnation of title to, or the use of all or any part of the Project Facility, any change in the tax or other laws of the United States of America or of the State of New York, or any political subdivision thereof, or any failure of the Agency to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Agency Lease or the Company Lease.

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

ARTICLE VI MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

6.1 MAINTENANCE AND MODIFICATIONS OF PROJECT FACILITY.

The Company shall:

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

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

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

6.2 TAXES, ASSESSMENTS AND UTILITY CHARGES.

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

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

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

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

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

(c) Notwithstanding anything herein to the contrary, the Company shall have the obligation to pay real property taxes as if the Agency had no interest in the Project Facility until the immediately next succeeding applicable tax status date after such time as the PILOT Agreement is executed and delivered.

6.3 INSURANCE REQUIRED.

During the term of this Agency Lease, the Company shall maintain or cause to be maintained insurance with respect to Parcels 1, the Facility and the Equipment 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 Parcels 1, and the 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 Parcels 1 and/or the Facility;

(c) A policy of commercial general liability insurance with a \$1,000,000 combined single limit 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 Parcels, the 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 Parcels 1, the Facility and/or the Equipment or in connection with the ownership, maintenance, use and/or occupancy of Parcels 1, the Facility and/or the Equipment 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 for coverage with respect to the Agency be primary and non-contributory 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. Certificates satisfactory in form and substance evidencing all insurance required hereby shall be delivered to the Agency before 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 a certificate dated not earlier than the immediately preceding January 1 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.

The Company, the City and the Agency intend to enter into a PILOT Agreement with respect to payments in lieu of real estate taxes for the Project on SIDA's Second Closing Date.

ARTICLE VII DAMAGE, DESTRUCTION, AND CONDEMNATION

7.1 DAMAGE OR DESTRUCTION.

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

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

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

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

(b) If the Mortgage shall not be in effect and the Mortgagee shall have no interest in the Project Facility, then notwithstanding anything to the contrary contained in subsection 7.1(a), the Company shall not be obligated to replace, repair, rebuild, or restore the Project Facility, and the Net Proceeds of any insurance settlement shall not be applied as provided in subsection 7.1(a) if the Company shall notify the Agency that, in the Company's sole judgment, the Company does not deem it practical or desirable to replace, repair, rebuild, or restore the Project Facility. In such event, the lesser of (1) the total amount of the Net Proceeds collected under any and all policies of insurance covering the damage to or destruction of the Project Facility, or (2) any other sums payable to the Agency pursuant to this Agency Lease and the other Agency and Company Documents, shall be applied to the repayment of all amounts due

to the Agency under this Agency Lease, the Company Lease, 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 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 due to the Agency under this Agency Lease, the Company Lease and other Agency Documents. If the Net Proceeds of any Condemnation award are less than the amount necessary to pay any and all amounts payable to the Agency, the Company shall pay the difference between such amounts and the Net Proceeds of such Condemnation award so that any and all amounts payable under this Agency Lease, the Company Lease and other Agency Documents to the Agency shall be paid in full. If all amounts due under this Agency Lease, the Company Lease, the 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.

During the term of this Agency Lease, and no less frequently than annually, the Company agrees, whenever reasonably requested by the Agency or the Agency's auditor, to provide and certify, or cause to be certified, such information concerning the Project and/or the Company, its finances, and for itself and each of its Additional Agents, information regarding job creation¹, Local Labor Requirements, exemptions from State and local sales and use tax, real property and mortgage recording taxes and other topics as the Agency from time to time reasonably considers necessary or appropriate including, but not limited to those reports, in substantially the form as set forth in **Exhibit "E"** attached hereto, 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. Notwithstanding anything in this Section 8.5 to the contrary, the Company shall provide the Contract Status Report in accordance with Section 4.1 hereof.

8.6 BOOKS OF RECORD AND ACCOUNT; FINANCIAL STATEMENTS.

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

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.

8.7 COMPLIANCE WITH ORDERS, ORDINANCES, ETC.

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

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

8.8 DISCHARGE OF LIENS AND ENCUMBRANCES.

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

8.9 PERFORMANCE BY AGENCY OF COMPANY'S OBLIGATIONS.

Should the Company fail to make any payment or to do any act as herein provided, the Agency may, but need not, upon ten (10) days' prior written notice to or demand on the Company and without releasing the Company from any obligation herein, make or do the same, including, without limitation, appearing in and defending any action purporting to affect the rights or powers of the Company, or the Agency and paying all expenses, including, without limitation, reasonable attorneys' fees; and the Company shall pay immediately upon demand all sums so expended by the Agency under the authority hereof, together with the interest thereon at a rate of ten percent (10%) per annum or the highest rate permitted by law, whichever is greater.

8.10 DEPRECIATION DEDUCTIONS AND TAX CREDITS.

The parties agree that as between them, the Company shall be entitled to all depreciation deductions and accelerated cost recovery system deductions with respect to any portion of the Project Facility pursuant to Sections 167 and 168 of the Code and to any investment credit pursuant to Section 38 of the Code with respect to any portion of the Project

Facility which constitutes “Section 38 Property” and to all other State and/or federal income tax deductions and credits which may be available with respect to the Project Facility.

8.11 EMPLOYMENT OPPORTUNITIES.

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

8.12 SALES AND USE TAX EXEMPTION.

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

(b) The Company may use and appoint a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, “**Additional Agents**”) in furtherance of the completion of the Project. However, for each Additional Agent, the Company must first: (i) cause 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 and failure to do so will result in the loss of the exemption from State and local sales and use tax.

(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 or such Additional Agent, 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 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. The Agency acknowledges the Company's affiliates, the LLC and Maguire Nissan of Syracuse, LLC, will own franchises that will be operated at and from the Project Facility pursuant to such separate agreements as the Company and its affiliates may deem just and proper for this purpose, and that such agreements are not and will not be in violation of this provision or any other provision of this Agency Lease. Notwithstanding the foregoing, the Company shall not assign this Agency Lease without the prior consent of the Agency as set forth herein.

9.2 TRANSFERS OF INTERESTS.

Company shall not assign or otherwise transfer or allow an assignment or transfer, of a controlling interest in the Company, whether by operation of law or otherwise (including, without limitation, by way of a merger, consolidation or a change of control whereby the current existing equity holders of the Company, as of the date of the application to the Agency, would own, in the aggregate, less than a majority of the total combined voting power of all classes of equity interest of the Company or any surviving entity), without the prior written consent of Agency, which consent shall be in the Agency's sole and absolute discretion; provided however, that any transfers of interests conducted solely as part of an estate planning plan, will not be considered a violation of hits provision or any other provision of this Agency Lease.

9.3 MERGER OF AGENCY.

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

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

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

10.1 EVENTS OF DEFAULT DEFINED.

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

(a) A default by the Company in the due and punctual payment of the amounts specified to be paid pursuant to subsection 5.3 or 8.12(g), beyond applicable cure periods, if any; or

(b) A failure by the Company to acquire fee title to Parcels 2 on or before the Parcels 2 Closing Date and to amend each the Company Lease and this Agency Lease to incorporate Parcels 2 into each such lease in accordance with the terms thereof and hereof; or

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

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

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

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

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

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

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

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

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

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; or
- 3) Terminate the PILOT Agreement;
- 4) 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

5) Seek to recover the Recapture Amount set forth in Article 8 hereof as well as any and all other components of Financial Assistance provided to the Company. Notwithstanding anything herein to the contrary, the Agency may seek to recover any or all of the foregoing if the Company fails to complete the Project, including but not limited to the failure to acquire fee title to Parcels 2 on or before the Parcels 2 Closing Date.

(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
City Hall Commons, 7th Floor
201 East Washington Street
Syracuse, New York 13202
Attn: Chairman

With a copy to:

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

(b) If to the Company, to:

Maguire Family Limited Partnership
504 South Meadow Street
Ithaca, New York 14850
Attn: Philip J. Maguire

With a copy to:

Barney, Grossman, Dubow, Marcus, Orkin, & Tesi, LLP
200 E. Buffalo Street, Suite 402
Ithaca, New York 14850
Attn: Virginia A. Tesi, Esq.

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

11.2 BINDING EFFECT.

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

11.3 SEVERABILITY.

If any one or more of the covenants or agreements provided herein on the part of the Agency or the Company to be performed shall for any reason be held, or shall in fact be, inoperative, unenforceable, or contrary to law in any particular circumstance; such circumstance shall not render the provision in question inoperative or unenforceable in any other circumstance. Further, if any one or more of the sentences, clauses, paragraphs, or sections herein is contrary to law, then such covenant(s) or agreement(s) shall be deemed severable of remaining covenants

and agreements hereof and shall in no way affect the validity of the other provisions of this Agency Lease.

11.4 AMENDMENTS, CHANGES AND MODIFICATIONS.

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

11.5 EXECUTION OF COUNTERPARTS.

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

11.6 APPLICABLE LAW.

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

11.7 WAIVER OF TRIAL BY JURY.

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

11.8 SUBORDINATION.

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

11.9 SURVIVAL OF OBLIGATIONS.

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

(b) The obligations of the Company to repay, defend and/or provide the indemnity required by Sections 8.2 and 8.12 shall survive the termination of this Agency Lease until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action, or prosecution may be brought, and the payment in full or the satisfaction of such claim, cause of action, or prosecution, and the payment of all expenses and charges incurred by the Agency or its officers, members, agents (other than the Company) or employees relating thereto.

(c) The obligations of the Company required by Article 4 and Sections 2.2 8.4 and 11.14 hereof shall similarly survive the termination of this Agency Lease.

11.10 TABLE OF CONTENTS AND SECTION HEADINGS NOT CONTROLLING.

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

11.11 NO RECOURSE; SPECIAL OBLIGATION.

The obligations and agreements of the Agency contained herein and in the other Agency Documents and in any other instrument or document executed in connection herewith or therewith, and any instrument or document supplemental hereto or thereto, shall be deemed the obligations and agreements of the Agency and not of any member, officer, agent 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, or cause its designee to purchase, all the Agency's right, title and interest in and to all of the Equipment for a purchase price equal to the sum of One Dollar (\$1.00), plus payment of all sums due and payable to the Agency or any other Person pursuant to this Agency Lease and the other Company Documents. The Company hereby irrevocably designates the Agency as its attorney-in-fact, coupled with an interest, for the purpose of executing and delivering the bill of sale together with any other documents therewith, including lease terminations in accordance with Section 5.2 hereof, and to take such other and further actions reasonably necessary to confirm the termination of the Agency's interest in the Equipment.

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

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

11.13 ENTIRE AGREEMENT.

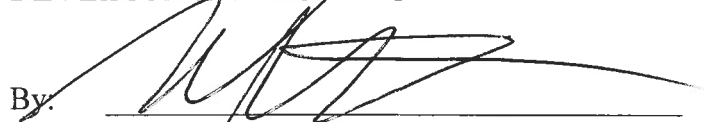
This Agency Lease and the Company Lease contain the entire agreement between the parties and all prior negotiations and agreements are merged therein.

11.14 DISCLOSURE.

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

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

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 

William M. Ryan, Chairman

**MAGUIRE FAMILY LIMITED
PARTNERSHIP**

By: _____
Philip J. Maguire, Member

Acknowledged and Consented to by
on the 29th day of December, 2016:

MAGUIRE DRS LLC

By: _____
Philip J. Maguire, Member

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

On the 29th day of December in the year 2016 before me, the undersigned, personally appeared **William M. Ryan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 20 18

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

On the 29th day of December in the year 2016 before me, the undersigned, personally appeared **Philip J. Maguire**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

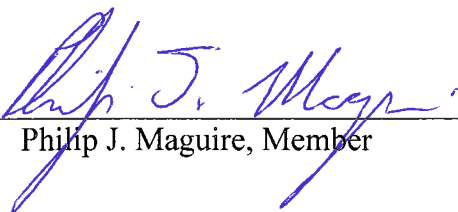
By: _____
William M. Ryan, Chairman

**MAGUIRE FAMILY LIMITED
PARTNERSHIP**

By:  _____
Philip J. Maguire, Member

Acknowledged and Consented to by
on the 29th day of December, 2016:

MAGUIRE DRS LLC

By:  _____
Philip J. Maguire, Member

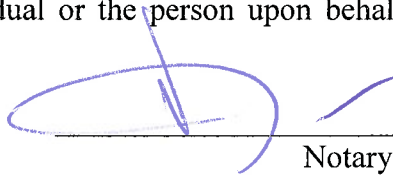
STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS.:

On the 29th day of December in the year 2016 before me, the undersigned, personally appeared **William M. Ryan**, 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)
COUNTY OF ~~ONONDAGA~~) SS.:
Tompkins

On the 29th day of December in the year 2016 before me, the undersigned, personally appeared **Philip J. Maguire**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

VIRGINIA A. TESI
Notary Public, State of New York
No. 02TE6087891
Qualified in Tompkins County
Commission Expires Feb. 24, 2017

EXHIBIT "A"

LEGAL DESCRIPTION

65 Arthur St, LLC to Maguire

PARCEL A: TP #108.01-04-02

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Water Lots 4, 5, 6 and 7 in Block 36 of the former Village of Geddes as shown on a map made by John Randall, Jr., and being more particularly described as follows:

Beginning at a point marked by an iron pin found at the intersection of the southeasterly line of Hiawatha Boulevard with the northerly corner of lands now or formerly of Onondaga County Industrial (Liber 3842 of Deeds at page 257);

Running thence along said southeasterly line North 43 degrees 09 minutes 08 seconds East a distance of 112.20 feet to a point;

Running thence South 41 degrees 58 minutes 22 seconds East a distance of 452.63 feet to a point;

Running thence South 28 degrees 44 minutes 22 seconds East a distance of 375.18 feet to a point;

Running thence South 61 degrees 15 minutes 38 seconds West a distance of 67.98 feet to a point in the northeasterly line of Onondaga County Industrial;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 375.18 to a point;

Running thence North 44 degrees 14 minutes 10 seconds West a distance of 216.93 feet to a point;

Running thence North 51 degrees 56 minutes 36 seconds West a distance of 214.00 feet to the point or place of beginning, containing 1.411 acres of land, more or less.

PARCEL B: TP #108.01-01-02

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 57, 58, 59, 60, 61 and 62 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 250.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 07 seconds West a distance of 239.89 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 120.43 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 43 degrees 09 minutes 13 seconds East a distance of 227.95 feet to the point or place of beginning, containing .644 acres of land.

PARCEL C: TP #108.01-01-03

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 51, 52, 53, 54, 55, and 56 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 370.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 12 seconds West a distance of 258.83 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 30.44 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 91.38 feet to a point in the northeasterly street line of Harbor Street, also being the southwesterly corner of Parcel B, above;

Running thence North 43 degrees 09 minutes 07 seconds East along the southeasterly line of Parcel B, above, a distance of 239.89 feet to the point or place of beginning, containing .680 acres of land.

PARCEL D: TP #108.01-01-04.1

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50, and all of Lot Nos 42, 43, 44, and 45 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin found in the northwesterly street line of Rusin Avenue located South 62 degrees 01 second 28 minutes West a distance of 79.66 feet from the intersection of said street line with the southwesterly street line of State Fair Boulevard;

Running thence South 62 degrees 01 second 28 minutes West a distance of 237.14 feet to a point in the northeasterly line of Harbor Street marked by a pin set;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 121.72 feet to a point marked by a pin set in the northeasterly street line of Harbor Street, also being the southwest corner of Parcel C, above;

Running thence North 43 degrees 09 minutes 12 seconds East along the southeasterly line of Parcel C, above, a distance of 183.82 feet to a point marked by a pin found;

Running thence South 47 degrees 39 minutes 49 seconds East a distance of 192.41 feet to the point or place of beginning, containing .737 acres of land.

Parcel A is conveyed subject to a Right of Way and Easement given to the County of Onondaga for sewers and force mains, dated December 8, 2006 and recorded December 13, 2006 in the Onondaga County Clerk's Office in Liber 4972 of Deeds at Page 504.

Parcels B and C are conveyed subject to a permanent easement being 5.00 feet in width lying southwesterly of and adjacent to said southwesterly boundary of State Fair Boulevard, as reserved by the City of Syracuse in a deed to John Rotella dated November 20, 1974 and recorded December 12, 1974 in the Onondaga County Clerk's Office in Liber 2545 of Deeds at page 181.

Parcels B, C and D are conveyed subject to a Right of Way and Easement given to the County of Onondaga for sewers and force mains, dated December 8, 2006 and recorded December 13, 2006 in the Onondaga County Clerk's Office in Liber 4972 of Deeds at Page 498.

The above described parcels being shown as "PARCEL A", "PARCEL B", "PARCEL C" and "PARCEL D" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being the same premises conveyed to Grantor by deed dated September 16, 2015 and recorded September 18, 2015 in the Onondaga County Clerk's Office in Liber 5341 of Deeds at Page 534.

Lumus Investors Co. to Maguire

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin set in the southwesterly street line of State Fair Boulevard where said street line intersects the northwesterly street line of Rusin Avenue;

Running thence South 62 degrees 01 second 28 minutes West a distance of 79.66 feet to a point in the northwesterly line of Rusin Avenue marked by an iron pin found;

Running thence North 47 degrees 39 minutes 49 seconds West a distance of 192.41 feet to a point marked by an iron pin found;

Running thence North 43 degrees 09 minutes 12 seconds East a distance of 75.01 feet to a point marked by an iron pin found in the southwesterly street line of State Fair Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along said street line a distance of 218.18 feet to the point or place of beginning, containing .353 acres of land.

Subject to permanent easements being 5.00 feet in width lying southwesterly of and adjacent to said southwesterly boundary of State Fair Boulevard, as reserved by the City of Syracuse in two deeds to John Rotella: (a) dated November 20, 1974 and recorded December 12, 1974 in the Onondaga County Clerk's Office in Liber 2545 of Deeds at page 181; and (b) dated January 15, 1976 and recorded April 7, 1976 in the Onondaga County Clerk's Office in Liber 2577 of Deeds at page 522.

The above described parcel being shown as "PARCEL E" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being part of the same premises conveyed to Lumus Investors, Co., by deed of John Rotella dated January 25, 1983 and recorded May 17, 1983 in the Onondaga County Clerk's Office in Liber 3008 of Deeds at Page 331. Peter Muserlian and Paul Anderson were the only partners of Lumus Investors, Co. Peter Muserlian died on April 23, 1999, and Letters Testamentary in the Ancillary Probate action were issued by the Onondaga Surrogate's Court to Margaret M. Mooney, Patricia M. Golding, and Peter E. Muserlian on May 17, 1999. This deed is executed by Paul Anderson, individually and as a partner in Lumus Investors Co., and by Margaret M. Mooney, Patricia M. Golding, and Peter E. Muserlian, individually and as Executors of the Estate of Peter Muserlain, in order to convey any interest of the Grantors, if any, in and to the above described parcel.

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 **MAGUIRE FAMILY LIMITED PARTNERSHIP** (the "*Company*") and now or hereafter attached to, contained in or used or acquired in connection with, at or upon, the Project Facility (as defined in the Agency Lease) or placed on any part thereof, though not attached thereto, including, but not limited to, pipes, screens, fixtures, furniture, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, racks, flagpoles, signs, waste containers, drapes, blinds and accessories, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, automobiles, parts, machinery and all other equipment used in connection with the Project; 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 Agency Lease, the Company Lease, the Mortgage, the PILOT Agreement and any other documents executed by the Agency in connection with the Project or the Financial Assistance granted in connection therewith.

Agency Lease: means the Agency Lease Agreement dated as of December 1, 2016, 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 June 13, 2016, requesting the Agency undertake the Project, as same may be amended or supplemented from time to time.

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

Bill of Sale: means collectively the Company Bill of Sale and the LLC Bill of Sale.

City: means the City of Syracuse.

Closing Date: means December 29, 2016.

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

Company: means Maguire Family Limited Partnership, a limited partnership, organized and existing under the laws of the State of New York having an address at 504 South Meadow Street, Ithaca, New York 14850, and its permitted successors and assigns.

Company Bill of Sale: means that certain Bill of Sale from the Company to the Agency dated as of December 1, 2016 in connection with the Equipment.

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

Company Lease: means the Company Lease Agreement dated as of December 1, 2016 from the Company to the Agency, pursuant to which the Company leased the Project Facility to the Agency, as the same may be amended or supplemented from time to time.

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

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

Environmental Compliance and Indemnification Agreement: means the Environmental Compliance and Indemnification Agreement dated as of December 1, 2016 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.

Ground Lease: means that certain ground lease between Boukair Realty LLC and the LLC dated September 9, 2009 between pursuant to which the LLC leased 959 Hiawatha Boulevard West, Syracuse, NY and exercised its option to purchase and assigned such right to the Company.

Land: means, collectively Parcels 1 and Parcels 2.

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.

LLC: means Maguire DRS LLC, a Delaware limited liability company authorized to conduct business in the State and an affiliated company of the Company.

LLC Bill of Sale: means that certain Bill of Sale from the LLC to the Agency dated as of December 1, 2016 in connection with some or all of the Equipment.

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

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

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

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

Parcels 1: means the approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, State of New York, County of Onondaga, more particularly described on **Exhibit "A"** attached to the Agency Lease.

Parcels 2: means the approximately 7.5 acres of real property located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, each located in the City of Syracuse, State of New York, County of Onondaga.

Parcels 2 Closing Date: shall mean a date on or before February 15, 2017 when the Company shall be the fee owner of 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, Syracuse, NY.

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 to be entered between the Agency and the Company on SIDA's Second Closing Date, as same may be amended or supplemented from time to time in accordance with the terms thereof.

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

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

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

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

Resolution or Resolutions: means the Agency's resolutions adopted on December 20, 2016 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.

SIDA's Second Closing Date: a date on or before February 15, 2016 at which time the Company and the Agency shall amend all necessary Company Documents, including but not limited to the Agency Lease and the Company Lease to include Parcels 2.

State: means the State of New York.

Unassigned Rights: means:

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

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

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

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

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

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

EXHIBIT "D"

FORM OF CONTRACT STATUS REPORT

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Appendix II – Contract Status Report

To be submitted with a request for an extension of the Tax Exempt Certificate

It is a goal of SIDA to promote the use of local labor, contractors and suppliers for projects that receive agency support in the form of tax exemptions and/or bond financing. As part of its request to extend the valid date of the Agency's tax-exempt certificate for the _____ project, _____ (the Company) certifies that the following information regarding the construction and purchase activities undertaken for the project as of _____ (date) is true and correct.

Item	Bid Awarded to: (Name and Address)	Date and Value of Contract	Number of Jobs	
			Total	Local*
1. Site work/Demolition				
2. Foundation and footings				
3. Building				
4. Masonry				
5. Metals				
6. Wood/casework				
7. Thermal and moisture proof				
8. Doors, windows, glazing				
9. Finishes				
10. Electrical				
11. HVAC				
12. Plumbing				
13. Specialties				
14. Machinery and Equipment				
15. Furniture and Fixtures				
16. Utilities				
17. Paving				
18. Landscaping				
19. Other (identify)				

*The number of local jobs means those jobs held by people who live in the five counties in Central New York. This number is subject to verification.

Signature: _____ Name (printed): _____

Title: _____ Date: _____

EXHIBIT "E"

FORM OF ANNUAL REPORTING REQUIREMENTS

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

Date

COMPANY
COMPANY ADDRESS

Dear _____:

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

Sale - Leaseback Financing

Project: _____

Date of Financing:

Principal Amount Financed:

Maturity Date:

Original Interest Rate:

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

Name of Lender

Debt Retired in [year] Yes/No

Debt Refinanced in [year] Yes/No

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

Debt in Default as of [date] Yes/No

Current Interest Rate(s)

Rate range, if Variable

Principal balance outstanding as of [date]

Principal payments made during [year]

Payments in Lieu of Taxes (PILOT)

paid in [year]

Total cost of goods/services purchased: \$ _____

New York State Sales Tax Exemptions Claimed [year]

New York Local Sales Tax Exemptions Claimed: [year]

New York State Mortgage Recording

Tax Exemption: [year]

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

From:

To: _____, CPAs

Re:

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

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

of Current FTE Employees as of [closing date]

of FTE Jobs Created during [year]

of FTE Jobs Retained during [year]

of FTE Construction Jobs Created during [year]

Comments:

Signature

Print Name

Title

Date

EXHIBIT "F"

FORM OF SUB-AGENT AGREEMENT

THIS SUB-AGENT APPOINTMENT AGREEMENT (the "**Agreement**"), dated as of _____, 20____, is by and between **MAGUIRE FAMILY LIMITED PARTNERSHIP**, with a mailing address of 504 South Meadow Street, Ithaca, New York 14850 (the "**Company**"), and [NAME OF SUB-AGENT], a _____ of the State of New York, having an office for the transaction of business at _____ (the "**Sub-Agent**").

WITNESSETH:

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

WHEREAS, by resolution of its members adopted on December 20, 2016 (the "**Resolution**"), the Agency authorized the Company, including its affiliates and subsidiaries (including but not limited to Maguire DRS LLC, a Delaware limited liability company, authorized to conduct business in the State (the "**LLC**")) to undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the "**Land**"); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto ; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company's affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, by the Resolution, the Agency delegated to the Company the authority to appoint sub-agents subject to the execution of a project agreement by and between the Company and the Agency and compliance with the terms set forth therein;

WHEREAS, the Company and the Agency entered into a Project Agreement by and between the Company and the Agency dated as of December 1, 2016 (the "**Project Agreement**").

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

1. The Company hereby appoints the Sub-Agent as an 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, the Project Agreement 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 all purchases made by the Sub-Agent in connection with the Project shall be made using Form ST-123 (IDA Agent or Project Operator Exempt Purchase Certificate), a copy of which is attached hereto as **Schedule "B"**). It shall be the responsibility of the Sub-Agent 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.

d. 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 IDA 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: Maguire Syracuse Project; 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard and 101 and 103 Rusin Avenue and Harbor Street; IDA Project No. 31021608.

e. 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.

f. 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.

g. 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.

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

i. 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 insurance policies set forth on **Schedule "C"** attached hereto with an insurance company licensed in the State that has an A.M. Best rating of not less than A-.

j. 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 and the Recapture of the Recapture Amount 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 Project Agreement 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 3 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.

MAGUIRE FAMILY LIMITED PARTNERSHIP

By: _____
Name:
Title:

[NAME OF SUB-AGENT]

By: _____
Name:
Title:

SCHEDULE "A"
to Form of Sub-Agent Appointment Agreement

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: _____

SCHEDULE "B"
to Form of Sub-Agent Appointment 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 DSO 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 rendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the veracity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

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

Instructions

To the purchaser

You may use Form ST-123 if you:

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

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

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

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

IDAs are exempt from the payment of sales and use tax on their purchases, in accordance with Tax Law section 1116(a)(1). However, IDAs do not normally make direct purchases for projects. Commonly, IDAs instead appoint a business enterprise or developer, contractor, or subcontractor as its agent or project operator. Such purchases made by the agent or project operator, acting within the authority granted by the IDA, are deemed to be made by the IDA and therefore exempt from tax.

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

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

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

Exempt purchases

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

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

Misuse of this certificate

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

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

To the seller

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

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

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




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

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

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 5A, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?

	Visit our Web site at www.tax.ny.gov
	<ul style="list-style-type: none"> • 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 "C" to Sub-Agent Appointment Agreement

Insurance Requirements

"All Risk" (excluding terrorism coverage if unavailable at commercially reasonable rates as determined by the Sub-Agent) builder's risk insurance, including collapse coverage and coverage for material in storage and while in transit, for one hundred percent (100%) of the insurable replacement value of the Project on a replacement cost basis on all materials, equipment and supplies which are to become a permanent part of the Project, while awaiting erection and until completion; (ii) worker's compensation insurance including employer's liability to provide statutory benefits as required by applicable Legal Requirements; (iii) commercial general liability insurance for hazard of operation, independent contractors, products and completed operations, such liability insurance to include broad form property damage and afford coverage for explosion, collapse and underground hazards and personal injury liability insurance, and contractual liability coverage for the Sub-Agent's indemnification obligations hereunder, all with limits of not less than Five Million Dollars (\$5,000,000) per occurrence on an "occurrence" basis and Ten Million Dollars (\$10,000,000) in the aggregate; and (iv) comprehensive automobile liability covering owned, non-owned and hired vehicles used in connection with the construction of the Project with limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage. The Sub-Agent shall deliver to the Agency any policies (or certificates thereof) with respect to insurance required hereunder prior to the commencement of construction or related work on the Project, and shall deliver renewal policies (or certificates thereof) at least thirty (30) days before the expiration date of any policy maintained in connection with the Project. All policies evidencing such insurance except the Workers' Compensation policy shall name the Sub-Agent as insured and the Agency as an additional insured, as its interests may appear, and all policies shall provide that the coverage with respect to the Agency be primary and non-contributory 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; and (B) 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.

7

**MEMORANDUM OF
AGENCY LEASE AGREEMENT**

NAME AND ADDRESS OF LESSOR:

City of Syracuse Industrial Development Agency
City Hall Commons, 7th Floor
201 East Washington Street
Syracuse, New York 13202

NAME AND ADDRESS OF LESSEE:

Maguire Family Limited Partnership
504 South Meadow Street
Ithaca, New York 14850

DESCRIPTION OF LEASED PREMISES:

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

27526

DATE OF EXECUTION OF AGENCY LEASE AGREEMENT:

As of December 1, 2016

TERM OF AGENCY LEASE AGREEMENT:

The Agency Lease Agreement shall be in effect for a term commencing as of December 1, 2016 and shall terminate on earlier of: (1) the expiration of the PILOT Agreement, or if no PILOT Agreement is executed in accordance with the Agency Lease, then December 31, 2017; or (2) the early termination of the Agency Lease as provided in the Agency Lease.

12/30/16 4709516 DE DE-5407P-108

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 1st day of December, 2016.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
William M. Ryan, Chairman

MAGUIRE FAMILY LIMITED PARTNERSHIP

By: _____
Philip J. Maguire, Member

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

On this 29th day of December, 2016, before me, the undersigned, personally appeared, **William M. Ryan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Lori L. McRobbie

Notary Public

Lori McRobbie

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC505591
Commission Expires on Feb. 12, 20 18

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

*ONON.
CO*

2/12/18

New York

On this _____ day of December, 2016, before me, the undersigned, personally appeared, **Philip J. Maguire**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 1st day of December, 2016.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
William M. Ryan, Chairman

MAGUIRE FAMILY LIMITED PARTNERSHIP

By: Philip J. Maguire
Philip J. Maguire, Member

Acknowledged and Consented to by
on the 29th day of December, 2016:

MAGUIRE DRS LLC

By: Philip J. Maguire
Philip J. Maguire, Member

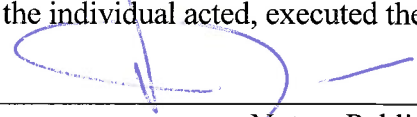
STATE OF NEW YORK)
) ss.:
COUNTY OF ONONDAGA)

On this 29th day of December, 2016, before me, the undersigned, personally appeared, **William M. Ryan**, 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~~)
TOMPKINS

On this *29* day of December, 2016, before me, the undersigned, personally appeared, **Philip J. Maguire**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

VIRGINIA A. TESI
Notary Public, State of New York
No. 02TE6087891
Qualified in Tompkins County
Commission Expires Feb. 24, 20*17*

EXHIBIT "A"

LEGAL DESCRIPTION

65 Arthur St, LLC to Maguire

PARCEL A: TP #108.01-04-02

(GED)
SW
All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Water Lots 4, 5, 6 and 7 in Block 36 of the former Village of Geddes as shown on a map made by John Randall, Jr., and being more particularly described as follows:

Beginning at a point marked by an iron pin found at the intersection of the southeasterly line of Hiawatha Boulevard with the northerly corner of lands now or formerly of Onondaga County Industrial (Liber 3842 of Deeds at page 257);

Running thence along said southeasterly line North 43 degrees 09 minutes 08 seconds East a distance of 112.20 feet to a point;

Running thence South 41 degrees 58 minutes 22 seconds East a distance of 452.63 feet to a point;

Running thence South 28 degrees 44 minutes 22 seconds East a distance of 375.18 feet to a point;

Running thence South 61 degrees 15 minutes 38 seconds West a distance of 67.98 feet to a point in the northeasterly line of Onondaga County Industrial;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 375.18 to a point;

Running thence North 44 degrees 14 minutes 10 seconds West a distance of 216.93 feet to a point;

Running thence North 51 degrees 56 minutes 36 seconds West a distance of 214.00 feet to the point or place of beginning, containing 1.411 acres of land, more or less.

PARCEL B: TP #108.01-01-02

NW
All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 57, 58, 59, 60, 61 and 62 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 250.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 07 seconds West a distance of 239.89 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 120.43 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 43 degrees 09 minutes 13 seconds East a distance of 227.95 feet to the point or place of beginning, containing .644 acres of land.

PARCEL C: TP #108.01-01-03

NW All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 51, 52, 53, 54, 55, and 56 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 370.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 12 seconds West a distance of 258.83 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 30.44 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 91.38 feet to a point in the northeasterly street line of Harbor Street, also being the southwesterly corner of Parcel B, above;

Running thence North 43 degrees 09 minutes 07 seconds East along the southeasterly line of Parcel B, above, a distance of 239.89 feet to the point or place of beginning, containing .680 acres of land.

PARCEL D: TP #108.01-01-04.1

NW All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50, and all of Lot Nos 42, 43, 44, and 45 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin found in the northwesterly street line of Rusin Avenue located South 62 degrees 01 second 28 minutes West a distance of 79.66 feet from the intersection of said street line with the southwesterly street line of State Fair Boulevard;

Running thence South 62 degrees 01 second 28 minutes West a distance of 237.14 feet to a point in the northeasterly line of Harbor Street marked by a pin set;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 121.72 feet to a point marked by a pin set in the northeasterly street line of Harbor Street, also being the southwest corner of Parcel C, above;

Running thence North 43 degrees 09 minutes 12 seconds East along the southeasterly line of Parcel C, above, a distance of 183.82 feet to a point marked by a pin found;

Running thence South 47 degrees 39 minutes 49 seconds East a distance of 192.41 feet to the point or place of beginning, containing .737 acres of land.

Parcel A is conveyed subject to a Right of Way and Easement given to the County of Onondaga for sewers and force mains, dated December 8, 2006 and recorded December 13, 2006 in the Onondaga County Clerk's Office in Liber 4972 of Deeds at Page 504.

Parcels B and C are conveyed subject to a permanent easement being 5.00 feet in width lying southwesterly of and adjacent to said southwesterly boundary of State Fair Boulevard, as reserved by the City of Syracuse in a deed to John Rotella dated November 20, 1974 and recorded December 12, 1974 in the Onondaga County Clerk's Office in Liber 2545 of Deeds at page 181.

Parcels B, C and D are conveyed subject to a Right of Way and Easement given to the County of Onondaga for sewers and force mains, dated December 8, 2006 and recorded December 13, 2006 in the Onondaga County Clerk's Office in Liber 4972 of Deeds at Page 498.

The above described parcels being shown as "PARCEL A", "PARCEL B", "PARCEL C" and "PARCEL D" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being the same premises conveyed to Grantor by deed dated September 16, 2015 and recorded September 18, 2015 in the Onondaga County Clerk's Office in Liber 5341 of Deeds at Page 534.

Lumus Investors Co. to Maguire

NW
All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin set in the southwesterly street line of State Fair Boulevard where said street line intersects the northwesterly street line of Rusin Avenue;

Running thence South 62 degrees 01 second 28 minutes West a distance of 79.66 feet to a point in the northwesterly line of Rusin Avenue marked by an iron pin found;

Running thence North 47 degrees 39 minutes 49 seconds West a distance of 192.41 feet to a point marked by an iron pin found;

Running thence North 43 degrees 09 minutes 12 seconds East a distance of 75.01 feet to a point marked by an iron pin found in the southwesterly street line of State Fair Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along said street line a distance of 218.18 feet to the point or place of beginning, containing .353 acres of land.

Subject to permanent easements being 5.00 feet in width lying southwesterly of and adjacent to said southwesterly boundary of State Fair Boulevard, as reserved by the City of Syracuse in two deeds to John Rotella: (a) dated November 20, 1974 and recorded December 12, 1974 in the Onondaga County Clerk's Office in Liber 2545 of Deeds at page 181; and (b) dated January 15, 1976 and recorded April 7, 1976 in the Onondaga County Clerk's Office in Liber 2577 of Deeds at page 522.

The above described parcel being shown as "PARCEL E" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being part of the same premises conveyed to Lumus Investors, Co., by deed of John Rotella dated January 25, 1983 and recorded May 17, 1983 in the Onondaga County Clerk's Office in Liber 3008 of Deeds at Page 331. Peter Muserlian and Paul Anderson were the only partners of Lumus Investors, Co. Peter Muserlian died on April 23, 1999, and Letters Testamentary in the Ancillary Probate action were issued by the Onondaga Surrogate's Court to Margaret M. Mooney, Patricia M. Golding, and Peter E. Muserlian on May 17, 1999. This deed is executed by Paul Anderson, individually and as a partner in Lumus Investors Co., and by Margaret M. Mooney, Patricia M. Golding, and Peter E. Muserlian, individually and as Executors of the Estate of Peter Muserlain, in order to convey any interest of the Grantors, if any, in and to the above described parcel.



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

Recording office time stamp

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

Schedule A – Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) City of Syracuse Industrial Development Agency Mailing address 201 East Washington Street, 7th Floor City State ZIP code Syracuse NY 13204 Single member's name if grantor is a single member LLC (see instructions)	Social security number Social security number Federal EIN 52-1380308 Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) Maguire Family Limited Partnership Mailing address 504 South Meadow Street City State ZIP code Ithaca NY 14850 Single member's name if grantee is a single member LLC (see instructions)	Social security number Social security number Federal EIN 16-1545665 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 "A" attached	Syracuse	Onondaga

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input checked="" type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input type="checkbox"/> Other _____	Date of conveyance <table style="border: 1px solid black; text-align: center; width: 100%;"> <tr> <td style="width: 33%;">12</td> <td style="width: 33%;">29</td> <td style="width: 33%;">2016</td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table>	12	29	2016	month	day	year	Percentage of real property conveyed which is residential real property _____ 0% (see instructions)
12	29	2016							
month	day	year							

Condition of conveyance (check all that apply)

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

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

10/25 10/30/16 4709516 05 DE-5407P-108

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

Part I – Computation of tax due

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

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

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

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

1.		
2.		
3.		

Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

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

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d
- e. Conveyance is given in connection with a tax sale e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) See Schedule "B"..... k

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

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

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

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

- 1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

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

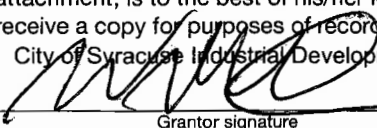
- Other (attach detailed explanation).
- 3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) must sign)

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

City of Syracuse Industrial Development Agency

Maguire Family Limited Partnership

 _____ Grantor signature William M. Ryan	Chairman _____ Title	_____ Grantee signature Philip J. Maguire	Member _____ Title
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

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

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

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

- 1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

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

Other (attach detailed explanation).

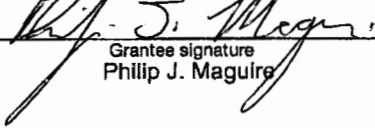
- 3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the NYC Department of Finance.)

Signature (both the grantor(s) and grantee(s) must sign)

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

City of Syracuse Industrial Development Agency

Maguire Family Limited Partnership

Grantor signature William M. Ryan	Chairman Title	 Grantee signature Philip J. Maguire	Member Title
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

SCHEDULE "A"

Tax map designation	SWIS Code	Street Address
108.1-04-02.0	311500	1027 Hiawatha Boulevard West
108.1-01-03.0	311500	401 State Fair Boulevard
108.1-01-02.0	311500	403 State Fair Boulevard
108.1-01-17.0	311500	101 Rusin Avenue
108.1-01-04.1	311500	103 Rusin Avenue and Harbor Street

SCHEDULE "B"

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.

8

CERTIFICATION

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agency Lease Agreement by and between the parties dated as of December 1, 2016.

The undersigned, Philip J. Maguire, Member and authorized signatory of Maguire Family Limited Partnership (the "**Company**"), does hereby certify and confirm:

(1) that the Company has reviewed and understands the Agency's Local Labor 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.

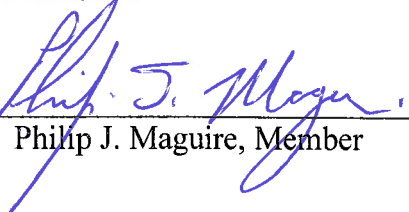
For purposes of this Policy, the term "local" shall mean: Cayuga, Cortland, Madison, Onondaga, Oneida and Oswego Counties.

(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: December 29, 2016

**MAGUIRE FAMILY LIMITED
PARTNERSHIP**

By: _____


Philip J. Maguire, Member

9

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ADDITIONAL REMARKS SCHEDULE

AGENCY Zurich - Account Service Center		NAMED INSURED MAGUIRE AUTOMOTIVE, LLC 959 HIAWATHA BOULEVARD WEST SYRACUSE, NY 13204	
POLICY NUMBER 343261			
CARRIER Universal Underwriters Insurance Company	NAIC CODE 41181	EFFECTIVE DATE: 06/01/2016	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Endorsement 089-Umbrella Limit Inclusive applies.

Certificate Holder is named as Additional Insured; Endorsement 0033 applies.

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY, AS ITS INTERESTS MAY APPEAR are named as Additional Insured: Primary and Non-Contributory Conditions; Endorsement 0755 applies.

UMBRELLA LIABILITY COVERS ALL LOCATIONS

Covered Location(s) Include: TP#108.01-02-43.1 (6.3 acre parcel to the rear of Loc 22) SYRACUSE, NY, 13204;
 TP#108.01-02-40.1 (6.9 acres parcel to the rear of Loc 23) SYRACUSE, NY, 13204

Other Insured(s) Include: MAGUIRE FAMILY LIMITED, PARTNERSHIP, LLP, 504 SOUTH MEADOW STREET, ITHACA, NY, 14850

Certificate Holder is named as Loss Payee/Mortgagee with respect to location(s):
 959 HIAWATHA BOULEVARD WEST, SYRACUSE NY 13204

Location: 22 - 959 HIAWATHA BOULEVARD WEST SYRACUSE, NY 13204

Building - Special Form

Limit: \$4,000,000

Ded: \$2,500

Wind/Hail Ded: \$2,500

Breakdown Ded: NO COVER

Earthquake Ded: NO COVER

Coinsurance: 100%

Replacement Cost basis; Endorsement 0016 applies

Agreed Value basis; Endorsement 660 applies

UNIVERSAL UNDERWRITERS INSURANCE COMPANY

7045 COLLEGE BOULEVARD OVERLAND PARK, KANSAS 66211-1523

A Stock Insurance Company

0149078 01

THIS POLICY INSURES ONLY THOSE COVERAGES AND PROPERTY SHOWN IN THE DECLARATIONS MADE A PART OF THIS POLICY. SUCH INSURANCE APPLIES ONLY TO THOSE INSURED, SECURITY INTERESTS, AND LOCATIONS DESIGNATED FOR EACH COVERAGE AS IDENTIFIED IN ITEM 2 BY LETTER(S) OR NUMBER. (CHANGES, IF ANY, ARE INDICATED BY +)

THIS DECLARATIONS PAGE IS SUBSTITUTED, AND ALL PREVIOUS DECLARATIONS PAGES ARE VOID EFFECTIVE JANUARY 01, 2017

ITEM 1
POLICY PERIOD JUNE 01, 2016 TO JUNE 01, 2017 POLICY NO. 343261

ITEM 2

NAMED INSURED AND TYPE:

01	MAGUIRE AUTOMOTIVE, LLC	CORPORATION
02	MAGUIRE FORD LINCOLN MAGUIRE FORD, INC. DBA	CORPORATION
03	MAGUIRE HYUNDAI MAGUIRE SUBARU MAGUIRE CARS, LLC DBA	CORPORATION
04	MAGUIRE CHRYSLER JEEP DODGE MAGUIRE CDJR, LLC DBA	CORPORATION
05	MAGUIRE CHEVROLET CADILLAC MAGUIRE MOTORS, LLC DBA	CORPORATION
06	MAGUIRE CHEVROLET, LLC	CORPORATION
07	MAGUIRE NISSAN, INC	CORPORATION
08	MAGUIRE AUTOMOTIVE GROUP, LLC	CORPORATION
10	MAGUIRE CHRYSLER OF WATKINS GLEN MAGUIRE CDJRWG, LLC DBA 502 N FRANKLIN WATKINS GLEN, NY 14891	CORPORATION
11	MAGUIRE FAMILY INSURANCE SERVICES MAGUIRE FAMILY INSURANCE BROKERS, LLC DBA 2071 TRUMANSBURG ROAD SUITE B TRUMANSBURG, NY 14886	OTHER
13	MAGUIRE FAMILY INSURANCE AGENCY,	OTHER

343261 V-2 (12-1998)

PAGE 1-A

UNIVERSAL UNDERWRITERS INSURANCE COMPANY

7045 COLLEGE BOULEVARD OVERLAND PARK, KANSAS 66211-1523

A Stock Insurance Company

0149078 01

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ITEM 2

LLC
504 SOUTH MEADOW STREET
ITHACA, NY 14850

14 MAGUIRE NISSAN OF SYRACUSE
MAGUIRE NISSAN OF SYRACUSE, LLC
DBA
504 SOUTH MEADOW STREET
ITHACA, NY 14850

OTHER

15 MAGUIRE RESALE
MAGURE FORD, INC. DBA

CORPORATION

16 MAGUIRE DRS, LLC
MAGUIRE DODGE RAM OF SYRACUSE

OTHER

OTHER INSUREDS:

AA TIMOTHY J. AND FRANCES E. MAGUIRE

BB PHILIP & NICOLE MAGUIRE
320 PENNSYLVANIA AVE
TRUMANSBURG, NY 14886

CC CARPENTER BUSINESS PARK, LLC
742 CASCADILLA STREET
ITHACA, NY 14850

DD MAGUIRE FAMILY LIMITED
PARTNERSHIP, LLP
504 SOUTH MEADOW STREET
ITHACA, NY 14850

EE MAGUIRE FAMILY ENTERPRISES, LLP
504 SOUTH MEADOW STREET
ITHACA, NY 14850

FF TOYOTA MOTOR CREDIT CORPORATION
90 CRYSTAL RUN ROAD
SUITE 310
MIDDLETOWN, NY 10941
ENDORSEMENT 0532 APPLIES

GG USAA
PO BOX 659468
HOFFMAN ESTATES, IL 60192
END 0532,0533,0757 APPLY

HH MAGUIRE, LLC

UNIVERSAL UNDERWRITERS INSURANCE COMPANY

7045 COLLEGE BOULEVARD OVERLAND PARK, KANSAS 66211-1523

A Stock Insurance Company

0149078 01

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ITEM 2

- II INTER-INDUSTRY CONFERENCE ON AUTO
COLLISION REPAIR
5125 TRILLIUM BOULEVARD
HOFFMAN ESTATES, IL 60192
END 0748 AND 0757 APPLY

- JJ PROGRESSIVE DIRECT INSURANCE
CO NETWORK SHOP
6300 WILSON MILLS RD E6G
MAYFIELD VILLAGE, OH 44143
END 0532 AND 0533 APPLY

- + KK CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY AS ITS MAY
APPEAR
CITY HALL COMMONS, 7TH FLOOR
201 EAST WASHINGTON STREET
SYRACUSE, NY 13202
ADDITIONAL INSURED
LOC 22,25,26,27,28,29

- LL WILLIAM B. FUCCILLO, SR.
C/O FUCCILLO AUTOMOTIVE GROUP, INC
10524 US RT. 11
PO BOX 69
ADAMS, NY 13605

- MM AUTO ROW REALTY, INC.
717 W. GENESEE ST.
SYRACUSE, NY 13204

- OO AUTOMOTIVE LIFT INSTITUTE, INC.
PO BOX 85
CORTLAND, NY 13045
END 0532 APPLIES

- PP WEGMANS FOOD MARKET INC
500 SOUTH MEADOW STREET
ITHACA, NY 14850
END 0757 APPLIES
ADDING 6/20/16 TO 7/20/16

- RR THE PEOPLE OF THE STATE OF NEW
YORK, THE NEW YORK STATE OFFICE
OF GENERAL SERVICES, ANY ENTITY
AUTHORIZED BY LAW OR REGULATION
TO USE THE CONTRACT AND THEIR
OFFICERS, AGENTS AND EMPLOYEES

UNIVERSAL UNDERWRITERS INSURANCE COMPANY

7045 COLLEGE BOULEVARD OVERLAND PARK, KANSAS 66211-1523

A Stock Insurance Company

0149078 01

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ITEM 2

38TH FL, CORNING TWR, EMPIRE PLAZA
ALBANY, NY 12242
AWARD 22898 CONTRACT, END 532
END 0748 & 0757

SECURITY INTERESTS:

- A HLC FINANCIAL, INC., ITS
SUCCESSORS AND/OR ASSIGNS
5716 CORSA AVE, SUITE 208
WESTLAKE VILLAGE, CA 91362
- B LEASE MARKETING LTD AND
ITS ASSIGNEE
3025 HIGHLAND PARK, SUITE 450
DOWNERS GROVE, IL 60515
- C TOYOTA MOTOR CREDIT CORPORATION
90 CRYSTAL RUN ROAD
SUITE 310
MIDDLETOWN, NY 10941
- D FORD MOTOR CREDIT COMPANY
3620 QUEEN PALM DRIVE
TAMPA, FL 33619
- E FARMERS INSURANCE EXCHANGE
2ND FLOOR
100 ELWOOD DAVIS RD
N SYRACUSE, NY 13212
END 0686 APPLIES
- + F CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY AS ITS MAY
APPEAR
CITY HALL COMMONS, 7TH FLOOR
201 EAST WASHINGTON STREET
SYRACUSE, NY 13202
- G JPMORGAN CHASE BANK, NA
7610 W. WASHINGTON STREET
IN1-4002
INDIANAPOLIS, IN 46231
END 668 APPLIES
- H TOMPKINS TRUST COMPANY, ITS
SUCCESSORS AND ASSIGNS, ATIMA
PO BOX 390197
MINNEAPOLIS, MN 55439

UNIVERSAL UNDERWRITERS INSURANCE COMPANY

7045 COLLEGE BOULEVARD OVERLAND PARK, KANSAS 66211-1523

A Stock Insurance Company

0149078 01

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DECLARATIONS PAGES ARE VOID EFFECTIVE JANUARY 01, 2017

ITEM 2

- I LEARN MOTOR COMPANY, INC
MICHAEL LEARN
502 N FRANKLIN ST
WATKINS GLEN, NY 14891
- J CFCU COMMUNITY CREDIT UNION
ATTN: INSURANCE TRACKING CENTER
PO BOX 924537
FORT WORTH, TX 76124
ADDED EFFECTIVE 6/1/2016

LOCATIONS:

- | | | |
|------|---|--|
| 01 | 504 SOUTH MEADOW STREET
ITHACA, NY 14850 | AUTO SALES & SERVICE |
| 02 | 362-370 ELMIRA ROAD
ITHACA, NY 14850 | AUTO SALES & SERVICE
AUTO BODY SHOP |
| 03 | 320 ELMIRA ROAD
ITHACA, NY 14850 | AUTO SALES & SERVICE |
| 04 | 316-318 ELMIRA ROAD
ITHACA, NY 14850 | AUTO SALES & SERVICE |
| 05 | 35 CINEMA DRIVE
ITHACA, NY 14850 | AUTO SALES & SERVICE
AUTO BODY SHOP |
| 06 | 2073 TRUMANSBURG ROAD (ROUTE 96)
TRUMANSBURG, NY 14886 | AUTO SALES & SERVICE |
| 07 | 2073 ROUTE 96 (REAR OF)
TRUMANSBURG, NY 14886 | AUTO SERVICE
AUTO BODY SHOP |
| 08 | 2071 ROUTE 96
TRUMANSBURG, NY 14886 | AUTO BODY SHOP
OFFICE |
| 09 | 308 ELMIRA ROAD
ITHACA, NY 14850 | AUTO STORAGE |
| 10 | 502 N FRANKLIN ST
WATKINS GLEN, NY 14891 | AUTO SALES & SERVICE |
| 11 | 503-507 N FRANKLIN ST
WATKINS GLEN, NY 14891 | AUTO STORAGE |
| + 12 | 150-154 CECIL A MALONE DRIVE
ITHACA, NY 14850 | AUTO CLEAN-UP/DETAILING |

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13	742 CASCADILLA STREET ITHACA, NY 14850	AUTO STORAGE
14	SOUTH OF 3RD ST & WEST OF STATE ROUTE 13 ITHACA, NY 14850	VACANT LAND
15	716 WEST GENESEE STREET SYRACUSE, NY 13204	AUTO SALES & SERVICE
16	523 WEST GENESEE STREET SYRACUSE, NY 13204	AUTO SALES & SHOWROOM
17	523 WEST GENESEE STREET (REAR) SYRACUSE, NY 13204	AUTO CLEAN-UP/DETAILING
21	358 ELMIRA ROAD ITHACA, NY 14850	AUTO SALES & SERVICE
22	959 HIAWATHA BOULEVARD WEST SYRACUSE, NY 13204	AUTO SALES & SERVICE
23	975 HIAWATHA BOULEVARD WEST SYRACUSE, NY 13204	USED CAR SALES & SERVICE
24	500 SOUTH MEADOW STREET ITHACA, NY 14850	AUTO STORAGE
+ 25	406-410 STATE FAIR BLVD SYRACUSE, NY 13204	VACANT LAND
+ 26	101 RUSIN AVE SYRACUSE, NY 13207	VACANT LAND
+ 27	103 RUSIN AVENUE SYRACUSE, NY 13207	VACANT LAND
+ 28	401-403 STATE FAIR BOULEVARD SYRACUSE, NY 13207	VACANT LAND
+ 29	1027 HIAWATHA BLVD SYRACUSE, NY 13204	VACANT LAND

ACTS OF TERRORISM EXCLUDED

ENDORSEMENTS APPLICABLE:

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ITEM 2
0497 TERRORISM EXCLUSION

ITEM 3
COVERAGES, PROPERTY INSURED, AND
SPECIAL PROVISIONS APPLICABLE TO
EACH COVERAGE PART:

INSUREDS	LOCA- TIONS	PERILS INSURED	OUR LIMITS
----------	----------------	-------------------	---------------

AUTO INVENTORY PHYSICAL DAMAGE + (PART 300)	01, 02, 03, ALL 04, 05, 06, 07, 08, 10, 11, 13, 14, 15, 16	SEE BELOW	66,960,840
--	--	--------------	------------

REPAIRS: 100% LABOR - YOUR AUTOS 75% PARTS - YOUR AUTOS 100% LABOR - CUSTOMER AUTOS 75% PARTS - CUSTOMER AUTOS	EXTENDED THEFT	100,000
---	-------------------	---------

ENDORSEMENTS APPLICABLE:

- 0001 LOSS PAYABLE PROVISIONS
- 0081 WRAPAROUND SPECIFIED PERILS
- 0082 WRAPAROUND UNNAMED PERILS
- 0083 WRAPAROUND COLLISION
- 0084 WRAPAROUND EXTENDED THEFT
- 0216 EXTENSION OF CREDIT
EXCLUSION DELETED
- 0346 LIMIT PER EMPLOYEE FOR THEFT
OF AUTOS
- 0418 VIDEO EQUIPMENT IN AUTOS

=====

2500/9999 DEDUCTIBLES LISTED
BELOW ARE AMENDED TO READ:
2500/25000 FOR COMPREHENSIVE

=====

2500/9999 DEDUCTIBLES LISTED
BELOW ARE AMENDED TO READ:
2500/10000 FOR COLLISION

=====

FOR CUSTOMER AUTO:
2500/9999 DEDUCTIBLES LISTED
BELOW ARE AMENDED TO READ:
2500/10000

- + 0482 ENDORSEMENT APPLIES
- + TO LOCATIONS 01, 12, 14, 22, 23, 24
- + AND LOC 25, 26, 27

PERILS AND DEDUCTIBLES	OTHER	--COMPREHENSIVE--	COLLISION	EXTENDED
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COVERAGES, PROPERTY INSURED, AND
SPECIAL PROVISIONS APPLICABLE TO
EACH COVERAGE PART:

INSUREDS	LOCA- TIONS	PERILS INSURED	OUR LIMITS
----------	----------------	-------------------	---------------

AUTO INVENTORY PHYSICAL DAMAGE
(PART 300)

SCHEDULE:	INSUREDS	SPECIFIED PERILS	UNNAMED PERILS	THEFT
NEW PRIVATE PASSENGER	C, D, G	2500/9999	2500/9999	2500
NEW TRUCKS	C, D, G	2500/9999	2500/9999	2500
USED PRIVATE PASSENGER	C, D, G	2500/9999	2500/9999	2500
USED TRUCKS	C, D, G	2500/9999	2500/9999	2500
FARM TRACTORS - IMPLEMENT	C, D, G	2500/9999	2500/9999	2500
DEMONSTRATOR-COMPANY AUTO	C, D, G	2500/9999	2500/9999	2500
SERVICE AUTOS	C, D, G	2500/9999	2500/9999	2500
+ CUSTOMER'S AUTOS		2500/9999	2500/9999	2500
0010 BROADENED COVERAGE OTHER PROPERTY				
0389 CUSTOMER AUTO - LEGAL LIABILITY FOR NATURAL DISASTER				
0418 VIDEO EQUIPMENT IN AUTOS				
+ DRIVE OTHER AUTOS	AA, BB	500	500	500
0011 DRIVE OTHER AUTOS				NO COVER

PROPERTY (PART 330)
PERILS AND DEDUCTIBLES

COINS%

+BUILDING		NONE	02, DD, FF, 01	SEE	2,000,000
FIRE	2500		07, 08, 13,	SCHEDULE	
WIND-HAIL	2500		A, C, D, G		
V&MM	2500				
OTHER SPEC PERILS	2500				
THEFT-BURGLARY	2500				
UNNAMED PERILS	2500				
BREAKDOWN	NO COVER				
EARTHQUAKE	NO COVER				
SPRK LEAKAGE	NO COVER				

0012 MORTGAGE CLAUSE
0077 VALUE PROTECTION
0085 BREAKDOWN EXCLUDED
0324 PROPERTY EXTENSIONS
0404 COINSURANCE CONDITION REVISED
0839 NEW YORK APPRAISAL CONDITION

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SPECIAL PROVISIONS APPLICABLE TO
EACH COVERAGE PART:

INSUREDS	LOCA- TIONS	PERILS INSURED	OUR LIMITS
----------	----------------	-------------------	---------------

PROPERTY (PART 330)
PERILS AND DEDUCTIBLES

COINS%

+BUILDING		NONE	01, DD, FF, 02 08, 13, C, E G	SEE SCHEDULE	9,300,000
FIRE	2500				
WIND-HAIL	2500				
V&MM	2500				
OTHER SPEC PERILS	2500				
THEFT-BURGLARY	2500				
UNNAMED PERILS	2500				
BREAKDOWN	NO COVER				
EARTHQUAKE	NO COVER				
SPRK LEAKAGE	NO COVER				

0012 MORTGAGE CLAUSE
0077 VALUE PROTECTION
0085 BREAKDOWN EXCLUDED
0324 PROPERTY EXTENSIONS
0404 COINSURANCE CONDITION REVISED
0839 NEW YORK APPRAISAL CONDITION

+BUILDING		NONE	04, EE, 08, 04 13, J, G	SEE SCHEDULE	2,720,000
FIRE	2500				
WIND-HAIL	2500				
V&MM	2500				
OTHER SPEC PERILS	2500				
THEFT-BURGLARY	2500				
UNNAMED PERILS	2500				
BREAKDOWN	NO COVER				
EARTHQUAKE	NO COVER				
SPRK LEAKAGE	NO COVER				

0012 MORTGAGE CLAUSE
0077 VALUE PROTECTION
0085 BREAKDOWN EXCLUDED
0324 PROPERTY EXTENSIONS
0404 COINSURANCE CONDITION REVISED
0839 NEW YORK APPRAISAL CONDITION

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SPECIAL PROVISIONS APPLICABLE TO
EACH COVERAGE PART:

INSUREDS	LOCA- TIONS	PERILS INSURED	OUR LIMITS
----------	----------------	-------------------	---------------

PROPERTY (PART 330)
PERILS AND DEDUCTIBLES

COINS%

+BUILDING	NONE	06, DD, FF, 06 08, C, G	SEE SCHEDULE	1,200,000
FIRE	2500			
WIND-HAIL	2500			
V&MM	2500			
OTHER SPEC PERILS	2500			
THEFT-BURGLARY	2500			
UNNAMED PERILS	2500			
BREAKDOWN	NO COVER			
EARTHQUAKE	NO COVER			
SPRK LEAKAGE	NO COVER			

0012 MORTGAGE CLAUSE
0077 VALUE PROTECTION
0085 BREAKDOWN EXCLUDED
0324 PROPERTY EXTENSIONS
0404 COINSURANCE CONDITION REVISED
0839 NEW YORK APPRAISAL CONDITION

+BUILDING	NONE	06, DD, FF, 07 08, C	SEE SCHEDULE	578,897
FIRE	2500			
WIND-HAIL	2500			
V&MM	2500			
OTHER SPEC PERILS	2500			
THEFT-BURGLARY	2500			
UNNAMED PERILS	2500			
BREAKDOWN	NO COVER			
EARTHQUAKE	NO COVER			
SPRK LEAKAGE	NO COVER			

0012 MORTGAGE CLAUSE
0077 VALUE PROTECTION
0085 BREAKDOWN EXCLUDED
0324 PROPERTY EXTENSIONS
0404 COINSURANCE CONDITION REVISED
0839 NEW YORK APPRAISAL CONDITION

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COVERAGES, PROPERTY INSURED, AND
SPECIAL PROVISIONS APPLICABLE TO
EACH COVERAGE PART:

INSUREDS	LOCA- TIONS	PERILS INSURED	OUR LIMITS
----------	----------------	-------------------	---------------

PROPERTY (PART 330)
PERILS AND DEDUCTIBLES

COINS%

+BUILDING		NONE	06, DD, FF, 08 08, 11, C	SEE SCHEDULE	534,367
FIRE	2500				
WIND-HAIL	2500				
V&MM	2500				
OTHER SPEC PERILS	2500				
THEFT-BURGLARY	2500				
UNNAMED PERILS	2500				
BREAKDOWN	NO COVER				
EARTHQUAKE	NO COVER				
SPRK LEAKAGE	NO COVER				

0012 MORTGAGE CLAUSE
0077 VALUE PROTECTION
0085 BREAKDOWN EXCLUDED
0324 PROPERTY EXTENSIONS
0404 COINSURANCE CONDITION REVISED
0839 NEW YORK APPRAISAL CONDITION

+BUILDING		100%	10, HH, 08, 10 H, I, G	SEE SCHEDULE	838,706
FIRE	2500				
WIND-HAIL	2500				
V&MM	2500				
OTHER SPEC PERILS	2500				
THEFT-BURGLARY	2500				
UNNAMED PERILS	2500				
BREAKDOWN	NO COVER				
EARTHQUAKE	NO COVER				
SPRK LEAKAGE	NO COVER				

0012 MORTGAGE CLAUSE
0016 REPLACEMENT COST BUILDING
0085 BREAKDOWN EXCLUDED
0324 PROPERTY EXTENSIONS
0404 COINSURANCE CONDITION REVISED
0660 AGREED BUILDING VALUE

+ AGREED VALUE \$838,706

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COVERAGES, PROPERTY INSURED, AND
SPECIAL PROVISIONS APPLICABLE TO
EACH COVERAGE PART:

INSUREDS	LOCA- TIONS	PERILS INSURED	OUR LIMITS
----------	----------------	-------------------	---------------

PROPERTY (PART 330)
PERILS AND DEDUCTIBLES

COINS%

+BUILDING	NONE	01,EE	12	SEE SCHEDULE	1,000,000
FIRE	2500				
WIND-HAIL	2500				
V&MM	2500				
OTHER SPEC PERILS	2500				
THEFT-BURGLARY	2500				
UNNAMED PERILS	2500				
BREAKDOWN	NO COVER				
EARTHQUAKE	NO COVER				
SPRK LEAKAGE	NO COVER				

0077 VALUE PROTECTION
0085 BREAKDOWN EXCLUDED
0324 PROPERTY EXTENSIONS
0404 COINSURANCE CONDITION REVISED

+BUILDING	90%	01,G	13	SEE SCHEDULE	301,371
FIRE	2500				
WIND-HAIL	2500				
V&MM	2500				
OTHER SPEC PERILS	2500				
THEFT-BURGLARY	2500				
UNNAMED PERILS	2500				
BREAKDOWN	NO COVER				
EARTHQUAKE	NO COVER				
SPRK LEAKAGE	NO COVER				

0012 MORTGAGE CLAUSE
0016 REPLACEMENT COST BUILDING
0085 BREAKDOWN EXCLUDED
0324 PROPERTY EXTENSIONS
0404 COINSURANCE CONDITION REVISED

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COVERAGES, PROPERTY INSURED, AND
SPECIAL PROVISIONS APPLICABLE TO
EACH COVERAGE PART:

		INSUREDS	LOCA- TIONS	PERILS INSURED	OUR LIMITS
PROPERTY (PART 330) PERILS AND DEDUCTIBLES	COINS%				
+BUILDING	100%	01,G	21	SEE SCHEDULE	582,440
FIRE	2500				
WIND-HAIL	2500				
V&MM	2500				
OTHER SPEC PERILS	2500				
THEFT-BURGLARY	2500				
UNNAMED PERILS	2500				
BREAKDOWN	NO COVER				
EARTHQUAKE	NO COVER				
SPRK LEAKAGE	NO COVER				
0012 MORTGAGE CLAUSE					
0016 REPLACEMENT COST BUILDING					
0085 BREAKDOWN EXCLUDED					
0324 PROPERTY EXTENSIONS					
0404 COINSURANCE CONDITION REVISED					
0660 AGREED BUILDING VALUE					
AGREED VALUE \$582,440					
+BUILDING	100%	01	22	SEE SCHEDULE	4,000,000
FIRE	2500				
WIND-HAIL	2500				
V&MM	2500				
OTHER SPEC PERILS	2500				
THEFT-BURGLARY	2500				
UNNAMED PERILS	2500				
BREAKDOWN	NO COVER				
EARTHQUAKE	NO COVER				
SPRK LEAKAGE	NO COVER				
0016 REPLACEMENT COST BUILDING					
0085 BREAKDOWN EXCLUDED					
0324 PROPERTY EXTENSIONS					
0404 COINSURANCE CONDITION REVISED					
0660 AGREED BUILDING VALUE					
AGREED VALUE \$4,000,000					

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COVERAGES, PROPERTY INSURED, AND
SPECIAL PROVISIONS APPLICABLE TO
EACH COVERAGE PART:

INSUREDS	LOCA- TIONS	PERILS INSURED	OUR LIMITS
----------	----------------	-------------------	---------------

PROPERTY (PART 330)
PERILS AND DEDUCTIBLES

COINS%

+BUILDING	100%	01	23	SEE SCHEDULE	800,000
FIRE	2500				
WIND-HAIL	2500				
V&MM	2500				
OTHER SPEC PERILS	2500				
THEFT-BURGLARY	2500				
UNNAMED PERILS	2500				
BREAKDOWN	NO COVER				
EARTHQUAKE	NO COVER				
SPRK LEAKAGE	NO COVER				

0016 REPLACEMENT COST BUILDING
0085 BREAKDOWN EXCLUDED
0324 PROPERTY EXTENSIONS
0404 COINSURANCE CONDITION REVISED
0660 AGREED BUILDING VALUE
AGREED VALUE \$800,000

+DEMOLITION COST	NONE	10,HH,08	10	SEE SCHEDULE	100,000
FIRE	2500				
WIND-HAIL	2500				
V&MM	2500				
OTHER SPEC PERILS	2500				
THEFT-BURGLARY	2500				
UNNAMED PERILS	2500				
BREAKDOWN	NO COVER				
EARTHQUAKE	NO COVER				
SPRK LEAKAGE	NO COVER				

0019 DEMOLITION COST

+DEMOLITION COST	NONE	01	22	SEE SCHEDULE	500,000
FIRE	2500				
WIND-HAIL	2500				
V&MM	2500				
OTHER SPEC PERILS	2500				
THEFT-BURGLARY	2500				
UNNAMED PERILS	2500				
BREAKDOWN	NO COVER				
EARTHQUAKE	NO COVER				

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SPECIAL PROVISIONS APPLICABLE TO
EACH COVERAGE PART:

INSUREDS	LOCA- TIONS	PERILS INSURED	OUR LIMITS
----------	----------------	-------------------	---------------

PROPERTY (PART 330) PERILS AND DEDUCTIBLES	COINS%
---	--------

SPRK LEAKAGE NO COVER

0019 DEMOLITION COST

+DEMOLITION COST	NONE	01	23	SEE SCHEDULE	100,000
FIRE					
WIND-HAIL					2500
V&MM					2500
OTHER SPEC PERILS					2500
THEFT-BURGLARY					2500
UNNAMED PERILS					2500
BREAKDOWN					NO COVER
EARTHQUAKE					NO COVER
SPRK LEAKAGE					NO COVER

0019 DEMOLITION COST

FIRE LIABILITY	NONE	03,08	03	SEE SCHEDULE	1,200,000
FIRE					
	NO DEDUCT				

0020 FIRE LIABILITY
0839 NEW YORK APPRAISAL CONDITION

FIRE LIABILITY	NONE	05,08,13	05	SEE SCHEDULE	1,500,000
FIRE					
	NO DEDUCT				

0020 FIRE LIABILITY
0839 NEW YORK APPRAISAL CONDITION

+FIRE LIABILITY	NONE	MM	15	SEE SCHEDULE	2,500,000
FIRE					
	NO DEDUCT				

0020 FIRE LIABILITY
0839 NEW YORK APPRAISAL CONDITION

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COVERAGES, PROPERTY INSURED, AND
SPECIAL PROVISIONS APPLICABLE TO
EACH COVERAGE PART:

		INSUREDS	LOCA- TIONS	PERILS INSURED	OUR LIMITS
PROPERTY (PART 330)					
PERILS AND DEDUCTIBLES	COINS%				
+FIRE LIABILITY		NONE	LL	SEE	200,000
FIRE	NO DEDUCT			SCHEDULE	
0020 FIRE LIABILITY					
0839 NEW YORK APPRAISAL CONDITION					
+FIRE LIABILITY		NONE	14	SEE	500,000
FIRE	NO DEDUCT			SCHEDULE	
0020 FIRE LIABILITY					
0839 NEW YORK APPRAISAL CONDITION					
+STOCK		RPTD	01, FF, 02,	01, 02, SEE	2,802,310
FIRE	2500		03, 04, 05,	03, 04, SCHEDULE	
WIND-HAIL	2500		06, 07, 08,	05, 06,	
V&MM	2500		09, 10, C	07, 08,	
OTHER SPEC PERILS	2500			10, 12,	
THEFT-BURGLARY	2500			15, 22,	
UNNAMED PERILS	2500			23	
BREAKDOWN	NO COVER				
EARTHQUAKE	NO COVER				
SPRK LEAKAGE	NO COVER				
0012 MORTGAGE CLAUSE					
0085 BREAKDOWN EXCLUDED					
0324 PROPERTY EXTENSIONS					
0404 COINSURANCE CONDITION REVISED					
0839 NEW YORK APPRAISAL CONDITION					
+EQUIPMENT		90%	01, FF, 02,	01, 02, SEE	3,800,000
FIRE	2500		03, 04, 05,	03, 04, SCHEDULE	
WIND-HAIL	2500		06, 07, 08,	05, 06,	
V&MM	2500		10, B, C	07, 08,	
OTHER SPEC PERILS	2500			10, 12,	
THEFT-BURGLARY	2500			15, 16,	
UNNAMED PERILS	2500			17, 22,	
BREAKDOWN	NO COVER			23	
EARTHQUAKE	NO COVER				
SPRK LEAKAGE	NO COVER				
0012 MORTGAGE CLAUSE					

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COVERAGES, PROPERTY INSURED, AND
SPECIAL PROVISIONS APPLICABLE TO
EACH COVERAGE PART:

	INSUREDS	LOCA- TIONS	PERILS INSURED	OUR LIMITS
CRIME (PART 380)				
LOSS FROM WITHIN A BUILDING	01,08	02	CRIME	25,000
0322 COMPUTER FRAUD AND FUND TRANSFER SAFE CLASS C				
LOSS FROM WITHIN A BUILDING	03,08	03	CRIME	25,000
0322 COMPUTER FRAUD AND FUND TRANSFER SAFE CLASS C				
LOSS FROM WITHIN A BUILDING	04,08	04	CRIME	25,000
0322 COMPUTER FRAUD AND FUND TRANSFER SAFE CLASS C				
LOSS FROM WITHIN A BUILDING	05,08	05	CRIME	25,000
0322 COMPUTER FRAUD AND FUND TRANSFER SAFE CLASS C				
LOSS FROM WITHIN A BUILDING	06,08	06	CRIME	25,000
0322 COMPUTER FRAUD AND FUND TRANSFER SAFE CLASS C				
LOSS FROM WITHIN A BUILDING	10,08	10	CRIME	25,000
0322 COMPUTER FRAUD AND FUND TRANSFER SAFE CLASS C				
LOSS FROM WITHIN A BUILDING	14	15	CRIME	25,000
SAFE CLASS C				

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SPECIAL PROVISIONS APPLICABLE TO
EACH COVERAGE PART:

	INSUREDS	LOCA- TIONS	PERILS INSURED	OUR LIMITS
CRIME (PART 380)				
LOSS FROM WITHIN A BUILDING SAFE CLASS C	14	16	CRIME	25,000
LOSS OUTSIDE THE BUILDING	01,02,03, 04,05,06, 07,08,10, 16	ALL	CRIME	25,000
MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY	01,02,03, 04,05,06, 07,08,10, 16	ALL	CRIME	50,000
DEPOSITOR'S FORGERY DEDUCTIBLE \$1,000	01,02,03, 04,05,06, 07,08,10, 16	ALL	CRIME	250,000
			SEE BELOW	
+GARAGE OPERATIONS AND AUTO HAZARD (PART 500)	01,02,03, 04,05,06,	ALL	CSL LIABILITY LIMIT FOR INJURY	500,000 EA.OCCUR
WORK/PRODUCTS	DEDUCTIBLE 2500	07,08,10, 11,13,14, 15,16		
PREMISES	250			
INJURY GROUP 5	2500			
INJURY GROUP 6	25%			
STATUTE & TITLE E&O	2500			
ENDORSEMENTS APPLICABLE:				
0295 NECESSARY AND INCIDENTAL CLAUSE AMENDED				
0353 ASBESTOS EXCLUSION				
0355 DEDUCTIBLE (INJURY GROUPS 1-4)				
0410 STATUTORY RIGHT OF PRIVACY EXCLUSION				

UNIVERSAL UNDERWRITERS INSURANCE COMPANY

7045 COLLEGE BOULEVARD OVERLAND PARK, KANSAS 66211-1523

A Stock Insurance Company

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ITEM 3

COVERAGES, PROPERTY INSURED, AND
SPECIAL PROVISIONS APPLICABLE TO
EACH COVERAGE PART:

	INSUREDS	LOCA- TIONS	PERILS INSURED	OUR LIMITS
0455 EXCLUSION OF SPOUSAL LIABILITY COVERAGE				
0457 NEW YORK MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT				
0467 VIOLATION OF COMMUNICATION OR INFORMATION LAW				
0475 SILICA OR SILICA RELATED DUST EXCLUSION				
0528 SPECIAL CANCELLATION PROVISION				
0532 OTHER INSURED (OTHER THAN AUTOS)				
0533 OTHER INSURED (AUTO)				
0686 FARMERS INSURANCE CO., INC. ADDITIONAL INSURED				
0748 ADDITIONAL INSUREDS: PRIMARY AND NON-CONTRIBUTORY CONDITIONS				
0757 WAIVER OF SUBROGATION ENDORSEMENT - REQUIRED BY CONTRACT				

INJURY GROUP 1 (BODILY INJ/PROP DMG)	01,02,03, ALL 04,05,06, 07,08,10, 11,13,14, 15,16		COVERED	INCLUDED
INJURY GROUP 2 (MENTAL INJURY)	01,02,03, ALL 04,05,06, 07,08,10, 11,13,14, 15,16		COVERED	INCLUDED
INJURY GROUP 3 (PERSONAL INJURY)	01,02,03, ALL 04,05,06, 07,08,10, 11,13,14, 15,16		COVERED	INCLUDED
INJURY GROUP 4 (ADVERTISING INJURY)	01,02,03, ALL 04,05,06, 07,08,10, 11,13,14, 15,16		COVERED	INCLUDED
INJURY GROUP 5 (EMPLOYEE BENEFITS)	01,02,03, ALL 04,05,06, 07,08,10, 11,13,14,		COVERED	INCLUDED

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SPECIAL PROVISIONS APPLICABLE TO
EACH COVERAGE PART:

	INSUREDS	LOCA- TIONS	PERILS INSURED	OUR LIMITS
	15,16			
INJURY GROUP 6 (DISCRIMINATION)	01,02,03, 04,05,06, 07,08,10, 11,13,14, 15,16	ALL	COVERED	INCLUDED

ENDORSEMENT 0528
10 DAYS CANCELLATION

=====

INJURY GROUP 1-4
\$2,500 DEDUCTIBLE
+WITH A \$5,000 FLOOD DEDUCTIBLE

ADDITIONAL INSUREDS

+ 0033 ADDITIONAL INSURED-PROPERTY	DD	01	COVERED	INCLUDED
+ 0033 ADDITIONAL INSURED-PROPERTY	FF	01	COVERED	INCLUDED
+ 0033 ADDITIONAL INSURED-PROPERTY	DD	02	COVERED	INCLUDED
+ 0033 ADDITIONAL INSURED-PROPERTY	FF	02	COVERED	INCLUDED
+ 0033 ADDITIONAL INSURED-PROPERTY	DD	03	COVERED	INCLUDED
+ 0033 ADDITIONAL INSURED-PROPERTY	EE	04	COVERED	INCLUDED
+ 0033 ADDITIONAL INSURED-PROPERTY	DD	05	COVERED	INCLUDED
+ 0033 ADDITIONAL INSURED-PROPERTY	DD	06	COVERED	INCLUDED
+ 0033 ADDITIONAL INSURED-PROPERTY	FF	06	COVERED	INCLUDED
+ 0033 ADDITIONAL INSURED-PROPERTY	DD	07	COVERED	INCLUDED
+ 0033 ADDITIONAL INSURED-PROPERTY	FF	07	COVERED	INCLUDED
+ 0033 ADDITIONAL INSURED-PROPERTY	DD	08	COVERED	INCLUDED
+ 0033 ADDITIONAL INSURED-PROPERTY	FF	08	COVERED	INCLUDED
+ 0033 ADDITIONAL INSURED-PROPERTY	EE	09	COVERED	INCLUDED
+ 0033 ADDITIONAL INSURED-PROPERTY	HH	10	COVERED	INCLUDED
+ 0033 ADDITIONAL INSURED-PROPERTY	DD	12	COVERED	INCLUDED
+ 0033 ADDITIONAL INSURED-PROPERTY	CC	13	COVERED	INCLUDED
+ 0033 ADDITIONAL INSURED-PROPERTY	CC	14	COVERED	INCLUDED

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ITEM 3

COVERAGES, PROPERTY INSURED, AND
SPECIAL PROVISIONS APPLICABLE TO
EACH COVERAGE PART:

	INSUREDS	LOCA- TIONS	PERILS INSURED	OUR LIMITS
GARAGE OPERATIONS AND AUTO HAZARD (PART 500)				
+ 0033 ADDITIONAL INSURED-PROPERTY	MM	15	COVERED	INCLUDED
+ 0033 ADDITIONAL INSURED-PROPERTY	LL	16	COVERED	INCLUDED
+ 0033 ADDITIONAL INSURED-PROPERTY	LL	17	COVERED	INCLUDED
+ 0033 ADDITIONAL INSURED-PROPERTY	KK	22	COVERED	INCLUDED
+ 0033 ADDITIONAL INSURED-PROPERTY	PP	24	COVERED	INCLUDED
+DRIVE OTHER AUTOS	AA, BB	ALL	COVERED	INCLUDED
0034 DRIVE OTHER AUTOS				
+MEDICAL PAYMENTS	01, 02, 03,	ALL	COVERED	5,000
0035 MEDICAL PAYMENTS	04, 05, 06, 07, 08, 10, 11, 13, 14, 15, 16			
+NO-FAULT COVERAGE	COVERAGE		PREMIUM	
BASIC PERSONAL INJURY PROTECTION	\$50,000		\$13,156.44	
OPTIONAL BASIC ECONOMIC LOSS	NO COVERAGE		\$.00	
ADDITIONAL PERSONAL INJURY PROTECTION	NO COVERAGE		\$.00	
MAXIMUM MONTHLY WORK LOSS	\$2,000			
OTHER NECESSARY EXPENSES (PER DAY)	\$25			
DEATH BENEFIT	\$2,000			
+STATUTE AND TITLE E & O	01, 02, 03,	ALL	COVERED	500,000@
	04, 05, 06, 07, 08, 10, 11, 13, 14, 15, 16			500,000@

@ THE FIRST LIMIT IS PER SUIT, THE SECOND IS AN ANNUAL AGGREGATE.

UNINSURED MOTORISTS (PART 530)

UNIVERSAL UNDERWRITERS INSURANCE COMPANY

7045 COLLEGE BOULEVARD OVERLAND PARK, KANSAS 66211-1523

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ITEM 3

COVERAGES, PROPERTY INSURED, AND
SPECIAL PROVISIONS APPLICABLE TO
EACH COVERAGE PART:

INSUREDS	LOCA- TIONS	PERILS INSURED	OUR LIMITS
----------	----------------	-------------------	---------------

UNINSURED MOTORISTS (PART 530)

UNINSURED MOTORISTS
COVERED AUTOS INSURED BY
COVERAGE PART NO. 500

UNINSURED MOTORISTS	01,02,03, ALL	UM BI	25,000#
	04,05,06,		50,000#
	07,08,10,	UM PD	NO/COVER
	11,13,14,		
	15,16		

ENDORSEMENTS APPLICABLE:
0203 UNINSURED MOTORISTS

THE FIRST LIMIT IS PER PERSON, THE SECOND IS PER OCCURENCE.

GENERAL LIABILITY (PART 950)

INJURY GROUPS 1-4	DEDUCTIBLE		
INJURY	2,500	- - SEE SCHEDULE BELOW * -	500,000
0353 ASBESTOS EXCLUSION			
0410 STATUTORY RIGHT OF PRIVACY EXCLUSION			
0467 VIOLATION OF COMMUNICATION OR INFORMATION LAW			
0475 SILICA OR SILICA RELATED DUST EXCLUSION			
0748 ADDITIONAL INSUREDS: PRIMARY A NON-CONTRIBUTORY CONDITIONS			
0757 WAIVER OF SUBROGATION ENDORSEM REQUIRED BY CONTRACT			
MEDICAL PAYMENTS	01	ALL	5,000
0095 MEDICAL PAYMENTS			

* SCHEDULE OF HAZARDS AND INJURY GROUPS INSURED:

PREMISES HAZARD	01	24	GROUP 1 COVERED
-----------------	----	----	-----------------

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COVERAGES, PROPERTY INSURED, AND
SPECIAL PROVISIONS APPLICABLE TO
EACH COVERAGE PART:

	INSUREDS	LOCA- TIONS	PERILS INSURED	OUR LIMITS
GENERAL LIABILITY (PART 950)				
0041 ADDITIONAL INSURED-PREMISES	QQ		GROUP 2 COVERED GROUP 3 COVERED GROUP 4 COVERED GROUP 5 COVERED GROUP 6 NO COVER	
68706A - BASIS 089 WAREHOUSE PRIVATE - OTHER THAN NOT-FOR-PROFIT				
+ PREMISES HAZARD	01	25	GROUP 1 COVERED GROUP 2 COVERED GROUP 3 COVERED GROUP 4 COVERED GROUP 5 COVERED GROUP 6 NO COVER	
0041 ADDITIONAL INSURED-PREMISES	KK			
49451A - BASIS 001 VACANT LAND - OTHER THAN NOT-FOR-PROFIT				
+ PREMISES HAZARD	01	26	GROUP 1 COVERED GROUP 2 COVERED GROUP 3 COVERED GROUP 4 COVERED GROUP 5 COVERED GROUP 6 NO COVER	
0041 ADDITIONAL INSURED-PREMISES	KK			
49451A - BASIS 001 VACANT LAND - OTHER THAN NOT-FOR-PROFIT				
+ PREMISES HAZARD	01	27	GROUP 1 COVERED GROUP 2 COVERED GROUP 3 COVERED GROUP 4 COVERED GROUP 5 COVERED GROUP 6 NO COVER	
0041 ADDITIONAL INSURED-PREMISES	KK			
49451A - BASIS 001 VACANT LAND - OTHER THAN NOT-FOR-PROFIT				
+ PREMISES HAZARD	01	28	GROUP 1 COVERED GROUP 2 COVERED GROUP 3 COVERED	
0041 ADDITIONAL INSURED-PREMISES	KK			

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COVERAGES, PROPERTY INSURED, AND
SPECIAL PROVISIONS APPLICABLE TO
EACH COVERAGE PART:

INSUREDS	LOCA- TIONS	PERILS INSURED	OUR LIMITS
----------	----------------	-------------------	---------------

UMBRELLA (PART 980)

UMBRELLA	01,02,03, ALL	INJURY	10,000,000
RETENTION: \$10,000	04,05,06, 07,08,10, 11,13,14, 15,16		EA.OCCUR

ENDORSEMENTS APPLICABLE:

0043 ADDITIONAL INSUREDS
0049 ADDITIONAL INSUREDS -
USE OF OTHER AUTOS
0089 UMBRELLA LIMITS INCLUSIVE
0311 UNDERLYING AUTO LIABILITY REQUIRED
0353 ASBESTOS EXCLUSION
0410 STATUTORY RIGHT OF PRIVACY
EXCLUSION
0467 VIOLATION OF COMMUNICATION OR
INFORMATION LAW
0475 SILICA OR SILICA RELATED DUST
EXCLUSION
0686 FARMERS INSURANCE CO.,
INC. ADDITIONAL INSURED
0748 ADDITIONAL INSUREDS: PRIMARY AND
NON-CONTRIBUTORY CONDITIONS
0757 WAIVER OF SUBROGATION ENDORSEMENT -
REQUIRED BY CONTRACT
0809 PERSONAL PROPERTY IN CUSTOMER'S
AUTO EXCLUDED

UNDERLYING INSURANCE:

PART 2 (EMPLOYER'S LIABILITY INSURANCE) OF ANY WORKERS' COMPENSATION
ISSUED BY US TO THE INSURED SHOWN FOR THIS COVERAGE PART;
ALL OTHER COVERAGE PARTS OF THIS POLICY PROVIDING LIABILITY INSURANCE
FOR THE INSUREDS NAMED ON THIS COVERAGE PART EXCEPT COVERAGE PART
530, PART 550, AND COVERAGE PART 970.

OTHER POLICIES:

NONE

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7045 COLLEGE BOULEVARD OVERLAND PARK, KANSAS 66211-1523

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ITEM 3 COVERAGES, PROPERTY INSURED, AND SPECIAL PROVISIONS APPLICABLE TO EACH COVERAGE PART:	INSUREDS	LOCA- TIONS	PERILS INSURED	OUR LIMITS
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THE PREMIUM BASIS FOR THIS POLICY IS: VARIABLE
COUNTERSIGNED: 03-27-2017 BY _____ REPRESENTATIVE

MAIL TO: MAGUIRE AUTOMOTIVE, LLC
ATTN: TOM BLAIR
504 SOUTH MEADOW STREET
ITHACA, NY 14850

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UNIVERSAL UNDERWRITERS INSURANCE COMPANY

7045 COLLEGE BOULEVARD OVERLAND PARK, KANSAS 66211-1523

A Stock Insurance Company

ENDORSEMENT NO. 203
UNINSURED MOTORISTS
UNICOVER V (NEW YORK)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

*WE, THE COMPANY, AGREE WITH *YOU, AS THE NAMED INSURED, IN RETURN FOR THE PAYMENT OF THE PREMIUM FOR THIS COVERAGE TO PROVIDE *YOU WITH UNINSURED MOTORISTS (UM) COVERAGE, SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

INSURING AGREEMENT

1. DAMAGES FOR *BODILY *INJURY CAUSED BY *UNINSURED *MOTOR *VEHICLES. *WE WILL PAY ALL SUMS WHICH THE *INSURED, AS DEFINED HEREIN, OR THE INSURED'S LEGAL REPRESENTATIVE SHALL BE LEGALLY ENTITLED TO RECOVER AS *DAMAGES FROM THE OWNER OR THE OPERATOR OF AN *UNINSURED *MOTOR *VEHICLE BECAUSE OF *BODILY *INJURY SUSTAINED BY THE *INSURED, AND CAUSED BY ACCIDENT ARISING OUT OF SUCH *UNINSURED *MOTOR *VEHICLE'S OWNERSHIP, MAINTENANCE OR USE, SUBJECT TO THE EXCLUSIONS, CONDITIONS, LIMITS AND OTHER PROVISIONS OF THIS UM ENDORSEMENT; PROVIDED, FOR THE PURPOSES OF THIS COVERAGE, DETERMINATION AS TO WHETHER THE *INSURED OR THE *INSURED'S REPRESENTATIVE IS LEGALLY ENTITLED TO RECOVER SUCH DAMAGES, AND IF SO THE AMOUNT THEREOF, SHALL BE MADE BY AGREEMENT BETWEEN THE *INSURED AND THE *INSURED'S REPRESENTATIVE AND *US OR, IF THEY FAIL TO AGREE, BY ARBITRATION.
2. DEFINITIONS. FOR PURPOSES OF THIS UM ENDORSEMENT, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS:
 - (A) INSURED. THE UNQUALIFIED TERM "INSURED" MEANS:
 - (1) *YOU, AS THE NAMED *INSURED AND, WHILE RESIDENTS OF THE SAME HOUSEHOLD, *YOUR SPOUSE AND THE RELATIVES OF EITHER *YOU OR *YOUR SPOUSE;
 - (2) ANY OTHER PERSON WHILE *OCCUPYING:
 - (I) A MOTOR VEHICLE OWNED BY THE NAMED *INSURED, OR IF THE NAMED *INSURED IS AN INDIVIDUAL, SUCH SPOUSE AND USED BY OR WITH THE PERMISSION OF EITHER, OR

THE * INDICATES THE WORD IS DEFINED IN THE COVERAGE PART TO WHICH THIS ENDORSEMENT APPLIES.

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7045 COLLEGE BOULEVARD OVERLAND PARK, KANSAS 66211-1523

A Stock Insurance Company

ENDORSEMENT NO. 203
UNINSURED MOTORISTS
UNICOVER V (NEW YORK)

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- (II) ANY OTHER MOTOR VEHICLE WHILE BEING OPERATED BY THE NAMED *INSURED OR SUCH SPOUSE, EXCEPT A PERSON OCCUPYING A MOTOR VEHICLE NOT REGISTERED IN THE STATE OF NEW YORK, WHILE USED AS A PUBLIC OR LIVERY CONVEYANCE; AND
- (3) ANY PERSON, WITH RESPECT TO *DAMAGES SUCH PERSON IS ENTITLED TO RECOVER BECAUSE OF *BODILY *INJURY TO WHICH THIS COVERAGE APPLIES SUSTAINED BY AN *INSURED UNDER SUB-PARAGRAPHS (1) AND (2) ABOVE.
- (B) *UNINSURED MOTOR VEHICLE. THE TERM "UNINSURED MOTOR VEHICLE" MEANS A MOTOR VEHICLE THAT THROUGH ITS OWNERSHIP, MAINTENANCE OR USE, RESULTS IN *BODILY *INJURY TO AN *INSURED, AND FOR WHICH:
- (1) NO *BODILY *INJURY LIABILITY INSURANCE POLICY OR BOND APPLIES TO SUCH VEHICLE (INCLUDING A VEHICLE THAT WAS STOLEN, OPERATED WITHOUT THE OWNER'S PERMISSION OR UNREGISTERED) AT THE TIME OF THE ACCIDENT; OR
- (2) NEITHER THE OWNER NOR THE DRIVER CAN BE IDENTIFIED, INCLUDING A HIT-AND-RUN VEHICLE, AND WHICH CAUSES *BODILY *INJURY TO AN *INSURED BY PHYSICAL CONTACT WITH THE *INSURED OR WITH A MOTOR VEHICLE OCCUPIED BY THE *INSURED AT THE TIME OF THE ACCIDENT, PROVIDED THAT:
- (I) THE *INSURED OR SOMEONE ON THE *INSURED'S BEHALF SHALL HAVE REPORTED THE *ACCIDENT WITHIN 24 HOURS OR AS SOON AS REASONABLY POSSIBLE TO A POLICE, PEACE OR JUDICIAL OFFICER OR TO THE COMMISSIONER OF MOTOR VEHICLES AND SHALL HAVE FILED WITH *US A STATEMENT UNDER OATH THAT *INSURED OR THE *INSURED'S LEGAL REPRESENTATIVE HAS A CAUSE OR CAUSES OF ACTION ARISING OUT OF SUCH *ACCIDENT FOR *DAMAGES AGAINST A PERSON OR PERSONS WHOSE IDENTITY IS UNASCERTAINABLE, AND SETTING FORTH THE FACTS IN SUPPORT THEREOF; AND

THE * INDICATES THE WORD IS DEFINED IN THE COVERAGE PART TO WHICH THIS ENDORSEMENT APPLIES.

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- (II) AT *OUR REQUEST, THE *INSURED OR THE *INSURED'S LEGAL REPRESENTATIVE MAKES AVAILABLE FOR INSPECTION THE MOTOR VEHICLE THE *INSURED WAS *OCCUPYING AT THE TIME OF THE *ACCIDENT, OR
- (3) THERE IS A *BODILY *INJURY LIABILITY INSURANCE COVERAGE OR BOND APPLICABLE TO SUCH MOTOR VEHICLE AT THE TIME OF THE *ACCIDENT, BUT:
 - (I) THE AMOUNT OF INSURANCE COVERAGE OR BOND IS LESS THAN THE UM LIMITS OF THIS POLICY; OR
 - (II) THE INSURER WRITING SUCH INSURANCE COVERAGE OR BOND DENIES COVERAGE.
- (4) THE TERM "*UNINSURED *MOTOR *VEHICLE" DOES NOT INCLUDE A MOTOR VEHICLE THAT IS:
 - (I) INSURED UNDER THE LIABILITY COVERAGE OF THIS POLICY; OR
 - (II) OWNED BY *YOU, AS THE NAMED *INSURED AND, WHILE RESIDENTS OF THE SAME HOUSEHOLD, *YOUR SPOUSE AND RELATIVES OF EITHER *YOU OR *YOUR SPOUSE; OR
 - (III) SELF-INSURED WITHIN THE MEANING OF THE FINANCIAL RESPONSIBILITY LAW OF THE STATE IN WHICH THE MOTOR VEHICLE IS REGISTERED, OR ANY SIMILAR STATE OR FEDERAL LAW, TO THE EXTENT THAT THE REQUIRED AMOUNT OF SUCH COVERAGE IS EQUAL TO, OR GREATER THAN, THE UM LIMITS OF THIS POLICY; OR
 - (IV) OWNED BY THE UNITED STATES OF AMERICA, CANADA, A STATE, A POLITICAL SUBDIVISION OF ANY SUCH GOVERNMENT OR AN AGENCY OF ANY OF THE FOREGOING; OR

THE * INDICATES THE WORD IS DEFINED IN THE COVERAGE PART TO WHICH THIS ENDORSEMENT APPLIES.

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- (V) A LAND MOTOR VEHICLE OR TRAILER, WHILE LOCATED FOR USE AS A RESIDENCE OR PREMISES AND NOT AS A VEHICLE, OR WHILE OPERATED ON RAILS OR CRAWLER TREADS; OR
- (VI) A FARM TYPE VEHICLE OR EQUIPMENT DESIGNED FOR USE PRINCIPALLY OFF PUBLIC ROADS, EXCEPT WHILE ACTUALLY UPON PUBLIC ROADS.
- (C) HIT-AND-RUN MOTOR VEHICLE. THE TERM "HIT-AND-RUN MOTOR VEHICLE" MEANS A MOTOR VEHICLE WHICH CAUSES *BODILY *INJURY TO AN *INSURED ARISING OUT OF PHYSICAL CONTACT OF SUCH MOTOR VEHICLE WITH THE *INSURED OR WITH A MOTOR VEHICLE WHICH THE *INSURED IS *OCCUPYING AT THE TIME OF THE *ACCIDENT, PROVIDED:
- (1) THERE CANNOT BE ASCERTAINED THE IDENTITY OF EITHER THE OPERATOR OR THE OWNER OF SUCH "HIT-AND-RUN MOTOR VEHICLE";
 - (2) THE *INSURED OR SOMEONE ON HIS BEHALF SHALL HAVE REPORTED THE *ACCIDENT WITHIN 24 HOURS OR AS SOON AS REASONABLY POSSIBLE TO A POLICE, PEACE OR JUDICIAL OFFICER OR TO THE COMMISSIONER OF MOTOR VEHICLES, AND SHALL HAVE FILED WITH THE COMPANY WITHIN 90 DAYS THEREAFTER A STATEMENT UNDER OATH THAT THE *INSURED OR HIS LEGAL REPRESENTATIVE HAS A CAUSE OR CAUSES OF ACTION ARISING OUT OF SUCH *ACCIDENT FOR *DAMAGES AGAINST A PERSON OR PERSONS WHOSE IDENTITY IS UNASCERTAINABLE, AND SETTING FORTH THE FACTS IN SUPPORT THEREOF; AND
 - (3) AT *OUR REQUEST, THE *INSURED OR HIS LEGAL REPRESENTATIVE MAKES AVAILABLE FOR INSPECTION THE MOTOR VEHICLE WHICH THE *INSURED WAS OCCUPYING AT THE TIME OF THE ACCIDENT.
- (D) BODILY INJURY. THE TERM "BODILY INJURY" MEANS BODILY HARM, INCLUDING SICKNESS, DISEASE OR DEATH RESULTING THEREFROM.

THE * INDICATES THE WORD IS DEFINED IN THE
COVERAGE PART TO WHICH THIS ENDORSEMENT APPLIES.

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- (E) OCCUPYING. THE TERM "OCCUPYING" MEANS IN, UPON, ENTERING INTO OR EXITING FROM A MOTOR VEHICLE.
- (F) STATE. THE TERM "STATE" INCLUDES THE DISTRICT OF COLUMBIA, A TERRITORY OR POSSESSION OF THE UNITED STATES AND A PROVINCE OF CANADA.
3. TERRITORY. THE COVERAGE PROVIDED BY THIS UM ENDORSEMENT APPLIES ONLY TO *ACCIDENTS WHICH OCCUR WITHIN THE STATE OF NEW YORK.

EXCLUSIONS

THIS UM COVERAGE DOES NOT APPLY:

1. TO *BODILY *INJURY TO AN *INSURED WHILE OPERATING A MOTOR VEHICLE IN VIOLATION OF AN ORDER OF SUSPENSION OR REVOCATION; OR TO CARE OR LOSS OF SERVICES RECOVERABLE BY AN *INSURED BECAUSE OF SUCH *BODILY *INJURY SO SUSTAINED.
2. TO *BODILY *INJURY TO AN *INSURED, OR CARE OR LOSS OF SERVICE RECOVERABLE BY AN *INSURED, WITH RESPECT TO WHICH SUCH *INSURED, THE *INSURED'S LEGAL REPRESENTATIVES OR ANY PERSON ENTITLED TO PAYMENT UNDER THIS UM COVERAGE SHALL, WITHOUT *OUR WRITTEN CONSENT, MAKE ANY SETTLEMENT WITH OR PROSECUTE TO JUDGMENT ANY ACTION AGAINST ANY PERSON OR ORGANIZATION WHO MAY BE LEGALLY LIABLE THEREFOR, BUT THIS PROVISION SHALL BE SUBJECT TO CONDITION 8 OF THIS UM ENDORSEMENT.
3. TO *BODILY *INJURY TO AN *INSURED INCURRED WHILE OCCUPYING A MOTOR VEHICLE OWNED BY THAT *INSURED, IF SUCH MOTOR VEHICLE IS NOT INSURED FOR AT LEAST THE MINIMUM *BODILY *INJURY LIABILITY LIMITS AND UM LIMITS REQUIRED BY LAW BY THE POLICY UNDER WHICH A CLAIM IS MADE, OR IS NOT A NEWLY ACQUIRED OR REPLACEMENT MOTOR VEHICLE COVERED UNDER THE TERMS OF THIS POLICY.

THE * INDICATES THE WORD IS DEFINED IN THE
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4. SO AS TO INSURE DIRECTLY OR INDIRECTLY TO THE BENEFIT OF ANY WORKERS' COMPENSATION OR DISABILITY BENEFITS CARRIER OR ANY PERSON OR ORGANIZATION QUALIFYING AS A SELF-INSURER UNDER ANY WORKERS' COMPENSATION OR DISABILITY BENEFITS LAW OR ANY SIMILAR LAW.
5. FOR NON-ECONOMIC LOSS, RESULTING FROM *BODILY *INJURY TO AN *INSURED AND ARISING FROM AN *ACCIDENT IN NEW YORK STATE, UNLESS THE *INSURED HAS SUSTAINED SERIOUS INJURY AS DEFINED IN SECTION 8 5102(D) OF THE NEW YORK INSURANCE LAW.

CONDITIONS

1. POLICY PROVISIONS. NONE OF THE INSURING AGREEMENTS, EXCLUSIONS OR CONDITIONS OF THE POLICY SHALL APPLY TO THIS UM COVERAGE EXCEPT "DUTIES AFTER AN ACCIDENT OR LOSS"; "FRAUD," AND "TERMINATION" IF APPLICABLE.
2. PREMIUM. IF DURING THE POLICY PERIOD THE NUMBER OF MOTOR VEHICLES OWNED BY THE NAMED *INSURED OR SPOUSE AND REGISTERED IN NEW YORK OR THE NUMBER OF NEW YORK DEALER'S LICENSE PLATES OR TRANSPORTER PLATES ISSUED TO THE NAMED *INSURED CHANGES, THE NAMED *INSURED SHALL NOTIFY *US DURING THE POLICY PERIOD OF ANY CHANGE AND THE PREMIUM SHALL BE ADJUSTED AS OF THE DATE OF SUCH CHANGE IN ACCORDANCE WITH THE MANUALS IN USE BY *US. IF THE EARNED PREMIUM THUS COMPUTED EXCEEDS THE ADVANCE PREMIUM PAID, THE NAMED *INSURED SHALL PAY THE EXCESS TO *US; IF LESS, *WE SHALL RETURN TO THE NAMED *INSURED THE UNEARNED PORTION PAID BY SUCH *INSURED.
3. NOTICE AND PROOF OF CLAIM. WITHIN 90 DAYS OR AS SOON AS PRACTICABLE, THE *INSURED OR OTHER PERSON MAKING CLAIM SHALL GIVE *US WRITTEN NOTICE OF CLAIM UNDER THIS UM ENDORSEMENT.

AS SOON AS PRACTICABLE AFTER *OUR WRITTEN REQUEST, THE *INSURED OR OTHER PERSON MAKING ANY CLAIM SHALL GIVE US WRITTEN PROOF OF CLAIM, UNDER OATH IF REQUIRED, INCLUDING FULL PARTICULARS OF THE NATURE AND EXTENT OF THE INJURIES, TREATMENT AND OTHER DETAILS *WE NEED TO DETERMINE THE UM AMOUNT PAYABLE HEREUNDER.

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THE *INSURED AND EVERY OTHER PERSON MAKING CLAIM HEREUNDER SHALL, AS MAY REASONABLY BE REQUIRED, SUBMIT TO EXAMINATIONS UNDER OATH BY ANY PERSON NAMED BY *US AND SUBSCRIBE THE SAME. PROOF OF CLAIM SHALL BE MADE UPON FORMS *WE FURNISH UNLESS *WE FAIL TO FURNISH SUCH FORMS WITHIN 15 DAYS AFTER RECEIVING NOTICE OF CLAIM.

4. MEDICAL REPORTS. THE INJURED PERSON SHALL SUBMIT TO PHYSICAL EXAMINATIONS BY PHYSICIANS *WE SELECT WHEN AND AS OFTEN AS *WE MAY REASONABLY REQUIRE. THE *INSURED, OR IN THE EVENT OF THE *INSURED'S INCAPACITY, SUCH *INSURED'S LEGAL REPRESENTATIVE, OR IN THE EVENT OF THE *INSURED'S DEATH, THE *INSURED'S LEGAL REPRESENTATIVE OR THE PERSON OR PERSONS ENTITLED TO SUE THEREFOR, SHALL UPON *OUR REQUEST AUTHORIZE *US, WHEN AND AS OFTEN AS *WE MAY REASONABLY REQUIRE, TO OBTAIN RELEVANT MEDICAL REPORTS AND COPIES OF RECORDS.
5. NOTICE OF LEGAL ACTION. IF THE *INSURED OR SUCH *INSURED'S LEGAL REPRESENTATIVE BRINGS ANY LAWSUIT AGAINST ANY PERSONS OR ORGANIZATIONS LEGALLY RESPONSIBLE FOR THE USE OF A MOTOR VEHICLE INVOLVED IN THE *ACCIDENT, A COPY OF THE SUMMONS AND COMPLAINT OR OTHER PROCESS SERVED IN CONNECTION WITH THE LAWSUIT SHALL BE FORWARDED IMMEDIATELY TO *US BY THE *INSURED OR THE *INSURED'S LEGAL REPRESENTATIVE.
6. UM LIMIT OF LIABILITY. THE UM LIMIT PAYABLE UNDER THIS UM ENDORSEMENT SHALL BE:
 - (A) THE LIMIT OF *OUR LIABILITY FOR ALL *DAMAGES, INCLUDING *DAMAGES FOR CARE OR LOSS OF SERVICES, BECAUSE OF *BODILY *INJURY SUSTAINED BY ONE PERSON AS THE RESULT OF ANY ONE *ACCIDENT IS \$25,000 PER PERSON AND, SUBJECT TO THIS PER PERSON LIMIT, THE TOTAL LIMIT OF *OUR LIABILITY FOR ALL *DAMAGES, INCLUDING *DAMAGES FOR CARE OR LOSS OF SERVICES, BECAUSE OF *BODILY *INJURY SUSTAINED BY TWO OR MORE PERSONS, AS THE RESULT OF ANY ONE *ACCIDENT IS \$50,000.

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- (B) IF THE *BODILY *INJURY RESULTS IN DEATH, THE LIMIT OF *OUR LIABILITY SHALL BE \$50,000 FOR SUCH *BODILY *INJURY RESULTING IN DEATH SUSTAINED BY ONE PERSON AS THE RESULT OF ANY ONE *ACCIDENT AND, SUBJECT TO THIS LIMIT FOR EACH PERSON, \$100,000 FOR SUCH *BODILY *INJURY RESULTING IN DEATH SUSTAINED BY TWO OR MORE PERSONS AS THE RESULT OF ANY ONE *ACCIDENT.
- (C) ANY AMOUNT PAYABLE UNDER THE TERMS OF THIS UM ENDORSEMENT, INCLUDING AMOUNTS PAYABLE FOR CARE OR LOSS OF SERVICES, BECAUSE OF *BODILY *INJURY SUSTAINED BY ONE PERSON, SHALL BE REDUCED BY (1) ALL SUMS PAID TO ONE OR MORE *INSUREDS ON ACCOUNT OF SUCH *BODILY *INJURY BY OR ON BEHALF OF (A) THE OWNER OR OPERATOR OF THE *UNINSURED *MOTOR *VEHICLE AND (B) ANY OTHER PERSON OR PERSONS JOINTLY OR SEVERALLY LIABLE TOGETHER WITH SUCH OWNER OR OPERATOR FOR SUCH *BODILY *INJURY, AND (2) ALL SUMS PAID TO ONE OR MORE *INSUREDS ON ACCOUNT OF *BODILY *INJURY SUSTAINED IN THE SAME *ACCIDENT UNDER ANY INSURANCE OR STATUTORY BENEFIT SIMILAR TO THAT PROVIDED BY THIS UM ENDORSEMENT.
7. OTHER INSURANCE. WITH RESPECT TO *BODILY *INJURY TO AN *INSURED WHILE *OCCUPYING A MOTOR VEHICLE NOT OWNED BY THE NAMED *INSURED, THE COVERAGE UNDER THIS UM ENDORSEMENT SHALL APPLY ONLY AS EXCESS INSURANCE OVER ANY OTHER SIMILAR INSURANCE AVAILABLE TO SUCH *INSURED AND APPLICABLE TO SUCH MOTOR VEHICLE AS PRIMARY INSURANCE, AND THIS UM ENDORSEMENT SHALL THEN APPLY ONLY IN THE AMOUNT BY WHICH THE LIMIT OF LIABILITY FOR THIS COVERAGE EXCEEDS THE APPLICABLE LIMIT OF LIABILITY OF SUCH OTHER INSURANCE.

EXCEPT AS PROVIDED IN THE FOREGOING PARAGRAPH, IF THERE IS OTHER SIMILAR INSURANCE AVAILABLE TO THE *INSURED AND APPLICABLE TO THE *ACCIDENT, THE *DAMAGES SHALL BE DEEMED NOT TO EXCEED THE HIGHER OF THE APPLICABLE LIMITS OF LIABILITY OF THIS COVERAGE AND SUCH OTHER INSURANCE, AND *WE SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY *LOSS TO WHICH THIS COVERAGE APPLIES THAN THE LIMIT OF LIABILITY

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HEREUNDER BEARS TO THE SUM OF THE APPLICABLE LIMITS OF LIABILITY OF THIS UM ENDORSEMENT AND SUCH OTHER INSURANCE.

8. RELEASE OR ADVANCE. IN *ACCIDENTS INVOLVING THE *INSURED AND ONE OR MORE NEGLIGENT PARTIES, IF SUCH *INSURED SETTLES WITH ANY SUCH PARTY FOR THE AVAILABLE LIMIT OF THE MOTOR VEHICLE *BODILY *INJURY LIABILITY COVERAGE OF SUCH PARTY, RELEASE MAY BE EXECUTED WITH SUCH PARTY AFTER THIRTY CALENDAR DAYS ACTUAL WRITTEN NOTICE TO *US, UNLESS WITHIN THIS TIME PERIOD *WE AGREE TO ADVANCE SUCH SETTLEMENT AMOUNTS TO THE *INSURED IN RETURN FOR THE COOPERATION OF THE *INSURED IN *OUR LAWSUIT ON BEHALF OF THE *INSURED. *WE SHALL HAVE THE RIGHT TO THE PROCEEDS OF ANY SUCH LAWSUIT EQUAL TO THE AMOUNT ADVANCED TO THE *INSURED AND ANY ADDITIONAL AMOUNTS PAID UNDER THIS UM COVERAGE. ANY EXCESS ABOVE THOSE AMOUNTS SHALL BE PAID TO THE *INSURED.

AN *INSURED SHALL NOT OTHERWISE SETTLE WITH ANY NEGLIGENT PARTY, WITHOUT *OUR WRITTEN CONSENT, SUCH THAT *OUR RIGHTS WOULD BE IMPAIRED.

9. NON-DUPLICATION. THIS UM COVERAGE SHALL NOT DUPLICATE ANY OF THE FOLLOWING:
- (A) BENEFITS PAYABLE UNDER WORKERS' COMPENSATION OR OTHER SIMILAR LAWS;
 - (B) NON-OCCUPATIONAL DISABILITY BENEFITS UNDER ARTICLE NINE OF THE WORKERS' COMPENSATION LAW OR OTHER SIMILAR LAW;
 - (C) ANY AMOUNTS RECOVERED OR RECOVERABLE PURSUANT TO ARTICLE FIFTY-ONE OF THE NEW YORK INSURANCE LAW OR ANY SIMILAR MOTOR VEHICLE INSURANCE PAYABLE WITHOUT REGARD TO FAULT;
 - (D) ANY VALID OR COLLECTIBLE MOTOR VEHICLE MEDICAL PAYMENTS INSURANCE; OR
 - (E) ANY AMOUNTS RECOVERED AS *BODILY *INJURY *DAMAGES FROM SOURCES OTHER THAN MOTOR VEHICLE BODILY INJURY INSURANCE POLICIES OR BONDS.

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10. ARBITRATION. IF *WE DO NOT AGREE WITH THE *INSURED OR THE *INSURED'S LEGAL REPRESENTATIVE MAKING CLAIM HEREUNDER THAT THE *INSURED IS LEGALLY ENTITLED TO RECOVER *DAMAGES FROM THE OWNER OR OPERATOR OF AN (UNINSURED *MOTOR *VEHICLE BECAUSE OF *BODILY *INJURY TO THE *INSURED, OR DO NOT AGREE AS TO THE AMOUNT OF PAYMENT WHICH MAY BE OWING UNDER THIS UM ENDORSEMENT THEN, UPON WRITTEN DEMAND OF EITHER THE CLAIMANT OR *US, THE MATTER OR MATTERS UPON WHICH *WE DO NOT AGREE WITH SUCH PERSON SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION PRESCRIBED OR APPROVED BY THE SUPERINTENDENT OF INSURANCE FOR THIS PURPOSE. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. SUCH PERSON AND *WE EACH AGREE TO CONSIDER ITSELF BOUND AND TO BE BOUND BY ANY AWARD MADE BY THE ARBITRATORS PURSUANT TO THIS UM ENDORSEMENT.
11. SUBROGATION. IF *WE MAKE A PAYMENT UNDER THIS UM COVERAGE, *WE HAVE THE RIGHT TO RECOVER THE AMOUNT OF THIS PAYMENT FROM ANY PERSON LEGALLY RESPONSIBLE FOR THE *BODILY *INJURY OR *LOSS OF THE PERSON TO WHOM, OR FOR WHOSE BENEFIT SUCH PAYMENT WAS MADE TO THE EXTENT OF THE PAYMENT. THE *INSURED OR ANY PERSON ACTING ON BEHALF OF THE *INSURED MUST DO WHATEVER IS NECESSARY TO TRANSFER THIS RIGHT OF RECOVERY TO *US. EXCEPT AS PERMITTED BY CONDITION 8, SUCH PERSON SHALL DO NOTHING TO PREJUDICE THIS RIGHT.
12. PAYMENT OF LOSS BY COMPANY. *WE SHALL PAY ANY AMOUNT DUE UNDER THIS UM ENDORSEMENT TO THE *INSURED OR, AT *OUR OPTION, TO A PERSON AUTHORIZED BY LAW TO RECEIVE SUCH PAYMENT OR TO A PERSON LEGALLY ENTITLED TO RECOVER THE *DAMAGES WHICH THE PAYMENT REPRESENTS.
13. ACTION AGAINST COMPANY. NO LAWSUIT SHALL LIE AGAINST *US UNLESS, AS A CONDITION PRECEDENT THERETO, THE *INSURED OR THE *INSURED'S LEGAL REPRESENTATIVE HAS FIRST FULLY COMPLIED WITH ALL THE TERMS OF THIS UM ENDORSEMENT.
14. ASSIGNMENT. ASSIGNMENT OF INTEREST UNDER THIS UM ENDORSEMENT SHALL NOT BIND *US UNTIL OR CONSENT IS ENDORSED HEREON.

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15. SURVIVOR RIGHTS. IF *YOU OR *YOUR SPOUSE, IF A RESIDENT OF THE SAME HOUSEHOLD; DIES, THIS UM COVERAGE SHALL COVER:
- (A) THE SURVIVOR AS NAMED *INSURED;
 - (B) THE DECEDENT'S LEGAL REPRESENTATIVE AS NAMED *INSURED, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF SUCH REPRESENTATIVE'S DUTIES AS SUCH; AND
 - (C) ANY RELATIVE WHO WAS AN *INSURED AT THE TIME OF SUCH DEATH.
16. POLICY PERIOD -- TERMINATION. THIS UM COVERAGE APPLIES ONLY *ACCIDENTS WHICH OCCUR ON AND AFTER THE EFFECTIVE DATE HEREOF AND DURING THE POLICY PERIOD AND SHALL TERMINATE UPON (1) TERMINATION OF THE POLICY OF WHICH IT FORMS A PART OR (2) TERMINATION OF NEW YORK REGISTRATION ON ALL MOTOR VEHICLES OWNED BY THE NAMED *INSURED OR SPOUSE.

THIS UM COVERAGE MUST BE ATTACHED TO THE CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

TEST

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ENDORSEMENT NO. 216
EXTENSION OF CREDIT EXCLUSION DELETED
COVERAGE PART 300
UNICOVER V

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE PART 300 - AUTO INVENTORY, EXCLUSIONS--PART (6) OF EX-
CLUSION (D) IS DELETED.

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ENDORSEMENT NO. 295
NECESSARY AND INCIDENTAL CLAUSE AMENDED
COVERAGE PART 500
UNICOVER V

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE PART 500 - THE DEFINITION OF *GARAGE *OPERATIONS IS
REPLACED BY THE FOLLOWING:

"*GARAGE *OPERATIONS" MEANS THE OWNERSHIP, MAINTENANCE OR
USE OF THAT PORTION OF ANY PREMISES WHERE *YOU CONDUCT *YOUR
*AUTO BUSINESS AND ALL OTHER OPERATIONS NECESSARY OR
INCIDENTAL THERETO. AS USED IN THIS DEFINITION, NECESSARY AND
INCIDENTAL OPERATION DO NOT INCLUDE *AUTO *HAZARD.

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ENDORSEMENT NO. 311
UNDERLYING AUTO LIABILITY REQUIRED
COVERAGE PART 980
UNICOVER V

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WITH RESPECT TO THE COVERAGE(S) PROVIDED UNDER THIS COVERAGE PART,
THE FOLLOWING ADDITIONAL EXCLUSION APPLIES.

THIS INSURANCE DOES NOT APPLY TO:

*INJURY OR *COVERED *POLLUTION *DAMAGES ARISING OUT OF THE
OWNERSHIP, MAINTENANCE, USE, LOADING OR UNLOADING OF ANY
*AUTO, EXCEPT AS COVERED BY *UNDERLYING *INSURANCE.

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COMPUTER FRAUD AND FUNDS TRANSFER FRAUD PAGE 1 OF 3
COVERAGE PART 380
UNICOVER V

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS FROM WITHIN THE BUILDING - THE FOLLOWING CHANGES ARE MADE:

1) ITEM (A) IS REPLACED BY THE FOLLOWING:

(A) OF *MONEY AND *SECURITIES BY THE ACTUAL DESTRUCTION,
DISAPPEARANCE, OR WRONGFUL REMOVAL FROM THE *BUILDING
OR ANY *BANK (EXCEPT FOR *COMPUTER *FRAUD *AND *FUNDS
*TRANSFER *FRAUD);

2) THE FOLLOWING ITEM IS ADDED TO THE INSURING AGREEMENT:

(E) FROM *COMPUTER *FRAUD *AND *FUNDS *TRANSFER *FRAUD.

THE FOLLOWING IS ADDED TO THE DEFINITION OF "*LOSS":

WHERE *LOSS INVOLVES A SERIES OF ACTS, COVERAGE IS PROVIDED
FOR ONLY THOSE ACTS IN THE SERIES THAT OCCUR DURING THE
COVERAGE PART PERIOD, EXCEPT AS PROVIDED UNDER THE LOSS
UNDER PRIOR BOND OR INSURANCE CONDITION.

DEFINITIONS - THE FOLLOWING DEFINITIONS ARE ADDED:

"*COMPUTER *FRAUD *AND *FUNDS *TRANSFER *FRAUD" MEANS:

- (1) *LOSS OF OR DAMAGE TO *MONEY, *SECURITIES AND *OTHER
*PROPERTY RESULTING DIRECTLY FROM THE USE OF ANY
COMPUTER TO FRAUDULENTLY CAUSE A TRANSFER OF THAT
PROPERTY FROM INSIDE THE PREMISES TO A PERSON OTHER
THAN A *MESSENGER OR TO A PLACE OUTSIDE THE PREMISES;
- (2) FRAUDULENT ELECTRONIC, TELEGRAPHIC, CABLE, TELETYPE,
FACSIMILE OR TELEPHONE INSTRUCTIONS ISSUED TO A
*FINANCIAL *INSTITUTION DIRECTING SUCH INSTITUTION TO
DEBIT A *TRANSFER *ACCOUNT AND TO TRANSFER, PAY OR
DELIVER *MONEY AND *SECURITIES FROM SUCH *TRANSFER
*ACCOUNT WHICH INSTRUCTIONS PURPORT TO HAVE BEEN
TRANSMITTED BY *YOU BUT WERE IN FACT FRAUDULENTLY
TRANSMITTED BY SOMEONE OTHER THAN *YOU WITHOUT *YOUR
KNOWLEDGE OR CONSENT;

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COMPUTER FRAUD AND FUNDS TRANSFER FRAUD PAGE 2 OF 3
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- (3) FRAUDULENT WRITTEN INSTRUCTIONS ISSUED TO A *FINANCIAL *INSTITUTION DIRECTING SUCH INSTITUTION TO DEBIT A *TRANSFER *ACCOUNT AND TO TRANSFER, PAY OR DELIVER *MONEY OR *SECURITIES FROM SUCH *TRANSFER *ACCOUNT BY USE OF AN ELECTRONIC FUNDS TRANSFER SYSTEM AT SPECIFIED INTERVALS OR UNDER SPECIFIED CONDITIONS WHICH INSTRUCTIONS PURPORT TO HAVE BEEN ISSUED BY *YOU BUT WERE IN FACT FRAUDULENTLY ISSUED, FORGED OR ALTERED BY SOMEONE OTHER THAN *YOU WITHOUT *YOUR KNOWLEDGE OR CONSENT.

"*FINANCIAL *INSTITUTION" MEANS:

- (1) A BANKING, SAVINGS OR THRIFT INSTITUTION, OR
(2) A STOCK BROKER, MUTUAL FUND, LIQUID ASSETS FUND OR SIMILAR INVESTMENT INSTITUTION AT WHICH *YOU MAINTAIN A *TRANSFER *ACCOUNT.

"*TRANSFER *ACCOUNT" MEANS AN ACCOUNT MAINTAINED BY *YOU AT A *FINANCIAL *INSTITUTION FROM WHICH *YOU CAN INITIATE THE TRANSFER, PAYMENT OR DELIVERY OF *MONEY OR *SECURITIES.

- (1) BY MEANS OF ELECTRONIC, TELEGRAPHIC, CABLE, TELETYPE, FACSIMILE OR TELEPHONE INSTRUCTIONS COMMUNICATED DIRECTLY OR THROUGH AN ELECTRONIC FUNDS TRANSFER SYSTEM; OR
(2) BY MEANS OF WRITTEN INSTRUCTIONS ESTABLISHING THE CONDITIONS UNDER WHICH SUCH TRANSFERS ARE TO BE INITIATED BY SUCH *FINANCIAL *INSTITUTION THROUGH AN ELECTRONIC FUNDS TRANSFER SYSTEM.

EXCLUSION (O) IS DELETED.

*PRIOR *FRAUD, *DISHONESTY OR *CANCELLATION CONDITION - ITEM (A) IS REPLACED BY THE FOLLOWING:

- (A) FROM THE MOMENT *YOU OR ANY OF *YOUR PARTNERS OR OFFICERS (NOT IN COLLUSION WITH SUCH *EMPLOYEE) POSSESSES KNOWLEDGE OF ANY FRAUDULENT OR DISHONEST ACT COMMITTED BY THE *EMPLOYEE, WHETHER OR NOT IN *YOUR SERVICE AT THE TIME OF THE ACT;

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YOUR DUTIES AFTER LOSS - ITEM (3) IS REPLACED BY THE FOLLOWING:

- (3) SUBMIT TO EXAMINATION UNDER OATH AT *OUR REQUEST, WHILE NOT IN THE PRESENCE OF ANY OTHER *INSURED AND AT SUCH TIMES AS MAY BE REASONABLY REQUIRED ABOUT ANY MATTER RELATING TO THIS INSURANCE OR THE *LOSS, INCLUDING *YOUR BOOKS AND RECORDS. IN THE EVENT OF AN EXAMINATION, AN *INSURED'S ANSWERS MUST BE SIGNED.

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ENDORSEMENT NO. 324
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COVERAGE PART 330
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITIONS - THE FOLLOWING DEFINITION IS ADDED:

"*ACCOUNTS *RECEIVABLE" MEANS:

- (A) ANY AMOUNT DUE *YOU FROM *YOUR CUSTOMERS THAT *YOU CANNOT COLLECT BECAUSE OF *LOSS;
- (B) THE INTEREST ON ANY LOAN *YOU MUST SECURE TO OFFSET UNCOLLECTIBLE ACCOUNTS UNTIL *LOSS IS PAID;
- (C) REASONABLE COLLECTION CHARGES OVER AND ABOVE *YOUR NORMAL COLLECTIONS COST MADE NECESSARY BY *LOSS;
- (D) ANY OTHER EXPENSE *YOU REASONABLY INCUR TO RE-ESTABLISH *YOUR RECORDS AFTER *LOSS.

*ACCOUNTS *RECEIVABLE DOES NOT MEAN *LOSS:

- (A) DUE TO ANY BOOKKEEPING, ACCOUNTING, OR BILLING ERRORS OR OMISSIONS;
- (B) THAT CAN ONLY BE PROVED TO EXIST BY AN AUDIT OF *YOUR RECORDS OR THE TAKING OF INVENTORY. *YOU CAN, HOWEVER, USE AN AUDIT OR INVENTORY TO SUPPORT A CLAIM FOR *LOSS WHICH *YOU HAVE PROVED BY OTHER EVIDENCE;
- (C) DUE TO ALTERATION, FALSIFICATION, CONCEALMENT OR DESTRUCTION OF RECORDS DONE TO CONCEAL THE WRONGFUL GIVING, TAKING OR WITHHOLDING OF MONEY, SECURITIES OR OTHER PROPERTY. THIS DOES NOT APPLY TO *LOSS IN EXCESS OF THE AMOUNT OF WRONGFUL GIVING, TAKING OR WITHHOLDING.

THE DEFINITION OF *ACTUAL *CASH *VALUE - ITEM (B) IS REPLACED BY THE FOLLOWING:

- (B) *STOCK, ITS REPLACEMENT COST; FOR *STOCK INSTALLED IN *YOUR CUSTOMER'S PERSONAL PROPERTY IT INCLUDES THE COST OF LABOR, LESS OVERHEAD AND PROFIT;

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THE DEFINITION OF *EMPLOYEE *TOOLS IS REPLACED BY THE FOLLOWING:

"*EMPLOYEE *TOOLS" MEANS TOOLS, EQUIPMENT, MATERIALS AND SUPPLIES OWNED BY *YOUR EMPLOYEES, AND USED IN *YOUR BUSINESS WHEN IN *YOUR *BUILDING. IT ALSO MEANS SUCH PROPERTY WHILE BEING USED TO SERVICE OR REPAIR PERSONAL PROPERTY AS PART OF *YOUR BUSINESS AWAY FROM *YOUR *BUILDING.

THE DEFINITION OF *EXTENDED *THEFT - PART (1) IS REPLACED BY THE FOLLOWING:

- (1) *YOUR VOLUNTARILY PARTING WITH EVIDENCE OF OWNERSHIP TO OR POSSESSION OF *STOCK WHEN INDUCED BY:
 - (A) A FORGED OR COUNTERFEIT INSTRUMENT USED IN PAYMENT;
 - (B) A CHECK OR OTHER INSTRUMENT WRITTEN ON AN ACCOUNT CLOSED BEFORE THE INSTRUMENT IS PRESENTED FOR PAYMENT;
 - (C) A CREDIT APPLICATION ON WHICH THE NAME, SOCIAL SECURITY NUMBER OR SIGNATURE OF THE APPLICANT IS FALSE OR FORGED;
 - (D) ANY OTHER CRIMINAL SCHEME, CRIMINAL TRICK OR CRIMINAL DEVICE WHICH INDUCES *YOU, AT THAT TIME, TO PART WITH EVIDENCE OF OWNERSHIP TO OR POSSESSION OF *STOCK;

THE FOLLOWING DEFINITION IS ADDED:

"*GOVERNMENT *CONFISCATION" MEANS SEIZURE OF COVERED PROPERTY, OWNED OR ACQUIRED BY *YOU, BY A DULY CONSTITUTED GOVERNMENTAL AUTHORITY FOR AN ALLEGED VIOLATION OF LAWS GOVERNING THE USE, SALE OR DISTRIBUTION OF CONTROLLED SUBSTANCES, INCLUDING THOSE LAWS GOVERNING THE REPORTING OF MONIES FROM SUCH ACTIVITIES.

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THE FOLLOWING IS ADDED TO THE DEFINITION OF *LOSS:

WITH RESPECT TO *GOVERNMENT *CONFISCATION, ALL ACTIONS BY ANY ONE PERSON, ORGANIZATION, GROUP OF INDIVIDUALS OR RING WHICH RESULT IN SEIZURE(S) WILL BE DEEMED ONE *LOSS. WITH RESPECT TO *VOLCANIC *ACTION, ALL ERUPTIONS WITHIN 168 HOURS WILL BE DEEMED ONE *LOSS.

THE FOLLOWING DEFINITION IS ADDED:

"*SINKHOLE *COLLAPSE" MEANS THE SUDDEN SINKING OR COLLAPSE OF LAND INTO UNDERGROUND EMPTY SPACES CREATED BY THE ACTION OF WATER ON LIMESTONE OR DOLOMITE. IT DOES NOT MEAN THE COST OF FILLING SINKHOLES OR THE SINKING OR COLLAPSE OF LAND INTO MAN-MADE UNDERGROUND CAVITIES.

THE DEFINITION OF *SPECIFIED *PERILS - PART (1) IS REPLACED BY THE FOLLOWING:

- (1) FIRE; LIGHTNING; SMOKE; EXPLOSION; WINDSTORM; HAIL; WEIGHT OF SNOW, ICE OR SLEET; VANDALISM; MALICIOUS MISCHIEF; RIOT; CIVIL COMMOTION; *SINKHOLE *COLLAPSE; *VOLCANIC *ACTION;

THE DEFINITION OF *STOCK IS REPLACED BY THE FOLLOWING:

"*STOCK" MEANS GOODS OR PRODUCTS *YOU SELL OR SERVICE WHICH ARE OWNED BY *YOU OR SIMILAR PROPERTY OF OTHERS FOR WHICH *YOU ARE LEGALLY LIABLE. IT ALSO MEANS PARTS AND MATERIALS, INCLUDING THE COST OF LABOR, *YOU INSTALL OR OTHERS INSTALL FOR *YOU, IN *YOUR CUSTOMER'S PERSONAL PROPERTY, BUT ONLY WHEN *LOSS (EXCEPT BY EXTENDED THEFT) OCCURS BEFORE YOU RELINQUISH POSSESSION OF THE PERSONAL PROPERTY TO THE CUSTOMER. "*STOCK" DOES NOT INCLUDE PROPERTY AS DEFINED IN *AUTOS, *EMPLOYEE *TOOLS OR *EQUIPMENT.

THE FOLLOWING DEFINITION IS ADDED:

"*VOLCANIC *ACTION" MEANS LAVA FLOW, AIRBORNE VOLCANIC BLAST OR AIRBORNE SHOCK WAVES, ASH, DUST AND PARTICULATE MATTER FOLLOWING ERUPTION OF A VOLCANO.

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A Stock Insurance Company

ENDORSEMENT NO. 324
PROPERTY EXTENSIONS
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PERILS EXCLUSION (B), THIS EXCLUSION DOES NOT APPLY - PART (II) IS CHANGED AND PART (III) IS ADDED AS FOLLOWS:

- (II) UNDER PART (1) OF THE EXCLUSION, TO *EXTENDED *THEFT OR *GOVERNMENT *CONFISCATION;
- (III) TO *GOVERNMENT *CONFISCATION CAUSED BY AN EMPLOYEE ACTING WITHOUT THE KNOWLEDGE OF *YOUR PARTNERS OR EXECUTIVE OFFICERS;

PERILS EXCLUSION (C) IS REPLACED BY THE FOLLOWING:

- (C) CONFISCATION BY DULY CONSTITUTED GOVERNMENTAL OR CIVIL AUTHORITY, OR DUE TO ANY LEGAL OR EQUITABLE PROCEEDINGS. THIS EXCLUSION DOES NOT APPLY TO *GOVERNMENT *CONFISCATION;

PERILS EXCLUSION (L) - THE LAST SENTENCE IS REPLACED BY THE FOLLOWING:

THIS EXCLUSION DOES NOT APPLY TO *VOLCANIC *ACTION, PROPERTY IN TRANSIT, GLASS OR *SINKHOLE *COLLAPSE;

PERILS EXCLUSION (N) IS REPLACED BY THE FOLLOWING:

- (N) ELECTRICAL INJURY, DISTURBANCE, OR ARCING TO ELECTRICAL APPLIANCES, DEVICES, FIXTURES, OR WIRING CAUSED BY ARTIFICIALLY GENERATED ELECTRICAL CURRENTS. IF FIRE OR EXPLOSION FOLLOWS, *WE WILL PAY ONLY FOR THE *LOSS BY FIRE, OR EXPLOSION, OR LEAKAGE FROM FIRE EXTINGUISHING EQUIPMENT.

THIS EXCLUSION DOES NOT APPLY TO *LOSS BY *BREAKDOWN WHEN THE ELECTRICAL INJURY, DISTURBANCE OR ARCING ORIGINATES WITHIN 500 FEET OF *YOUR PREMISES;

PERILS EXCLUSION (O) - THE LAST SENTENCE OF THIS EXCLUSION IS REPLACED BY THE FOLLOWING:

IF FIRE, EXPLOSION, *BREAKDOWN OR LEAKAGE FROM FIRE EXTINGUISHING EQUIPMENT FOLLOWS, *WE WILL PAY ONLY FOR THE *LOSS BY FIRE, EXPLOSION, *BREAKDOWN OR LEAKAGE FROM FIRE EXTINGUISHING EQUIPMENT;

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PERILS EXCLUSION (Q) - ITEM (IV) UNDER PART (2) IS REPLACED BY THE FOLLOWING:

(IV) INSULATING OR REFRACTORY MATERIAL.

PROPERTY EXCLUSION (H) - THE WORD "FENCES" IS DELETED.

PROPERTY EXCLUSION (J) IS REPLACED BY THE FOLLOWING:

(J) *CONTENTS, *EMPLOYEE *TOOLS, OR THE INTERIOR OF A *BUILDING IF *LOSS IS CAUSED BY RAIN, SNOW, ICE, SLEET, SAND, OR DUST, EVEN IF WIND DRIVEN. THIS EXCLUSION DOES NOT APPLY:

(1) IF IT COMES THROUGH AN OPENING CAUSED BY A *SPECIFIED *PERIL, *BREAKDOWN, THEFT OR ATTEMPTED THEFT;

(2) TO *LOSS CAUSED BY OR RESULTING FROM THAWING OF SNOW, SLEET OR ICE ON THE *BUILDING;

THE MOST WE WILL PAY - PART (F) IS REPLACED BY THE FOLLOWING:

(F) UP TO \$50,000 PER *LOSS FOR *EXTENDED *THEFT OR *GOVERNMENT *CONFISCATION;

DEBRIS REMOVAL - PARTS (A) AND (B) ARE REPLACED BY THE FOLLOWING:

(A) THE EXPENSES WILL BE PAID ONLY IF REPORTED TO *US IN WRITING WITHIN 180 DAYS OF THE DATE OF *LOSS;

(B) THE MOST *WE WILL PAY IS THE LARGER OF \$25,000 PER *LOCATION OR 25% OF THE *LOSS BEFORE THE APPLICATION OF ANY DEDUCTIBLE. *WE WILL NOT, HOWEVER, PAY MORE THAN \$25,000 IN EXCESS OF THE APPLICABLE LIMIT (AS STATED IN THE DECLARATIONS, THE SUPPLEMENTAL LIMITS OR NEWLY ACQUIRED ORGANIZATIONS EXTENSION) FOR THE ENTIRE *LOSS INCLUDING THE DEBRIS REMOVAL EXPENSES;

THE ENTIRE SUPPLEMENTAL LIMITS CONDITION IS REPLACED BY THE FOLLOWING:

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SUPPLEMENTAL LIMITS - THE FOLLOWING SUPPLEMENTAL LIMITS APPLY IN ADDITION TO THE LIMIT SHOWN IN THE DECLARATIONS. *YOU CAN USE:

IF *BUILDING(S), *CONTENTS, *EQUIPMENT OR *STOCK ARE INSURED:

(A) UP TO \$500,000 TO APPLY TO:

- (1) EACH *BUILDING AND ITS *CONTENTS ACQUIRED, RENTED, OR LEASED BY *YOU FOR USE IN *YOUR BUSINESS. IF *YOU ARE NOT REQUIRED TO INSURE THE RENTED OR LEASED BUILDING, *WE WILL PAY ALL SUMS *YOU LEGALLY MUST PAY FOR *LOSS (INCLUDING LOSS OF USE) TO THE *BUILDING NOT OWNED BY *YOU BUT IN *YOUR CARE, CUSTODY, OR CONTROL, IF *LOSS IS DUE TO *YOUR NEGLIGENCE.

REGARDING LEGAL LIABILITY COVERAGE FOR SUCH *BUILDINGS, *WE HAVE THE RIGHT AND DUTY TO DEFEND ANY SUIT ASKING FOR THESE DAMAGES. *WE MAY INVESTIGATE AND SETTLE ANY CLAIM OR SUIT *WE CONSIDER APPROPRIATE. *OUR DUTY TO DEFEND ENDS WITH OUR PAYMENT OF THE LIMIT FOR PART (A).

PERILS EXCLUSION (F) DOES NOT APPLY TO LEGAL LIABILITY COVERAGE FOR *BUILDINGS GRANTED IN PART (1).

REGARDING LEGAL LIABILITY COVERAGE FOR *BUILDINGS IN PART (1), PERILS EXCLUSION (W) IS ADDED AS FOLLOWS:

- (W) *YOUR AGREEMENT TO BE RESPONSIBLE FOR *LOSS.

WITH REGARD TO LEGAL LIABILITY COVERAGE FOR *BUILDINGS IN PART (1), THE WE WILL ALSO PAY CONDITION IS REPLACED BY THE FOLLOWING:

WE WILL ALSO PAY - IN ADDITION TO THE LIMIT STATED IN THE DECLARATIONS, *WE WILL ALSO PAY:

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- (A) ALL COSTS AND EXPENSES IN DEFENDING *YOU, AND INTEREST ON ANY JUDGMENT THAT DOES NOT EXCEED *OUR LIMIT;
- (B) PREMIUMS ON APPEAL BONDS OR BONDS TO RELEASE PROPERTY USED TO SECURE *YOUR LEGAL OBLIGATIONS, IN A SUIT *WE DEFEND, BUT ONLY FOR BONDS UP TO *OUR LIMIT. *WE DO NOT HAVE TO FURNISH OR SECURE THESE BONDS;
- (C) UP TO \$100 A DAY FOR LOSS OF EARNINGS (BUT NOT OTHER INCOME) BECAUSE OF ATTENDANCE AT HEARINGS OR TRIALS AT *OUR REQUEST;
- (D) OTHER REASONABLE EXPENSES INCURRED AT *OUR REQUEST.

REGARDING LEGAL LIABILITY COVERAGE FOR *BUILDINGS IN PART (1), THE HOW WE WILL PAY CONDITION IS REPLACED BY:

HOW WE WILL PAY - AT *OUR OPTION, *WE MAY PAY *YOU THE AMOUNT OF *LOSS OR *OUR LIMIT (WHICHEVER IS LESS) EITHER BEFORE OR AFTER CLAIM IS MADE. ANY SUCH PAYMENT RELIEVES *US OF ANY FURTHER OBLIGATION UNDER PART (A). PAYMENT REDUCES *OUR LIABILITY.

REGARDING LEGAL LIABILITY COVERAGE FOR *BUILDINGS IN PART (1), PART (B) OF YOUR DUTIES AFTER LOSS IS CHANGED TO READ:

- (B) NOTIFY *US AS SOON AS POSSIBLE. PROMPTLY SEND *US ALL DOCUMENTS, IF *YOU ARE SUED OR CLAIM IS MADE AGAINST *YOU.

PART (1) OF THIS EXTENSION ENDS THE EARLIER OF (1) 90 DAYS FROM THE FIRST DAY OF ACQUISITION, RENTAL OR LEASE, (2) THE DATE *YOU REPORT THE *BUILDING TO *US, OR (3) THE EXPIRATION DATE

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OF THIS POLICY. *WE WILL CHARGE *YOU PREMIUM FROM THE FIRST DAY OF ACQUISITION, RENTAL OR LEASE.

- (2) EACH *BUILDING WHILE BEING CONSTRUCTED FOR USE IN *YOUR BUSINESS.

PART (2) OF THIS EXTENSION ENDS THE EARLIER OF (1) 90 DAYS FROM THE START OF THE CONSTRUCTION, (2) THE DATE *YOU REPORT THE CONSTRUCTION TO *US, OR (3) THE EXPIRATION DATE OF THIS POLICY. *WE WILL CHARGE *YOU PREMIUM FROM THE START OF CONSTRUCTION;

- (B) UP TO \$20,000 TO APPLY, IN ANY COMBINATION, TO PROPERTY DESCRIBED UNDER *ADDITIONAL *PROPERTY FOR ANY ONE *LOSS.
- (C) UP TO \$100,000 TO PAY FOR THE EXPENSE TO EXTRACT *POLLUTANTS FROM THE LAND OR WATER AT A *LOCATION IF THE POLLUTION RESULTS FROM A *LOSS TO PROPERTY INSURED BY THIS COVERAGE PART. THE EXPENSES WILL BE PAID ONLY IF THEY ARE REPORTED TO *US WITHIN 180 DAYS OF THE DATE OF *LOSS.

EXTENSION (C) APPLIES TO EACH *LOCATION SEPARATELY AND IS THE MOST *WE WILL PAY DURING EACH POLICY PERIOD. IT DOES NOT APPLY TO EXPENSES TO TEST FOR, MONITOR OR ASSESS THE EXISTENCE, CONCENTRATION OR EFFECTS OF *POLLUTANTS, EXCEPT FOR TESTING PERFORMED IN THE PROCESS OF EXTRACTING *POLLUTANTS AS COVERED IN THIS EXTENSION.

- (D) UP TO \$25,000 TO APPLY IN ANY COMBINATION TO:
- (1) FIRE DEPARTMENT SERVICE CHARGES ASSUMED UNDER A CONTRACT OR AGREEMENT, OR REQUIRED BY LOCAL ORDINANCE. THIS EXTENSION APPLIES ONLY TO THE

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SERVICE CHARGE, NOT TO ANY LIABILITY FOR
INJURY TO ANY PERSON OR PROPERTY FROM ANY
CAUSE;

(2) EXPENSES ACTUALLY INCURRED TO RECHARGE ANY
PRESSURIZED AUTOMATIC EXTINGUISHING SYSTEM
DUE TO DISCHARGE. NO DEDUCTIBLE APPLIES TO
THIS EXTENSION.

(3) ARSON REWARDS.

NO DEDUCTIBLE APPLIES TO EXTENSION (D).

(E) UP TO \$10,000 TO APPLY TO DAMAGE TO THE *BUILDING
AT THE *LOCATION CAUSED BY THIEVES. THIS EXTENSION
APPLIES ONLY IF *YOU DO NOT OWN THE *BUILDING AND
ARE LEGALLY LIABLE FOR SUCH *LOSS.

(F) UP TO \$25,000 FOR ANY ONE *LOSS TO APPLY TO
*EXTRA *EXPENSE.

(G) UP TO \$10,000 FOR EACH PAINTING, ETCHING, WATER-
COLOR, OR SIMILAR ARTISTIC RENDERING OWNED BY *YOU
AND USED TO DECORATE THE INTERIOR OR A *BUILDING,
BUT NOT FOR MORE THAN \$50,000 FOR ANY ONE *LOSS.
PROPERTY EXCLUSION (E) DOES NOT APPLY TO EXTENSION
(G);

(H) UP TO \$5,000 FOR TREES, SHRUBS, LAWNS, OR PLANTS
(INCLUDING THE COST TO REMOVE DEBRIS) USED FOR
OUTSIDE DECORATION AT EACH *LOCATION INSURED. THIS
EXTENSION IS LIMITED TO \$750 PER TREE, SHRUB, OR
GROWING PLANT. PROPERTY EXCLUSION (B) DOES NOT
APPLY TO EXTENSION (H). NO DEDUCTIBLE APPLIES TO
EXTENSION (H).

(I) UP TO \$250,000 FOR *LOSS TO *YOUR RECORDS OF
*ACCOUNTS *RECEIVABLE WHILE THOSE RECORDS ARE
INSIDE OF A *BUILDING SHOWN IN THE DECLARATIONS
AS SUBJECT TO THIS ENDORSEMENT. THE MOST *WE WILL
PAY UNDER THIS EXTENSION IS *LOSS AS DETERMINED
BY THE FORMULA SHOWN BELOW. *WE WILL:

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- (1) DETERMINE THE AVERAGE AMOUNT OF THE MONTHLY ACCOUNTS RECEIVABLE FOR THE TWELVE MONTHS IMMEDIATELY PRECEDING THE *LOSS.
- (2) INCREASE OR DECREASE THE AMOUNT DETERMINED IN (1) FOR NORMAL FLUCTUATIONS IN THE AMOUNT OF OUTSTANDING ACCOUNTS RECEIVABLE DURING THE MONTH OF *LOSS; AND
- (3) FROM THE AMOUNT DETERMINED ABOVE, *WE WILL DEDUCT THE AMOUNT OF:
 - (I) UNCOLLECTED ACCOUNTS ON WHICH *YOUR RECORDS WERE NOT LOST OR DAMAGED;
 - (II) ACCOUNTS *YOU HAVE RE-ESTABLISHED OR COLLECTED FROM OTHER RECORDS;
 - (III) PROBABLE BAD DEBTS THAT NORMALLY WOULD HAVE BEEN UNCOLLECTIBLE; AND
 - (IV) UNEARNED INTEREST OR SERVICE CHARGES ON DEFERRED PAYMENT ACCOUNTS.

*WE WILL PAY *YOU WITHIN 30 DAYS AFTER *YOU HAVE PROVEN *YOUR *LOSS AND THE FINAL AMOUNT PAYABLE HAS BEEN DETERMINED.

IF *YOU MUST TRANSFER THE RECORDS TO ANOTHER SAFE PLACE TO AVOID IMMINENT DANGER OF *LOSS, *WE WILL COVER THEM WHILE TEMPORARILY THERE OR IN TRANSIT TO OR FROM THERE.

*YOU MUST TELL *US IF *YOU COLLECT ANY RECEIVABLES THAT *WE PAID *YOU. ANY SUCH COLLECTIONS BELONG TO *US. ONCE *WE HAVE BEEN PAID IN FULL, THE REMAINDER IS *YOURS.

PERILS EXCLUSIONS (E), (G), (J), (K), (L), (O), (Q), (S), (T) AND (U) DO NOT APPLY TO EXTENSION (I). PROPERTY EXCLUSION (C) DOES NOT APPLY TO EXTENSION (I).

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- (J) UP TO \$5,000 FOR PREMISES KEY AND LOCK REPLACEMENT IF KEYS ARE STOLEN OR PREMISES LOCK REPAIR OR REPLACEMENT IS MADE NECESSARY BY THEFT OR ATTEMPTED THEFT. NO DEDUCTIBLE APPLIES TO EXTENSION (I).
- (K) UP TO \$10,000 IN ONE POLICY PERIOD FOR REASONABLE EXPENSES INCURRED IN COLLECTING AND PREPARING *LOSS DATA REQUIRED BY *US. THIS INCLUDES THE COST OF AN INVENTORY THAT *WE REQUEST TO DETERMINE THE EXTENT OF A *LOSS.

IF *CONTENTS OR *EQUIPMENT ARE INSURED:

- (A) UP TO \$25,000 TO APPLY TO ALL DUPLICATE AND BACKUP *DATA AND *MEDIA STORED AT PREMISES OTHER THAN A *LOCATION. SUCH STORAGE MUST BE MORE THAN 100 FEET FROM ANY *LOCATION;
- (B) UP TO \$25,000 TO APPLY TO *EQUIPMENT RENTED BY *YOU TO OTHERS. PROPERTY EXCLUSION (I) DOES NOT APPLY TO EXTENSION (B);
- (C) UP TO \$25,000 TO APPLY TO *EMPLOYEE *TOOLS. THIS EXTENSION IS SUBJECT TO THE FOLLOWING:
 - (1) THIS EXTENSION DOES NOT APPLY IF *EMPLOYEE *TOOLS IS AN ITEM OF PROPERTY ALREADY INSURED AT ANY *LOCATION;
 - (2) ONLY THE *SPECIFIED *PERILS APPLY;
 - (3) COVERAGE IS LIMITED TO \$1,000 PER EMPLOYEE PER *LOSS;
- (D) UP TO \$10,000 ON ANY PERSONAL PROPERTY, OTHER THAN *EMPLOYEES *TOOLS, OWNED BY *YOUR PARTNERS, OFFICERS OR EMPLOYEES, SUBJECT TO A MAXIMUM PAYMENT OF \$1,000 PER PERSON FOR *LOSS BY THEFT. PROPERTY EXCLUSION (E) DOES NOT APPLY TO EXTENSION (D);

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(E) UP TO \$2,500 ON GOLD, SILVER, PLATINUM, BULLION AND OTHER PRECIOUS METALS (OR OBJECTS MADE OF ANY OF THEM), JEWELS, JEWELRY, WATCHES, PEARLS, PRECIOUS OR SEMI-PRECIOUS STONES, AND FURS OWNED BY *YOU FOR *LOSS DUE TO THEFT. EXCLUSION (E) DOES NOT APPLY TO EXTENSION (E);

IF *EMPLOYEE *TOOLS ARE INSURED:

UP TO \$50,000 TO APPLY TO *EMPLOYEE *TOOLS IN EACH *BUILDING *YOU ACQUIRE, RENT OR LEASE FOR USE IN *YOUR BUSINESS.

THIS EXTENSION ENDS THE EARLIER OF (1) 90 DAYS FROM THE FIRST DAY OF ACQUISITION, RENTAL OR LEASE, (2) THE DATE *YOU REPORT THE *BUILDING TO *US, OR (3) THE EXPIRATION DATE OF THIS POLICY. *WE WILL CHARGE *YOU PREMIUM FROM THE FIRST DAY OF ACQUISITION, RENTAL OR LEASE.

THE COINSURANCE CONDITION OF THIS COVERAGE PART DOES NOT APPLY TO THE EXTENSIONS PROVIDED UNDER *SUPPLEMENTAL *LIMITS.

THE MOST *WE WILL PAY UNDER *SUPPLEMENTAL *LIMITS IS THE *ACTUAL *CASH *VALUE (AS DEFINED FOR SIMILAR PROPERTY INSURED AT THE *LOCATION) OF REPAIRS OR REPLACEMENT OF THE PROPERTY WITH LIKE KIND AND QUALITY OR THE AMOUNT STATED IN THE EXTENSION, WHICHEVER IS LESS.

THE FOLLOWING EXTENSION IS ADDED:

NEWLY ACQUIRED ORGANIZATIONS EXTENSION - THE INSURANCE AFFORDED BY THIS COVERAGE PART IS EXTENDED TO INCLUDE ANY ORGANIZATION ACQUIRED OR FORMED BY *YOU AND IN WHICH *YOU HAVE A MAJORITY OWNERSHIP. *WE WILL PAY UP TO \$500,000 TO APPLY TO *BUILDING AND *CONTENTS IF EITHER IS SHOWN IN THE DECLARATIONS. *YOU MAY ALSO USE THE ADDITIONAL LIMITS PROVIDED IN THE SUPPLEMENTAL LIMITS CONDITION.

THIS EXTENSION ENDS THE EARLIER OF (A) 90 DAYS FROM THE DATE OF ACQUISITION OF FORMATION, OR (B) THE DATE THIS COVERAGE

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PART EXPIRES. *YOU MUST PAY ANY ADDITIONAL PREMIUMS DUE. THE COINSURANCE CONDITION OF THIS COVERAGE PART DOES NOT APPLY TO THIS EXTENSION. THE MOST *WE WILL PAY UNDER THIS EXTENSION IS THE *ACTUAL *CASH *VALUE (AS DEFINED FOR SIMILAR PROPERTY INSURED) OF REPAIRS OR REPLACEMENT OF THE PROPERTY WITH LIKE KIND AND QUALITY OR \$500,000, WHICHEVER IS LESS.

THIS EXTENSION DOES NOT APPLY TO AN OPERATION THAT:

- (1) IS A JOINT VENTURE;
- (2) IS AN INSURED UNDER ANY OTHER POLICY;
- (3) HAS EXHAUSTED ITS LIMIT OF INSURANCE UNDER ANY OTHER POLICY; OR
- (4) IS IN A DIFFERENT BUSINESS THAN *YOU.

YOUR DUTIES AFTER LOSS - PART (A) IS REPLACED BY THE FOLLOWING:

- (A) PROTECT THE PROPERTY WHETHER OR NOT THIS INSURANCE APPLIES. *WE WILL PAY ALL REASONABLE EXPENSES *YOU INCUR FOR SUCH PROTECTION. HOWEVER, *WE WILL PAY ONLY FOR SUBSEQUENT COVERED *LOSS.

THE * INDICATES THE WORD IS DEFINED IN THE
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A Stock Insurance Company

ENDORSEMENT NO. 346
LIMIT FOR EMPLOYEE THEFT OF AUTOS
COVERAGE PART 300
UNICOVER V

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE FOLLOWING IS ADDED TO THE DEFINITION OF "*LOSS*":

WITH RESPECT TO COVERAGE PROVIDED UNDER EXCEPTION (1) TO EXCLUSION (G) FOR *COVERED *AUTOS PHYSICALLY STOLEN BY *YOUR EMPLOYEE, ALL *LOSS CAUSED BY, OR INVOLVING, ONE OR MORE EMPLOYEES, OR ACT OR SERIES OF ACTS INVOLVING ONE OR MORE PERSONS WILL BE DEEMED TO BE ONE *LOSS.

THE MOST WE WILL PAY - THE FOLLOWING IS ADDED:

(G) UNDER EXCEPTION (1) TO EXCLUSION (G), FOR ALL *COVERED *AUTOS THAT ARE PHYSICALLY STOLEN BY *YOUR EMPLOYEE(S) IN A POLICY PERIOD, THE GREATER OF \$50,000 OR AN AMOUNT EQUAL TO THE *EXTENDED *THEFT LIMIT STATED IN THE DECLARATIONS.

THE FOLLOWING CONDITION IS ADDED:

NON-CUMULATIVE LIMITS - WITH RESPECT TO COVERAGE PROVIDED UNDER EXCEPTION (1) TO EXCLUSION (G) FOR *COVERED *AUTOS PHYSICALLY STOLEN BY *YOUR EMPLOYEE, REGARDLESS OF THE NUMBER OF YEARS THIS COVERAGE PART CONTINUES IN FORCE, THE \$50,000 LIMIT STATED IN THE DECLARATIONS AND THE AMOUNT EQUAL TO THE *EXTENDED *THEFT LIMIT ARE NOT CUMULATIVE FROM ONE COVERAGE PART PERIOD TO ANOTHER, OR FROM ONE YEAR TO ANOTHER.

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A Stock Insurance Company

ENDORSEMENT NO. 353
ASBESTOS EXCLUSION
COVERAGE PARTS 500, 900, 950, 970 AND 980
UNICOVER V (NEW YORK)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSIONS - THE FOLLOWING IS ADDED:

- (U) *INJURY, *CUSTOMER *COMPLAINT *DEFENSE, *STATUTE *AND *TITLE *E&O OR *EMPLOYMENT *RELATED *DEFENSE ARISING OUT OF THE ACTUAL OR ALLEGED PRESENCE, DISPERSAL OR THREATENED DISPERSAL OF ASBESTOS, ASBESTOS FIBERS OR PRODUCTS OR COMPOUNDS CONTAINING ASBESTOS, OR ANY HAZARDOUS PROPERTIES OF ASBESTOS. THIS INCLUDES:
 - (1) ANY SUPERVISION, INSTRUCTIONS, RECOMMENDATIONS, WARNINGS OR ADVICE GIVEN, OR WHICH SHOULD HAVE BEEN GIVEN, IN CONNECTION WITH THE ABOVE; AND
 - (2) *DAMAGES, OR THE LEGAL OBLIGATION TO REIMBURSE ANOTHER PARTY FOR *DAMAGES, RESULTING FROM *INJURY, *CUSTOMER *COMPLAINT *DEFENSE, *STATUTE *AND *TITLE *E&O OR *EMPLOYEE *RELATED *DEFENSE.

THE * INDICATES THE WORD IS DEFINED IN THE
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A Stock Insurance Company

ENDORSEMENT NO. 355
DEDUCTIBLE (INJURY GROUPS 1-4)
COVERAGE PART 500
UNICOVER V (NEW YORK)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE FOLLOWING CONDITIONS REPLACE THE FIRST FOUR PARAGRAPHS OF THE DEDUCTIBLE CONDITION.

WITH RESPECT TO *INJURY DEFINED IN GROUPS 1, 2, 3 AND 4, *OUR OBLIGATION TO PAY FOR *LOSS AND SUMS FOR DAMAGES IS LIMITED TO THOSE AMOUNTS IN EXCESS OF *YOUR DEDUCTIBLE LIMIT, SHOWN IN THE DECLARATIONS AS WORK/PRODUCTS. THE LIMITS OF LIABILITY APPLICABLE FOR EACH *LOSS, *INJURY, *OCCURRENCE, CLAIM OR *SUIT WILL BE REDUCED BY THE AMOUNT OF *YOUR DEDUCTIBLE LIMIT.

*WE MAY USE ANY PART OF *YOUR DEDUCTIBLE LIMIT TO EFFECT SETTLEMENT OF ANY CLAIM OR *SUIT.

*YOU MUST PROMPTLY PAY *YOUR DEDUCTIBLE LIMIT WHEN DUE.

RECOVERY AMOUNTS, INCLUDING SALVAGE, SUBROGATION, AND OTHER INSURANCE WILL ACCRUE TO *OUR BENEFIT WHERE PERMITTED BY LAW. *WE WILL PAY *YOU ANY RECOVERY AMOUNTS IN EXCESS OF THE AMOUNT *WE HAVE PAID, LESS RECOVERY EXPENSES.

THE * INDICATES THE WORD IS DEFINED IN THE COVERAGE PART TO WHICH THIS ENDORSEMENT APPLIES.

EDITION 11-2001

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A Stock Insurance Company

ENDORSEMENT NO. 389
CUSTOMER AUTO - LEGAL LIABILITY FOR NATURAL DISASTER
COVERAGE PART 300
UNICOVER V

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REGARDING *LOSS TO A *CUSTOMER'S *AUTO RESULTING FROM WINDSTORM,
HAIL, FLOOD OR RISING WATER, EARTHQUAKE OR ANY OTHER NATURAL
DISASTER:

THE FIRST PARAGRAPH OF THE INSURING AGREEMENT IS REPLACED BY
THE FOLLOWING:

INSURING AGREEMENT - *WE WILL PAY ALL SUMS *YOU LEGALLY
MUST PAY AS DAMAGES FOR *LOSS TO *CUSTOMER'S *AUTOS,
EXCEPT AS EXCLUDED OR AS STATED OTHERWISE IN THE DECLARATIONS.

EXCLUSIONS - THE FOLLOWING EXCLUSIONS ARE ADDED:

- (P) RESULTING FROM *YOUR ACCEPTING RESPONSIBILITY FOR
*LOSS UNDER ANY AGREEMENT;
- (Q) TO TAPES, RECORDS, OR OTHER DEVICES DESIGNED FOR
USE WITH SOUND REPRODUCING EQUIPMENT.

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ENDORSEMENT NO. 404
COINSURANCE CONDITION REVISED
COVERAGE PART 330
UNICOVER V

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE FIRST PARAGRAPH OF THE COINSURANCE CONDITION IS REPLACED BY THE FOLLOWING:

COINSURANCE - *WE WILL NOT PAY THE FULL AMOUNT OF ANY *LOSS IF THE *ACTUAL *CASH *VALUE OF THE INSURED PROPERTY AT THE TIME OF *LOSS MULTIPLIED BY THE COINSURANCE PERCENTAGE (SHOWN IN THE DECLARATIONS FOR THE PROPERTY) IS GREATER THAN THE LIMIT STATED IN THE DECLARATIONS FOR THE PROPERTY AT THAT *LOCATION.

*WE WILL DETERMINE THE *ACTUAL *CASH *VALUE OF THE INSURED PROPERTY AT THE TIME OF *LOSS, AND MULTIPLY IT BY THE COINSURANCE PERCENTAGE (SHOWN IN THE DECLARATIONS FOR THE PROPERTY) TO OBTAIN THE "PROPER AMOUNT" OF INSURANCE *YOU SHOULD HAVE PURCHASED. *WE WILL DIVIDE THE LIMIT FOR THE PROPERTY BY THE "PROPER AMOUNT" TO OBTAIN THE "RECOVERY RATIO". IF THE RECOVERY RATIO IS LESS THAN 1.00, *WE WILL MULTIPLY THE AMOUNT OF THE *LOSS (BEFORE APPLYING ANY DEDUCTIBLE) BY THE "RECOVERY RATIO" TO DETERMINE THE "AMOUNT PAYABLE". THE AMOUNT OF *OUR PAYMENT WILL BE THE LESSER OF THE "AMOUNT PAYABLE" OR THE LIMIT STATED IN THE DECLARATIONS FOR THE *LOCATION.

THE * INDICATES THE WORD IS DEFINED IN THE
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ENDORSEMENT NO. 408
BLANKET LIMITS REVISED
COVERAGE PART 330
UNICOVER V

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WITH RESPECT TO *LOSS TO THE PROPERTY SHOWN IN THE DECLARATIONS AS SUBJECT TO THIS ENDORSEMENT, THE FOLLOWING IS ADDED TO THE MOST WE WILL PAY CONDITION.

- (H) IF THE LIMIT APPLIES TO MORE THAN ONE *LOCATION, THE MOST *WE WILL PAY FOR *LOSS AT ANY ONE *LOCATION IS THE PROPORTION THAT THE *ACTUAL *CASH *VALUE AT THAT *LOCATION BEARS TO THE *ACTUAL *CASH *VALUE OF THE INSURED PROPERTY AT ALL *LOCATIONS INCLUDED IN THAT LIMIT.

THE * INDICATES THE WORD IS DEFINED IN THE
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ENDORSEMENT NO. 410
STATUTORY RIGHT OF PRIVACY EXCLUSION
COVERAGE PARTS 500, 950, 970 AND 980
UNICOVER V

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE PARTS 500 AND 950 -- THE DEFINITION OF *INJURY GROUP 3 IS REPLACED BY THE FOLLOWING:

GROUP 3 - FALSE ARREST, FALSE IMPRISONMENT, WRONGFUL EVICTION, WRONGFUL DETENTION, MALICIOUS PROSECUTION, ABUSE OF PROCESS, LIBEL, SLANDER, DEFAMATION OF CHARACTER, PRIVATE NUISANCE (EXCEPT POLLUTION), INVASION OF THE RIGHT OF POSSESSION OF PERSONAL PROPERTY; COMMON LAW CLAIMS FOR INVASION OF THE RIGHT OF PRIVACY;

COVERAGE PART 970, DEFINITION OF *INJURY -- PART (3) IS REPLACED BY THE FOLLOWING:

- (3) FALSE ARREST, FALSE IMPRISONMENT, WRONGFUL DETENTION, ABUSE OF PROCESS, WRONGFUL EVICTION, MALICIOUS PROSECUTION, LIBEL, SLANDER, DEFAMATION, PRIVATE NUISANCE (EXCEPT POLLUTION), INVASION OF THE RIGHT OF POSSESSION OF PERSONAL PROPERTY; COMMON LAW CLAIMS FOR INVASION OF THE RIGHT OF PRIVACY;

COVERAGE PART 980, DEFINITION OF *INJURY -- PART (3) IS REPLACED BY THE FOLLOWING:

- (3) FALSE ARREST, FALSE IMPRISONMENT, WRONGFUL EVICTION, WRONGFUL DETENTION, MALICIOUS PROSECUTION, ABUSE OF PROCESS, LIBEL, SLANDER, DEFAMATION OF CHARACTER, PRIVATE NUISANCE (EXCEPT POLLUTION), INVASION OF THE RIGHT OF POSSESSION OF PERSONAL PROPERTY; COMMON LAW CLAIMS FOR INVASION OF THE RIGHT OF PRIVACY;

COVERAGE PARTS 500, 950, 970 AND 980, EXCLUSIONS -- THE FOLLOWING EXCLUSION IS ADDED:

- (U) *INJURY WHEN A CLAIM FOR INVASION OF THE RIGHT OF PRIVACY IS A STATUTORY VIOLATION;

THE * INDICATES THE WORD IS DEFINED IN THE
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ENDORSEMENT NO. 418
VIDEO EQUIPMENT IN AUTOS
COVERAGE PARTS 300 AND 900
UNICOVER V

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE PARTS 300 AND 900 -- EXCLUSION (N), "THIS DOES NOT APPLY TO" -- PART (1) IS REPLACED BY THE FOLLOWING:

- (1) TAPE DECKS, COMPACT DISK PLAYERS, VIDEO CASSETTE RECORDERS, DIGITAL VIDEO DISK PLAYERS, VIDEO CAMERAS, OTHER SOUND REPRODUCING EQUIPMENT, OR A DEVICE FOR VIEWING VISUAL IMAGES, WHEN ANY OF THE ABOVE ARE PERMANENTLY INSTALLED IN, AND ANTENNAS PERMANENTLY ATTACHED TO, THE *COVERED *AUTO;

THE * INDICATES THE WORD IS DEFINED IN THE
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ENDORSEMENT NO. 441
EMPLOYEE TOOLS OFF PREMISES
COVERAGE PART 330
UNICOVER V

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE DEFINITION OF *EMPLOYEE *TOOLS IS REPLACED WITH THE FOLLOWING:

"*EMPLOYEE *TOOLS" MEANS TOOLS, EQUIPMENT, MATERIALS AND SUPPLIES OWNED BY *YOUR EMPLOYEES WHEN (1) IN *YOUR BUILDING, IN TRANSIT OR TEMPORARILY AT A PREMISES NOT OWNED, RENTED, LEASED, OPERATED OR CONTROLLED BY *YOU, PROVIDED SUCH PROPERTY IS BEING USED IN THE CONDUCT OF *YOUR BUSINESS; OR (2) NOT BEING USED IN THE CONDUCT OF *YOUR BUSINESS IF SUCH PROPERTY IS IN AN *AUTO OWNED OR LEASED BY *YOU.

THE FOLLOWING IS ADDED TO EXCLUSIONS - PROPERTY:

WITH RESPECT TO ITEM (2) OF THE DEFINITION OF *EMPLOYEE *TOOLS, *WE WILL NOT PAY FOR *LOSS BY THEFT FROM ANY UNATTENDED *AUTO, UNLESS AT THE TIME OF THEFT ITS WINDOWS, DOORS AND COMPARTMENTS WERE CLOSED AND LOCKED, AND THERE ARE VISIBLE SIGNS THAT THE THEFT WAS A RESULT OF FORCED ENTRY, BUT THIS EXCLUSION DOES NOT APPLY TO PROPERTY IN THE CUSTODY OF A CARRIER FOR HIRE.

THE FOLLOWING IS ADDED TO THE MOST WE WILL PAY CONDITION:

WITH RESPECT TO ITEM (2) OF THE DEFINITION OF *EMPLOYEE *TOOLS, THE MOST *WE WILL PAY FOR ANY ONE LOSS IS \$25,000.

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ENDORSEMENT NO. 455
EXCLUSION OF SPOUSAL LIABILITY COVERAGE
COVERAGE PARTS 500, 900, 970 AND 980
UNICOVER V (NEW YORK)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE FOLLOWING EXCLUSION IS ADDED:

THIS INSURANCE DOES NOT APPLY TO *INJURY TO THE SPOUSE OF AN *INSURED. HOWEVER, *WE PAY ALL SUMS AN *INSURED LEGALLY MUST PAY IF NAMED AS A THIRD PARTY DEFENDANT IN A LEGAL ACTION COMMENCED BY HIS OR HER SPOUSE AGAINST ANOTHER PARTY.

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ENDORSEMENT NO. 457 NY
NEW YORK MANDATORY PERSONAL INJURY
PROTECTION ENDORSEMENT
COVERAGE PARTS 500 AND 900
UNICOVER V

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE COMPANY AGREES WITH THE NAMED INSURED, AS FOLLOWS:

SECTION I

MANDATORY PERSONAL INJURY PROTECTION

THE COMPANY WILL PAY FIRST-PARTY BENEFITS TO REIMBURSE FOR BASIC ECONOMIC LOSS SUSTAINED BY AN ELIGIBLE INJURED PERSON ON ACCOUNT OF PERSONAL INJURIES CAUSED BY AN ACCIDENT ARISING OUT OF THE USE OR OPERATION OF A MOTOR VEHICLE OR A MOTORCYCLE DURING THE POLICY PERIOD AND WITHIN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS, OR CANADA.

FIRST-PARTY BENEFITS

FIRST-PARTY BENEFITS, OTHER THAN DEATH BENEFITS, ARE PAYMENTS EQUAL TO BASIC ECONOMIC LOSS, REDUCED BY THE FOLLOWING:

- (A) 20 PERCENT OF THE ELIGIBLE INJURED PERSON'S LOSS OF EARNINGS FROM WORK TO THE EXTENT THAT AN ELIGIBLE INJURED PERSON'S BASIC ECONOMIC LOSS CONSISTS OF SUCH LOSS OF EARNINGS;
- (B) AMOUNTS RECOVERED OR RECOVERABLE ON ACCOUNT OF PERSONAL INJURY TO AN ELIGIBLE INJURED PERSON UNDER STATE OR FEDERAL LAWS PROVIDING SOCIAL SECURITY DISABILITY OR WORKERS' COMPENSATION BENEFITS, OR DISABILITY BENEFITS UNDER ARTICLE NINE OF THE NEW YORK WORKERS' COMPENSATION LAW;
- (C) THE AMOUNT OF ANY APPLICABLE DEDUCTIBLE, PROVIDED THAT SUCH DEDUCTIBLE SHALL APPLY TO EACH ACCIDENT, BUT ONLY TO THE TOTAL OF FIRST-PARTY BENEFITS OTHERWISE PAYABLE TO THE NAMED INSURED AND ANY RELATIVE AS A RESULT OF THAT ACCIDENT.

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BASIC ECONOMIC LOSS

BASIC ECONOMIC LOSS SHALL CONSIST OF MEDICAL EXPENSE, WORK LOSS, OTHER EXPENSE AND, WHEN DEATH OCCURS, A DEATH BENEFIT AS HEREIN PROVIDED. EXCEPT FOR SUCH DEATH BENEFIT, BASIC ECONOMIC LOSS SHALL NOT INCLUDE ANY LOSS SUSTAINED ON ACCOUNT OF DEATH. BASIC ECONOMIC LOSS OF EACH ELIGIBLE INJURED PERSON ON ACCOUNT OF ANY SINGLE ACCIDENT SHALL NOT EXCEED \$50,000, EXCEPT THAT ANY DEATH BENEFIT HEREUNDER SHALL BE IN ADDITION THERETO.

MEDICAL EXPENSE

MEDICAL EXPENSE SHALL CONSIST OF NECESSARY EXPENSES FOR:

- (A) MEDICAL, HOSPITAL (INCLUDING SERVICES RENDERED IN COMPLIANCE WITH ARTICLE 41 OF THE PUBLIC HEALTH LAW, WHETHER OR NOT SUCH SERVICES ARE RENDERED DIRECTLY BY A HOSPITAL), SURGICAL, NURSING, DENTAL, AMBULANCE, X-RAY, PRESCRIPTION DRUG AND PROSTHETIC SERVICES;
- (B) PSYCHIATRIC, PHYSICAL AND OCCUPATIONAL THERAPY AND REHABILITATION;
- (C) ANY NONMEDICAL REMEDIAL CARE AND TREATMENT RENDERED IN ACCORDANCE WITH A RELIGIOUS METHOD OF HEALING RECOGNIZED BY THE LAWS OF NEW YORK; AND
- (D) ANY OTHER PROFESSIONAL HEALTH SERVICES.

THESE MEDICAL EXPENSES WILL NOT BE SUBJECT TO A TIME LIMITATION, PROVIDED THAT, WITHIN ONE YEAR AFTER THE DATE OF THE ACCIDENT, IT IS ASCERTAINABLE THAT FURTHER MEDICAL EXPENSES MAY BE SUSTAINED AS A RESULT OF THE INJURY. PAYMENTS HEREUNDER FOR NECESSARY MEDICAL EXPENSES SHALL BE SUBJECT TO THE LIMITATIONS AND REQUIREMENTS OF SECTION 5108 OF THE NEW YORK INSURANCE LAW.

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WORK LOSS

WORK LOSS SHALL CONSIST OF THE SUM OF THE FOLLOWING LOSSES AND EXPENSES, UP TO A MAXIMUM PAYMENT OF \$2,000 PER MONTH FOR A MAXIMUM PERIOD OF THREE YEARS FROM THE DATE OF THE ACCIDENT:

- (A) LOSS OF EARNINGS FROM WORK WHICH THE ELIGIBLE INJURED PERSON WOULD HAVE PERFORMED HAD SUCH PERSON NOT BEEN INJURED, EXCEPT THAT AN EMPLOYEE WHO IS ENTITLED TO RECEIVE MONETARY PAYMENTS, PURSUANT TO STATUTE OR CONTRACT WITH THE EMPLOYER, OR WHO RECEIVES VOLUNTARY MONETARY BENEFITS PAID FOR BY THE EMPLOYER, BY REASON OF SUCH EMPLOYEE'S INABILITY TO WORK BECAUSE OF PERSONAL INJURY ARISING OUT OF THE USE OR OPERATION OF A MOTOR VEHICLE OR A MOTORCYCLE, SHALL NOT BE ENTITLED TO RECEIVE FIRST-PARTY BENEFITS FOR LOSS OF EARNINGS FROM WORK TO THE EXTENT THAT SUCH MONETARY PAYMENTS OR BENEFITS FROM THE EMPLOYER DO NOT RESULT IN THE EMPLOYEE SUFFERING A REDUCTION IN INCOME OR A REDUCTION IN SUCH EMPLOYEE'S LEVEL OF FUTURE BENEFITS ARISING FROM A SUBSEQUENT ILLNESS OR INJURY; AND
- (B) REASONABLE AND NECESSARY EXPENSES SUSTAINED BY THE ELIGIBLE INJURED PERSON IN OBTAINING SERVICES IN LIEU OF THOSE WHICH SUCH PERSON WOULD HAVE PERFORMED FOR INCOME.

OTHER EXPENSES

OTHER EXPENSES SHALL CONSIST OF ALL REASONABLE AND NECESSARY EXPENSES, OTHER THAN MEDICAL EXPENSE AND WORK LOSS, UP TO \$25 PER DAY FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE ACCIDENT CAUSING INJURY.

DEATH BENEFIT

UPON THE DEATH OF ANY ELIGIBLE INJURED PERSON, CAUSED BY AN ACCIDENT TO WHICH THIS COVERAGE APPLIES, THE COMPANY WILL PAY TO THE ESTATE OF SUCH PERSON A DEATH BENEFIT OF \$2,000.

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ELIGIBLE INJURED PERSON

SUBJECT TO THE EXCLUSIONS AND CONDITIONS SET FORTH BELOW, AN ELIGIBLE INJURED PERSON IS:

- (A) THE NAMED INSURED AND ANY RELATIVE WHO SUSTAINS PERSONAL INJURY ARISING OUT OF THE USE OR OPERATION OF ANY MOTOR VEHICLE;
- (B) THE NAMED INSURED AND ANY RELATIVE WHO SUSTAINS PERSONAL INJURY ARISING OUT OF THE USE OR OPERATION OF ANY MOTORCYCLE, WHILE NOT OCCUPYING A MOTORCYCLE;
- (C) ANY OTHER PERSON WHO SUSTAINS PERSONAL INJURY ARISING OUT OF THE USE OR OPERATION OF THE INSURED MOTOR VEHICLE IN THE STATE OF NEW YORK WHILE NOT OCCUPYING ANOTHER MOTOR VEHICLE; OR
- (D) ANY NEW YORK STATE RESIDENT WHO SUSTAINS PERSONAL INJURY ARISING OUT OF THE USE OR OPERATION OF THE INSURED MOTOR VEHICLE OUTSIDE OF NEW YORK STATE WHILE NOT OCCUPYING ANOTHER MOTOR VEHICLE.

EXCLUSIONS

THIS COVERAGE DOES NOT APPLY TO PERSONAL INJURY SUSTAINED BY:

- (A) THE NAMED INSURED WHILE OCCUPYING, OR WHILE A PEDESTRIAN THROUGH BEING STRUCK BY, ANY MOTOR VEHICLE OWNED BY THE NAMED INSURED WITH RESPECT TO WHICH THE COVERAGE REQUIRED BY THE NEW YORK COMPREHENSIVE MOTOR VEHICLE INSURANCE REPARATIONS ACT IS NOT IN EFFECT;
- (B) ANY RELATIVE WHILE OCCUPYING, OR WHILE A PEDESTRIAN THROUGH BEING STRUCK BY, ANY MOTOR VEHICLE OWNED BY THE RELATIVE WITH RESPECT TO WHICH THE COVERAGE REQUIRED BY THE NEW YORK COMPREHENSIVE MOTOR VEHICLE INSURANCE REPARATIONS ACT IS NOT IN EFFECT;

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- (C) THE NAMED INSURED OR RELATIVE WHILE OCCUPYING, OR WHILE A PEDESTRIAN THROUGH BEING STRUCK BY, A MOTOR VEHICLE IN NEW YORK STATE, OTHER THAN THE INSURED MOTOR VEHICLE, WITH RESPECT TO WHICH THE COVERAGE REQUIRED BY THE NEW YORK COMPREHENSIVE MOTOR VEHICLE INSURANCE REPARATIONS ACT IS IN EFFECT; HOWEVER, THIS EXCLUSION DOES NOT APPLY TO PERSONAL INJURY SUSTAINED IN NEW YORK STATE BY THE NAMED INSURED OR RELATIVE WHILE OCCUPYING A BUS OR SCHOOL BUS, AS DEFINED IN SECTIONS 104 AND 142 OF THE NEW YORK VEHICLE AND TRAFFIC LAW, UNLESS THAT PERSON IS THE OPERATOR, AN OWNER, OR AN EMPLOYEE OF THE OWNER OR OPERATOR, OF SUCH BUS OR SCHOOL BUS;
- (D) ANY PERSON IN NEW YORK STATE WHILE OCCUPYING THE INSURED MOTOR VEHICLE WHICH IS A BUS OR SCHOOL BUS, AS DEFINED IN SECTIONS 104 AND 142 OF THE NEW YORK VEHICLE AND TRAFFIC LAW, BUT ONLY IF SUCH PERSON IS A NAMED INSURED OR RELATIVE UNDER ANY OTHER POLICY PROVIDING THE COVERAGE REQUIRED BY THE NEW YORK COMPREHENSIVE MOTOR VEHICLE INSURANCE REPARATIONS ACT; HOWEVER, THIS EXCLUSION DOES NOT APPLY TO THE OPERATOR, AN OWNER, OR AN EMPLOYEE OF THE OWNER OR OPERATOR, OF SUCH BUS OR SCHOOL BUS;
- (E) ANY PERSON WHILE OCCUPYING A MOTORCYCLE;
- (F) ANY PERSON WHO INTENTIONALLY CAUSES HIS OR HER OWN PERSONAL INJURY;
- (G) ANY PERSON AS A RESULT OF OPERATING A MOTOR VEHICLE WHILE IN AN INTOXICATED CONDITION OR WHILE HIS OR HER ABILITY TO OPERATE THE VEHICLE IS IMPAIRED BY THE USE OF A DRUG (WITHIN THE MEANING OF SECTION 1192 OF THE NEW YORK VEHICLE AND TRAFFIC LAW) EXCEPT THAT COVERAGE SHALL APPLY TO NECESSARY EMERGENCY HEALTH SERVICES RENDERED IN A GENERAL HOSPITAL, AS DEFINED IN SECTION 2801(10) OF THE NEW YORK PUBLIC HEALTH LAW, INCLUDING AMBULANCE SERVICES ATTENDANT THERETO AND RELATED MEDICAL SCREENING. HOWEVER, WHERE THE PERSON HAS BEEN CONVICTED OF VIOLATING SECTION 1192 OF THE NEW YORK VEHICLE AND TRAFFIC LAW WHILE OPERATING A MOTOR VEHICLE IN AN INTOXICATED CONDITION OR WHILE HIS OR HER ABILITY TO

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OPERATE SUCH VEHICLE IS IMPAIRED BY THE USE OF A DRUG,
AND THE CONVICTION IS A FINAL DETERMINATION, THE COMPANY HAS
A CAUSE OF ACTION AGAINST SUCH PERSON FOR THE AMOUNT OF FIRST
PARTY BENEFITS THAT ARE PAID OR PAYABLE; OR

- (H) ANY PERSON WHILE:
 - (I) COMMITTING AN ACT WHICH WOULD CONSTITUTE A FELONY, OR SEEKING TO AVOID LAWFUL APPREHENSION OR ARREST BY A LAW ENFORCEMENT OFFICER;
 - (II) OPERATING A MOTOR VEHICLE IN A RACE OR SPEED TEST;
 - (III) OPERATING OR OCCUPYING A MOTOR VEHICLE KNOWN TO THAT PERSON TO BE STOLEN; OR
 - (IV) REPAIRING, SERVICING OR OTHERWISE MAINTAINING A MOTOR VEHICLE IF THE CONDUCT IS WITHIN THE COURSE OF A BUSINESS OF REPAIRING, SERVICING OR OTHERWISE MAINTAINING A MOTOR VEHICLE AND THE INJURY OCCURS ON THE BUSINESS PREMISES.
- (I) THE NAMED INSURED OR RELATIVE WHILE NOT OCCUPYING A MOTOR VEHICLE OR A MOTORCYCLE WHEN STRUCK BY A MOTORCYCLE IN NEW YORK STATE WITH RESPECT TO WHICH THE COVERAGE REQUIRED BY THE NEW YORK COMPREHENSIVE MOTOR VEHICLE INSURANCE REPARATIONS ACT IS IN EFFECT;
- (J) ANY NEW YORK STATE RESIDENT, OTHER THAN THE NAMED INSURED OR RELATIVE INJURED THROUGH THE USE OR OPERATION OF THE INSURED MOTOR VEHICLE OUTSIDE OF NEW YORK STATE IF SUCH RESIDENT IS THE OWNER OR A RELATIVE OF THE OWNER OF A MOTOR VEHICLE INSURED UNDER ANOTHER POLICY PROVIDING THE COVERAGE REQUIRED BY THE NEW YORK COMPREHENSIVE MOTOR VEHICLE INSURANCE REPARATIONS ACT;

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COVERAGE PARTS 500 AND 900
UNICOVER V

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- (K) ANY NEW YORK STATE RESIDENT, OTHER THAN THE NAMED INSURED OR RELATIVE INJURED THROUGH THE USE OR OPERATION OF THE INSURED MOTOR VEHICLE OUTSIDE OF NEW YORK STATE, IF SUCH RESIDENT IS THE OWNER OF A MOTOR VEHICLE FOR WHICH THE COVERAGE REQUIRED BY THE NEW YORK COMPREHENSIVE MOTOR VEHICLE INSURANCE REPAIR-ATIONS ACT IS NOT IN EFFECT.

OTHER DEFINITIONS

WHEN USED IN REFERENCE TO THIS COVERAGE:

- (A) THE "INSURED MOTOR VEHICLE" MEANS A MOTOR VEHICLE OWNED BY THE NAMED INSURED AND TO WHICH THE BODILY INJURY LIABILITY INSURANCE OF THIS POLICY APPLIES AND FOR WHICH A SPECIFIC PREMIUM IS CHARGED;
- (B) "MOTORCYCLE" MEANS A VEHICLE AS DEFINED IN SECTION 123 OF THE NEW YORK VEHICLE AND TRAFFIC LAW AND WHICH IS REQUIRED TO CARRY FINANCIAL SECURITY PURSUANT TO ARTICLE 6, 8 OR 48-A OF THE VEHICLE AND TRAFIC LAW;
- (C) "MOTOR VEHICLE" MEANS A MOTOR VEHICLE, AS DEFINED IN SECTION 311 OF THE NEW YORK VEHICLE AND TRAFFIC LAW, AND ALSO INCLUDES FIRE AND POLICE VEHICLES, BUT SHALL NOT INCLUDE ANY MOTOR VEHICLE NOT REQUIRED TO CARRY FINANCIAL SECURITY PURSUANT TO ARTICLE 6, 8 OR 48-A OF THE VEHICLE AND TRAFFIC LAW, OR A MOTORCYCLE AS DEFINED ABOVE;
- (D) "NAMED INSURED" MEANS THE PERSON OR ORGANIZATION NAMED IN THE DECLARATIONS;
- (E) "OCCUPYING" MEANS IN OR UPON OR ENTERING INTO OR ALIGHTING FROM;
- (F) "PERSONAL INJURY" MEANS BODILY INJURY, SICKNESS OR DISEASE;

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ENDORSEMENT NO. 457 NY
NEW YORK MANDATORY PERSONAL INJURY
PROTECTION ENDORSEMENT
COVERAGE PARTS 500 AND 900
UNICOVER V

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- (G) "RELATIVE" MEANS A SPOUSE, CHILD, OR OTHER PERSON RELATED TO THE NAMED INSURED BY BLOOD, MARRIAGE, OR ADOPTION (INCLUDING A WARD OR FOSTER CHILD), WHO REGULARLY RESIDES IN THE INSURED'S HOUSEHOLD, INCLUDING ANY SUCH PERSON WHO REGULARLY RESIDES IN THE HOUSEHOLD, BUT IS TEMPORARILY LIVING ELSEWHERE; AND
- (H) "USE OR OPERATION" OF A MOTOR VEHICLE OR A MOTORCYCLE INCLUDES THE LOADING OR UNLOADING OF SUCH VEHICLE.

CONDITIONS

ACTION AGAINST COMPANY.

NO ACTION SHALL LIE AGAINST THE COMPANY UNLESS, AS A CONDITION PRECEDENT THERETO, THERE SHALL HAVE BEEN FULL COMPLIANCE WITH THE TERMS OF THIS COVERAGE.

NOTICE.

IN THE EVENT OF AN ACCIDENT, WRITTEN NOTICE SETTING FORTH DETAILS SUFFICIENT TO IDENTIFY THE ELIGIBLE INJURED PERSON, ALONG WITH REASONABLY OBTAINABLE INFORMATION REGARDING THE TIME, PLACE AND CIRCUMSTANCES OF THE ACCIDENT, SHALL BE GIVEN BY, OR ON BEHALF OF, EACH ELIGIBLE INJURED PERSON, TO THE COMPANY, OR ANY OF THE COMPANY'S AUTHORIZED AGENTS, AS SOON AS REASONABLY PRACTICABLE, BUT IN NO EVENT MORE THAN 30 DAYS AFTER THE DATE OF THE ACCIDENT, UNLESS THE ELIGIBLE INJURED PERSON SUBMITS WRITTEN PROOF PROVIDING CLEAR AND REASONABLE JUSTIFICATION FOR THE FAILURE TO COMPLY WITH SUCH TIME LIMITATION. IF AN ELIGIBLE INJURED PERSON OR THAT PERSON'S LEGAL REPRESENTATIVE INSTITUTES A PROCEEDING TO RECOVER DAMAGES FOR PERSONAL INJURY UNDER SECTION 5104(B) OF THE NEW YORK INSURANCE LAW, A COPY OF THE SUMMONS AND COMPLAINT OR OTHER PROCESS SERVED IN CONNECTION WITH SUCH ACTION SHALL BE FORWARDED AS SOON AS PRACTICABLE TO THE COMPANY OR ANY OF THE COMPANY'S AUTHORIZED AGENTS BY SUCH ELIGIBLE INJURED PERSON OR THAT PERSON'S LEGAL REPRESENTATIVE.

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PROOF OF CLAIM; MEDICAL, WORK LOSS, AND OTHER NECESSARY EXPENSES.

IN THE CASE OF A CLAIM FOR HEALTH SERVICE EXPENSES, THE ELIGIBLE INJURED PERSON OR THAT PERSON'S ASSIGNEE OR REPRESENTATIVE SHALL SUBMIT WRITTEN PROOF OF CLAIM TO THE COMPANY, INCLUDING FULL PARTICULARS OF THE NATURE AND EXTENT OF THE INJURIES AND TREATMENT RECEIVED AND CONTEMPLATED, AS SOON AS REASONABLY PRACTICABLE BUT, IN NO EVENT LATER THAN 45 DAYS AFTER THE DATE SERVICES ARE RENDERED. THE ELIGIBLE INJURED PERSON OR THAT PERSON'S REPRESENTATIVE SHALL SUBMIT WRITTEN PROOF OF CLAIM FOR WORK LOSS BENEFITS AND FOR OTHER NECESSARY EXPENSES TO THE COMPANY AS SOON AS REASONABLY PRACTICABLE BUT, IN NO EVENT, LATER THAN 90 DAYS AFTER THE WORK LOSS IS INCURRED OR THE OTHER NECESSARY SERVICES ARE RENDERED. THE FOREGOING TIME LIMITATIONS FOR THE SUBMISSION OF PROOF OF CLAIM SHALL APPLY UNLESS THE ELIGIBLE INJURED PERSON OR THAT PERSON'S REPRESENTATIVE SUBMITS WRITTEN PROOF PROVIDING CLEAR AND REASONABLE JUSTIFICATION FOR THE FAILURE TO COMPLY WITH SUCH TIME LIMITATION. UPON REQUEST BY THE COMPANY, THE ELIGIBLE INJURED PERSON OR THAT PERSON'S ASSIGNEE OR REPRESENTATIVE SHALL:

- (A) EXECUTE A WRITTEN PROOF OF CLAIM UNDER OATH;
- (B) AS MAY REASONABLY BE REQUIRED SUBMIT TO EXAMINATIONS UNDER OATH BY ANY PERSON NAMED BY THE COMPANY AND SUBSCRIBE THE SAME;
- (C) PROVIDE AUTHORIZATION THAT WILL ENABLE THE COMPANY TO OBTAIN MEDICAL RECORDS; AND
- (D) PROVIDE ANY OTHER PERTINENT INFORMATION THAT MAY ASSIST THE COMPANY IN DETERMINING THE AMOUNT DUE AND PAYABLE.

THE ELIGIBLE INJURED PERSON SHALL SUBMIT TO MEDICAL EXAMINATION BY PHYSICIANS SELECTED BY, OR ACCEPTABLE TO, THE COMPANY, WHEN, AND AS OFTEN AS, THE COMPANY MAY REASONABLY REQUIRE.

ARBITRATION.

IN THE EVENT ANY PERSON MAKING A CLAIM FOR FIRST-PARTY BENEFITS

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AND THE COMPANY DO NOT AGREE REGARDING ANY MATTER RELATING TO THE CLAIM, SUCH PERSON SHALL HAVE THE OPTION OF SUBMITTING SUCH DIS-AGREEMENT TO ARBITRATION PURSUANT TO PROCEDURES PROMULGATED OR APPROVED BY THE SUPERINTENDENT OF FINANCIAL SERVICES.

REIMBURSEMENT AND TRUST AGREEMENT.

TO THE EXTENT THAT THE COMPANY PAYS FIRST-PARTY BENEFITS, THE COMPANY IS ENTITLED TO THE PROCEEDS OF ANY SETTLEMENT OR JUDGMENT RESULTING FROM THE EXERCISE OF ANY RIGHT OF RECOVERY FOR DAMAGES FOR PERSONAL INJURY UNDER SECTION 5104(B) OF THE NEW YORK INSURANCE LAW. THE COMPANY SHALL HAVE A LIEN UPON ANY SUCH SETTLEMENT OR JUDGMENT TO THE EXTENT THAT THE COMPANY HAS PAID FIRST-PARTY BENEFITS. AN ELIGIBLE INJURED PERSON SHALL:

- (A) HOLD IN TRUST, FOR THE COMPANY, ALL RIGHTS OF RECOVERY WHICH THAT PERSON SHALL HAVE FOR PERSONAL INJURY UNDER SECTION 5104(B) OF THE NEW YORK INSURANCE LAW;
- (B) DO WHATEVER IS PROPER TO SECURE, AND SHALL DO NOTHING TO PREJUDICE, SUCH RIGHTS; AND
- (C) EXECUTE, AND DELIVER TO THE COMPANY, INSTRUMENTS AND PAPERS AS MAY BE APPROPRIATE TO SECURE THE RIGHTS AND OBLIGATIONS OF SUCH PERSON AND THE COMPANY ESTABLISHED BY THIS PROVISION.

AN ELIGIBLE INJURED PERSON SHALL NOT COMPROMISE AN ACTION TO RECOVER DAMAGES BROUGHT UNDER SECTION 5104(B) OF THE NEW YORK INSURANCE LAW, EXCEPT:

- (A) WITH THE WRITTEN CONSENT OF THE COMPANY;
- (B) WITH APPROVAL OF THE COURT; OR
- (C) WHERE THE AMOUNT OF THE SETTLEMENT EXCEEDS \$50,000.

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OTHER COVERAGE.

WHERE MORE THAN ONE SOURCE OF FIRST-PARTY BENEFITS REQUIRED BY ARTICLE 51 OF THE NEW YORK INSURANCE LAW AND ARTICLE 6 OR 8 OF THE NEW YORK VEHICLE AND TRAFFIC LAW IS AVAILABLE AND APPLICABLE TO AN ELIGIBLE INJURED PERSON IN ANY ONE ACCIDENT, THIS COMPANY IS LIABLE TO AN ELIGIBLE INJURED PERSON ONLY FOR AN AMOUNT EQUAL TO THE MAXIMUM AMOUNT THAT THE ELIGIBLE INJURED PERSON IS ENTITLED TO RECOVER UNDER THIS COVERAGE, DIVIDED BY THE NUMBER OF AVAILABLE AND APPLICABLE SOURCES OF REQUIRED FIRST-PARTY BENEFITS. AN ELIGIBLE INJURED PERSON SHALL NOT RECOVER DUPLICATE BENEFITS FOR THE SAME ELEMENTS OF LOSS UNDER THIS COVERAGE OR ANY OTHER MANDATORY FIRST-PARTY MOTOR VEHICLE OR NO-FAULT MOTOR VEHICLE INSURANCE COVERAGE ISSUED IN COMPLIANCE WITH THE LAWS OF ANOTHER STATE.

IF THE ELIGIBLE INJURED PERSON IS ENTITLED TO BENEFITS UNDER ANY SUCH MANDATORY FIRST-PARTY MOTOR VEHICLE OR NO-FAULT MOTOR VEHICLE INSURANCE FOR THE SAME ELEMENTS OF LOSS UNDER THIS COVERAGE, THIS COMPANY SHALL BE LIABLE ONLY FOR AN AMOUNT EQUAL TO THE PROPORTION THAT THE TOTAL AMOUNT AVAILABLE UNDER THIS COVERAGE BEARS TO THE SUM OF THE AMOUNT AVAILABLE UNDER THIS COVERAGE AND THE AMOUNT AVAILABLE UNDER SUCH OTHER MANDATORY INSURANCE FOR THE COMMON ELEMENTS OF LOSS. HOWEVER, WHERE ANOTHER STATE'S MANDATORY FIRST-PARTY OR NO-FAULT MOTOR VEHICLE INSURANCE LAW PROVIDES UNLIMITED COVERAGE AVAILABLE TO AN ELIGIBLE INJURED PERSON FOR AN ELEMENT OF LOSS UNDER THIS COVERAGE, THE OBLIGATION OF THIS COMPANY IS TO SHARE EQUALLY FOR THAT ELEMENT OF LOSS WITH SUCH OTHER MANDATORY INSURANCE UNTIL THE \$50,000, OR \$75,000 IF OPTIONAL BASIC ECONOMIC LOSS (OBEL) COVERAGE IS PURCHASED, LIMIT OF THIS COVERAGE IS EXHAUSTED BY THE PAYMENT OF THAT ELEMENT OF LOSS AND ANY OTHER ELEMENTS OF LOSS.

SECTION II

EXCESS COVERAGE

IF MOTOR VEHICLE MEDICAL PAYMENTS COVERAGE OR ANY DISABILITY COVERAGES OR UNINSURED MOTORISTS COVERAGE ARE AFFORDED UNDER THIS POLICY, SUCH COVERAGES SHALL BE EXCESS INSURANCE OVER ANY MANDA-

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NEW YORK MANDATORY PERSONAL INJURY
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COVERAGE PARTS 500 AND 900
UNICOVER V

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TORY PIP, OBEL OR ADDITIONAL PIP BENEFITS PAID OR PAYABLE OR WHICH WOULD BE PAID OR PAYABLE BUT FOR THE APPLICATION OF A DEDUCTIBLE UNDER THIS OR ANY OTHER MOTOR VEHICLE NO-FAULT INSURANCE POLICY.

SECTION III

CONSTITUTIONALITY

IF IT IS CONCLUSIVELY DETERMINED BY A COURT OF COMPETENT JURISDICTION THAT THE NEW YORK COMPREHENSIVE MOTOR VEHICLE INSURANCE REPARATIONS ACT, OR ANY AMENDMENT THERETO, IS INVALID OR UNENFORCEABLE IN WHOLE OR IN PART, THEN, SUBJECT TO THE APPROVAL OF THE SUPERINTENDENT OF FINANCIAL SERVICES. THE COMPANY MAY AMEND THIS POLICY AND MAY ALSO RECOMPUTE THE PREMIUM FOR THE EXISTING OR AMENDED POLICY.

THESE AMENDMENTS AND RECOMPUTATIONS WILL BE EFFECTIVE RETROACTIVELY TO THE DATE THAT SUCH ACT OR ANY AMENDMENT IS DEEMED TO BE INVALID OR UNENFORCEABLE IN WHOLE OR IN PART.

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ENDORSEMENT NO. 467
VIOLATION OF COMMUNICATION OR INFORMATION LAW
COVERAGE PARTS 500, 950, 970 AND 980
UNICOVER V

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE FOLLOWING EXCLUSION IS ADDED:

THIS INSURANCE DOES NOT APPLY TO:

VIOLATION OF COMMUNICATION OR INFORMATION LAW

*INJURY RESULTING FROM OR ARISING OUT OF ANY ACTUAL OR ALLEGED VIOLATION OF:

- A. THE FEDERAL TELEPHONE CONSUMER PROTECTION ACT (47 U.S.C. SECTION 227), DRIVERS PRIVACY PROTECTION ACT (18 U.S.C. SECTION 2721-2725) OR CONTROLLING THE ASSAULT OF NON-SOLICITED PORNOGRAPHY AND MARKETING ACT (15 U.S.C. SECTION 7701, ET SEQ.); OR
- B. ANY OTHER FEDERAL, STATE OR LOCAL STATUTE, REGULATION OR ORDINANCE THAT IMPOSES LIABILITY FOR THE:
 - (1) UNLAWFUL USE OF TELEPHONE, ELECTRONIC MAIL, INTERNET, COMPUTER, FACSIMILE MACHINE OR OTHER COMMUNICATION OR TRANSMISSION DEVICE; OR
 - (2) UNLAWFUL USE, COLLECTION, DISSEMINATION, DISCLOSURE OR REDISCLOSURE OF PERSONAL INFORMATION IN ANY MANNER BY ANY *INSURED OR ON BEHALF OF ANY *INSURED.

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ENDORSEMENT NO. 475
SILICA OR SILICA RELATED DUST EXCLUSION
COVERAGE PARTS 500, 950, 970 AND 980
UNICOVER V (NEW YORK)

PAGE 1 OF 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE FOLLOWING DEFINITION IS ADDED TO ALL COVERAGE PARTS NAMED ABOVE.
HOWEVER WITH RESPECT TO COVERAGE PART 500, IT SHALL APPLY ONLY TO
*GARAGE *OPERATIONS.

FOR COVERAGE PART 500, *GARAGE *OPERATIONS AND *AUTO *HAZARD ARE
DEFINED AS FOLLOWS:

"*GARAGE *OPERATIONS" MEANS THE OWNERSHIP, MAINTENANCE OR USE OF
THAT PORTION OF ANY PREMISES WHERE *YOU CONDUCT *YOUR *AUTO
BUSINESS AND ALL OTHER OPERATIONS NECESSARY OR INCIDENTAL THERETO.
AS USED IN THIS DEFINITION, NECESSARY AND INCIDENTAL OPERATIONS
DO NOT INCLUDE *AUTO *HAZARD.

"*AUTO *HAZARD" MEANS THE OWNERSHIP, MAINTENANCE OR USE OF ANY
*AUTO *YOU OWN OR WHICH IS IN *YOUR CARE, CUSTODY, OR CONTROL AND:

- (1) USED FOR THE PURPOSE OF *GARAGE *OPERATIONS;
- (2) USED PRINCIPALLY IN *GARAGE *OPERATIONS WITH OCCASIONAL
USE FOR OTHER BUSINESS OR NONBUSINESS PURPOSES;
- (3) FURNISHED FOR THE USE OF ANY PERSON OR ORGANIZATION.

THE FOLLOWING DEFINITION IS ADDED TO ALL COVERAGE PARTS SPECIFIED
ABOVE. HOWEVER, WITH RESPECT TO COVERAGE PARTS 500, IT SHALL APPLY
ONLY TO *GARAGE *OPERATIONS:

"*SILICA" MEANS:

ANY FORM OF SILICA KNOWN TO BE A HEALTH HAZARD. THIS INCLUDES BUT
IS NOT LIMITED TO THE FOLLOWING:

- (1) CRYSTALLINE OR NON-CRYSTALLINE (AMORPHOUS) SILICA, SILICA
PARTICLES, SILICA COMPOUNDS, SILICA DUST OR SILICA MIXED
OR COMBINED WITH DUST OR OTHER PARTICLES; OR

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ENDORSEMENT NO. 475

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SILICA OR SILICA RELATED DUST EXCLUSION
COVERAGE PARTS 500, 950, 970 AND 980
UNICOVER V (NEW YORK)

- (2) SYNTHETIC SILICA, INCLUDING PRECIPITATED SILICA, SILICA GEL, PYROGENIC OR FUMED SILICA OR SILICA-FLOUR.

THE FOLLOWING EXCLUSION IS ADDED:

THIS INSURANCE DOES NOT APPLY TO:

*INJURY, *COVERED *POLLUTION *DAMAGE, *OCCURRENCES, CLAIMS, *SUITS CAUSED DIRECTLY OR INDIRECTLY BY THE ACTUAL, ALLEGED OR THREATENED INHALATION, INGESTION, ABSORPTION OF *SILICA. *WE WILL NOT PAY FOR ANY *LOSS, COSTS OR EXPENSES ARISING OUT OF THE ABATING, TESTING FOR, MONITORING, CLEANING UP, REMOVING, CONTAINING, TREATING, DETOXIFYING, NEUTRALIZING, REMEDIATING OR DISPOSING OF, OR IN ANY MANNER RESPONDING TO OR ASSESSING THE EFFECTS OF *SILICA BY ANY *INSURED OR BY ANY OTHER PERSON OR ENTITY.

WITH RESPECT TO COVERAGE PART 980 AND 970, THIS EXCLUSION DOES NOT APPLY TO ANY *OCCURRENCE, *SUIT OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THE OWNERSHIP, MAINTENANCE, USE, OPERATION OR THE LOADING OR UNLOADING OF ANY *AUTO.

WITH RESPECT TO COVERAGE PART 500, THIS EXCLUSION APPLIES ONLY TO *GARAGE *OPERATIONS.

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ENDORSEMENT NO. 497

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TERRORISM EXCLUSION

COVERAGE PARTS 300, 320, 330, 380, 500, 530, 550, 900, 950 AND 980
UNICOVER V

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WITH RESPECT TO COVERAGE PARTS 320, 330, 950 AND 980, THE FOLLOWING
CHANGES ARE MADE:

DEFINITIONS

THE FOLLOWING DEFINITION IS ADDED:

"*CERTIFIED *ACT *OF *TERRORISM" MEANS AN ACT THAT IS CERTIFIED BY THE SECRETARY OF THE TREASURY, IN ACCORDANCE WITH THE PROVISIONS OF THE FEDERAL TERRORISM RISK INSURANCE ACT ("TRIA"), TO BE AN ACT OF TERRORISM. THE TERRORISM RISK INSURANCE ACT PROVIDES THAT THE SECRETARY OF TREASURY SHALL CERTIFY AN ACT OF TERRORISM:

1. TO BE AN ACT OF TERRORISM;
2. TO BE A VIOLENT ACT OR AN ACT THAT IS DANGEROUS TO HUMAN LIFE, PROPERTY, OR INFRASTRUCTURE;
3. TO HAVE RESULTED IN DAMAGE WITHIN THE UNITED STATES, OR OUTSIDE OF THE UNITED STATES IN THE CASE OF AN AIR CARRIER (AS DEFINED IN SECTION 40102 OF TITLE 49, UNITED STATES CODE) OR A UNITED STATES FLAG VESSEL (OR A VESSEL BASED PRINCIPALLY IN THE UNITED STATES, ON WHICH UNITED STATES INCOME TAX IS PAID AND WHOSE INSURANCE COVERAGE IS SUBJECT TO REGULATION IN THE UNITED STATES), OR THE PREMISES OF A UNITED STATES MISSION; AND
4. TO HAVE BEEN COMMITTED BY AN INDIVIDUAL OR INDIVIDUALS AS PART OF AN EFFORT TO COERCE THE CIVILIAN POPULATION OF THE UNITED STATES OR TO INFLUENCE THE POLICY OR AFFECT THE CONDUCT OF THE UNITED STATES GOVERNMENT BY COERCION.

NO ACT MAY BE CERTIFIED AS AN ACT OF TERRORISM IF THE ACT IS COMMITTED AS PART OF THE COURSE OF A WAR DECLARED BY CONGRESS (EXCEPT FOR WORKERS' COMPENSATION) OR IF LOSSES RESULTING FROM THE ACT, IN THE AGGREGATE FOR INSURANCE SUBJECT TO TRIA, DO NOT EXCEED \$5,000,000.

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TERRORISM EXCLUSION

COVERAGE PARTS 300, 320, 330, 380, 500, 530, 550, 900, 950 AND 980

UNICOVER V

EXCLUSIONS

THE FOLLOWING EXCLUSION IS ADDED:

*WE WILL NOT PAY FOR *COVERED *POLLUTION *DAMAGES, *DAMAGES, *INJURY, *LOSS, *OCCURRENCE, CLAIM OR *SUIT CAUSED DIRECTLY OR INDIRECTLY BY A *CERTIFIED *ACT *OF *TERRORISM, INCLUDING ACTION IN HINDERING OR DEFENDING AGAINST AN ACTUAL OR EXPECTED *CERTIFIED *ACT *OF *TERRORISM. SUCH *COVERED *POLLUTION *DAMAGES, *DAMAGES, *INJURY, *LOSS, *OCCURRENCE, CLAIM OR *SUIT IS EXCLUDED REGARDLESS OF ANY OTHER CAUSE OR EVENT THAT CONTRIBUTES CONCURRENTLY OR IN ANY SEQUENCE TO THE *COVERED *POLLUTION *DAMAGES, *DAMAGES, *INJURY, *LOSS, *OCCURRENCE, CLAIM OR *SUIT.

EXCEPTION FOR CERTAIN FIRE LOSSES

WITH RESPECT TO COVERAGE PART 330, THE FOLLOWING EXCEPTION TO THIS EXCLUSION APPLIES ONLY TO PROPERTY LOCATED IN THOSE STATES WITH STATUTES THAT REQUIRE CONFORMITY WITH A STANDARD FORM OF FIRE INSURANCE, UNLESS SUCH STATE DOES NOT REQUIRE CONFORMITY WITH RESPECT TO A *CERTIFIED *ACT *OF *TERRORISM. IN SUCH STATES, IF A *CERTIFIED *ACT *OF *TERRORISM RESULTS IN FIRE, *WE WILL PAY FOR THE DIRECT PHYSICAL *LOSS TO *YOUR *BUILDINGS, *CONTENTS, *EQUIPMENT, *STOCK, OR *EMPLOYEE *TOOLS CAUSED BY THAT FIRE. THIS EXCEPTION DOES NOT APPLY TO ANY OTHER *LOSS OR EXPENSE INCLUDING, BUT NOT LIMITED TO, *BUSINESS *INCOME *CONTINUATION, BUSINESS RECOVERY EXPENSE, *RENTS, ADDITIONAL *EXTRA *EXPENSE, OR LEASEHOLD INTEREST.

APPLICATION OF OTHER EXCLUSIONS

THE TERMS AND LIMITATIONS OF A TERRORISM EXCLUSION OR ANY OTHER EXCLUSION, OR THE INAPPLICABILITY OR OMISSION OF A TERRORISM EXCLUSION OR ANY OTHER EXCLUSION, DO NOT SERVE TO CREATE COVERAGE WHICH WOULD OTHERWISE BE EXCLUDED, LIMITED OR RESTRICTED UNDER THIS POLICY.

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TERRORISM EXCLUSION

COVERAGE PARTS 300, 320, 330, 380, 500, 530, 550, 900, 950 AND 980
UNICOVER V

WITH RESPECT TO COVERAGE PARTS 300, 380, 500, 530, 550, AND 900, THE
FOLLOWING CHANGES ARE MADE:

DEFINITIONS

THE FOLLOWING DEFINITION IS ADDED:

"*TERRORISM" MEANS ACTIVITIES AGAINST PERSONS, ORGANIZATIONS
OR PROPERTY OF ANY NATURE:

1. THAT INVOLVE THE FOLLOWING OR PREPARATION FOR THE
FOLLOWING:
 - A. USE OR THREAT OF FORCE OR VIOLENCE;
 - B. COMMISSION OR THREAT OF A DANGEROUS ACT; OR
 - C. COMMISSION OR THREAT OF AN ACT THAT INTERFERES WITH OR
DISRUPTS AN ELECTRONIC, COMMUNICATION, INFORMATION, OR
MECHANICAL SYSTEM; AND
2. WHEN ONE OR BOTH OF THE FOLLOWING APPLIES:
 - A. THE EFFECT IS TO INTIMIDATE OR COERCE A GOVERNMENT OR
THE CIVILIAN POPULATION OR ANY SEGMENT THEREOF, OR TO
DISRUPT ANY SEGMENT OF THE ECONOMY; OR
 - B. IT APPEARS THAT THE INTENT IS TO INTIMIDATE OR COERCE A
GOVERNMENT, OR TO FURTHER POLITICAL, IDEOLOGICAL, RELI-
GIOUS, SOCIAL OR ECONOMIC OBJECTIVES OR TO EXPRESS (OR
EXPRESS OPPOSITION TO) A PHILOSOPHY OR IDEOLOGY.

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TERRORISM EXCLUSION

COVERAGE PARTS 300, 320, 330, 380, 500, 530, 550, 900, 950 AND 980
UNICOVER V

EXCLUSIONS

THE FOLLOWING EXCLUSION IS ADDED:

*WE WILL NOT PAY FOR *COVERED *POLLUTION *DAMAGES, *DAMAGES,
*INJURY, *LOSS, *OCCURRENCE, CLAIM OR *SUIT CAUSED DIRECTLY OR
INDIRECTLY BY AN ACT OF *TERRORISM, INCLUDING ACTION IN HINDER-
ING OR DEFENDING AGAINST AN ACTUAL OR EXPECTED ACT OF *TERROR-
ISM. ANY *COVERED *POLLUTION *DAMAGES, *DAMAGES, *INJURY,
*LOSS, *OCCURRENCE, CLAIM OR *SUIT IS EXCLUDED REGARDLESS OF
ANY OTHER CAUSE OR EVENT THAT CONTRIBUTES CONCURRENTLY OR IN
ANY SEQUENCE TO SUCH *COVERED *POLLUTION *DAMAGES, *DAMAGES,
*INJURY, *LOSS, *OCCURRENCE, CLAIM OR *SUIT.

APPLICATION OF OTHER EXCLUSIONS

THE TERMS AND LIMITATIONS OF A TERRORISM EXCLUSION OR ANY OTHER
EXCLUSION, OR THE INAPPLICABILITY OR OMISSION OF A TERRORISM
EXCLUSION OR ANY OTHER EXCLUSION, DO NOT SERVE TO CREATE
COVERAGE WHICH WOULD OTHERWISE BE EXCLUDED, LIMITED, OR
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ENDORSEMENT NO. 528
SPECIAL CANCELLATION PROVISION
ALL COVERAGE PARTS
UNICOVER V (NEW YORK)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ONLY WITH RESPECT TO THE PERSON OR ORGANIZATIONS SHOWN IN THE DECLARATIONS AS SUBJECT TO THIS ENDORSEMENT, THE CANCELLATION CONDITIONS OF THIS POLICY ARE AMENDED TO ADD:

IF *WE CANCEL, *WE WILL PROVIDE PRIOR NOTICE OF CANCELLATION NOT LESS THAN THE NUMBER OF DAYS SHOWN IN THE DECLARATIONS AS APPLICABLE TO THIS ENDORSEMENT. THE NUMBER OF DAYS NOTICE WILL ALWAYS BE GREATER THAN THE NUMBER OF DAYS REQUIRED BY STATUTE 34.26 IN NEW YORK INSURANCE LAW.

THIS ENDORSEMENT DOES NOT APPLY IF *WE CANCEL BECAUSE OF NONPAYMENT OF THE PREMIUM WHEN DUE.

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ENDORSEMENT NO. 532
OTHER INSURED - (OTHER THAN AUTOS)
COVERAGE PART 500
UNICOVER V

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE WHO IS AN INSURED CONDITION IN THIS COVERAGE PART IS CHANGED BY ADDING THE FOLLOWING TO "WITH RESPECT TO *GARAGE *OPERATIONS, (OTHER THAN THE *AUTO *HAZARD, *CUSTOMER *COMPLAINT *DEFENSE OR *STATUTE *AND *TITLE *E & *O)":

- (4) THE PERSON OR ORGANIZATION SHOWN IN THE DECLARATIONS AS APPLICABLE TO THIS ENDORSEMENT, ITS DIRECTORS, OFFICERS AND EMPLOYEES, BUT ONLY WITH RESPECT TO *YOUR NEGLIGENT ACTS.

IF THE *INJURY ARISES OUT OF *YOUR MAINTENANCE, OPERATION OR USE OF EQUIPMENT LEASED TO *YOU BY SUCH PERSONS OR ORGANIZATION, THIS ENDORSEMENT DOES NOT APPLY TO ANY *OCCURRENCE WHICH TAKES PLACE AFTER THE LEASE EXPIRES.

THE * INDICATES THE WORD IS DEFINED IN THE COVERAGE PART TO WHICH THIS ENDORSEMENT APPLIES.

EDITION 10-2002
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7045 COLLEGE BOULEVARD OVERLAND PARK, KANSAS 66211-1523

A Stock Insurance Company

ENDORSEMENT NO. 533
OTHER INSURED (AUTO)
COVERAGE PART 500
UNICOVER V

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE WHO IS AN INSURED CONDITION IN THIS COVERAGE PART IS CHANGED BY ADDING THE FOLLOWING TO "WITH RESPECT TO THE *AUTO *HAZARD":

- (5) THE PERSON OR ORGANIZATION SHOWN IN THE DECLARATIONS AS APPLICABLE TO THIS ENDORSEMENT, ITS DIRECTORS, OFFICERS, AND EMPLOYEES, BUT ONLY WITH RESPECT TO *YOUR NEGLIGENT ACTS.

THE WHO IS NOT AN INSURED CONDITION IN THIS COVERAGE PART DOES NOT APPLY TO THIS ENDORSEMENT.

THE * INDICATES THE WORD IS DEFINED IN THE COVERAGE PART TO WHICH THIS ENDORSEMENT APPLIES.

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A Stock Insurance Company

ENDORSEMENT NO. 660
AGREED BUILDING VALUE
COVERAGE PART NO. 330

WITH RESPECT TO *LOSS TO THE *BUILDING SHOWN IN THE DECLARATIONS AS SUBJECT TO THIS ENDORSEMENT, THE FOLLOWING CHANGES ARE MADE IN THIS COVERAGE PART:
PART (A) OF THE DEFINITION OF *ACTUAL *CASH *VALUE IS CHANGED TO READ:

(A) *BUILDING, ITS REPLACEMENT VALUE;

THE MOST WE WILL PAY CONDITION IS AMENDED TO INCLUDE THE FOLLOWING:

(H) THE PROPORTION THAT THE LIMIT BEARS TO THE REPLACEMENT VALUE STATED IN THE DECLARATIONS.

THE COINSURANCE CONDITION IS REMOVED IN ITS ENTIRETY.

THE * INDICATES THE WORD IS DEFINED IN THE COVERAGE PART TO WHICH THIS ENDORSEMENT APPLIES.

EDITION 7-1993
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7045 COLLEGE BOULEVARD OVERLAND PARK, KANSAS 66211-1523

A Stock Insurance Company

ENDORSEMENT NO. 686
FARMERS AS ADDITIONAL INSURED
COVERAGE PARTS 500, 950 AND 980
UNICOVER V

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WHO IS AN INSURED

THE WHO IS AN INSURED CONDITION IS CHANGED BY ADDING THE FOLLOWING:

WITH RESPECT TO *INJURY AS DEFINED IN GROUP 1:

FARMERS GROUP, INC., INCLUDING THOSE ENTITIES MANAGED THROUGH ATTORNEY IN FACT AGREEMENTS, AND ALL OWNED OR CONTROLLED DIVISIONS, SUBSIDIARIES AND/OR CORPORATIONS OF FARMERS GROUP, INC., OR ITS AFFILIATED COMPANIES AS NOW OR MAY HEREAFTER BE CONSTITUTED, FOR REPAIRS SUBCONTRACTED TO *YOUR REPAIR FACILITY, BUT ONLY WITH RESPECT TO *YOUR NEGLIGENT ACTS.

THE MOST WE WILL PAY

THE MOST WE WILL PAY CONDITION IS AMENDED TO ADD THE FOLLOWING:

WITH RESPECT TO THE INSURANCE PROVIDED BY THIS POLICY, THE LIMIT SHOWN IN THE DECLARATIONS FOR ANY ONE *OCCURRENCE, BUT IN NO EVENT WILL MORE THAN \$1,000,000 BE PAID ON BEHALF OF FARMERS GROUP, INC., OR ANY OF ITS RELATED COMPANIES AS NAMED ABOVE.

THE * INDICATES THE WORD IS DEFINED IN THE COVERAGE PART TO WHICH THIS ENDORSEMENT APPLIES.

EDITION 10-2005
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A Stock Insurance Company

PAGE 1 OF 1

ENDORSEMENT NO. 748
ADDITIONAL INSUREDS: PRIMARY AND NON-CONTRIBUTORY CONDITIONS
COVERAGE PARTS 500, 950 AND 980
UNICOVER V

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE PARTS 500, 950 AND 980

OTHER INSURANCE

THE FOLLOWING IS ADDED:

IF:

1. *YOU SPECIFICALLY AGREE IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO PROVIDE *INJURY COVERAGE FOR AN OTHER *INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS;
AND
2. THE WRITTEN CONTRACT OR WRITTEN AGREEMENT WAS SIGNED AND EXECUTED PRIOR TO AN *OCCURRENCE, CLAIM OR *SUIT;

THE INSURANCE THAT THIS COVERAGE PART PROVIDES FOR *INJURY WILL BE PRIMARY TO THE OTHER *INSURED'S POLICY, AND *WE WILL NOT SEEK CONTRIBUTION FROM THAT POLICY.

THE * INDICATES THE WORD IS DEFINED IN THE
COVERAGE PART TO WHICH THIS ENDORSEMENT APPLIES.

EDITION 3-2008
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A Stock Insurance Company

PAGE 1 OF 1

ENDORSEMENT NO. 757
WAIVER OF SUBROGATION WHEN REQUIRED BY WRITTEN CONTRACT
COVERAGE PARTS 500, 950, 980
UNICOVER V

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUBROGATION

WITH RESPECT TO GARAGE COVERAGE PART 500, GENERAL LIABILITY
COVERAGE PART 950 AND COMMERCIAL UMBRELLA COVERAGE PART 980,
THE SUBROGATION CONDITION IN THE GENERAL CONDITIONS IS AMENDED
TO ADD THE FOLLOWING:

WHEN *YOU PERFORM *WORK UNDER A WRITTEN CONTRACT THAT REQUIRES
*YOU TO OBTAIN THIS WAIVER FROM *US, *WE WILL NOT EXERCISE
*OUR RIGHT OF SUBROGATION AGAINST A PERSON OR ORGANIZATION FOR
WHOM *YOU HAVE AGREED BY WRITTEN CONTRACT TO FURNISH THIS
WAIVER. THIS ENDORSEMENT SHALL NOT OPERATE TO DIRECTLY OR
INDIRECTLY BENEFIT ANYONE WHO IS NOT A PARTY TO SUCH A CONTRACT.

ALL OTHER TERMS, CONDITIONS, PROVISIONS AND EXCLUSIONS OF THIS
POLICY REMAIN UNCHANGED.

THE * INDICATES THE WORD IS DEFINED IN THE
COVERAGE PART TO WHICH THIS ENDORSEMENT APPLIES.

EDITION 8-2010
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A Stock Insurance Company

ENDORSEMENT NO. 839 NY
NEW YORK APPRAISAL CONDITION
GENERAL CONDITIONS
UNICOVER V (NEW YORK)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL CONDITIONS

A. THE ARBITRATION CONDITION IN THE GENERAL CONDITIONS IS DELETED IN ITS ENTIRETY.

B. THE FOLLOWING CONDITION IS ADDED:

APPRAISAL

1. IF *WE AND *YOU DISAGREE ON THE VALUE OF THE PROPERTY OR THE AMOUNT OF *LOSS, EITHER MAY MAKE WRITTEN DEMAND FOR AN APPRAISAL OF THE *LOSS. IN THIS EVENT, EACH PARTY WILL SELECT A COMPETENT AND IMPARTIAL APPRAISER AND NOTIFY THE OTHER OF THE APPRAISER SELECTED WITHIN 20 DAYS OF SUCH DEMAND.
2. IF *WE OR *YOU FAIL TO PROCEED WITH THE APPRAISAL OF THE COVERED *LOSS AFTER A WRITTEN DEMAND IS MADE BY EITHER PARTY, THEN EITHER PARTY MAY APPLY TO A COURT HAVING JURISDICTION FOR AN ORDER DIRECTING THE PARTY THAT FAILED TO PROCEED WITH THE APPRAISAL TO COMPLY WITH THE DEMAND FOR THE APPRAISAL OF THE *LOSS. IN THIS EVENT, EACH PARTY WILL SELECT A COMPETENT AND IMPARTIAL APPRAISER AND NOTIFY THE OTHER OF THE APPRAISER SELECTED WITHIN 20 DAYS OF SUCH ORDER.
3. THE TWO APPRAISERS WILL SELECT AN UMPIRE. IF THEY CANNOT AGREE WITHIN 15 DAYS UPON SUCH UMPIRE, EITHER MAY REQUEST THAT SELECTION BE MADE BY A JUDGE OF A COURT HAVING JURISDICTION. THE APPRAISERS WILL STATE SEPARATELY THE VALUE OF THE PROPERTY AND THE AMOUNT OF *LOSS. IF THEY FAIL TO AGREE, THEY WILL SUBMIT THEIR DIFFERENCES TO THE UMPIRE. A DECISION AGREED TO BY ANY TWO WILL BE BINDING.
4. EACH PARTY WILL:
 - A. PAY ITS CHOSEN APPRAISER; AND
 - B. BEAR THE OTHER EXPENSES OF THE APPRAISAL AND UMPIRE EQUALLY.

IF THERE IS AN APPRAISAL, *WE WILL STILL RETAIN *OUR RIGHT TO DENY THE CLAIM.

ALL OTHER TERMS, CONDITIONS, PROVISIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

THE * INDICATES THE WORD IS DEFINED IN THE COVERAGE PART TO WHICH THIS ENDORSEMENT APPLIES.

EDITION 2-2013

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7045 COLLEGE BOULEVARD OVERLAND PARK, KANSAS 66211-1523

A Stock Insurance Company

0149078 01

THIS POLICY INSURES ONLY THOSE COVERAGES AND PROPERTY SHOWN IN THE DECLARATIONS MADE A PART OF THIS POLICY. SUCH INSURANCE APPLIES ONLY TO THOSE INSURED, SECURITY INTERESTS, AND LOCATIONS DESIGNATED FOR EACH COVERAGE AS IDENTIFIED IN ITEM 2 BY LETTER(S) OR NUMBER. (CHANGES, IF ANY, ARE INDICATED BY +)

THIS DECLARATIONS PAGE IS SUBSTITUTED, AND ALL PREVIOUS DECLARATIONS PAGES ARE VOID EFFECTIVE DECEMBER 01, 2016

ITEM 1
POLICY PERIOD JUNE 01, 2016 TO JUNE 01, 2017 POLICY NO. 343261

ITEM 2

NAMED INSURED AND TYPE:

01	MAGUIRE AUTOMOTIVE, LLC	CORPORATION
02	MAGUIRE FORD LINCOLN MAGUIRE FORD, INC. DBA	CORPORATION
03	MAGUIRE HYUNDAI MAGUIRE SUBARU MAGUIRE CARS, LLC DBA	CORPORATION
04	MAGUIRE CHRYSLER JEEP DODGE MAGUIRE CDJR, LLC DBA	CORPORATION
05	MAGUIRE CHEVROLET CADILLAC MAGUIRE MOTORS, LLC DBA	CORPORATION
06	MAGUIRE CHEVROLET, LLC	CORPORATION
07	MAGUIRE NISSAN, INC	CORPORATION
08	MAGUIRE AUTOMOTIVE GROUP, LLC	CORPORATION
10	MAGUIRE CHRYSLER OF WATKINS GLEN MAGUIRE CDJRWG, LLC DBA 502 N FRANKLIN WATKINS GLEN, NY 14891	CORPORATION
11	MAGUIRE FAMILY INSURANCE SERVICES MAGUIRE FAMILY INSURANCE BROKERS, LLC DBA 2071 TRUMANSBURG ROAD SUITE B TRUMANSBURG, NY 14886	OTHER
13	MAGUIRE FAMILY INSURANCE AGENCY,	OTHER

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UNIVERSAL UNDERWRITERS INSURANCE COMPANY

7045 COLLEGE BOULEVARD OVERLAND PARK, KANSAS 66211-1523

A Stock Insurance Company

0149078 01

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ITEM 2

LLC
504 SOUTH MEADOW STREET
ITHACA, NY 14850

14 MAGUIRE NISSAN OF SYRACUSE
MAGUIRE NISSAN OF SYRACUSE, LLC
DBA
504 SOUTH MEADOW STREET
ITHACA, NY 14850

OTHER

15 MAGUIRE RESALE
MAGUIRE FORD, INC. DBA

CORPORATION

16 MAGUIRE DRS, LLC
MAGUIRE DODGE RAM OF SYRACUSE

OTHER

OTHER INSUREDS:

AA TIMOTHY J. AND FRANCES E. MAGUIRE

BB PHILIP & NICOLE MAGUIRE
320 PENNSYLVANIA AVE
TRUMANSBURG, NY 14886

CC CARPENTER BUSINESS PARK, LLC
742 CASCADILLA STREET
ITHACA, NY 14850

DD MAGUIRE FAMILY LIMITED
PARTNERSHIP, LLP
504 SOUTH MEADOW STREET
ITHACA, NY 14850

EE MAGUIRE FAMILY ENTERPRISES, LLP
504 SOUTH MEADOW STREET
ITHACA, NY 14850

FF TOYOTA MOTOR CREDIT CORPORATION
90 CRYSTAL RUN ROAD
SUITE 310
MIDDLETOWN, NY 10941
ENDORSEMENT 0532 APPLIES

GG USAA
PO BOX 659468
HOFFMAN ESTATES, IL 60192
END 0532,0533,0757 APPLY

HH MAGUIRE, LLC

UNIVERSAL UNDERWRITERS INSURANCE COMPANY

7045 COLLEGE BOULEVARD OVERLAND PARK, KANSAS 66211-1523

A Stock Insurance Company

0149078 01

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ITEM 2

II INTER-INDUSTRY CONFERENCE ON AUTO
COLLISION REPAIR
5125 TRILLIUM BOULEVARD
HOFFMAN ESTATES, IL 60192
END 0748 AND 0757 APPLY

JU PROGRESSIVE DIRECT INSURANCE
CO NETWORK SHOP
6300 WILSON MILLS RD E6G
MAYFIELD VILLAGE, OH 44143
END 0532 AND 0533 APPLY

LL WILLIAM B. FUCCILLO, SR.
C/O FUCCILLO AUTOMOTIVE GROUP, INC
10524 US RT. 11
PO BOX 69
ADAMS, NY 13605

MM AUTO ROW REALTY, INC.
717 W. GENESEE ST.
SYRACUSE, NY 13204

OO AUTOMOTIVE LIFT INSTITUTE, INC.
PO BOX 85
CORTLAND, NY 13045
END 0532 APPLIES

PP WEGMANS FOOD MARKET INC
500 SOUTH MEADOW STREET
ITHACA, NY 14850
END 0757 APPLIES
ADDING 6/20/16 TO 7/20/16

RR THE PEOPLE OF THE STATE OF NEW
YORK, THE NEW YORK STATE OFFICE
OF GENERAL SERVICES, ANY ENTITY
AUTHORIZED BY LAW OR REGULATION
TO USE THE CONTRACT AND THEIR
OFFICERS, AGENTS AND EMPLOYEES
38TH FL, CORNING TWR, EMPIRE PLAZA
ALBANY, NY 12242
AWARD 22898 CONTRACT, END 532
END 0748 & 0757

SECURITY INTERESTS:

A HLC FINANCIAL, INC., ITS
SUCCESSORS AND/OR ASSIGNS

343261 V-2 (12-1998)

PAGE 1-C

UNIVERSAL UNDERWRITERS INSURANCE COMPANY

7045 COLLEGE BOULEVARD OVERLAND PARK, KANSAS 66211-1523

A Stock Insurance Company

0149078 01

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DECLARATIONS PAGES ARE VOID EFFECTIVE DECEMBER 01, 2016

ITEM 2

- 5716 CORSA AVE, SUITE 208
WESTLAKE VILLAGE, CA 91362
- B LEASE MARKETING LTD AND
ITS ASSIGNEE
3025 HIGHLAND PARK, SUITE 450
DOWNERS GROVE, IL 60515
- C TOYOTA MOTOR CREDIT CORPORATION
90 CRYSTAL RUN ROAD
SUITE 310
MIDDLETOWN, NY 10941
- D FORD MOTOR CREDIT COMPANY
3620 QUEEN PALM DRIVE
TAMPA, FL 33619
- E FARMERS INSURANCE EXCHANGE
2ND FLOOR
100 ELWOOD DAVIS RD
N SYRACUSE, NY 13212
END 0686 APPLIES
- G JPMORGAN CHASE BANK, NA
7610 W. WASHINGTON STREET
IN1-4002
INDIANAPOLIS, IN 46231
END 668 APPLIES
- H TOMPKINS TRUST COMPANY, ITS
SUCCESSORS AND ASSIGNS, ATIMA
PO BOX 390197
MINNEAPOLIS, MN 55439
- I LEARN MOTOR COMAPNY, INC
MICHAEL LEARN
502 N FRANKLIN ST
WATKINS GLEN, NY 14891
- J CFCU COMMUNITY CREDIT UNION
ATTN: INSURANCE TRACKING CENTER
PO BOX 924537
FORT WORTH, TX 76124
ADDED EFFECTIVE 6/1/2016

LOCATIONS:

01 504 SOUTH MEADOW STREET
ITHACA, NY 14850

AUTO SALES & SERVICE

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PAGE 1-D

UNIVERSAL UNDERWRITERS INSURANCE COMPANY

7045 COLLEGE BOULEVARD OVERLAND PARK, KANSAS 66211-1523

A Stock Insurance Company

0149078 01

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DECLARATIONS PAGES ARE VOID EFFECTIVE DECEMBER 01, 2016

ITEM 2

02	362-370 ELMIRA ROAD ITHACA, NY 14850	AUTO SALES & SERVICE AUTO BODY SHOP
03	320 ELMIRA ROAD ITHACA, NY 14850	AUTO SALES & SERVICE
04	316-318 ELMIRA ROAD ITHACA, NY 14850	AUTO SALES & SERVICE
05	35 CINEMA DRIVE ITHACA, NY 14850	AUTO SALES & SERVICE AUTO BODY SHOP
06	2073 TRUMANSBURG ROAD (ROUTE 96) TRUMANSBURG, NY 14886	AUTO SALES & SERVICE
07	2073 ROUTE 96 (REAR OF) TRUMANSBURG, NY 14886	AUTO SERVICE AUTO BODY SHOP
08	2071 ROUTE 96 TRUMANSBURG, NY 14886	AUTO BODY SHOP OFFICE
09	308 ELMIRA ROAD ITHACA, NY 14850	AUTO STORAGE
10	502 N FRANKLIN ST WATKINS GLEN, NY 14891	AUTO SALES & SERVICE
11	503-507 N FRANKLIN ST WATKINS GLEN, NY 14891	AUTO STORAGE
12	150-154 CECIL A MALONE DRIVE ITHACA, NY 14850	AUTO STORAGE
+ 13	742 CASCADILLA STREET ITHACA, NY 14850	AUTO STORAGE
14	SOUTH OF 3RD ST & WEST OF STATE ROUTE 13 ITHACA, NY 14850	VACANT LAND
15	716 WEST GENESEE STREET SYRACUSE, NY 13204	AUTO SALES & SERVICE
16	523 WEST GENESEE STREET SYRACUSE, NY 13204	AUTO SALES & SHOWROOM
17	523 WEST GENESEE STREET (REAR)	AUTO CLEAN-UP/DETAILING

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UNIVERSAL UNDERWRITERS INSURANCE COMPANY

7045 COLLEGE BOULEVARD OVERLAND PARK, KANSAS 66211-1523

A Stock Insurance Company

0149078 01

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ITEM 2

SYRACUSE, NY 13204

- | | | |
|----|---|--------------------------|
| 21 | 358 ELMIRA ROAD
ITHACA, NY 14850 | AUTO SALES & SERVICE |
| 22 | 959 HIAWATHA BOULEVARD WEST
SYRACUSE, NY 13204 | AUTO SALES & SERVICE |
| 23 | 975 HIAWATHA BOULEVARD WEST
SYRACUSE, NY 13204 | USED CAR SALES & SERVICE |
| 24 | 500 SOUTH MEADOW STREET
ITHACA, NY 14850 | AUTO STORAGE |

ACTS OF TERRORISM EXCLUDED

ENDORSEMENTS APPLICABLE:
0497 TERRORISM EXCLUSION

ITEM 3

COVERAGES, PROPERTY INSURED, AND
SPECIAL PROVISIONS APPLICABLE TO
EACH COVERAGE PART:

	INSUREDS	LOCA- TIONS	PERILS INSURED	OUR LIMITS
AUTO INVENTORY PHYSICAL DAMAGE + (PART 300)	01,02,03, ALL 04,05,06, 07,08,10, 11,13,14, 15,16		SEE BELOW	66,960,840
REPAIRS: 100% LABOR - YOUR AUTOS 75% PARTS - YOUR AUTOS 100% LABOR - CUSTOMER AUTOS 75% PARTS - CUSTOMER AUTOS			EXTENDED THEFT	100,000

ENDORSEMENTS APPLICABLE:

0001 LOSS PAYABLE PROVISIONS
0081 WRAPAROUND SPECIFIED PERILS
0082 WRAPAROUND UNNAMED PERILS
0083 WRAPAROUND COLLISION
0084 WRAPAROUND EXTENDED THEFT
0216 EXTENSION OF CREDIT
EXCLUSION DELETED
0346 LIMIT PER EMPLOYEE FOR THEFT
OF AUTOS
0418 VIDEO EQUIPMENT IN AUTOS

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UNIVERSAL UNDERWRITERS INSURANCE COMPANY

7045 COLLEGE BOULEVARD OVERLAND PARK, KANSAS 66211-1523

A Stock Insurance Company

0149078 01

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ITEM 3
COVERAGES, PROPERTY INSURED, AND SPECIAL PROVISIONS APPLICABLE TO EACH COVERAGE PART:

INSUREDS	LOCATIONS	PERILS INSURED	OUR LIMITS
----------	-----------	----------------	------------

PROPERTY (PART 330)
PERILS AND DEDUCTIBLES

COINS%

+BUILDING	100%	01,G	21	SEE SCHEDULE	582,440
FIRE	2500				
WIND-HAIL	2500				
V&MM	2500				
OTHER SPEC PERILS	2500				
THEFT-BURGLARY	2500				
UNNAMED PERILS	2500				
BREAKDOWN	NO COVER				
EARTHQUAKE	NO COVER				
SPRK LEAKAGE	NO COVER				

0012 MORTGAGE CLAUSE
0016 REPLACEMENT COST BUILDING
0085 BREAKDOWN EXCLUDED
0324 PROPERTY EXTENSIONS
0404 COINSURANCE CONDITION REVISED
0660 AGREED BUILDING VALUE
+ AGREED VALUE \$582,440

+BUILDING	100%	01	22	SEE SCHEDULE	4,000,000
FIRE	2500				
WIND-HAIL	2500				
V&MM	2500				
OTHER SPEC PERILS	2500				
THEFT-BURGLARY	2500				
UNNAMED PERILS	2500				
BREAKDOWN	NO COVER				
EARTHQUAKE	NO COVER				
SPRK LEAKAGE	NO COVER				

0016 REPLACEMENT COST BUILDING
0085 BREAKDOWN EXCLUDED
0324 PROPERTY EXTENSIONS
0404 COINSURANCE CONDITION REVISED
0660 AGREED BUILDING VALUE
AGREED VALUE \$4,000,000

Agreed Value - Endorsement 660

Application of Endorsement 660 results in the following policy changes:

1. The definition of "Actual Cash Value" in the property section is changed from "*Building, its replacement cost less actual (not tax) depreciation*", to "*Building, its replacement value*"
2. Under the most we will pay it changes, "*the ACTUAL CASH VALUE of repairs to the property with like kind and quality*" to "*the proportion that the limit bears to the replacement value stated in the declarations*"
3. The coinsurance condition is deleted.

Application of this endorsement should be used when we are insuring the building on replacement cost and the building limit is set equal to our building ITV estimate. Under most insurance contracts the insured selects the building limit; we use the ITV estimator to set the limit. If we set the building value lower than what the actual cost to repair or replace the building at the time of loss, a coinsurance penalty will be applied. Penalizing the insured because we set the building limit too low is not our intent, coinsurance is a contractual mechanism used to discourage the insured from under insuring the building.

A building actually valued at \$1,000,000 has an 80% coinsurance clause but is insured for only \$750,000. Since its insured value is less than 80% of its actual value, when it suffers a loss, the insurance payout will be subject to the coinsurance penalty. For example: It suffers a \$200,000 loss. The insured would recover $\$750,000 \div (.80 \times 1,000,000) \times 200,000 = \$187,500$ (less any deductible). $\$200,000$ loss - $\$187,500$ payment = $\$12,500$ coinsurance penalty.

Therefore, in the instances described above, we should write the policy with endorsements 016 and 660 with 100% coinsurance. It is good to note, that a building at 100% co-insurance with endorsement 660 and 016 applied is less expensive than the same building at 90% coinsurance with endorsement 016 alone.

We combine the use of endorsement 660 with endorsement 016 to add the following conditions:

1. YOU may elect LOSS payment be made on a replacement cost less actual (not tax) depreciation basis rather than replacement cost. Regardless of YOUR election, the coinsurance formula will be computed on the replacement cost value. YOU have 180 days after a LOSS to tell US, in writing, YOU wish to elect LOSS payment on a replacement cost basis.
2. This endorsement will not apply until YOU have actually repaired or replaced the BUILDING for the same occupancy and use. YOU must repair or replace the BUILDING within a reasonable time after LOSS.
3. WE will not pay more than the amount actually spent to repair or replace the lost or damaged building.

By combining these endorsements we are able to add the second and third conditions listed above, while still deleting the co-insurance penalty. Condition one is removed from endorsement 016 by the co-insurance deletion condition of endorsement 660.

Endorsement 016
and 660 should be
paired together any
time we are using our
valuation of a building
in lieu of an insured's
elected value.

A=Add

SECURITY INTERESTS

**MIU25
0149078**

Information. Then enter or scroll.

Name(+): CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY AS ITS MAY

Address: CITY HALL COMMONS, 7TH FLOOR____
201 EAST WASHINGTON STREET_____

City: SYRACUSE_____ **State:** NY **ZIP:** 13202 - _____

Descriptive: _____

==> UPPM

o **F3=Exit** **F4=Prompt** **F6=Expand(+)** **F7=Backward** **F8=Forward** **F12=**

>>

C=Change

D=Delete

OTHER INSUREDS

01

Information. Then enter or scroll.

Name(+): CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY AS ITS MAY
APPEAR

Address: CITY HALL COMMONS, 7TH FLOOR
201 EAST WASHINGTON STREET

City: SYRACUSE State: NY Zip: 13202 -

Descriptive:

==> UPPM

F3=Exit F4=Prompt F5=Refresh F6=Expand(+) F7=Bkwd F8=Fwd F12=E

>>

Agreed Value - Endorsement 660

Application of Endorsement 660 results in the following policy changes:

1. The definition of "Actual Cash Value" in the property section is changed from "*Building, its replacement cost less actual (not tax) depreciation*", to "*Building, its replacement value*"
2. Under the most we will pay it changes, "*the ACTUAL CASH VALUE of repairs to the property with like kind and quality*" to "*the proportion that the limit bears to the replacement value stated in the declarations*"
3. The coinsurance condition is deleted.

Application of this endorsement should be used when we are insuring the building on replacement cost and the building limit is set equal to our building ITV estimate. Under most insurance contracts the insured selects the building limit; we use the ITV estimator to set the limit. If we set the building value lower than what the actual cost to repair or replace the building at the time of loss, a coinsurance penalty will be applied. Penalizing the insured because we set the building limit too low is not our intent, coinsurance is a contractual mechanism used to discourage the insured from under insuring the building.

A building actually valued at \$1,000,000 has an 80% coinsurance clause but is insured for only \$750,000. Since its insured value is less than 80% of its actual value, when it suffers a loss, the insurance payout will be subject to the coinsurance penalty. For example: It suffers a \$200,000 loss. The insured would recover $\$750,000 \div (.80 \times 1,000,000) \times 200,000 = \$187,500$ (less any deductible). $\$200,000$ loss - $\$187,500$ payment = $\$12,500$ coinsurance penalty.

Therefore, in the instances described above, we should write the policy with endorsements 016 and 660 with 100% coinsurance. It is good to note, that a building at 100% co-insurance with endorsement 660 and 016 applied is less expensive than the same building at 90% coinsurance with endorsement 016 alone.

We combine the use of endorsement 660 with endorsement 016 to add the following conditions:

1. YOU may elect LOSS payment be made on a replacement cost less actual (not tax) depreciation basis rather than replacement cost. Regardless of YOUR election, the coinsurance formula will be computed on the replacement cost value. YOU have 180 days after a LOSS to tell US, in writing, YOU wish to elect LOSS payment on a replacement cost basis.
2. This endorsement will not apply until YOU have actually repaired or replaced the BUILDING for the same occupancy and use. YOU must repair or replace the BUILDING within a reasonable time after LOSS.
3. WE will not pay more than the amount actually spent to repair or replace the lost or damaged building.

By combining these endorsements we are able to add the second and third conditions listed above, while still deleting the co-insurance penalty. Condition one is removed from endorsement 016 by the co-insurance deletion condition of endorsement 660.

Endorsement 016
and 660 should be
paired together any
time we are using our
valuation of a building
in lieu of an insured's
elected value.

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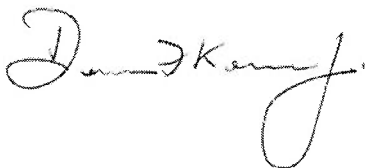
UNICOVER

UNIVERSAL UNDERWRITERS INSURANCE COMPANY
A Stock Insurance Company
7045 COLLEGE BOULEVARD, OVERLAND PARK, KANSAS 66211-1523

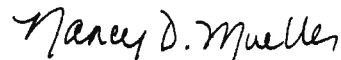
PREAMBLE

This entire document constitutes a multiple coverage insurance policy. Unless stated otherwise in a Coverage Part, each Coverage Part is made up of its provisions, plus those of the State Amendatory Part (if any), the General Conditions, and that portion of the Declarations referring to the Coverage Part, including all endorsements made applicable to that Coverage Part. Each Coverage Part so constituted becomes a separate contract of insurance.

This policy is signed by OUR President and Secretary, and where required by law, by one of OUR authorized representatives.



DENNIS F. KERRIGAN
SECRETARY



NANCY D. MUELLER
PRESIDENT

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GENERAL CONDITIONS UNICOVER

WE have issued this policy based on OUR understanding of YOUR agreements, statements, and representations, and in consideration of YOUR agreement to pay the required premiums when due. By accepting this policy YOU agree that YOU have been truthful with US, and that all agreements between YOU and US are included in the policy and declarations. WE, therefore, agree with YOU as stated in this policy, its endorsements, and the declarations.

DEFINITIONS - Except for headings or titles, a word written in all capital letters indicates it has a specific meaning as defined in each Coverage Part. The following definitions apply to any Coverage Part where they appear:

"INSURED" means any person or organization qualifying as an INSURED in the WHO IS AN INSURED provision of the Coverage Part. Except with respect to the limit of liability, the insurance afforded applies separately to each INSURED.

"WAR" means war (whether declared or not), civil war, rebellion, insurrection, revolution, usurped power, military or warlike action (including action in hindering or defending against an actual or expected attack), or any act or condition incident to any of these.

"WE", "US", or "OUR" means Universal Underwriters Insurance Company.

"YOU" and "YOUR" means the person or organization shown in the declarations as the Named Insured.

PREMIUM - Named Insured 01 must pay all required premiums when due, on the basis specified in the declarations:

"Variable" - each month YOU must calculate the earned premiums by multiplying the rates (shown on the required reports of values) times the values YOU report as applicable to those rates. Together with the specific premiums shown on the report, WE must receive payment within 15 days after the end of the calendar month for which the report is to be

submitted. There will be no final adjustment in the earned premium if the values reported are accurate and premiums are paid promptly when due.

"Non-variable" - each month YOU must report any required values and pay the provisional premium due each month. WE must receive this premium by the date shown in OUR billing. At the end of the policy period, after WE have received all the required reports, WE will calculate the earned premiums. If it is more than YOU paid, YOU will pay US the difference. If it is less, WE will refund the difference.

"Adjustable" - each month WE will bill YOU for a portion of the annual premium. WE must receive this premium by the date shown in OUR billing. At the end of the policy period, WE will audit YOUR records. Based on OUR findings WE will calculate the earned premiums. If it is more than YOU have paid, YOU will pay US the difference. If it is less, WE will refund the difference.

"Fixed" - each month WE will bill YOU for a portion of the annual premium for which there is no annual adjustment. WE must receive this premium by the date shown in OUR billing.

"Annual" - the entire annual premium is due upon issuance of the policy.

PREMIUM COLLECTION - YOU must pay OUR expenses, including attorney fees, spent to collect premium from YOU.

INSPECTION AND AUDIT - WE have the right, but not the duty, to inspect the insured property or operations at any time. OUR inspections are not safety inspections. They relate only to insurability and the premiums to be charged.

WE may give YOU reports on the conditions WE find and recommend changes. While they may help reduce losses, WE do not undertake to perform the duty of any person to provide for the health or safety of YOUR employees or the pub-

lic. WE do not warrant the property or operation is healthful or safe, or that they conform to any rule, regulation, standard, code or law.

Any rate organization and any organization WE hire to make insurance inspections, surveys, reports or recommendations are subject to this provision.

YOU must keep accurate records and send them to US promptly upon request. WE have the right to examine and audit YOUR books and records at any time, up to three years after this policy ends.

YOU must allow US to perform any inspection or audit.

FINANCIAL RESPONSIBILITY LAWS - A state motor vehicle law may require an INSURED to prove future financial responsibility. If WE certify this policy as providing such proof, that INSURED must repay US for any payments WE would not have had to pay without the certification.

CONCEALMENT OR FRAUD - This insurance will be void if YOU willfully lie to US, conceal, or misrepresent any material facts relating to this insurance. This will apply whether the lie, concealment, or misrepresentation occurs before or after the LOSS.

COMPLIANCE WITH CONDITIONS - WE have no duty to provide coverage under any Coverage Part unless YOU or any other INSURED have fully complied with all Conditions applicable to that Coverage Part.

ACTIONS AGAINST US - No one may bring legal action against US for any reason, to recover under this policy, unless they have complied with all of its terms.

A legal action for LOSS to YOUR property must be brought within 12 months from the date YOU discover the LOSS, but no sooner than 90 days after YOU file a sworn proof of LOSS.

A legal action for liability claims cannot be brought until the amount of the INSURED'S liability

has been finally determined, either by trial or a written agreement between the claimant, the INSURED and US. Once that liability has been so determined, WE will pay up to the limit as shown in the declarations. No one can join US in taking legal action against YOU, or an INSURED, or take such actions directly against US.

OUR obligations to an INSURED remain, even if the INSURED becomes bankrupt or insolvent.

OTHER INSURANCE - Unless stated otherwise in a Coverage Part, WE will pay only the amount of the covered LOSS or INJURY in excess of the amount due from any other insurance, whether it is collectible or not.

NON-STACKING OF LIMITS - If more than one Coverage Part or policy issued by US to YOU should insure a LOSS, INJURY, OCCURRENCE, claim or SUIT, the most WE will pay is the highest limit applicable. The limit under that Coverage Part or policy will be inclusive of the lower limit in the other Coverage Part(s) or policy(s), not in addition to them.

If more than one item of insurance in the same Coverage Part should insure a LOSS, INJURY, OCCURRENCE, claim or SUIT, the most WE will pay is the highest limit applicable. The limit under that item will be inclusive of the lower limit, not in addition to it.

SUBROGATION - YOU and each INSURED must do all in their power to preserve their rights to recover from others. Once WE have made a payment under this policy, whether or not YOU or an INSURED are fully compensated, YOUR or an INSURED'S rights to recover from others become OUR rights.

However, with respect to LOSS to YOUR property or AUTOS, WE will not exercise OUR right of subrogation at YOUR request.

RECOVERED PROPERTY OR AUTOS - YOU must promptly report and return to US any property or covered AUTO YOU recover after loss settlement.

CHANGES - The only way this policy can be

changed is OUR issuing an endorsement(s) or substituting the declarations. They must be signed by one of OUR representatives when required by law. Nothing else will change this policy, waive any of its terms, or stop US from asserting any of OUR rights, not even notice to or knowledge learned by one of OUR representatives.

If WE change any of the terms of this policy, which broadens or extends the coverage, this policy will automatically be broadened or extended as if it were actually endorsed, if the change:

- (a) was approved by YOUR state insurance regulatory authority, during the policy period or within 45 days before the policy became effective, and
- (b) is available to YOU without additional premiums.

ASSIGNMENT - No assignment of interest will affect this policy unless WE change the policy. If YOU die, however, YOUR legal representative can act on YOUR behalf. Until YOUR legal representative is appointed, anyone having proper temporary custody of YOUR property will have YOUR rights and duties but only with respect to that property.

CANCELLATION - Either YOU or WE can cancel this policy by notifying the other.

YOU may cancel by returning the policy or writing to US stating the future date YOU want the cancellation to be effective. Cancellation will take effect upon the return of the policy or the future date stated in YOUR written notice to US. The earned premiums will be calculated to include a short rate penalty of 10% of the estimated premium for the remainder of the policy period.

WE will not impose the penalty if YOU no longer have a financial or insurable interest in the covered property or business.

If WE cancel, a written notice of cancellation will be mailed to YOU at the address shown in the declarations. The notice will state when, not less than 10 days thereafter, the cancellation will be effective. The mailing of the notice will be suffi-

cient proof of notice. The effective date and hour of cancellation stated in the notice will become the end of the policy period. Delivery of such written notice, either by YOU or US, will be equivalent to mailing.

Notice sent to Named Insured 01 will be deemed to be notice to all INSUREDS. WE will send any pro-rata premium refund due when WE cancel to Named Insured 01.

POLICY PERIOD - All insurance under this policy will begin and end at 12:01 AM (Standard Time) unless it replaces, or is replaced by, a policy beginning or ending at 12:00 Noon (Standard Time). In that event, OURS will amend to coincide with that time.

This policy starts on the first date shown in Item 1 of the declarations, and ends on the second date shown there. Any coverage or property added or removed during that time, will be covered for the period shown separately in the declarations.

POLICY TERRITORY - Unless stated otherwise in a Coverage Part, this policy covers:

- (a) anywhere in the United States of America, its territories or possessions, or Canada;
- (b) in international waters or air spaces if the LOSS or INJURY occurs in the course of travel or transportation between countries, states or nations included in (a) above;
- (c) anywhere in the world, if the INJURY arises out of a PRODUCT YOU sold for use or consumption in (a) above.

ARBITRATION - If YOU and WE can't agree on the value of the property or the amount of YOUR property LOSS, either of US can demand an appraisal. Then, each will select a competent and disinterested appraiser who will, in turn, select a competent and disinterested umpire. If the appraisers can't agree on an umpire, YOU or WE may request the selection be made by a judge of a court having jurisdiction.

Each appraiser will state their appraisal of the value or LOSS. If they can't agree, they will sub-

mit their differences to the umpire. The value of the property or amount of the LOSS will be determined by a written agreement of any two of them. Such an agreement is binding.

YOU and WE will each pay their own appraiser, and equally share the other expenses of the appraisal and the umpire. WE will not be held to have waived any of OUR rights by any act relating to appraisal.

CONFORMING TO LAW - If any part of this policy is in conflict with local, state or federal law, those provisions in conflict will automatically change to conform to the law. If any statute requires more time to notify US of a LOSS, or to start any legal action, the Coverage Part is changed to agree with the shortest time period permitted by statute.

PARTICIPATION - YOU will be entitled to participate in the distribution of policy dividends as authorized by OUR Board of Directors from time to time.

AUTO INVENTORY UNICOVER COVERAGE PART 300

This Coverage Part applies only when it is shown in the declarations. Such insurance applies only to those insureds, security interests and locations designated for each coverage as identified in declarations item 2 by letter(s) or number.

The General Conditions apply except as amended or replaced in this Coverage Part.

INSURING AGREEMENT - WE will pay for LOSS of or to a COVERED AUTO from any cause, including sums an INSURED legally must pay as damages as a result of LOSS to a CUSTOMER'S AUTO, except as stated otherwise in the declarations or excluded.

WE have the right and duty to defend any suit for damages for LOSS to a CUSTOMER'S AUTO. However, WE have no such duty for LOSS not covered by this Coverage Part. WE may investigate and settle any claim or suit WE consider appropriate. Payment of OUR limit ends OUR duty to defend or settle that LOSS.

DEFINITIONS - When used in this Coverage Part:

"AUTO" means any type of land motor vehicle, (whether crated or not), trailer or semi-trailer, farm tractor or implement, each including its equipment and other equipment permanently attached to it.

"COLLISION" means (1) impact of a COVERED AUTO with another object or with a vehicle to which it is attached, or (2) upset of the COVERED AUTO. COLLISION does not mean impact of a COVERED AUTO with a bird or animal.

"COMPREHENSIVE" means the perils defined in SPECIFIED PERILS and UNNAMED PERILS.

"COVERED AUTO" means an AUTO (1) owned by or acquired by YOU or (2) not owned by YOU but in YOUR care, custody, or control.

"CUSTOMER'S AUTO" means a COVERED AUTO not owned or acquired by YOU but in YOUR care, custody or control for safekeeping, storage, service or repair. It also means the property of others within the CUSTOMER'S AUTO when LOSS is caused by COLLISION.

"DEMONSTRATOR-COMPANY AUTO" means a COVERED AUTO shown on YOUR records as a demonstrator or company AUTO and (1) used in YOUR sales operation, or (2) furnished for the regular use of anyone. It also means a COVERED AUTO YOU rent or lease from others for use in YOUR business.

"EXTENDED THEFT" means:

- (1) YOUR voluntarily parting with evidence of title to or possession of a COVERED AUTO when induced by:
 - (a) a forged or counterfeit instrument received in payment;
 - (b) a check or other instrument written on an account closed before the instrument is presented for payment;
 - (c) a credit application, rental agreement or lease agreement on which the name, social security number or signature of the applicant, rentee or lessee is false or forged;
 - (d) any other criminal scheme, criminal trick or criminal device which induces YOU, at that time, to part with evidence of title to or possession of the COVERED AUTO;
- (2) YOUR having acquired possession of an AUTO that is stolen or which has a forged, altered, or counterfeit title or invalid duplicate title;
- (3) the unauthorized possession (without intent to return) of a COVERED AUTO by:

(a) YOUR customer:

- (i) while the COVERED AUTO temporarily replaces the CUSTOMER'S AUTO;
- (ii) awaiting delivery of an AUTO purchased from YOU;
- (iii) for the purpose of a test drive or other demonstration;

(b) any person to whom YOU furnish a COVERED AUTO for their regular use.

Part (a) does not apply to rentals otherwise excluded.

"GOVERNMENT CONFISCATION" means seizure of an AUTO owned or acquired by YOU, by a duly constituted governmental or civil authority, for an alleged violation of laws governing the use, sale or distribution of controlled substances, including those laws governing the reporting of monies from such activities.

"LOSS" means direct and accidental physical loss or damage, occurring during the Coverage Part period. LOSS, with respect to a CUSTOMER'S AUTO, includes resulting loss of use. With respect to EXTENDED THEFT, all transactions with any one person, organization, group of individuals or ring will be deemed to be one LOSS. With respect to GOVERNMENT CONFISCATION, all actions by any one person, organization, group of individuals or ring which result in seizure(s) will be deemed one LOSS.

"NEW PRIVATE PASSENGER" and "NEW TRUCK" means a COVERED AUTO owned by or consigned to YOU and held for sale, not previously owned, titled or registered, and not used for any purpose other than roadtesting.

"SERVICE AUTO" means a COVERED AUTO shown on YOUR records as a service vehicle, and used in YOUR service operations.

"SPECIFIED PERILS" means (1) fire, lightning, smoke or smudge due to fire, (2) stranding, sinking, burning, or derailment of any conveyance transporting the COVERED AUTO, (3) theft or larceny, (4) windstorm, hail, earthquake, explo-

sion, riot or civil commotion, the forced landing of any aircraft or its parts, (5) flood or rising waters, external discharge or leakage of waters except LOSS resulting from snow, rain, or sleet (whether or not wind-driven), (6) malicious mischief or vandalism, or (7) LOSS caused by a servicing hoist designed to raise an entire AUTO.

"UNNAMED PERILS" means all causes of LOSS not defined in COLLISION, SPECIFIED PERILS, EXTENDED THEFT, or excluded.

"USED PRIVATE PASSENGER" and "USED TRUCKS" means all COVERED AUTOS owned or acquired by YOU and held for sale by YOU and not otherwise defined in this Coverage Part.

WHO IS AN INSURED - With respect to LOSS under this Coverage Part:

- (1) YOU;
- (2) YOUR partners, paid employees, directors, executive officers, and stockholders while acting within the scope of their duties as such with respect to a CUSTOMER'S AUTO.

EXCLUSIONS - WE will not pay for LOSS:

- (a) while the AUTO is being used as a public livery conveyance, or in any illicit trade or transportation. This exclusion does not apply to GOVERNMENT CONFISCATION;
- (b) due to WAR;
- (c) caused by mechanical or electrical breakdown or failure, or due and confined to faulty work performed, defective parts or materials, wear, tear, freezing. This exclusion does not apply to LOSS caused by faulty work performed, defective parts or materials to a CUSTOMER'S AUTO;
- (d) from EXTENDED THEFT:
 - (1) due solely to an undisclosed lien;
 - (2) under part (1)(c) of the definition of EXTENDED THEFT, after the first periodic payment is made;

- (3) due solely to an insufficient funds check;
 - (4) due to incorrect information on a credit application, rental agreement or lease agreement, except as covered under part (1)(c) of the definition of EXTENDED THEFT;
 - (5) as the result of YOUR obligation under a contract or agreement in which YOU agree to be liable in the event of default by the purchaser;
 - (6) under part (1)(d) of the definition of EXTENDED THEFT, due to non-payment, for any reason, of any credit YOU extend. This includes bankruptcy, other insolvency proceedings or failure to honor post-dated checks;
- (e) due to confiscation by duly constituted governmental or civil authority. This exclusion does not apply to GOVERNMENT CONFISCATION;
- (f) due to radioactive contamination, nuclear radiation, nuclear reaction, or the explosion or malfunction of a nuclear weapon, device, or facility or their consequences;
- (g) caused by any dishonest, fraudulent, criminal, or intentional act committed by YOU or YOUR stockholders, partners, officers, employees, agents, or other party in interest. This exclusion does not apply to:
- (1) a COVERED AUTO physically stolen, destroyed or damaged by YOUR employee acting without the knowledge of YOUR partners or executive officers;
 - (2) part (3)(b) of the definition of EXTENDED THEFT;
 - (3) GOVERNMENT CONFISCATION caused by an employee(s) acting without the knowledge or consent of YOUR partners or executive officers;
- (h) while the COVERED AUTO is operated in, or in practice or preparation for, any pre-arranged or organized race, rally, speed, demolition, or competitive contest, or in any stunting activity;
- (i) when YOU voluntarily part with evidence of title to or possession of a COVERED AUTO, except by EXTENDED THEFT;
- (j) to a COVERED AUTO leased or rented to others. This exclusion does not apply:
- (1) to YOUR partners, employees, owners, directors, stockholders and executive officers for use principally in YOUR AUTO business;
 - (2) to YOUR customers for a period of two months or less when:
 - (i) it temporarily replaces the CUSTOMER'S AUTO;
 - (ii) the customer is awaiting delivery of an AUTO purchased from YOU;
- (k) to an AUTO owned by, leased or rented to YOUR employee or members of their household. This exclusion does not apply:
- (1) if their AUTO is being serviced or repaired by YOU under a written agreement;
 - (2) to a COVERED AUTO leased or rented to YOUR partners, employees, owners, directors, stockholders and executive officers for use principally in YOUR AUTO business;
- (l) due to loss of use caused by delay of service or repair, defective parts or materials or faulty work performed. This exclusion does not apply to loss of use of a CUSTOMER'S AUTO caused by faulty work performed, defective parts or materials;
- (m) from any unexplained cause;
- (n) to any two-way mobile radio or telephone, citizens band radio, radar detector, scanning monitor or device for recording and/or reproducing sound or pictures, all including its accessories and antennas. This does not apply to:
- (1) tape decks or other sound reproducing equipment permanently installed in, and

antennas permanently attached to, the COVERED AUTO;

- (2) two-way mobile radio or telephone, citizens band radio or scanning monitor which are permanently installed in the opening or place normally used by the manufacturer for the installation of such equipment;

- (o) except as provided in WE WILL ALSO PAY, caused by depreciation or diminished value.

YOU MUST REPORT - YOU must report the cost of all AUTOS owned or consigned to YOU as of the last business day of that month. WE must receive the report within 15 days after the end of each calendar month. YOU may not correct inaccurate reports after LOSS.

THE MOST WE WILL PAY - Regardless of the number of INSUREDS, premiums charged, claims made, suits brought, AUTOS insured, or amounts awarded against an INSURED, the most WE will pay for any one LOSS to COVERED AUTOS is the least of the following:

- (a) the total cost of all COVERED AUTOS;
- (b) with respect to COVERED AUTOS owned by or consigned to YOU, the percentage the last report of AUTO values (received by US prior to the LOSS) bears to the cost of all such AUTOS that YOU should have reported;
- (c) from EXTENDED THEFT, the limit stated in the declarations for that peril;
- (d) for property of others, as defined in CUSTOMER'S AUTOS, up to \$5,000;
- (e) from GOVERNMENT CONFISCATION, \$50,000;
- (f) the limit stated in the declarations.

If, at the time of LOSS, YOU have failed to file all required reports of values, WE will pay no more than the amounts shown on the last report received by US prior to the LOSS. If the delinquent report is the first one due, WE will pay no

more than 75% of the limit stated in the declarations.

However, if at the time of the LOSS:

- (1) YOU have reported as required under YOU MUST REPORT,
- (2) YOU reported the full required values of all owned or consigned AUTOS on each report, and
- (3) the last report due before the LOSS is not delinquent,

part (f) of THE MOST WE WILL PAY is amended to read: "(f) 125% of the limit stated in the declarations."

WE WILL ALSO PAY - In addition to payments in THE MOST WE WILL PAY provision, WE will also pay, after LOSS:

- (a) up to \$20 a day, but not for more than \$600, for expenses incurred by YOU arising out of loss of use of a DEMONSTRATOR-COMPANY AUTO or SERVICE AUTO;
- (b) all ordinary and necessary expenses to return a COVERED AUTO to YOU and a reasonable amount for depreciation for LOSS caused by theft or EXTENDED THEFT;
- (c) premiums on appeal bonds or bonds to release property used to secure YOUR legal obligations, in a suit WE defend, but only for bonds up to OUR limit. But, WE do not have to furnish or secure these bonds;
- (d) all costs and expenses in defending an INSURED, and interest on that part of the judgment covered by this Coverage Part within OUR limits, that accrues after entry of any judgment in any suit WE defend, but only until WE have paid, offered to pay or deposited in court that part of the judgment that is within OUR limit;

- (e) up to \$100 a day for loss of earnings (but not other income) because of attendance at hearings or trials at OUR request;
- (f) up to \$5,000 for expenses incurred with OUR prior permission to remove COVERED AUTOS endangered from an insured peril. Such expenses will be paid even if YOU sustain no LOSS;
- (g) other reasonable expenses incurred at OUR request.

HOW WE WILL PAY - At OUR option, WE will pay for, repair, or replace the damaged or stolen COVERED AUTO or will require YOU to replace, repair, or sublet repairs to such COVERED AUTO.

When settlement is based on replacement of a COVERED AUTO, it will be at YOUR actual cost, exclusive of YOUR profit, holdback, or overhead expenses. When settlement is based on repairs to the COVERED AUTO, the most WE will pay is 65% of the retail charges on parts, materials, and labor unless stated otherwise in the declarations. However, WE will pay the actual cost for parts, materials and labor when LOSS occurs, and the COVERED AUTO is repaired, 100 miles or more from YOUR place of business.

From the amount of LOSS, as determined above, WE will subtract a reasonable amount for depreciation as well as the applicable deductible shown in the declarations. The deductible applies to each COVERED AUTO unless stated otherwise in this Coverage Part or in the declarations. When more than one deductible is shown for a peril or AUTO, the deductible per AUTO is shown first, then the deductible per LOSS.

Before payment of the LOSS, WE may take all or any part of the salvage at the agreed or appraised value. There will be no abandonment to US.

DUTIES AFTER LOSS - YOU must:

- (a) protect the COVERED AUTO whether or not this insurance applies. Any further LOSS due to YOUR failure to do so will

not be covered by this policy. WE will pay all reasonable expenses YOU incur for such protection;

- (b) permit US to inspect the damaged COVERED AUTO prior to its repair or replacement, and submit to US a sworn proof of LOSS within 60 days;
- (c) notify US as soon as possible how, when and where the LOSS occurred. If an AUTO is stolen, notify the police. If an EXTENDED THEFT:
 - (i) make a reasonable effort to recover the AUTO, and
 - (ii) notify the police and file a complaint with the proper authorities (empowered to issue warrants) against the person(s) causing the LOSS;

Additionally, YOU and any other involved INSURED must:

- (d) promptly notify US when claim is made against YOU or any other INSURED involving a CUSTOMER'S AUTO, and promptly send US all documents if sued;
- (e) cooperate and assist US in the investigation, settlement, defense, enforcement of contribution or indemnification of any LOSS;
- (f) assume no obligation, make no offer or payment, or incur no expenses without OUR consent, except at the INSURED'S own cost;
- (g) agree to examination under oath at OUR request, while not in the presence of any other INSURED and at such times as may be reasonably required about any matter relating to this insurance or the LOSS, including YOUR books and records. In the event of an examination, an INSURED'S answers must be signed.

WE will not defend or pay any LOSS for YOU or any other INSURED who fails to comply with their duties after loss.

DAMAGED AUTO - When the COVERED AUTO is damaged, whether or not such damage is covered by this Coverage Part, OUR liability is reduced by the amount of such damage until repairs have been completed.

NO BENEFIT TO BAILEE - This insurance will not benefit, directly or indirectly, any carrier or bailee.

OTHER INSURANCE - This insurance is primary over any other insurance except when the COV-

ERED AUTO is in the care, custody, or control of any person or organization, other than YOU, a member of YOUR household, YOUR partner, director, stockholder, executive officer, or paid employee or a member of the household of any of them.

POLICY TERRITORY - This insurance covers anywhere in the United States of America, its territories or possessions, Canada or the Republic of Mexico

DIFFERENCE IN CONDITIONS COVERAGE PART 320

This Coverage Part applies only when it is shown in the declarations. Such insurance applies only to those insureds, security interests, and locations designated for each coverage as identified in the declarations item 2 by letter(s) or number.

The General Conditions apply except as amended or replaced in this Coverage Part

INSURING AGREEMENT

WE will pay for LOSS to the property scheduled at the LOCATION(S) and for such property in transit from any cause except as excluded or as stated otherwise in the declarations.

When BUSINESS INCOME CONTINUATION is declared, WE will pay for BUSINESS INCOME CONTINUATION when YOU must suspend YOUR business because of LOSS from any cause (except as excluded or stated otherwise in the declarations) to:

- (a) the BUILDING or CONTENTS at the LOCATIONS shown in the declarations as applicable to this coverage;
- (b) property, other than at a LOCATION that directly results in civil authority preventing YOU from entering YOUR BUILDING.

Part (b) covers for only two consecutive weeks after LOSS.

The period of restoration is from the date of LOSS for as long as it reasonably takes to restore the damaged or destroyed BUILDING or CONTENTS and to resume operations with the same quality of service which existed immediately before the LOSS regardless of the expiration of this Coverage Part.

WE have the right and duty to defend any suit against YOU with respect to LOSS to CONTENTS of others for which YOU are legally liable. WE may investigate and settle any claim or suit WE consider appropriate. OUR payment of the limit, shown in the declarations as applicable to such property, ends OUR duty to defend.

WE have no right or duty to defend suits for LOSS not covered by this Coverage Part.

DEFINITIONS

"ACTUAL CASH VALUE" means the cost to replace with similar property of like kind and quality, less actual (not tax) depreciation.

"AUTO" means any type of land motor vehicle, (whether crated or not), trailer or semi-trailer, farm tractor, or implement, and any equipment permanently attached to it.

"BUILDING" means the structure at the LOCATION shown in the declarations. It includes:

- (a) machinery, fixtures and equipment permanently made part of the structure;
- (b) machinery, equipment, materials and supplies, owned by YOU or in YOUR care, custody or control, which are necessary for service or maintenance of the structure or its premises on which it is located;
- (c) fences, signs and light posts, owned by YOU and within 1,000 feet of the structure. Signs are not covered for LOSS by rain, snow or sleet;
- (d) foundations, whether above or below ground, including the costs of excavation grading, backfilling or filling;
- (e) architect's fees;
- (f) completed additions; and if not covered by other insurance:
 - (i) additions under construction, alterations and other repairs to the structure;
 - (ii) materials, machinery, tools, equipment, supplies and temporary structures, owned by YOU or for which YOU are legally liable, used for making additions, alterations or repairs to the structure. Part (ii) does not apply to LOSS of machinery, tools and equipment when away from the LOCATION.

"BUSINESS INCOME CONTINUATION" means the amount of GROSS PROFIT and EXTRA EXPENSE YOU have selected to be paid to YOU in the event of the total suspension of YOUR business.

"CONTENTS" means DATA, MEDIA, STOCK, and property used in the conduct of YOUR business either owned by YOU (or YOUR employees) or in YOUR care, custody or control. It also means such property while being used in YOUR repair or service business away from YOUR BUILDING. If YOU are a tenant at the LOCATION, it also includes IMPROVEMENTS AND BETTERMENTS. CONTENTS does not mean property defined under BUILDING.

"DATA" means a representation of facts, concepts or instructions in a formalized manner or MEDIA.

"EXTRA EXPENSE" means the necessary expenses YOU incur to return YOUR operations to as near to normal as possible after a LOSS, such expense being over and above the total cost that would have been incurred to conduct YOUR operation had no LOSS occurred. EXTRA EXPENSE does not mean loss of income or normal cost of repairing or replacing real or personal property, books of accounts, abstracts, drawings, card index systems or other records of any kind. Any salvage value of property obtained for temporary use during the period of restoration will be deducted from the LOSS.

"GROSS PROFIT" means the total income from the service and repair of AUTOS and the sale of STOCK less the cost of STOCK (not including labor) sold.

"IMPROVEMENTS AND BETTERMENTS" means, when not legally removable by YOU:

- (1) YOUR use interest in changes (other than maintenance) YOU made in the structure at the LOCATION not owned by YOU which enhances its value;
- (2) YOUR use interest in changes YOU acquired in a structure at a LOCATION not owned by YOU which enhances its

value.

"LOCATION" means the premises scheduled in the declarations, including any CONTENTS in the open within 1000 feet. The 1,000 feet limitation does not apply to watercraft.

"LOSS" means direct physical loss or damage occurring during the Coverage Part period.

"MEDIA" means the material on which YOU record DATA. It includes computer programs, records, books, films, tapes, drawings, deeds, maps, mortgages, manuscripts, and other documents.

"POLLUTANTS" means any solid, liquid, gaseous, or thermal irritant or contaminant, including (but not limited to) smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes (but is not limited to) materials to be recycled, reconditioned or reclaimed.

"REPLACEMENT COST" means the cost to replace with similar property of like kind and quality without deduction for depreciation.

"STOCK" means goods or products YOU sell or service which are owned by YOU or similar property of others for which YOU are legally liable. It also means parts and materials, including the cost of labor, YOU install or others install for YOU, in YOUR customer's AUTO, but only when LOSS occurs before YOU relinquish possession of the AUTO to the customer. STOCK does not mean property as defined in AUTOS.

"UNNAMED PERILS" means all causes of LOSS except earthquake, flood, windstorm and hail or as excluded.

"WAR" means war (whether declared or not), civil war, rebellion, insurrection, revolution, usurped power, military or warlike action (including action in hindering or defending against an actual or expected attack), or any act or condition to any of these.

WHO IS AN INSURED - With respect to LOSS under this Coverage Part, only YOU.

EXCLUSIONS - PERILS - WE will not pay for LOSS caused directly or indirectly by any of the following, such LOSS is excluded regardless of any other cause or event that takes place at the same time or in any sequence to such LOSS:

- (a) theft or larceny caused by YOUR voluntary parting with evidence of ownership or possession of the insured property;
- (b) any dishonest, fraudulent, criminal or dishonest act committed by (1) any person or organization to whom YOU entrust the property or (2) YOU or any of YOUR partners, executive officers, employees, stockholders, agents other party in interest, acting alone or in collusion with others.
- (c) confiscation by any duly constituted governmental or civil authority, or due to any legal or equitable proceedings.
- (d) radioactive contamination, nuclear radiation, nuclear reaction or the explosion or malfunction of a nuclear weapon, device or facility, WAR or their consequences;
- (e) wear or tear, shrinkage, evaporation, gradual deterioration, rust, corrosion, change of weight, leakage of contents, inherent vice, latent or hidden defect, mechanical breakdown or derangement. This exclusion does not apply to ensuing LOSS not otherwise excluded;
- (f) interruption of business, delay or reduction of market or use;

This exclusion does not apply to interruption of business when BUSINESS INCOME CONTINUATION is shown in the declarations;

- (g) insects or vermin; dampness or dryness of atmosphere; extremes or changes in temperature; interruption of power or other utility services, heating, refrigeration or cooling;
- (h) marring or scratching of property, exposure to light, contamination, change in color, flavor, texture or finish.

- (i) animals, birds, mould, fungus, decay, wet or dry rot; smog, smoke, vapor or gas from agricultural or industrial operations; settling, cracking, shrinkage, bulging or expansion of foundations, walls, floors, roofs, or ceilings.
- (j) faulty, inadequate or defective:
 - 1) planning, zoning, development, surveying, siting;
 - (2) design, specifications, construction, grading, compaction;
 - (3) materials used in construction;
 - (4) workmanship or materials involved in repairs, alterations, remodeling, renovation or installation.
- (k) acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;
- (l) earth movement, including but not limited to earthquake, volcanic eruption, explosion or effusion, landslide, mudflow or mudslide, earth sinking, rising, or shifting. This exclusion does not apply when earthquake is shown in the declarations as covered, subject to the following:
 - (1) coverage will be provided only for earthquake, landslide, or the eruption, explosion or effusion of a volcano other than volcanic action;
 - (2) any series of earthquake shocks within 168 hours will be considered one earthquake;
 - (3) any LOSS due to earthquake is excluded if the earthquake occurs before the date earthquake is shown in the declarations or after coverage is canceled.
- (m) consequential loss of any nature, any unexplained or mysterious disappearance, shortage disclosed by the taking of inventory or from the calculation of profit or loss;
- (n) electrical injury, disturbance, or arcing to electrical appliances, devices, fixtures, or wiring caused by artificially generated electrical currents;

(o) flood, surface water, waves, tidal wave or water, backup of sewers or drains, overflow of streams or other bodies of water, or their spray, all whether or not driven by wind; underground water that exerts pressure on, flows, seeps or leaks through foundations, walls, basement and other floors, or through doors, windows or any opening in any of them. This exclusion does not apply when flood is shown in the declarations as covered, subject to the following:

(1) coverage will be provided for the spreading of water over land not usually covered by water, including flood caused by surface water, waves, tidal wave or water, overflow of streams or other bodies of water, or their spray, wind driven water, mudslide, mudflow; or

(2) coverage does not apply to backup of sewers and drains nor to underground water that exerts pressure on, flow, seeps or leaks through foundations, walls, basement and other floors, or through doors, windows or any opening in any of them;

(p) rain, snow, ice or sleet to property in the open. This exclusion does not apply to YOUR property in the custody of a carrier for hire;

(q) freezing for LOSS under BUSINESS INCOME CONTINUATION;

(r) enforcement of any ordinance or law regulating:

(1) any cost of demolition or clearing the site of undamaged portion of the BUILDING;

(2) any greater cost of repair, construction or reconstruction;

(s) collapse, except when caused by an insured peril to the covered property;

(t) weather conditions, if they contribute in any way to a LOSS as excluded in (d), (l), (n) or (r);

(u) explosion, rupture or bursting of any pipes (below ground level), drains or flues;

(v) fire; lightning; smoke; explosion; windstorm; hail; weight of snow, ice or sleet; sinkhole collapse; vandalism, malicious mischief; riot; civil commotion. This exclusion does not apply to windstorm or hail when windstorm or hail are shown in the declarations as covered;

(w) leakage from fire extinguishing equipment; accidental discharge or leakage of water or steam as a direct result of the breaking or cracking of any part of a system or appliance containing water or steam;

(x) aircraft or its falling parts; actual physical contact of an auto with the insured property;

(y) suspension, lapse, or cancellation of a lease, license, contract or order;

(z) interference by strikers, or others, at the LOCATION.

EXCLUSIONS - PROPERTY - WE will not pay for LOSS to:

(a) land, water, bridges, roadways, walks, patios, paved surfaces, AUTOS, aircraft, animals, crops;

(b) plants, lawns, trees and shrubs, other than those used to decorate the interior of a BUILDING;

(c) coins, currency, notes, bonds, securities, stamps, accounts, bills, evidences of debt, letters of credit, passports, tickets;

(d) watercraft; (1) over 35 feet in length; (2) when used for nonbusiness purposes, regardless of length; (3) operated in, or in practice or preparation for any prearranged or organized race, rally, speed, demolition, or competitive contest or stunting activity; (4) from LOSS caused by or resulting from freezing;

(e) gold, silver, platinum, bullion, and other precious metals and alloys (or any objects made of or containing any of them); furs, jewels, jewelry, watches, pearls, precious or semi-precious stones; paintings, etchings, water-

colors or similar artistic renderings;

(f) glassware, statuary, bric-a-brac, marble, porcelain, ceramics and other fragile or brittle property from LOSS due to breakage. This exclusion does not apply to:

- (i) glass that is a part of the BUILDING;
- (ii) containers of CONTENTS;

(g) radio or television antenna or tower over 25 feet in height from the ground or surface where it is anchored;

(h) fences, swimming pools and related equipment, retaining walls which are not part of the BUILDING, bulkheads, piers, pilings, wharves, or docks, if LOSS is caused by freezing or thawing, impact of watercraft, or by pressure or weight of ice or water, even if driven by wind;

(i) property, other than BUILDINGS, YOU rent or lease to others, once they have custody of the property;

(j) CONTENTS or the interior of a BUILDING if LOSS is caused by rain, snow, ice, sleet, sand, or dust, even if wind driven;

(k) BUILDING, CONTENTS, or IMPROVEMENTS AND BETTERMENTS if the BUILDING has been vacant over sixty consecutive days and YOU failed to notify US in writing within that time.

This exclusion does not apply if the BUILDING is described in Item 2 of the declarations as "vacant", except to LOSS to plumbing heating, air conditioning or fire protective systems or similar equipment or appliances (or for leakage or overflow from any of them) caused by freezing when:

- (i) YOU do not do everything YOU can to keep the BUILDING heated;
- (ii) YOU do not drain the water bearing systems and shut off the water supply when the heat is not maintained;

"Vacant" means a BUILDING that does not contain enough CONTENTS to conduct customary operations;

(l) DATA or MEDIA that cannot be replaced with others of the same kind or quality.

THE MOST WE WILL PAY - LOSS payment will not reduce the amount of insurance under this Coverage Part. The most WE will pay for any one LOSS to BUILDING and CONTENTS or for BUSINESS INCOME CONTINUATION at the LOCATION(S) is the least of the following:

- (a) the cost to repair the BUILDING or CONTENTS with like kind and quality;
- (b) the REPLACEMENT COST of the BUILDING or CONTENTS, unless ACTUAL CASH VALUE is shown in the declarations, and then for the ACTUAL CASH VALUE of that property. WE will not pay REPLACEMENT COST of the BUILDING until YOU have actually repaired or replaced the BUILDING for the same occupancy and use. YOU must repair or replace the BUILDING within a reasonable time after LOSS;
- (c) the applicable limit of liability shown in the declarations for the covered peril under BUILDING, CONTENTS, or BUSINESS INCOME CONTINUATION;
- (d) the catastrophe limit shown in the declarations.

WE WILL ALSO PAY - In addition to payments in THE MOST WE WILL PAY provision, WE will also pay, after LOSS, up to \$25,000 for expenses to extract POLLUTANTS from land or water at the premises shown in the declarations if the pollution results from LOSS to property insured by this Coverage Part. These expenses will be paid only if they are reported to US within 180 days of the date of the LOSS.

This is the most WE will pay during each policy period. It does not apply to expenses to test for, monitor or assess the existence, concentration or effects of POLLUTANTS, except for testing performed in the process of extracting POLLUTANTS as covered in this extension.

HOW WE WILL PAY - At OUR option, WE will pay for, repair, or replace the damaged or destroyed property. WE will advise YOU of OUR option within 30 days after WE receive YOUR sworn proof of LOSS. Before payment of LOSS, WE may take all or any part of the salvage at the agreed or appraised value. There will be no abandonment to US. Once the amount of LOSS payment is determined, WE will pay either YOU or the owner of the property within 60 days of OUR receipt of YOUR sworn proof of LOSS.

HOW WE WILL PAY - BUSINESS INCOME CONTINUATION - WE will pay the actual LOSS of GROSS PROFIT YOU sustained or EXTRA EXPENSE YOU incurred.

DEDUCTIBLES - After the amount of LOSS has been determined under THE MOST WE WILL PAY, WE will subtract the deductible shown in the declarations.

DEBRIS REMOVAL - WE will pay the cost incurred of removing debris at the LOCATION following a LOSS insured by this Coverage Part, subject to the following:

- (a) the expense will be paid only if reported to US in writing within 180 days of the LOSS;
- b) the most WE will pay is 25% of the LOSS before the application of the deductible. WE will not, however, pay more than the applicable limit (as stated in the declarations) for the entire LOSS including the debris removal expenses;
- (c) WE will not pay for the expenses to clean up, remove, contain, treat, detoxify or neutralize POLLUTANTS or to replace polluted land or water.

YOUR DUTIES AFTER LOSS - YOU must:

- (a) protect the property whether or not this insurance applies. Any further LOSS due to YOUR failure to do so will not be covered by this insurance. WE will pay all reasonable expenses YOU incur for such protection;

- (b) notify US as soon as possible;
- (c) as often as may be reasonably required, permit US to inspect the damaged property prior to its repair or replacement and to examine YOUR books and records. Also permit US to take samples of damaged and undamaged property for inspection, testing and analysis, and to make copies from YOUR books and records;
- (d) give US complete inventories of damaged and undamaged property, including quantities, costs, values and the amount of LOSS claimed;
- (e) submit to US a sworn proof of LOSS within 60 days. WE may examine any INSURED under oath, while not in the presence of any other INSURED and at such times as may be reasonably required, about any matter relating to this insurance or the LOSS, including an INSURED'S books and records. In the event of an examination, an INSURED'S answers must be signed;
- (f) cooperate and assist US in the investigation, settlement, defense, enforcement of contribution or indemnification of any LOSS.

YOU may not, except at YOUR expense, make any offer or payment, assume any obligation or incur any expenses unless otherwise permitted by this Coverage Part.

REDUCTION OF LOSS - After a LOSS of BUSINESS INCOME CONTINUATION, YOU must do all YOU can do to reduce LOSS by:

- (a) restoring the damaged, destroyed, or stolen property as soon as possible;
- (b) resuming operations at the LOCATION whether damaged or not, or at other premises available to YOU, even if the operations are only partial;
- (c) using CONTENTS at other LOCATIONS or elsewhere.

SUBROGATION - YOU and each INSURED must do all in their power to preserve their rights to recover from others. Once WE have made a payment under this policy, whether or not YOU or an INSURED are fully compensated, YOUR or an INSURED'S rights to recover from others become OUR rights.

NO BENEFIT TO BAILEE - This insurance will not benefit, directly or indirectly, any carrier or bailee.

POLICY TERRITORY - This policy covers anywhere in the United States of America, its territories or possessions, or Canada. With respect to watercraft, this insurance also covers while the watercraft is afloat within fifty nautical miles from the coastal shoreline of the 48 contiguous United States, the District of Columbia, or Canada.

**PROPERTY
UNICOVER COVERAGE PART 330**

This Coverage Part applies only when it is shown in the declarations. Such insurance applies only to those insureds, security interests and locations designated for each coverage as identified in declarations item 2 by letter(s) or number.

The General Conditions apply except as amended or replaced in this Coverage Part.

INSURING AGREEMENT - WE will pay for LOSS to the property scheduled at the LOCATIONS from any cause, except as excluded or as stated otherwise in the declarations.

WE have the right and duty to defend any suit against YOU with respect to LOSS to STOCK or EQUIPMENT of others for which YOU are legally liable. WE may investigate and settle any claim or suit WE consider appropriate. OUR payment of the limit, shown in the declarations as applicable to such property, ends OUR duty to defend.

WE have no right or duty to defend suits for LOSS not covered by this Coverage Part.

DEFINITIONS - When used in this Coverage Part:

"ACTUAL CASH VALUE" means, with respect to:

- (a) BUILDING or EQUIPMENT (except DATA, IMPROVEMENTS AND BETTERMENTS, MEDIA and Property of Others), its replacement cost less actual (not tax) depreciation;
- (b) STOCK, its replacement cost; for STOCK installed in YOUR customer's AUTO it includes the cost of labor, less overhead and profit;
- (c) Property of Others, the amount YOU are legally liable;
- (d) DATA, the actual cost incurred to reproduce it;
- (e) MEDIA, the cost of replacing or reproducing it;
- (f) Building glass, the cost of replacement with safety glazing material if required by law;

(g) IMPROVEMENTS AND BETTERMENTS, the actual cost of the repairs or replacement, if YOU repair or replace the damaged property at YOUR own expense within a reasonable time after the LOSS. If YOU do not repair or replace within a reasonable time, ACTUAL CASH VALUE will be determined by multiplying the original cost of the improvement or betterment by the unused portion of YOUR lease. The unused portion is the percentage relationship between the amount of time left on YOUR lease at the time of LOSS and the amount of time left on YOUR lease when YOU made the improvement;

(h) EMPLOYEE TOOLS, their replacement cost.

"ADDITIONAL PROPERTY" means, if not insured by this or any other insurance:

- (a) a BUILDING owned by, or rented or leased to YOU for use in YOUR business which is set apart and not attached or connected (other than by a fence, utility line or similar connection) to a BUILDING insured in the declarations;
- (b) CONTENTS, EQUIPMENT and STOCK in a BUILDING described in (a) above;
- (c) fences, light post and signs used in YOUR business not at a LOCATION.

ADDITIONAL PROPERTY does not mean BUILDINGS under construction.

"AUTO" means any type of land motor vehicle, (whether crated or not), trailer or semi-trailer, farm tractor or implement, and equipment permanently attached to it.

"BREAKDOWN" means a sudden and accidental breakdown of mechanical or electrical EQUIPMENT, or its part, which is in use or connected and ready for use. At the time the breakdown occurs, it must manifest itself by physical damage to the EQUIPMENT that requires repair or

replacement. EQUIPMENT, as used in this definition, includes:

- (a) boilers or fired vessels;
- (b) unfired vessels subject to vacuum or internal pressure other than weight of contents;
- (c) all vessels, coils and piping that contain refrigerant or other medium for cooling, humidifying or space heating;
- (d) piping and accessory equipment;
- (e) all gears, gear sets, fans, blowers and shafts forming part of the EQUIPMENT, together with any coupling, clutch, wheel or bearing on that shaft;
- (f) equipment included in parts (a) and (b) of the BUILDING definition.

"BUILDING" means the structure at the LOCATIONS shown in the declarations. It includes:

- (a) machinery, fixtures and equipment permanently made a part of the structure;
- (b) machinery, equipment, materials, and supplies, owned by YOU or in YOUR care, custody or control, which are necessary for service or maintenance of the structure or the premises on which it is located;
- (c) fences, signs, and light posts, owned by YOU and within 1,000 feet of the structure. Signs are not covered for LOSS caused by rain, snow or sleet;
- (d) foundations, whether above or below ground, including the costs of excavations, grading, backfilling or filling;
- (e) architect's fees;
- (f) completed additions and, if not covered by other insurance:
 - (i) additions under construction, alterations and other repairs to the building;
 - (ii) materials, machinery, tools, equipment, supplies and temporary structures, owned by YOU or for which YOU are legally liable, used for making additions, alterations or repairs to the structure. Part (ii) does not apply to LOSS to machinery, tools and equipment when away from the LOCATION.

"CONTENTS" means STOCK and EQUIPMENT.

"DATA" means a representation of facts, concepts or instructions in a formalized manner on MEDIA.

"EMPLOYEE TOOLS" means tools, equipment, materials and supplies owned by YOUR employees, and used in YOUR business when in YOUR BUILDING. It also means such property while being used to service or repair AUTOS as part of YOUR business away from YOUR BUILDING.

"EQUIPMENT" means furniture, fixtures, machinery, equipment, DATA, MEDIA, fences, light posts, signs, materials, and supplies used in the conduct of YOUR business, either owned by YOU or for which YOU are legally liable. If YOU do not own the BUILDING in which the EQUIPMENT is contained, it also includes IMPROVEMENTS and BETTERMENTS.

EQUIPMENT does not include property as defined in AUTO, BUILDING, EMPLOYEE TOOLS, or STOCK;

"EXTENDED THEFT" means:

- (1) theft or larceny caused by YOUR voluntarily parting with evidence of a title to or possession of STOCK when induced to do so by:
 - (a) a forged or counterfeit instrument used in payment;
 - (b) a check or other instrument written on an account closed before the instrument is presented for payment;
 - (c) a credit application on which the name, social security number or signature of the applicant is false or forged;
 - (d) any other criminal scheme, criminal trick or criminal device which induces YOU, at that time, to part with evidence of title to or possession of STOCK;
- (2) YOUR having acquired STOCK from a seller who did not have legal ownership;

(3) the unauthorized possession (without intent to return) of STOCK by YOUR customer while:

- (i) the STOCK temporarily replaces customer's STOCK in for repair;
- (ii) awaiting delivery of STOCK purchased from YOU;
- (iii) on demonstration.

"EXTRA EXPENSE" means the necessary expenses YOU incur to return YOUR operation to as near to normal as possible after a LOSS, such expense being over and above the total cost that would have been incurred to conduct YOUR operation had no LOSS occurred. "EXTRA EXPENSE" does not mean loss of income or normal cost of repairing or replacing real or personal property, books of accounts, abstracts, drawings, card index systems or other records of any kind. Any salvage value of property obtained for temporary use during the period of restoration will be deducted from the LOSS.

"IMPROVEMENTS AND BETTERMENTS" means, when not legally removable by YOU:

- (1) YOUR use interest in changes (other than maintenance) YOU made in a BUILDING not owned by YOU which enhances its value;
- (2) YOUR use interest in changes YOU acquired in a BUILDING not owned by YOU which enhances its value;
- (3) a BUILDING YOU have not otherwise insured that is situated on land YOU lease.

"LOCATION" means the premises scheduled in the declarations, including any insured STOCK or EQUIPMENT in the open within 1,000 feet. The 1,000 feet limitation does not apply to watercraft.

"LOSS" means direct physical loss or damage occurring during the Coverage Part period. With respect to EXTENDED THEFT, all transactions with any one person, organization, group of individuals or ring will be deemed to be one LOSS.

"MEDIA" means the material on which YOU record DATA. It includes computer programs,

records, books, films, tapes, drawings, deeds, maps, mortgages, manuscripts and other documents.

"POLLUTANTS" means any solid, liquid, gaseous, or thermal irritant or contaminant, including (but not limited to) smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. "Waste" includes (but is not limited to) materials to be recycled, reconditioned or reclaimed.

"SPECIFIED PERILS" means LOSS caused by:

- (1) fire; lightning; smoke; explosion; wind-storm; hail; weight of snow, ice or sleet; vandalism; malicious mischief; riot; civil commotion;
- (2) leakage from fire extinguishing equipment; accidental discharge or leakage of water or steam as a direct result of the breaking or cracking of any part of a system or appliance containing water or steam;
- (3) aircraft or its falling parts; actual physical contact of an AUTO with the insured property;
- (4) removal of covered property from LOCATIONS endangered by an insured peril.

"STOCK" means goods or products YOU sell or service which are owned by YOU or similar property of others for which YOU are legally liable. It also means parts and materials, including the cost of labor, YOU install or others install for YOU, in YOUR customer's AUTOS, but only when LOSS (except by EXTENDED THEFT) occurs before YOU relinquish possession of the AUTO to the customer. "STOCK" does not include property as defined in AUTOS, EMPLOYEE TOOLS or EQUIPMENT.

"UNNAMED PERILS" means all causes of LOSS not defined in SPECIFIED PERILS and BREAK-DOWN, or excluded.

WHO IS AN INSURED - With respect to LOSS under this Coverage Part, only YOU.

EXCLUSION - PERILS - WE will not pay for LOSS caused directly or indirectly by any of the following; such LOSS is excluded regardless of any other cause or event that takes place at the same time or in any sequence to such LOSS:

- (a) theft or larceny caused by YOUR voluntarily parting with evidence of ownership or possession of the insured property, except by EXTENDED THEFT;
- (b) any dishonest, fraudulent, criminal or intentional act committed by (1) any person or organization to whom YOU entrust the property, or (2) YOU or any of YOUR partners, executive officers, employees, stockholders, agents, other party in interest, acting alone or in collusion with others.

This exclusion does not apply:

- (i) to acts of destruction (other than by theft or EXTENDED THEFT) by YOUR employees when they are acting without the knowledge of YOUR partners or executive officers;
- (ii) under part (1) of the exclusion, to EXTENDED THEFT;
- (c) confiscation by duly constituted governmental or civil authority, or due to any legal or equitable proceedings;
- (d) radioactive contamination, nuclear radiation, nuclear reaction or the explosion or malfunction of a nuclear weapon, device or facility, WAR, or their consequences;
- (e) wear or tear, shrinkage, evaporation, gradual deterioration, rust, corrosion, change of weight, leakage of contents, inherent vice, latent or hidden defect, mechanical breakdown or derangement. This exclusion does not apply to ensuing LOSS not otherwise excluded nor to LOSS caused by mechanical breakdown when BREAKDOWN is shown in the declarations;
- (f) interruption of business, delay, reduction of market or use;
- (g) insects or vermin; dampness or dryness of atmosphere; extremes or changes in temperature; interruption of power or other utility services, heating, refrigeration or cooling. This exclusion does not apply to:

- (1) ensuing loss by a SPECIFIED PERIL;
- (2) interruption of power or other utility services, heating or cooling for ensuing LOSS by SPECIFIED PERILS, UN-NAMED PERILS or BREAKDOWN;

- (h) marring or scratching of property, exposure to light, contamination, change in color, flavor, texture or finish. This exclusion does not apply to LOSS caused by a SPECIFIED PERIL or BREAKDOWN;

- (i) animals, birds, mould, fungus, decay, wet or dry rot; smog, smoke, vapor or gas from agricultural or industrial operations; settling, cracking, shrinkage, bulging or expansion of foundations, walls, floors, roofs, or ceilings. This exclusion does not apply to any ensuing LOSS:

- (1) caused by SPECIFIED PERILS, except to ensuing LOSS from smog, smoke, vapor or gas from agricultural or industrial operations;
- (2) to roofs caused by the weight of ice, snow, or sleet on the roof;
- (3) to glass, if caused by animals or birds;
- (4) caused by fire from smog, smoke, vapor or gas from agricultural or industrial operations;
- (5) caused by BREAKDOWN;

- (j) faulty, inadequate, or defective:

- (1) planning, zoning, development, surveying, siting;
- (2) design, specifications, construction, grading, compaction;
- (3) materials used in construction;
- (4) workmanship or materials involved in repairs, alterations, remodeling, renovation or installation.

This exclusion does not apply to ensuing LOSS not otherwise excluded, except to errors or omissions in the programming of, or instructions to, EQUIPMENT;

- (k) acts or decisions, including the failure to act

or decide, of any person, group, organization, or governmental body. This exclusion does not apply to ensuing LOSS not otherwise excluded;

- (l) earth movement, including but not limited to earthquake, volcanic eruption, explosion or effusion, landslide, mudflow or mudslide, earth sinking, rising, or shifting. If fire or explosion follows, WE will pay only for the LOSS by fire or explosion. This exclusion does not apply to property in transit or glass;
- (m) consequential LOSS of any nature, any unexplained or mysterious disappearance, shortage disclosed by the taking of an inventory or from the calculation of profit or loss;
- (n) electrical injury, disturbance, or arcing to electrical appliances, devices, fixtures, or wiring caused by artificially generated electrical currents. If fire or explosion follows, WE will pay only for the LOSS by fire or explosion.

This exclusion does not apply to LOSS by BREAKDOWN when the artificially generated electrical current originates on the premises scheduled in the declarations;

- (o) flood, surface water, waves, tidal wave or water, overflow of streams or other bodies of water, or their spray, all whether or not driven by wind; underground water that exerts pressure on, flows, seeps or leaks through foundations, walls, basement and other floors, or through doors, windows, or any opening in any of them. If fire, explosion or BREAKDOWN follows, WE will pay only for the LOSS by fire, explosion or BREAKDOWN;
- (p) rain, snow, ice or sleet to property in the open. This exclusion does not apply to BUILDINGS, radio or television antenna or tower, or YOUR property in the custody of a carrier for hire;
- (q) BREAKDOWN:
 - (1) due and confined to:
 - (i) leakage of any valve, fitting, shaft seal, gland packing, joint or connec-

- tion;
- (ii) breakdown of any structure or foundation supporting the EQUIPMENT or any of its parts;
- (iii) the functioning of any safety or protective device;

(2) to any of the following:

- (i) sewer piping, underground gas piping, or piping forming a part of fire extinguishing equipment;
 - (ii) ovens, stoves or furnaces;
 - (iii) boiler settings;
 - (iv) insulating or refractory material;
 - (v) EQUIPMENT undergoing a hydrostatic, pneumatic, or gas pressure test;
 - (vi) equipment used for processing or manufacturing;
- (r) enforcement of any local or state ordinance or law regulating:
 - (1) any cost of demolition or clearing the site of undamaged portion of the BUILDING;
 - (2) any greater cost of repair, construction, or reconstruction;
 - (s) collapse, except when caused by SPECIFIED PERILS, UNNAMED PERILS or BREAKDOWN to the covered property;
 - (t) weather conditions, if they contribute in any way to a LOSS as excluded in (d), (l), (n) or (r). This exclusion does not apply to ensuing LOSS not otherwise excluded;
 - (u) explosion, rupture or bursting of any pipes (below ground level), drains or flues. This does not apply to such pipes, drains or flues within the BUILDING;
 - (v) EXTENDED THEFT:
 - (1) due solely because of an undisclosed lien;
 - (2) under part (1)(c) of the definition of EXTENDED THEFT, after a payment is made;
 - (3) due solely to an insufficient funds check;
 - (4) due to incorrect information on a credit

application except as covered under part (1)(c) of the definition of EXTENDED THEFT;

(5) under part (1)(d) of the definition of EXTENDED THEFT, due to non-payment, for any reason, of any credit YOU extend. This includes bankruptcy, other insolvency proceedings or failure to honor post-dated checks.

EXCLUSIONS - PROPERTY - WE will not pay for LOSS to:

- (a) land, water, bridges, roadways, walks, patios, paved surfaces, AUTOS, aircraft, animals, crops;
- (b) plants, lawns, trees, and shrubs, other than those used to decorate the interior of a BUILDING;
- (c) coins, currency, notes, bonds, securities, stamps, accounts, bills, evidences of debt, letters of credit, passports, tickets;
- (d) watercraft: (1) over 35 feet in length; (2) when used for nonbusiness purposes, regardless of length; (3) operated in, or in practice or preparation for any prearranged or organized race, rally, speed, demolition, or competitive contest or stunting activity; (4) from LOSS caused by or resulting from freezing;
- (e) gold, silver, platinum, bullion, and other precious metals and alloys (or any objects made of or containing any of them); furs, jewels, jewelry, watches, pearls, precious or semi-precious stones; paintings, etchings, watercolors, or similar artistic renderings;

Except with respect to paintings, etchings, watercolors and similar artistic renderings, this exclusion applies only to LOSS by theft or EXTENDED THEFT;

(f) glassware, statuary, bric-a-brac, marble, porcelain, ceramics, any other fragile or brittle property from LOSS due to breakage. This exclusion does not apply to:

(i) glass that is a part of the BUILDING;

(ii) containers of STOCK;

(iii) LOSS caused by SPECIFIED PERILS or BREAKDOWN;

(g) radio or television antenna or tower over 25 feet in height from the ground or surface where it is anchored;

(h) fences, swimming pools and related equipment, retaining walls which are not part of the BUILDING, bulkheads, piers, pilings, wharves, or docks, if LOSS is caused by freezing or thawing, impact of watercraft, or by pressure or weight of ice or water, even if driven by wind;

(i) property, other than BUILDINGS, YOU rent or lease to others, once they have custody of the property;

(j) CONTENTS, EMPLOYEE TOOLS, or the interior of a BUILDING if LOSS is caused by rain, snow, ice, sleet, sand, or dust, even if wind driven. This exclusion does not apply if it comes through an opening caused by a SPECIFIED PERIL or BREAKDOWN;

(k) BUILDING, CONTENTS, EQUIPMENT, EMPLOYEE TOOLS, IMPROVEMENTS AND BETTERMENTS or STOCK if the BUILDING has been vacant over sixty consecutive days and YOU failed to notify US in writing within that time.

This exclusion does not apply if the BUILDING is described in Item 2 of the declarations as "vacant", except to LOSS to plumbing, heating, air conditioning or fire protective systems or similar equipment or appliances (or for leakage or overflow from any of them) caused by freezing when:

(i) YOU do not do everything YOU can to keep the BUILDING heated;

(ii) YOU do not drain the water bearing systems and shut off the water supply when the heat is not maintained;

"vacant" means a BUILDING that does not contain enough CONTENTS, EQUIPMENT, or STOCK to conduct customary operations;

- (l) DATA or MEDIA that cannot be replaced with others of the same kind or quality;

YOU MUST REPORT - YOU must report the full required values of all property (indicated in the declarations as "RPTD") as of the last business day of that month. WE must receive the report within 15 days after the end of each calendar month. YOU may not correct inaccurate reports after LOSS.

THE MOST WE WILL PAY - LOSS payment will not reduce the amount of insurance under this Coverage Part. The most WE will pay for any one LOSS, to the property at the LOCATIONS is the least of the following:

- (a) the ACTUAL CASH VALUE of repairs to the property with like kind and quality;
- (b) the ACTUAL CASH VALUE of replacement for the property with like kind and quality;
- (c) if the property is to be reported, the percentage the last report (received by US prior to the LOSS) bears to the ACTUAL CASH VALUE of such property that should have been reported;
- (d) if, at the time of LOSS, YOU have failed to file all required reports of values, WE will pay no more than the amounts shown on the last report received by US prior to the LOSS. If the delinquent report is the first one due, WE will pay no more the 75% of the limit stated in the declarations;
- (e) if the property is subject to a coinsurance percentage, as shown in the declarations, LOSS will be determined by the Coinsurance Condition of this Coverage Part;
- (f) up to \$50,000 per LOSS for EXTENDED THEFT;
- (g) the limit stated in the declarations for the LOCATION.

However, if at the time of the LOSS:

- (1) YOU have reported as required under YOU MUST REPORT,
- (2) YOU reported the full required values of all property on each report, and
- (3) the last report due before the LOSS is not delinquent,

part (g) of THE MOST WE WILL PAY is changed for property required to be reported to read "(g) 125% of the limit stated in the declarations."

COINSURANCE - WE will determine the ACTUAL CASH VALUE of the insured property at the time of LOSS, multiply it by the coinsurance percentage (shown in the declarations for the property) to obtain the "proper amount" of insurance YOU should have purchased. WE will divide the limit for the property by the "proper amount" to obtain the "recovery ratio" WE will multiply the LOSS by the "recovery ratio" to determine the amount payable.

If the LOSS is less than 2% of the total amount of insurance YOU have on the damaged property, WE will not require an inventory of the undamaged property to establish the ACTUAL CASH VALUE of the insured property . This will not waive the application of this Condition.

DEDUCTIBLES - After the amount of LOSS has been determined under THE MOST WE WILL PAY and the COINSURANCE Condition applied, WE will subtract the deductible shown in the declarations. If YOU have a LOSS that involves more than one peril insured, BUILDING, LOCATION, or item of property, WE will apply one deductible to the LOSS. That deductible will be the largest one applicable to the LOSS. The most WE will deduct from a LOSS to glass is \$100.

DEBRIS REMOVAL - WE will pay the cost incurred of removing debris of the covered property at the LOCATION following a LOSS insured by this Coverage Part, subject to the following:

- (a) the expenses will be paid only if reported to US in writing within 180 days of the earlier of (1) the date of LOSS or (2) the end of the Coverage Part period;
- (b) the most WE will pay is 25% of the LOSS before the application of any deductible. WE will not, however, pay more than the applicable limit (as stated in the declarations) for the entire LOSS including the debris removal expenses;
- (c) WE will not pay for the expenses to clean up, remove, contain, treat, detoxify or neutralize POLLUTANTS or to replace polluted land or water.

SUPPLEMENTAL LIMITS - The following SUPPLEMENTAL LIMITS apply in addition to the limit shown in the declaration. YOU can use:

If BUILDING(S) is insured:

- (a) up to 25% of the total limits for all insured BUILDINGS, but not for more than \$250,000, to apply to:
 - (1) each BUILDING acquired, rented, or leased by YOU for use in YOUR business. If YOU are not required to insure the rented or leased BUILDING, this extension provides only coverage as afforded by Endorsement No. 020. (FIRE LIABILITY)

Part (1) of this extension ends the earlier of (1) 90 days from the first day of acquisition, rental or lease, (2) the date YOU report the BUILDING to US, or (3) the expiration date of this policy. WE will charge YOU premium from the first day of acquisition, rental or lease;

- (2) each BUILDING while being constructed for use in YOUR business.

Part (2) of this extension ends the earlier of (1) 30 days from the start of the construction, (2) the date YOU

report the construction to US, or (3) the expiration date of this policy. WE will charge YOU premium from the start of construction;

- (b) up to 10% of the total limits for all insured BUILDINGS, but not for more than \$10,000 to apply to BUILDINGS described under ADDITIONAL PROPERTY. This is the most WE will pay regardless of the number of such BUILDINGS involved in a LOSS.

If BUILDING, CONTENTS, EQUIPMENT or STOCK are insured:

- (a) up to \$25,000 to pay for the expense to extract POLLUTANTS from the land or water at a LOCATION if the pollution results from a LOSS to property insured by this Coverage Part. The expenses will be paid only if they are reported to US within 180 days of the date of LOSS.

Extension (a) applies to each LOCATION separately and is the most WE will pay during each Policy Period. It does not apply to expenses to test for, monitor or assess the existence, concentration or effects of POLLUTANTS, except for testing performed in the process of extracting POLLUTANTS as covered in this extension;

- (b) up to \$1,000 for YOUR liability for fire department service charges assumed under a contract or agreement, or required by local ordinance. This extension applies only to the service charge, not to any liability for injury to any person or property from any cause. No deductible applies to this extension;
- (c) up to \$2,500 for trees, shrubs, lawns, or plants (including the cost to remove debris) used for outside decoration at each LOCATION insured. This extension is limited to \$250 per tree, shrub, or growing plant. Exclusion (b) of EXCLUSIONS - PROPERTY does not apply to this

extension.

If CONTENTS, EQUIPMENT or STOCK are insured:

(a) up to 10% of the total limits for such insured property, but not for more than \$100,000, to apply to either:

(1) such property in each BUILDING YOU acquire, rent, or lease for use in YOUR business; or

(2) each BUILDING acquired, rented or leased by YOU, or while under construction, for use in YOUR business. If YOU are not required to insure the BUILDING, this extension provides only fire liability coverage as afforded by Endorsement No. 020.

Part (2) does not apply if insurance is provided for BUILDINGS in this Supplemental Limits Condition;

(b) up to 10% of the limit for such insured property at the LOCATION, but not for more than \$10,000, to apply to damage to the BUILDING at the LOCATION caused by thieves. This extension applies only if YOU do not own the BUILDING and are legally liable for such LOSS;

(c) up to 10% of the total limits for such insured property, but not for more than \$10,000 for any one LOSS to apply to parts (b) and (c) of the ADDITIONAL PROPERTY definition;

(d) up to 10% of the total limits for such insured property, but not for more than \$10,000 for any one LOSS to apply to EXTRA EXPENSE.

Parts (a) and (b) of this extension end the earliest of: (1) 90 days from the first day of acquisition, rental or lease, 30 days from the start of construction; (2) the date YOU report the BUILDING to US; (3) the expiration date of this policy. WE will charge YOU premium from the first day of acquisition, construction, rental or lease.

If CONTENTS or EQUIPMENT is insured:

(a) up to \$10,000 on EQUIPMENT rented by YOU to others. Exclusion (1) of EXCLUSIONS - PROPERTY does not apply to this extension;

(b) up to \$10,000 for each painting, etching, watercolor, or similar artistic rendering owned by YOU and used to decorate the interior of a BUILDING, but not for more than \$50,000 for any one LOSS;

(c) up to 10% of the total limits for all such property but not for more than \$25,000 to apply to all duplicate and backup DATA and MEDIA stored at premises other than a LOCATION. Such storage must be more than 100 feet from any LOCATION;

(d) up to \$2,500 on gold, silver, platinum, bullion and other precious metals (or objects made of any of them), jewels, jewelry, watches, pearls, precious or semi-precious stones, and furs owned by YOU for LOSS due to theft;

(e) up to \$2,500 on any personal property, other than EMPLOYEES TOOLS, owned by YOUR partners, officers or employees, subject to a maximum payment of \$500 per person for LOSS by theft.

Exclusion (e) of EXCLUSIONS - PROPERTY does not apply to (b), (d) or (e) above;

(f) up to 10% of the total limits for such insured property, but not for more than \$10,000, to apply to EMPLOYEE TOOLS. This extension is subject to the following:

(1) this extension does not apply if EMPLOYEE TOOLS is an item of property already insured at any LOCATION;

(2) only the SPECIFIED PERILS apply;

(3) coverage is limited to \$500 per employee per LOSS;

(g) up to \$1,000 for expenses actually incurred to recharge any pressurized automatic extinguishing system due to discharge. No deductible applies to this extension.

If EMPLOYEES TOOLS is insured:

up to 20% of the total limits for such insured property, but not for more than \$50,000 to apply to EMPLOYEES TOOLS in each BUILDING YOU acquire, rent or lease for use in YOUR business.

This extension ends the earlier of (1) 90 days from the first day of acquisition, rental or lease, (2) the date YOU report the BUILDING to US, or (3) the expiration date of this policy. WE will charge YOU premium from the first day of acquisition, rental or lease.

The Coinsurance Condition of this Coverage Part does not apply to these extensions.

SUSPENSION - When EQUIPMENT has been found to be in, or exposed to, a dangerous condition, WE may immediately suspend BREAK-DOWN coverage with respect to that EQUIPMENT. WE will do this by delivering or mailing a written notice of suspension to YOUR address, as shown in the declarations, or to the address of the location of the EQUIPMENT.

Such suspension will apply to all parties at interest, including but not limited to YOU, any Additional Insured, Loss Payee, Mortgagee, or owner of any property in YOUR care, custody or control.

Once suspended, reinstatement will only be made by US, in writing to YOU. Any return premium due YOU will be mailed to YOU, but suspension will be effective even if WE have not yet mailed or offered a return premium.

WE WILL ALSO PAY - If this Coverage Part insures CONTENTS, STOCK, or EQUIPMENT, WE will also pay:

(a) for such insured property while in transit

or temporarily at a premises not owned, rented, leased, operated or controlled by YOU. This Condition also applies to parts (a) and (b) of BUILDING when insured by this Coverage Part.

Such coverage is limited to the amount stated in the declarations as "OTHER INSURED PROPERTY", and shall apply in addition to the limits stated in the declarations for such CONTENTS, STOCK, or EQUIPMENT;

(b) all ordinary and necessary expense incurred at OUR request, to return such property to YOU for LOSS caused by theft or EXTENDED THEFT when UNNAMED PERILS is insured. Such expenses will be part of and not in addition to the limits;

(c) for such insured property of others for which YOU are legally liable:

(i) all costs and expenses in defending an INSURED, and interest on that part of the judgment covered by this Coverage Part within OUR limits, that accrues after entry of any judgment in any SUIT WE defend, but only until WE have paid, offered to pay or deposited in court that part of the judgment that is within OUR limit;

(ii) premiums on appeal bonds or bonds to release property used to secure YOUR legal obligation, in a suit WE defend, but only for bonds within OUR limit. WE do not have to furnish or secure these bonds;

(iii) up to \$100 a day for loss of earnings (but not other income) because of attendance at hearings or trials at OUR request;

(iv) other reasonable expenses incurred at OUR request.

HOW WE WILL PAY - At OUR option, WE will pay for, repair, or replace the damaged or destroyed property. WE will advise YOU of OUR option within 30 days after WE receive YOUR sworn proof of LOSS. Before payment of LOSS,

WE may take all or any part of the salvage at the agreed or appraised value. There will be no abandonment to US. Once the amount of LOSS payment is determined, WE will pay either YOU or the owner of the property within 60 days of OUR receipt of YOUR sworn proof of LOSS.

YOUR DUTIES AFTER LOSS - YOU must:

- (a) protect the property whether or not this insurance applies. Any further LOSS due to YOUR failure to do so will not be covered by this insurance. WE will pay all reasonable expenses YOU incur for such protection;
- (b) notify US as soon as possible. Promptly send US all documents if YOU are sued or claim is made against YOU. YOU must notify the police if a law may have been broken. If LOSS is caused by EXTENDED THEFT, YOU must notify the police and file a complaint with the proper authorities (empowered to issue warrants) against the person(s) causing the LOSS;
- (c) as often as may be reasonably required, permit US to inspect the damaged property prior to its repair or replacement and to examine YOUR books and records. Also permit US to take samples of damaged and undamaged property for inspection, testing and analysis, and to make copies from YOUR books and records;
- (d) give US complete inventories of damaged and undamaged property including quantities, costs, values and the amount of LOSS claimed;
- (e) submit to US a sworn proof of LOSS within 60 days. WE may examine any INSURED under oath, while not in the presence of any other INSURED and at

such times as may be reasonably required, about any matter relating to this insurance or the LOSS, including an INSURED'S books and records. In the event of an examination, an INSURED'S answers must be signed;

- (f) cooperate and assist US in the investigation, settlement, defense, enforcement of contribution or indemnification of any LOSS.

YOU may not, except at YOUR expense, make any offer or payment, assume any obligation or incur any expenses unless otherwise permitted by this Coverage Part.

WAIVER OF SUBROGATION - YOU must protect YOUR right of recovery against others, but YOU can:

- (a) give others a written release from any responsibility for LOSS to the property, if the release is given prior to the LOSS;
- (b) accept the usual documents from a shipper, even if they limit the carrier's liability for LOSS.

NO BENEFIT TO BAILEE - This insurance will not benefit, directly or indirectly, any carrier or bailee.

OTHER AGREEMENTS - This insurance will pay only that amount of a covered LOSS in excess of the amount due from any maintenance, service or similar agreement for any property insured by this Coverage Part.

POLICY TERRITORY - This insurance covers anywhere in the United States of America, its territories or possessions, or Canada. With respect to watercraft, this insurance also covers while the watercraft, is afloat within fifty nautical miles from the coastal shoreline of the 48 contiguous United States, the District of Columbia, or Canada.

**CRIME
UNICOVER COVERAGE PART 380**

This Coverage Part applies only when it is shown in the declarations. Such insurance applies only to those insureds, security interests and locations designated for each coverage as identified in declarations item 2 by letter(s) or number.

The General Conditions apply except as amended or replaced in this Coverage Part.

INSURING AGREEMENTS

EMPLOYEE DISHONESTY - WE will pay for LOSS of MONEY, SECURITIES, and OTHER PROPERTY which YOU sustain resulting directly from any fraudulent or dishonest act or acts committed by an EMPLOYEE with manifest intent to:

- (a) cause YOU to sustain such LOSS, and
- (b) obtain financial benefit for the EMPLOYEE, or any other person or organization intended by the EMPLOYEE to receive such benefit other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions, and other EMPLOYEE benefits earned in the normal course of employment.

LOSS FROM WITHIN THE BUILDING - WE will pay for LOSS:

- (a) of MONEY and SECURITIES by the actual destruction, disappearance, or wrongful removal from the BUILDING or any BANK;
- (b) of OTHER PROPERTY by SAFE BURGLARY, ROBBERY from the BUILDING or attempt thereat;
- (c) to a locked cash drawer, cash box or cash register by illegal entry into such container within the BUILDING, wrongful removal of such container from the BUILDING or an attempt thereat of either;
- (d) for damage to the BUILDING caused by (a)(b) or (c) if YOU are the owner or are liable for the damage.

LOSS OUTSIDE THE BUILDING - WE will pay for LOSS of the following:

- (a) MONEY and SECURITIES by the actual destruction, disappearance or wrongful taking while being conveyed outside the BUILDING by a MESSENGER including while within the home of any MESSENGER;
- (b) OTHER PROPERTY by ROBBERY, or attempt thereat, while being conveyed outside the BUILDING by a MESSENGER, including by theft within the home of any MESSENGER.

MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY - WE will pay for LOSS:

- (a) If YOU accept, in good faith, any money order in exchange for merchandise, MONEY, or services, if such money order is not paid when presented;
- (b) due to YOUR acceptance, in good faith, in the regular course of business, counterfeit United States or Canadian currency.

DEPOSITOR'S FORGERY - WE will pay for LOSS from YOUR BANK accounts which YOU sustain due to forgery or alteration of a negotiable instrument:

- (a) made or drawn upon YOU, or by YOU or anyone acting as YOUR agent;
- (b) purported to have been made or drawn as stated in (a) above.

If YOU are sued by another to enforce payment of such an instrument, believed by YOU to be forged or altered, WE will at OUR option, pay for reasonable attorney's fees, court costs, or similar legal expenses incurred and paid by YOU. These expenses will be in addition to the limit shown in the declarations.

EXTORTION - WE will pay for LOSS, away from the BUILDING, due to the surrender of MONEY,

SECURITIES, or OTHER PROPERTY as a result of a threat communicated to YOU to do bodily harm to YOU, or any of YOUR directors, trustees, executive officers, partners, EMPLOYEES or a relative or invitee of any of them who is or allegedly is being held captive.

Before such property is surrendered, the person receiving the threat must make a reasonable effort to report the extortionist's demands to an associate, the Federal Bureau of Investigation, or local law enforcement authorities.

DEFINITIONS - When used in this Coverage Part:

"BANK" means the interior of any building occupied by a banking institution for conducting its business, or any similar recognized place of safe deposit.

"BUILDING" means the interior of any structure shown in the declarations as applicable to this Coverage Part.

"CUSTODIAN" means any person in YOUR regular service authorized to have care and custody of YOUR property within the BUILDING.

"EMPLOYEE" means a natural person while in YOUR service (and under EMPLOYEE DISHONESTY and DEPOSITOR'S FORGERY, 30 days thereafter) during the Coverage Part period whom YOU pay a salary, wage, or commission. It also means a natural person while in YOUR service (and under EMPLOYEE DISHONESTY and DEPOSITOR'S FORGERY, 30 days thereafter) during the Coverage Part period who is employed by an employment contractor. EMPLOYEE does not mean anyone:

- (1) YOU do not have the right to control or direct as to details and means by which the result is accomplished;
- (2) who is corporate director or trustee except while performing acts within the scope of the usual duties of an EMPLOYEE;
- (3) who is an agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character;

- (4) outside the Policy Territory, except to those EMPLOYEES temporarily outside the Policy Territory for a period of not more than 90 days.

"LOSS" means loss of or damage to the property described in the Insuring Agreement during the Coverage Part period from the causes described in the Insuring Agreement. All LOSS caused by, or involving, one or more EMPLOYEES, or act or series of acts involving one or more persons will be deemed to be one LOSS. With respect to LOSS FROM WITHIN THE BUILDING and LOSS OUTSIDE THE BUILDING, all LOSS from any event or series of events will also be deemed one LOSS.

"MESSENGER" means any person who is duly authorized by YOU to have care and custody of YOUR property outside the BUILDING.

"MONEY" means currency, coins, bank notes, bullion, travelers checks, registered checks and money orders held for sale to the public.

"OTHER PROPERTY" means tangible property that has intrinsic value. It does not mean MONEY or SECURITIES.

"ROBBERY" means the felonious taking of property (other than MONEY or SECURITIES) from a MESSENGER or CUSTODIAN or from their presence without their consent by actual or constructive force or from them if they are killed or rendered unconscious.

"SAFE BURGLARY" means the felonious taking of (1) a safe from the BUILDING, or (2) property (other than MONEY or SECURITIES) from within a vault or safe that is in the BUILDING and (a) equipped with a combination lock, (b) all doors are locked and all combinations locked, and (c) there is evidence of forcible entry into the safe or vault.

"SECURITIES" means instruments or contracts representing monetary value to others who are not a party to the instrument or contract, and includes revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use, but not MONEY.

EXCLUSIONS - WE will not pay for LOSS:

- (a) under EMPLOYEE DISHONESTY or DEPOSITOR'S FORGERY, due to any fraudulent, dishonest, or criminal act committed by or involving any sole proprietor, partner, or anyone who owns the majority of stock or an amount equal to the largest amount owned by any other stockholder;
- (b) under LOSS FROM WITHIN THE BUILDING and LOSS OUTSIDE THE BUILDING, due to any fraudulent, dishonest, or criminal act committed by or involving an owner, officer, partner, director, trustee, EMPLOYEE, or authorized representative, whether working or not. This exclusion does not apply to SAFE BURGLARY or ROBBERY or attempts thereat by other than YOU or YOUR partner;
- (c) of MONEY contained in any money operated device unless the amount of MONEY within is recorded by a continuous recording instrument in the device;
- (d) due to (1) the giving or surrendering of MONEY or SECURITIES in any exchange or purchase, or (2) accounting or arithmetical errors or omissions;
- (e) by fire. This exclusion does not apply to MONEY or SECURITIES;
- (f) due to radioactive contamination or the explosion or malfunction of a nuclear weapon, device or facility, or their consequences;
- (g) due to WAR;
- (h) of manuscripts, books of accounts, or records;
- (i) under EMPLOYEE DISHONESTY, to that part of any LOSS, dependent upon an inventory computation or a profit and loss computation;
- (j) due to the surrender of MONEY, SECURITIES or other property away from the BUILDING as a result of a threat to do (1) bodily harm to any person or (2) damage to the

BUILDING or property owned by YOU or in YOUR care, custody, or control.

This exclusion does not apply under LOSS OUTSIDE THE BUILDING, while being conveyed by a MESSENGER when there was no knowledge by YOU of such a threat at the time such MONEY, SECURITIES, or other property was surrendered to the MESSENGER, or EXTORTION, with respect to bodily harm to any person;

- (k) that is an indirect result of any act or LOSS, including but not limited to:
 - (i) business interruption or loss of use of the MONEY, SECURITIES, or OTHER PROPERTY;
 - (ii) costs, fees or other expenses incurred by YOU, unless authorized by US;
- (l) except with respect to DEPOSITOR'S FORGERY, due to legal expenses related to any legal action;
- (m) resulting from confiscation or destruction by order of governmental authority;
- (n) under LOSS FROM WITHIN THE BUILDING and LOSS OUTSIDE THE BUILDING, to or of any motor vehicles, trailers or semitrailers or equipment and accessories attached to them;
- (o) that is the result of any contract or agreement, including but not limited to recourse agreements, in which YOU agree to be liable.

WHO IS AN INSURED - With respect to LOSS insured under this Coverage Part, only YOU.

JOINT INSURED - If YOU consist of more than one named person or organization, the first named will represent all of them for the purposes of this Coverage Part. Knowledge possessed or discovery made by any of them, or a director, partner or officer, will constitute knowledge possessed or discovery made by all of them.

If insurance is cancelled as to any EMPLOYEE the cancellation applies to all named persons or

organizations. If this Coverage Part or any Insuring Agreement is cancelled or terminated as to any person or organization included in YOU, LOSS will be covered for them only if discovered not later than one year from the date of the cancellation or termination.

OUR payment of LOSS to the first named person or organization constitutes payment to all named persons or organizations included in YOU. If the first named person or organization is no longer covered, the next named insured will become the first named insured.

NEWLY ACQUIRED OR FORMED ORGANIZATIONS - If YOU acquire or form another organization whose business is the same as YOURS, the coverages shown in the Declarations will apply to that organization as of the date of the acquisition or forming. YOU must pay any additional premiums due. This extension will end the earliest of:

- (1) 90 days from the date of acquisition or forming;
- (2) the date YOU report the acquisition or forming to US;
- (3) the expiration of this Coverage Part.

OWNERSHIP-INTERESTS COVERED - The insured property may be owned by YOU, held by YOU (whether or not YOU are legally liable for LOSS) or may be property for which YOU are legally liable for LOSS. However, this insurance is for YOUR benefit only and provides no rights or benefit to any other person or organization.

DISCOVERY - LOSS is covered only if discovered not later than one year from the end of the Coverage Part period. With respect to EXTORTION the threat to do bodily harm must be initially communicated to YOU during the Coverage Part period.

THE MOST WE WILL PAY - LOSS payment will not reduce OUR liability for other LOSSES. The most WE will pay for any one LOSS is the least of the following:

- (1) the amount of the LOSS determined

- under the VALUATION Condition;
- (2) with respect to LOSS FROM WITHIN THE BUILDING, \$500 while the BUILDING is closed for business and MONEY or SECURITIES are not locked in the receptacle shown in the declarations or there is no receptacle shown in the declarations.

This limitation is increased to the limit stated in the declarations or \$5,000 (whichever is less) when there is evidence of forced entry to the BUILDING;

- (3) the limit of liability shown in the declarations.

Regardless of the number of years this Coverage Part continues in force, the limit stated in the declarations is not cumulative from one period to another, or from one year to another.

OVERLAPPING INSURANCE - If a LOSS occurs partly during this Coverage Part period and partly under previous insurance WE issued to YOU (or YOUR predecessor in interest) that is no longer in effect, the most WE will pay is the largest amount recoverable under this or such previous insurance.

LOSS UNDER PRIOR BOND OR INSURANCE - If YOU (or YOUR predecessor in interest) had continuous similar insurance that is no longer in effect, LOSS (to the extent it is not insured by the prior insurance solely because the discovery period of that insurance had lapsed) will be deemed to have occurred on the first day of this Coverage Part period. Provided, however:

- (a) this insurance became effective at the time of cancellation or termination of the prior insurance or bond;
- (b) the LOSS would have been covered had this insurance been in effect when the acts or events causing the LOSS took place;
- (c) there is no lapse in coverage between the time when the acts or events causing the LOSS took place and the date of discovery;

(d) this extension is part of and not in addition to the limit stated in the declarations. LOSS recovery is limited to the lesser of the amounts recoverable under:

- (1) this insurance had it been in force at the time the acts or events took place;
- (2) the prior bond or insurance had it continued in force until the discovery of the LOSS.

OTHER INSURANCE - This insurance does not apply to LOSS recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the LOSS, this insurance will apply to that part of the LOSS, other than that falling within any deductible amount, not recovered or recoverable under the other insurance or indemnity. If a LOSS is covered under both EMPLOYEE DISHONESTY and DEPOSITOR'S FORGERY issued by US, DEPOSITOR'S FORGERY is primary.

DEDUCTIBLE - WE will not pay for LOSS unless it exceeds the deductible stated in the declarations. Otherwise, WE will pay the amount of the LOSS in excess of the deductible, up to the limit stated in the declarations. If more than one deductible could apply to a LOSS, WE will apply only the highest deductible.

VALUATION - HOW WE WILL PAY - Subject to the MOST WE WILL PAY:

SECURITIES will be valued (except for EXTORTION) at their actual cash value at the close of the last business day before the LOSS was discovered. With respect to EXTORTION they will be valued for no more than the actual cash value on the day they were surrendered.

With respect to other property held by YOU as a pledge or collateral on an advance or loan, the value will be the actual cash value of the property as determined by YOU at the time the advance or loan was made. If the value was not a part of YOUR records, then WE will pay the unpaid part of the advance or

loan, plus accrued interest at legal rates.

WE may settle any LOSS with the owner of the property. Any property for which WE have made indemnification will become OURS. At OUR option, WE may pay for, repair, or replace the property.

WE may, at OUR option:

- (a) pay the value of such SECURITIES or replace them in kind, in which event YOU must assign to US all YOUR rights, title and interest in and to those SECURITIES;
- (b) pay any Lost Securities Bond required in connection with issuing duplicates of the SECURITIES. HOWEVER, WE will not pay more than the cost of such a bond with a penalty of the value of the SECURITIES or the limit of insurance, whichever is less.

MONEY will be valued at its face value.

OTHER PROPERTY will be valued at the least of the following:

- (a) this actual cash value at the time of LOSS (for EXTORTION this is the actual cash value at the time it was surrendered);
- (b) the actual cost to repair with like kind and quality;
- (c) the actual cost to replace with like kind and quality.

WE may, at OUR option, pay the actual cash value of the property or repair or replace it either with YOU or the owner of the property. Any property replaced or paid for will become OUR property.

RECOVERIES - If YOU sustain a LOSS which exceeds the limit, YOU are entitled to all recoveries until YOU are fully reimbursed, less the expense of collecting them. Any remainder is OURS. Recoveries do not include those from suretyship, insurance, reinsurance, security or indemnification taken by or for OUR benefit or from recoveries of original SECURITIES after duplicates of them have been issued. YOU must

notify US promptly of any recovery YOU make.
PRIOR FRAUD, DISHONESTY or CANCELLATION - EMPLOYEE DISHONESTY insurance does not apply to any EMPLOYEE:

- (a) from the moment YOU or any of YOUR partners or officers (not in collusion with such EMPLOYEE) knows or hears of any fraudulent or dishonest act committed by the EMPLOYEE, whether or not in YOUR service at the time of the act;
- (b) who has been cancelled, excluded, or deleted from any prior fidelity insurance and was not reinstated in such insurance before this insurance became effective;
- (c) shown in the declarations as excluded.

CANCELLATION AS TO ANY EMPLOYEE - Coverage under EMPLOYEE DISHONESTY is cancelled as to any EMPLOYEE:

- (a) immediately upon discovery by YOU, or any partner, director or officer (not in collusion with the EMPLOYEE) of any fraudulent or dishonest act by such EMPLOYEE;
- (b) as specified in any written notice of such cancellation WE send YOU in compliance with the General Conditions of this policy.

LOSS CAUSED BY UNIDENTIFIED EMPLOYEE - Coverage under EMPLOYEE DISHONESTY will apply (subject to Exclusion (i)) even if YOU cannot prove a specific EMPLOYEE(S) caused the LOSS. The evidence YOU submit, however, must reasonably prove the LOSS was caused by a fraudulent or dishonest act committed by an EMPLOYEE.

YOUR DUTIES AFTER LOSS - When YOU learn of or discover a LOSS, or what YOU believe to be a LOSS, YOU must:

- (1) notify US as soon as possible;
- (2) submit a detailed sworn proof of LOSS to

US, fully documenting YOUR claim, within four months of the discovery of the LOSS. Because a claim under this Coverage Part necessarily involves YOUR accusation of wrongdoing by another, WE cannot assist YOU in proving the LOSS. Under DEPOSITOR'S FORGERY, YOUR sworn proof of LOSS must include all instruments on which YOU base the claim. If YOU can't produce them, WE will expect an affidavit from YOU, or the BANK where deposited, stating the amount and cause of LOSS;

- (3) submit to examination under oath at OUR request and give US a signed statement of YOUR answers;
- (4) permit US to inspect all pertinent records whenever and wherever WE require and furnish a complete inventory of all property not stolen or damaged;
- (5) notify police, except under EMPLOYEE DISHONESTY and DEPOSITOR'S FORGERY, if YOU have reason to believe the LOSS involves a violation of law;
- (6) cooperate and assist US in the investigation and settlement of any claim or LOSS.

POLICY TERRITORY - This insurance covers only those acts committed or events occurring within the continental United States, Virgin Islands, Puerto Rico, or Canada. With respect to EXTORTION, the actual or alleged captivity must take place within this territory. With respect to DEPOSITOR'S FORGERY, this insurance applies anywhere in the world.

GARAGE UNICOVER COVERAGE PART 500

This Coverage Part applies only when it is shown in the declarations. Such insurance applies only to those insureds, security interests and locations designated for each coverage as identified in declarations item 2 by letter(s) or number.

The General Conditions apply except as amended or replaced in this Coverage Part.

INSURING AGREEMENT - WE will pay all sums the INSURED legally must pay as DAMAGES (including punitive DAMAGES where insurable by law) because of INJURY to which this insurance applies caused by an OCCURRENCE arising out of GARAGE OPERATIONS or AUTO HAZARD.

WE will pay all sums the INSURED legally must pay because of COVERED POLLUTION DAMAGES to which this insurance applies caused by an OCCURRENCE arising out of GARAGE OPERATIONS or AUTO HAZARD.

WE will pay all sums the INSURED legally must pay as DAMAGES (including punitive DAMAGES where insurable by law) because of STATUTE AND TITLE E&O when such insurance is included in the declarations.

WE have the right and duty to defend any SUIT asking for these DAMAGES. WE may investigate and settle any claim or SUIT WE consider appropriate. OUR payment of the limit shown in the declarations ends OUR duty to defend.

WE have no right or duty to defend SUITS for DAMAGES not covered by or declared for this Coverage Part.

WE will pay all defense costs actually incurred to defend any SUIT asking for CUSTOMER COMPLAINT DEFENSE and EMPLOYMENT RELATED DEFENSE when such insurance is included in the declarations. WE may investigate and, at OUR option, settle any such SUIT. If WE settle a SUIT the settlement will be at OUR expense except for the applicable deductible. Otherwise, all court costs, settlements and DAMAGES assessed against YOU will be at YOUR expense.

DEFINITIONS - When used in this Coverage Part:

"ADMINISTRATION" means (a) interpreting for or giving counsel to employees, (b) handling records, and (c) effecting enrollment, termination or cancellation of employees, all under YOUR employee benefits programs when such acts are authorized by YOU.

"AUTO" means a land motor vehicle, trailer or semi-trailer, other land equipment capable of moving under its own power, equipment for use with it, and animal drawn equipment.

"AUTO HAZARD" means the ownership, maintenance, or use of any AUTO YOU own or which is in YOUR care, custody or control and:

- (1) used for the purpose of GARAGE OPERATIONS;
- (2) used principally in GARAGE OPERATIONS with occasional use for other business or nonbusiness purposes;
- (3) furnished for the use of any person or organization.

"CONTRACT DRIVERS" means any person or organization using an AUTO covered by this Coverage Part within the scope of YOUR permission while under contract to YOU to drive that AUTO to a location YOU specify.

"COVERED POLLUTION DAMAGES" means those POLLUTION DAMAGES not otherwise excluded which occur away from premises owned or operated by YOU, arising from:

- (1) YOUR PRODUCT or WORK;
- (2) POLLUTANTS while being transported on a covered AUTO by YOU;
- (3) fuel or lubricants, fluids, exhaust gases or other similar POLLUTANTS needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered AUTO or its parts, if the POLLUTANTS escape or are discharged or released

directly from an AUTO part designed by the manufacturer to hold, store, receive or dispose of such POLLUTANTS;

- (4) POLLUTANTS, not in or upon a covered AUTO, that are upset, overturned or damaged as a result of the maintenance or use of a covered AUTO and are the direct result of such upset, overturn or damage.

"CUSTOMER COMPLAINT DEFENSE" means any SUIT filed against YOU during the Coverage Part period by or on behalf of a customer arising out of the sale, lease, rental, service or repair of YOUR PRODUCT, other than as a direct result of an OCCURRENCE or as defined in STATUTE AND TITLE E&O.

"CUSTOMER'S AUTO" means an AUTO not owned by YOU but in YOUR care, custody or control for safekeeping, storage, service or repair.

"DAMAGES" means amounts awardable by a court of law. With respect to INJURY Group 6, DAMAGES also means amounts awardable by administrative agencies. DAMAGES does not mean civil penalties, fines or assessments.

"DISCRIMINATION" means violation of any statute prohibiting unequal treatment of protected classes, including reverse discrimination, and harassment arising therefrom.

"EMPLOYMENT RELATED DEFENSE" means any SUIT filed against YOU during the Coverage Part period by or on behalf of an employee arising out of YOUR employment practices, including wrongful termination, other than as a result of an OCCURRENCE or as would be covered by a Workers Compensation or Employers Liability Policy.

"GARAGE OPERATIONS" means the ownership, maintenance or use of that portion of any premises where YOU conduct YOUR AUTO business and all other operations necessary or incidental thereto.

"HAULAWAY" means a conveyance designed solely for use in transporting four or more four-

wheeled motor vehicles.

"INJURY" means, with respect to:

Group 1--bodily injury, sickness, disease or disability (including death resulting from any of these) or damage to or loss of use of tangible property;

Group 2--mental anguish, mental injury, fright, shock, or humiliation, except when arising from DISCRIMINATION;

Group 3--false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution, abuse of process, libel, slander, defamation of character, private nuisance (except pollution), invasion of rights of privacy or possession of personal property;

Group 4--plagiarism, misappropriation of advertising ideas or style, infringement of copyright, title, slogan or trademark;

Group 5--any error or omission in the ADMINISTRATION of YOUR profit sharing, pension or employee stock subscription plans or YOUR group life, group hospitalization or major medical, group accident and health, Worker's Compensation, unemployment, social security or disability benefits insurance;

Group 6-- DISCRIMINATION.

"INSURED CONTRACT" means any of the following, if such contract or agreement is executed prior to the OCCURRENCE:

- (1) a lease of premises, elevator maintenance agreement, sidetrack agreement;
- (2) a license agreement in connection with vehicle or pedestrian private crossings at grade, any easement agreement except in connection with construction or demolition operations within 50 feet of a railroad;
- (3) an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- (4) that part of any contract or agreement by

YOU, YOUR partners, executive officers, stockholders, directors, or employees pertaining to the rental or lease of AUTOS to them for use in YOUR GARAGE OPERATIONS. This does not apply to damage to such AUTO;

- (5) any written contract or agreement in which YOU agree to indemnify or hold harmless any manufacturer, distributor or importer of AUTOS or watercraft with respect to YOUR use, repair, or servicing of AUTOS or watercraft;
- (6) that part of any other contract or agreement pertaining to AUTO HAZARD or GARAGE OPERATIONS (including an indemnification of a municipality in connection with work performed for a municipality) under which YOU assume the tort liability of another. However, this does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for INJURY arising out of:
 - (a) preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
 - (b) giving directions or instructions, or failing to give them, if that is the primary cause of the INJURY.

"OCCURRENCE", with respect to COVERED POLLUTION DAMAGES, INJURY Groups 1 and 2 means an accident, including continuous or repeated exposure to conditions, which results in such INJURY or COVERED POLLUTION DAMAGES during the Coverage Part period neither intended nor expected from the standpoint of a reasonably prudent person.

With respect to INJURY Groups 3, 4, 5 and 6, OCCURRENCE means acts of the INSURED during the Coverage Part period which result in such INJURY.

All INJURY or COVERED POLLUTION DAMAGES arising out of continuous or repeated exposure to substantially the same general con-

ditions will be considered as arising out of one OCCURRENCE.

"POLLUTANTS" means any solid, liquid, gaseous, or thermal irritant or contaminant including (but not limited to) smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. "Waste" includes (but is not limited to) materials to be recycled, reconditioned, or reclaimed.

"POLLUTION DAMAGES" means any cost or expense arising out of a request, demand, order, claim or SUIT by or on behalf of a governmental authority demanding that the INSURED test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of POLLUTANTS.

"PRODUCT" means the goods or products YOU make, sell, service, or repair in GARAGE OPERATIONS.

"STATUTE AND TITLE E&O" means any claim or SUIT filed against YOU, other than as a result of an OCCURRENCE or CUSTOMER COMPLAINT DEFENSE, by or on behalf of:

- (a) a customer arising out of GARAGE OPERATIONS, because of an alleged violation during the Coverage Part period, of any federal, state or local:
 - (1) odometer law;
 - (2) truth-in-lending or truth-in-leasing law;
 - (3) auto damage disclosure law;
 - (4) competitive auto parts law;
 - (5) used car "Buyers Guide", including federal regulation 455;
- (b) any person or organization who has suffered a financial loss due to the failure of YOUR employee, to properly specify during the Coverage Part period, the name of the security interest or "legal owner" on auto title papers.

Part (b) does not apply unless the purchaser sells or transfers title to such auto.

"SUIT" means a civil action for DAMAGES,

including arbitration or mediation to which the INSURED must submit or submits with OUR consent. A class action is one SUIT. SUIT does not mean administrative actions (except under INJURY Group 6 and EMPLOYMENT RELATED DEFENSE) or equitable actions.

"WORK" means work or operations YOU perform or work someone else performed for YOU and includes materials, parts, or equipment furnished with such work or operations.

WHO IS AN INSURED - With respect to GARAGE OPERATIONS (other than the AUTO HAZARD), CUSTOMER COMPLAINT DEFENSE or STATUTE AND TITLE E&O:

- (1) YOU;
- (2) YOUR spouse, if YOU are a sole proprietorship;
- (3) Any of YOUR partners and their spouses, paid employees, directors, executive officers, stockholders, while acting within the scope of their duties as such.

With respect to the AUTO HAZARD:

- (1) YOU;
- (2) Any of YOUR partners, paid employees, directors, stockholders, executive officers, a member of their household or a member of YOUR household, while using an AUTO covered by this Coverage Part, or when legally responsible for its use. The actual use of the AUTO must be by YOU or within the scope of YOUR permission;
- (3) any CONTRACT DRIVER;
- (4) Any other person or organization required by law to be an INSURED while using an AUTO covered by this Coverage Part within the scope of YOUR permission.

With respect to CUSTOMER COMPLAINT DEFENSE and STATUTE AND TITLE E&O:

- (1) YOU;
- (2) YOUR spouse, if YOU are a sole proprietorship;
- (3) Any of YOUR partners and their spouses, directors, executive officers, and stockholders, while acting within the scope of their duties as such.

WHO IS NOT AN INSURED - With respect to the AUTO HAZARD, any INSURED (except YOU) with respect to an AUTO owned by them.

Any partnership or joint venture unless the partnership or joint venture is shown in the declarations as a Named Insured. This does not apply to any joint venture, of which YOU are a part, with respect to any coverage afforded YOU by Group 4 of the definition of INJURY.

EXCLUSIONS - This insurance does not apply to:

- (a) INJURY, EMPLOYMENT RELATED DEFENSE, COVERED POLLUTION DAMAGES, CUSTOMER COMPLAINT DEFENSE or STATUTE AND TITLE E&O, if caused by any dishonest, fraudulent or criminal acts committed by any INSURED;
- (b) any act committed by or at the direction of the INSURED with intent to cause harm. This exclusion does not apply if INJURY arises solely from the intentional use of reasonable force for the purpose of protecting persons or property;
- (c) INJURY as defined in Group 1 and 2 to any employees of the INSURED arising out of and in the course of their employment by or on behalf of the INSURED:
 - (1) for which the INSURED may be held liable as an employer or in any other capacity;
 - (2) any obligation of the INSURED to indemnify or contribute with another because of such INJURY;
 - (3) to any INJURY sustained by any relative

of the employee as a consequence of the INJURY to such employee.

This exclusion does not apply:

- (i) under Part (1), to domestic employees of the INSURED not entitled to Workers' Compensation benefits;
- (ii) under Part (2), to any contract excepted in Exclusion (d);
- (iii) to damage to or loss of use of tangible property owned by such employee;
- (iv) to INJURY, as defined in Group 1, to any of YOUR employees with respect to any claim made or SUIT filed against them by another of YOUR employees because of an OCCURRENCE arising out of and in the course of their employment by YOU.

(d) liability assumed under any contract or agreement. This exclusion does not apply to an INSURED CONTRACT under:

- (1) INJURY Groups 1, 2 and 3;
- (2) INJURY Groups 4, 5 or 6 with respect to YOUR negligent acts;

but in any event for no more coverage than is afforded the INSURED;

(e) any claim made or SUIT arising out of any manufacturer's warranty, extended warranty, extended service agreement, or mechanical breakdown agreement;

(f) INJURY, COVERED POLLUTION DAMAGES or CUSTOMER COMPLAINT DEFENSE arising out of the ownership, maintenance, repair, use, loading or unloading of any aircraft, or arising out of the manufacture, storage, sale, handling, or distribution of aircraft, aircraft engines, or aircraft parts;

(g) INJURY or POLLUTION DAMAGES arising out of the actual, alleged, or threatened discharge, dispersal, release, migration, seepage or escape of POLLUTANTS:

- (1) that are or that are contained in any property that is:

- (i) being moved from the place where such property or POLLUTANTS are accepted by the INSURED for movement into or onto the covered AUTO;
- (ii) being moved from the covered AUTO to the place where such property or POLLUTANTS are finally delivered, disposed of or abandoned by the INSURED;
- (iii) being transported or towed by the covered AUTO;
- (iv) otherwise in the course of transit;
- (v) being stored, disposed of, treated or processed in or upon the covered AUTO;

Parts (1), (i) (ii) and (iii) apply only to POLLUTANTS or POLLUTANTS contained in property being transported or towed by, handled for movement into, onto or from an AUTO by others for YOU;

(2) at or from premises owned, rented or occupied by an INSURED;

(3) at or from any site or location used by or for any INSURED or others for the handling, storage, disposal, processing or treatment of waste;

(4) at or from any site or location on which any INSURED or any contractors or subcontractors working directly or indirectly on an INSURED'S behalf are performing operations:

- (i) to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the POLLUTANTS;
- (ii) if the POLLUTANTS are brought on or to the site in connection with such operations;

(5) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any INSURED or any person or organization for whom the INSURED may be legally responsible.

This exclusion does not apply to INJURY caused by heat, smoke or fumes from a hos-

tile fire. A "hostile fire" is one that becomes uncontrollable or breaks out from where it was intended to be.

Paragraphs (1)(v) and (2) through (5) do not apply to fuels, lubricants, fluids, exhaust gases or other similar POLLUTANTS that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered AUTO or its parts, if the POLLUTANTS escape or are discharged, dispersed or released directly from an AUTO part designed by its manufacturer to hold, store, receive or dispose of such POLLUTANTS.

Paragraph (2) does not apply to airborne paint overspray.

Paragraphs (2) through (5) do not apply to POLLUTANTS not in or upon the covered AUTO if:

1. the POLLUTANTS or any property in which the POLLUTANTS are contained are upset, overturned or damaged as a result of the maintenance or use of the covered AUTO,
2. the discharge, dispersal, release or escape of the POLLUTANTS is caused directly by such upset, overturn or damage, and
3. the INJURY is not otherwise excluded under Paragraph (1) of this exclusion.

(h) INJURY or COVERED POLLUTION DAMAGES arising out of YOUR business of serving, manufacturing, distributing or selling alcoholic beverages;

(i) INJURY or COVERED POLLUTION DAMAGES arising out of the ownership, use, loading or unloading of any;

(1) AUTO, while:

- (i) being used as a HAULAWAY;
- (ii) operated in, or in practice or preparation for any prearranged or organized race, rally, speed, demolition or competitive contest or stunting activity;

(iii) leased or rented by YOU to others, except to:

- (1) YOUR partners, paid employees, directors, stockholders, or executive officers for use principally in GARAGE OPERATIONS and AUTO HAZARD;
- (2) YOUR customers for a term of two months or less when it temporarily replaces the CUSTOMER'S AUTO, or when the customer is awaiting delivery of any AUTO purchased from YOU.

Exceptions (1) and (2) do not apply to (i) an AUTO owned by any AUTO manufacturer or any of its subsidiaries or affiliated companies nor to (ii) an AUTO owned by YOU and used in connection with any leasing or rental operation for an AUTO manufacturer, its subsidiaries or affiliated companies.

- (iv) being used as a taxi cab, bus, public livery vehicle, emergency ambulance, long haul public freight carrier or for carrying property for a charge;
- (v) being used to transport explosives, gasoline, liquefied petroleum gas or other volatile petroleum products;

Exclusion (iv) and (v) do not apply when the excluded class or operation constitutes a minor and incidental part of GARAGE OPERATIONS.

(2) Watercraft:

- (i) over 35 feet in length;
- (ii) when used for nonbusiness purposes by any INSURED, regardless of length;
- (iii) when rented or leased to others;
- (iv) while afloat over 50 nautical miles from the coastal shoreline of the 48 contiguous United States, the District of Columbia, or Canada;
- (v) operated in, or in practice or preparation for any prearranged or organized

race, rally, speed, or competitive contest or stunting activity;

(j) INJURY or COVERED POLLUTION DAMAGES to:

(1) personal property, including AUTOS, owned by, rented or leased to, used by, in the care, custody or control of, or being transported by the INSURED. This does not apply, with respect to INJURY, to liability assumed by YOU under a written sidetrack agreement with respect to property used by YOU or in YOUR care, custody or control;

(2) real property owned by, rented or leased to, used by, or in the care, custody, or control of the INSURED, except, with respect to INJURY;

(i) to real property not owned by YOU caused by an AUTO operated by an INSURED;

(ii) to liability assumed by YOU under a written sidetrack agreement, with respect to property used by YOU or in YOUR care, custody or control;

(k) loss of use of property not physically damaged, if caused by:

(1) YOUR delay or failure in performing any agreement or contract;

(2) the failure of YOUR PRODUCT or YOUR WORK to meet the quality warranted or the level of performance represented;

(l) INJURY, COVERED POLLUTION DAMAGES or CUSTOMER COMPLAINT DEFENSE claimed because of the recall of YOUR PRODUCTS or YOUR WORK, or other property of which they form a part, due to a known or suspected defect or deficiency they contain;

(m) INJURY, as defined in Groups 3 and 4 if the

first injurious offense was committed prior to the Coverage part period;

(n) INJURY, as defined in Group 5, if caused by:

(1) failure of performance by any insurer or self insurer;

(2) an INSURED'S failure to comply with any Workers' Compensation, unemployment insurance, Social Security or disability benefits law or similar laws;

(3) failure of investments or assets to perform as represented by an INSURED;

(4) advice given by an INSURED to an employee to participate or not to participate in stock subscription plans;

(5) failure of any Employee Benefits program, for any reason;

(6) the investment or non-investment of funds;

(7) violation of the duties, obligations or responsibilities imposed by the Employee Retirement Income Security Act of 1974 (ERISA), its amendments, or any similar local, state or federal law. This exclusion also applies to all remedies under the Consolidated Omnibus Budget Reconciliation Act (COBRA) except to benefits due an employee prescribed by the act;

(o) INJURY, COVERED POLLUTION DAMAGES, CUSTOMER COMPLAINT DEFENSE, EMPLOYMENT RELATED DEFENSE or STATUTE AND TITLE E&O arising out of an INSURED'S activities as an insurance agent, broker or consultant;

(p) radioactive contamination or the explosion or malfunction of a nuclear weapon, device or facility, or their consequences.

THE MOST WE WILL PAY - Regardless of the number of INSUREDS or AUTOS insured or premiums charged by this Coverage Part, persons or organizations who sustain INJURY or COVERED POLLUTION DAMAGES, claims made or SUITS brought, the most WE will pay is:

(1) With respect to GARAGE OPERATIONS and

AUTO HAZARD, the limit shown in the declarations, for any one OCCURRENCE.

With respect to liability assumed under a contract or agreement, WE will pay no more than the amount required by such contract or agreement, or the limit shown in the declarations, whichever is less.

With respect to the AUTO HAZARD part (3) of WHO IS AN INSURED, the most WE will pay is that portion of such limits needed to comply with the minimum limits provision law in the jurisdiction where the OCCURRENCE took place. When there is other insurance applicable, WE will pay only the amount needed to comply with such minimum limits after such other insurance has been exhausted.

With respect to the AUTO HAZARD part (4) of WHO IS AN INSURED, the most WE will pay is that portion of such limit needed to comply with the minimum limits provision law in the jurisdiction where the OCCURRENCE took place. When there is other insurance applicable, WE will pay only the amount needed to comply with such minimum limits after such other insurance has been exhausted;

- (2) With respect to STATUTE AND TITLE E&O, the annual aggregate limit shown in the declarations for the sum of all DAMAGES and settlements involving STATUTE AND TITLE E&O;
- (3) With respect to CUSTOMER COMPLAINT DEFENSE and EMPLOYMENT RELATED DEFENSE, the limit per SUIT stated in the declarations for such coverage, in defense costs for any one SUIT, but not for more than the annual aggregate limit in the declarations for all such defense costs during the Coverage Part period.

Any settlement made by US under CUSTOMER COMPLAINT DEFENSE or EMPLOYMENT RELATED DEFENSE will be included in the limit per SUIT and the annual aggregate limit shown in the declarations.

OUR obligation to pay under CUSTOMER COMPLAINT DEFENSE will cease when the manufacturer assumes defense of such SUITS or claims made against an INSURED.

DEDUCTIBLES - From the amounts payable for INJURY, other than Group 6, WE will deduct the amount shown in the declarations from each OCCURRENCE. As shown in the declarations:

"Work" means INJURY to AUTOS arising out of YOUR WORK.

"Products" means INJURY to YOUR PRODUCTS if caused by a defect existing in YOUR PRODUCT at the time possession was relinquished to the purchaser.

"Premises" means INJURY to real property not owned by YOU, but in YOUR care, custody, or control.

From the amounts payable for DAMAGES, settlements and defense costs for INJURY Group 6, WE will deduct the percentage shown in the declarations for each SUIT or claim filed against YOU. The most WE will deduct for all DAMAGES, settlements and defense costs for each claim or SUIT is that percentage times the limit shown in the declarations.

From the amounts payable for DAMAGES, settlements and defense costs for STATUTE AND TITLE E&O, WE will deduct the amount shown in the declarations for each SUIT or claim filed against YOU.

From the amounts payable for settlements and defense for CUSTOMER COMPLAINT DEFENSE and EMPLOYMENT RELATED DEFENSE, WE will deduct the amount shown in the declarations for each SUIT filed against YOU.

WE WILL ALSO PAY - In addition to our limits for INJURY, COVERED POLLUTION DAMAGES and STATUTE AND TITLE E&O, WE will also pay:

- (a) all costs and expenses in defending an INSURED, and interest on that part of

the judgment covered by this Coverage Part within OUR limits, that accrues after entry of any judgment in any SUIT WE defend, but only until WE have paid, offered to pay or deposited in court that part of the judgment that is within OUR limit;

- (b) premiums on appeal bonds or bonds to release property used to secure YOUR legal obligations, in a SUIT WE defend, but only for bond amounts within OUR limits. Also, up to \$250 for the cost of bail bonds required because of an OCCURRENCE, including related traffic law violations. WE do not have to furnish or secure these bonds;
- (c) expenses YOU incur for first aid to anyone injured in an OCCURRENCE covered by this Coverage Part;
- (d) up to \$100 a day for loss of earnings (but not other income) because of attendance at hearings or trials at OUR request;
- (e) other reasonable expenses incurred at OUR request.

INSURED'S DUTIES AFTER INJURY, COVERED POLLUTION DAMAGES, OCCURRENCE, CLAIM OR SUIT - If there is an OCCURRENCE, the INSURED is sued, or a claim is made against an INSURED:

- (1) YOU must report this to US as soon as possible. Give US all the details YOU can, including when, where and how it happened, the names and address of persons involved, injured and any witnesses;
- (2) Each INSURED must promptly send US all documents, if they are sued or if claim is made against them. If a dispute arises as to whether an INSURED mailed, or WE received, notice of a claim or SUIT, only a certified mailing receipt will be proof of mailing;
- (3) Each INSURED must cooperate and assist US in the investigation, settlement,

defense, enforcement of contribution or indemnification. The INSURED may not, except at their own expense, make any offer or payment, assume any obligation or incur any expense unless otherwise permitted in this Coverage Part.

LIMITED WORLDWIDE LIABILITY EXTENSION - With respect to INJURY, the POLICY TERRITORY is extended to anywhere in the world when caused by an INSURED who permanently lives in the United States of America, its possessions, or Canada but only while temporarily outside those places. This extension does not apply to watercraft.

NEWLY ACQUIRED GARAGE OPERATIONS EXTENSION - The insurance afforded by this Coverage Part is extended to include as a named insured any GARAGE OPERATION acquired or formed by YOU and which YOU maintain ownership or in which the majority interest is the same as YOU. This extension ends the earlier of 90 days from (a) the date of acquisition or formation or (b) the date YOU report the newly acquired or formed GARAGE OPERATION to US. YOU must pay any additional premiums due. This extension does not apply to a GARAGE OPERATION:

- (1) that is a joint venture;
- (2) that is an insured under any other liability or indemnity policy;
- (3) that has exhausted its limit of insurance under any other liability policy.

OUT OF STATE EXTENSION - While an AUTO or watercraft insured by this Coverage Part is away from the state where YOU conduct GARAGE OPERATIONS, WE will:

- (1) Increase this Coverage Part limits to meet those specified by any compulsory or financial responsibility law in the jurisdiction where the AUTO or watercraft is being used;
- (2) Provide the minimum amounts and types of other coverages, such as "No Fault",

required of out-of-state AUTOS or watercraft by the jurisdiction where the AUTO or watercraft is being used.

CUSTOMER COMPLAINT DEFENSE, EMPLOYMENT RELATED DEFENSE and STATUTE AND TITLE E&O;

WE will not pay anyone more than once for the same elements of INJURY because of these extensions.

(2) for any person or organization under part (3) or (4) of WHO IS AN INSURED with respect to the AUTO HAZARD;

PRIOR ACTS EXTENSION - Coverage is extended to apply to SUITS or claims for STATUTE AND TITLE E&O filed during the Coverage Part period which arise from acts which took place prior to that period. The insurance provided by this extension is part of and not in addition to the limit shown in the declarations.

(3) under the AUTO HAZARD, for any AUTO owned by a manufacturer and more specifically insured;

(4) under the LIMITED WORLDWIDE LIABILITY EXTENSION.

OTHER INSURANCE - The insurance afforded by this Coverage Part is primary, except it is excess:

If WE pay STATUTE AND TITLE E&O where other insurance may be available to YOU, WE have the right to seek reimbursement from the other insurance coverages.

(1) for COVERED POLLUTION DAMAGES,

UNINSURED MOTORISTS UNICOVER COVERAGE PART 530

This Coverage Part applies only when it is shown in the declarations. Such insurance applies only to those insureds designated for each coverage as identified in declarations item 2 by letter(s) or number.

The General Conditions apply except as amended or replaced in this Coverage Part.

INSURING AGREEMENT - WE will pay all sums the INSURED is legally entitled to recover as compensatory DAMAGES from the owner or driver of an UNINSURED MOTOR VEHICLE. The DAMAGES must result from (1) BODILY INJURY sustained by the INSURED and caused by an ACCIDENT or (2) PROPERTY DAMAGE, caused by an ACCIDENT, when such insurance is included in the declarations. The owner's or driver's liability for the DAMAGES must result from the ownership, maintenance or use of the UNINSURED MOTOR VEHICLE.

DEFINITIONS - When used in this Coverage Part:

"ACCIDENT" includes continuous or repeated exposure to the same conditions resulting in BODILY INJURY or PROPERTY DAMAGE the INSURED neither expected nor intended.

"BODILY INJURY" means bodily injury, sickness or disease, including death resulting from any of these.

"COVERED AUTO" means any land motor vehicle, trailer or semi-trailer designed for travel on public roads which is insured by this Coverage Part and shown on the declarations. COVERED AUTO does not include MOBILE EQUIPMENT.

"DAMAGES" means amounts awardable by a court of law. DAMAGES does not mean civil penalties, fines or assessments.

"FAMILY MEMBER" means a person related to the INSURED by blood, marriage or adoption, including a ward or foster child, who is a resident of the INSURED'S household.

"LOSS" means direct and accidental damage or loss.

"MOBILE EQUIPMENT" means vehicles designed for use principally off public roads, those not required to be licensed, and those land motor vehicles, trailers or semi-trailers designed for travel on public roads which are used solely on the INSURED'S premises. It includes, but is not limited to, bulldozers, power shovels, rollers, graders, scrapers, and any other road construction equipment, farm machinery, cranes, forklifts, pumps, generators, air compressors, drills, street sweepers, riggers, or vehicles used to provide mobility for any of these when permanently attached to the equipment.

"OCCUPYING" means being in, on, entering into, getting out of or off of.

"PROPERTY DAMAGE" means injury to or destruction of:

- (1) a COVERED AUTO;
- (2) property contained in the COVERED AUTO owned by an INSURED, a FAMILY MEMBER or anyone else OCCUPYING the COVERED AUTO.

"UNINSURED MOTOR VEHICLE" means a land motor vehicle or trailer:

- (1) which, at the time of the ACCIDENT, was not insured or bonded in at least the amount required by the applicable law where a COVERED AUTO is principally garaged;
- (2) which, at the time of the ACCIDENT, was insured or bonded but the insuring or bonding company either denied coverage, is or becomes insolvent;
- (3) which is a hit-and-run vehicle and neither the owner nor driver can be identified. The vehicle must hit an INSURED, a COVERED AUTO, or a vehicle an INSURED is OCCUPYING.

However, "UNINSURED MOTOR VEHICLE" does not include any vehicle:

- (1) owned or operated by a self-insurer under any applicable motor vehicle law;
- (2) owned by a governmental unit or agency;
- (3) designed for use mainly off public roads while not on public roads.

- (f) anyone using a vehicle without a reasonable belief that the person is entitled to do so;

- (g) exemplary or punitive DAMAGES.

WHO IS AN INSURED - With respect to this Coverage Part:

- (1) YOU;
- (2) any of YOUR partners, paid employees, directors, stockholders, executive officers, or any FAMILY MEMBER while OCCUPYING a COVERED AUTO;
- (3) any other person while OCCUPYING a COVERED AUTO;
- (4) anyone for DAMAGES they are entitled to recover because of BODILY INJURY sustained by another INSURED.

EXCLUSIONS - This insurance does not apply to:

- (a) any claim settled without OUR consent;
- (b) the direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law;
- (c) the direct or indirect benefit of any insurer of property, or to any LOSS covered by auto physical damage insurance in this policy;
- (d) BODILY INJURY sustained by an INSURED, or any FAMILY MEMBER, while OCCUPYING or struck by any vehicle owned by an INSURED, or any FAMILY MEMBER, which is not a COVERED AUTO;
- (e) property contained in or struck by any vehicle owned by an INSURED or FAMILY MEMBER which is not a COVERED AUTO;

THE MOST WE WILL PAY - Regardless of the number of COVERED AUTOS, INSUREDS, premiums charged, claims made or vehicles involved in the ACCIDENT, the most WE will pay for all DAMAGES resulting from one ACCIDENT is the limit stated in the declarations, less any applicable deductible.

With respect to persons insured by Part (3) of WHO IS AN INSURED, the most WE will pay is that portion of such limit needed to comply with the minimum limits provision of the financial responsibility or minimum liability law in the jurisdiction where the ACCIDENT took place. When there is such other insurance applicable, WE will pay only the amount needed to comply with such minimum limits after such other insurance has been exhausted.

Any amount payable under this insurance will be reduced by all sums paid or payable (1) under any workers' compensation, disability benefits or similar law, and (2) for anyone who is legally responsible, including all sums paid under any other Coverage Part of this policy.

Any amount paid under this Coverage Part will reduce any amount an INSURED may be paid under any other Coverage Part of this policy.

INSURED'S DUTIES AFTER AN ACCIDENT OR LOSS - If there is an ACCIDENT or LOSS:

- (1) Report this to US as soon as possible. Give US all the details, including where, when and how it happened, the names and addresses of persons involved, injured, and any witnesses;
- (2) Promptly send US all documents received in connection with the ACCIDENT;
- (3) Cooperate and assist US in the investigation, settlement, enforcement of contribution or indemnification. The INSURED

may not, except at their expense, make any offer or payment, assume any obligation or incur any expense;

- (4) Execute any documents to have medical reports and records released to US, and to submit to physical examinations by physicians chosen by US and as often as WE deem necessary;
- (5) Promptly notify the police if a hit-and-run driver is involved;
- (6) Permit US to inspect and appraise the damaged property before its repair or disposition;
- (7) Do what is reasonably necessary after LOSS, at OUR expense, to protect the COVERED AUTO from further LOSS;
- (8) Submit a proof of LOSS when WE require it.

OTHER INSURANCE - The insurance afforded by this Coverage Part is excess over any other valid and collectible insurance.

ARBITRATION - With respect to BODILY INJURY, if WE and an INSURED can't agree whether the INSURED is legally entitled to recover DAMAGES from the owner or driver of an UNINSURED MOTOR VEHICLE or do not agree as to the amount of DAMAGES, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the INSURED lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding and not appealable.

AGENTS ERRORS AND OMISSIONS UNICOVER COVERAGE PART 550

This Coverage Part applies only when it is shown in the declarations. Such insurance applies only to those insureds, security interests and locations designated for each coverage as identified in the declarations item 2 by letter(s) or number.

The General Conditions apply except as amended or replaced in this Coverage Part.

INSURING AGREEMENT - WE will pay all sums the INSURED legally must pay as DAMAGES to which this insurance applies, arising out of the conduct of YOUR business as an INSURANCE AGENT, and caused by any negligent act, error or omission which occurs during the Coverage Part period. DAMAGES include punitive DAMAGES, where insurable by law.

The insurance afforded is only for the types of insurance shown in the declarations for this Coverage Part.

WE have the right and duty to defend any SUIT asking for these DAMAGES. WE may investigate and settle any claim or SUIT WE consider appropriate. OUR payment of the limit shown in the declarations ends OUR duty to defend.

We have no right or duty to defend SUITS for DAMAGES not covered by this Coverage Part.

DEFINITIONS - When used in this Coverage Part:

"DAMAGES" means amounts awardable by a court of law. DAMAGES does not mean civil penalties, fines or assessments.

"INSURANCE AGENT" means a person or organization duly licensed (as required by law) as an insurance agent by the regulatory authority in the state(s) in which the INSURED engages in the automobile physical damage, credit life, or credit accident and health insurance business. INSURANCE AGENT does not mean an insurance broker, solicitor, or consultant.

"SUIT" means a civil action for DAMAGES, including arbitration or mediation to which the INSURED must submit or submits with OUR consent. A class action is one SUIT. SUIT does not mean administrative actions or equitable actions.

WHO IS AN INSURED - With respect to this Coverage Part:

1. YOU;
2. Any of YOUR partners, paid employees, directors, executive officers, stockholders, while acting within the scope of their duties as such;
3. If YOU are a partnership or joint venture, and partner or member thereof, but only with respect to their liability as such.

EXCLUSIONS - This insurance does not apply to:

- (a) any claim or SUIT if caused by any dishonest, fraudulent or criminal acts committed by any INSURED;
- (b) any claim or SUIT arising from any intentional act committed by any INSURED. This exclusion does not apply to YOU, if such act or omission is committed by YOUR employee (other than a partner, executive officer, director or stockholder) and such act or omission was not committed by YOUR direction or with YOUR knowledge;
- (c) liability of others assumed by any INSURED under any contract or agreement;
- (d) any claim or SUIT in connection with any insurance other than automobile physical damage, credit life, or credit accident and health;
- (e) any claim arising out of any such act or omission committed by or at the direction

of any INSURED which is a willful violation of the terms of any contract between the INSURED and an insurance company or regulatory authority;

- (f) Bodily Injury, Property Damage (including loss of use), mental anguish, mental injury, fright, shock, humiliation, false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution, abuse of process, libel, slander, defamation of character, invasion of the rights of privacy or possession of personal property, plagiarism, copyright violation, false advertising, discrimination, unfair competition;
- (g) investment advice or professional services such as an attorney, accountant, actuary, notary, tax preparer, consultant, financial planner or real estate broker;
- (h) violation of the Employment Retirement Income Security Act of 1974 (ERISA) or the Racketeer Influenced and Corrupt Organizations Act (RICO), including any similar federal, state or local laws;
- (i) liability for fees, premiums, taxes, commissions, loss payments, escrow or brokerage fees.

THE MOST WE WILL PAY - Regardless of the number of INSUREDS covered by this insurance, premiums charged, persons or organizations who make claims or bring SUITS, the most WE will pay is the limit shown in the declarations as applicable to "each claim" with respect to all DAMAGES incurred on account of any claims covered by this insurance.

DEDUCTIBLES - From the amounts payable under this Coverage Part, WE will deduct the amount shown in the declarations as applicable to this insurance, from each claim.

WE WILL ALSO PAY - WE will pay in addition to OUR limit:

- (a) all costs and expenses in defending an INSURED, and interest on that part of the judgment covered by this Coverage Part

within our limits, that accrues after entry of any judgment in any SUIT WE defend, but only until WE have paid, offered to pay or deposited in court that part of the judgment that is within OUR limit;

- (b) premiums on appeal bonds or bonds to release property used to secure YOUR legal obligations, in a SUIT WE defend but only for bond amounts within OUR limits. WE do not have to furnish or secure these bonds;
- (c) up to \$100 a day for loss of earnings (but not other income) because of attendance at hearings or trials at OUR request;
- (d) other reasonable expenses incurred at OUR request.

INSURED'S DUTIES WITH REGARD TO A CLAIM OR SUIT - If the INSURED is sued, or a claim is made against an INSURED:

- (1) YOU must report this to US in writing as soon as possible. Give US all the details YOU can, including when, where and how it happened, the names and addresses of persons involved;
- (2) Each INSURED must promptly send US all documents, if any INSURED is sued or if claim is made against them. If a dispute arises as to whether YOU mailed, or WE received, notice of a claim or SUIT, only a certified mailing receipt will be proof of mailing;
- (3) Each INSURED must cooperate and assist US in the investigation, settlement, defense, enforcement or contribution of indemnification. The INSURED may not, except at their own expense, make any offer or payment, assume any obligation or incur any expenses unless otherwise permitted in this Coverage Part.

OTHER INSURANCE - This insurance is excess over any other applicable insurance and only for the amount OUR limit exceeds the limit stated in such other insurance.

BASIC AUTO UNICOVER COVERAGE PART 900

This Coverage Part applies only when it is shown in the declarations. Such insurance applies only to those insureds, security interests and locations designated for each coverage as identified in declarations item 2 by letter(s) or number.

The General Conditions apply except as amended or replaced in this Coverage Part.

INSURING AGREEMENTS - WE will pay:

A. **INJURY** - all sums the INSURED legally must pay as DAMAGES (including punitive DAMAGES where insurable by law) because of INJURY to which this insurance applies, caused by an OCCURRENCE arising out of the ownership, maintenance, use, loading or unloading of an OWNED AUTO or TEMPORARY SUBSTITUTE AUTO.

COVERED POLLUTION DAMAGES - all sums the INSURED legally must pay because of COVERED POLLUTION DAMAGES to which this insurance applies caused by an OCCURRENCE arising out of the ownership, maintenance, use, loading or unloading of an OWNED AUTO or TEMPORARY SUBSTITUTE AUTO.

WE have the right and duty to defend any SUIT asking for these DAMAGES. WE may investigate and settle any claim or SUIT WE consider appropriate. OUR payment of the limit shown in the declarations for this Coverage Part ends OUR duty to defend.

WE have no right or duty to defend SUITS for DAMAGES not covered by this Coverage Part.

B. **MEDICAL PAYMENTS** - all reasonable and necessary medical, dental, and funeral expenses (incurred within three years after the OCCURRENCE) to or for each person:

(1) who sustains INJURY caused by an OCCURRENCE while OCCUPYING an OWNED AUTO or TEMPORARY SUB-

STITUTE AUTO being used by an INSURED;

(2) scheduled in the declarations pages (and residents of their household) who sustains INJURY caused by an OCCURRENCE while OCCUPYING or if struck by an AUTO other than a vehicle: (a) operated on rails or crawler-treads; (b) while located for use as a residence or premises; (c) which is a farm tractor or other equipment while off public roads.

C. **PHYSICAL DAMAGE** - for LOSS to an OWNED AUTO from any cause, except as excluded or as stated otherwise in the declarations.

DEFINITIONS - When used in this Coverage Part:

"AUTO" means any land motor vehicle, trailer or semi-trailer, designed for travel on public roads and includes its permanently attached equipment. "AUTO" does not include MOBILE EQUIPMENT, unless described in the declarations.

"COLLISION" means (1) impact of the OWNED AUTO with another object (other than a bird or animal) or with a vehicle to which it is attached, or (2) upset of the OWNED AUTO.

"COMPREHENSIVE" means any cause of LOSS other than COLLISION.

"COVERED POLLUTION DAMAGES" means those POLLUTION DAMAGES not otherwise excluded which occur away from premises owned or operated by YOU, arising from:

- (1) POLLUTANTS while being transported on an AUTO by YOU;
- (2) fuel or lubricants, fluids, exhaust gases or other similar POLLUTANTS needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered AUTO or its parts, if the POLLUTANTS escape or are discharged or released directly from an AUTO part designed by

the manufacturer to hold, store, receive or dispose of such POLLUTANTS;

- (3) POLLUTANTS, not in or upon a covered AUTO, that are upset, overturned or damaged as a result of the maintenance or use of a covered AUTO and are the direct result of such upset, overturn or damage.

"DAMAGES" means amounts awardable by a court of law. DAMAGES does not mean civil penalties, fines or assessments.

"INJURY" means bodily injury, sickness, disease, or disability (including death resulting from any of these) or damage to or loss of use of tangible property.

"INSURED CONTRACT" means any of the following, if such contract or agreement is executed prior to the OCCURRENCE:

- (1) a lease of premises, elevator maintenance agreement, sidetrack agreement;
- (2) a license agreement in connection with vehicle or pedestrian private crossings at grade, any easement agreement except in connection with construction or demolition operations within 50 feet of a railroad;
- (3) an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- (4) that part of any contract or agreement by YOU, YOUR partners, executive officers, stockholders, directors, or employees pertaining to the LEASE or rental of AUTOS to them for use in YOUR business. This does not apply to damage to such AUTO;
- (5) that part of any other contract or agreement pertaining to YOUR business (including an indemnification of a municipality in connection with work performed for a municipality) under which YOU assume the tort liability of another.

"LEASE" means a written agreement for a term of 180 days or more wherein YOU are named as the lessee.

"LOSS" means direct and accidental loss or damage, in excess of the deductible amount stated in the declarations, occurring during the Coverage Part period.

"MOBILE EQUIPMENT" means vehicles designed for use principally off public roads, those not required to be licensed, and AUTOS used solely on YOUR premises. It includes, but is not limited to, bulldozers, power shovels, rollers, graders, scrapers, and any other road construction repair equipment, farm machinery, cranes, forklifts, pumps, generators, air compressors, drills, street sweepers, riggers, or vehicles used to provide mobility for any of these when permanently attached to the equipment.

"OCCUPYING" means being in, on, entering into, getting out or off of.

"OCCURRENCE" means an accident, including continuous or repeated exposure to conditions, which results in INJURY or COVERED POLLUTION DAMAGES during the Coverage Part period neither intended nor expected by a reasonably prudent person. All INJURY and COVERED POLLUTION DAMAGES arising out of continuous or repeated exposure to substantially the same general conditions will be considered as arising out of one OCCURRENCE.

"OWNED AUTO" means an AUTO YOU own or LEASE and is scheduled in the declarations, and any AUTO YOU purchase or LEASE as its replacement during the Coverage Part period. It also means any trailer designed for use with the type of AUTOS scheduled in the declarations. If WE insure all AUTOS YOU own or LEASE, additional AUTOS will be covered the day YOU purchase or LEASE them, if YOU notify US within the next 60 days.

"POLLUTANTS" means any solid, liquid, gaseous, or thermal irritant or contaminant including (but not limited to) smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. "Waste" includes (but is not limited to) materials to be recycled, reconditioned, or reclaimed.

"POLLUTION DAMAGES" means any cost or expense arising out of a request, demand, order, claim or SUIT by or on behalf of a governmental authority demanding that the INSURED test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of POLLUTANTS.

"SUIT" means a civil action for DAMAGES, including arbitration or mediation to which the INSURED must submit or submits with OUR consent. A class action is one SUIT. SUIT does not mean administrative actions or equitable actions.

"TEMPORARY SUBSTITUTE AUTO" means an AUTO not owned or LEASED by YOU, YOUR partners, officers or employees, or a member of YOUR or their household, when it is used temporarily with the owner's permission to replace an OWNED AUTO which is out of service due to its repair, servicing, loss or destruction.

WHO IS AN INSURED - With respect to this Coverage Part:

- (1) YOU, including YOUR spouse if a resident of the same household;
- (2) under INSURING AGREEMENTS A and B:
 - (a) YOUR partners and their spouses or executive officers. If they are using a TEMPORARY SUBSTITUTE AUTO, it must be used in YOUR business;
 - (b) any other person using an OWNED AUTO or TEMPORARY SUBSTITUTE AUTO within the scope of YOUR permission, unless it is being loaded or unloaded. Only YOUR employee, a borrower, or a borrower's employee is an INSURED for loading and unloading;
- (3) under INSURING AGREEMENT A only, anyone else, but only as a result of their liability because of what an INSURED in (1) or (2) above does or fails to do.

WHO IS NOT AN INSURED - None of the following is an INSURED:

- (1) The owner or lessor of an OWNED AUTO YOU LEASE. This does not apply if they are named in the declarations as applicable to this Coverage Part;
- (2) Any person engaged in the business of selling, repairing, servicing, storing or

parking of AUTOS (including roadtesting and delivery) unless the person is YOU, a resident or YOUR household, or YOUR partner, executive officer, agent, or employee or a resident of the household of any of them.

EXCLUSIONS - This insurance does not apply to:

- (a) INJURY or COVERED POLLUTION DAMAGES if caused by any dishonest, fraudulent or criminal acts committed by any INSURED;
- (b) any act committed by or at the direction of the INSURED with intent to cause harm. This exclusion does not apply if INJURY arises solely from the intentional use of reasonable force for the purpose of protecting persons or property;
- (c) INJURY to any employee of the INSURED arising out of and in the course of their employment, or any obligation of the INSURED to indemnify another for INJURY to the INSURED's employee. This exclusion does not apply:
 - (1) to domestic employees not entitled to Workers Compensation;
 - (2) to any of YOUR employees with respect to any claim made or SUIT filed against them by another of YOUR employees because of an OCCURRENCE arising out of and in the course of their employment by YOU;
 - (3) to an INSURED CONTRACT;
- (d) liability assumed by any INSURED under contract or agreement. This does not apply to an INSURED CONTRACT (to the same extent the INSURED has coverage);
- (e) any obligation for which an INSURED may be held liable under any Workers Compensation or disability benefits law or under any similar law;
- (f) INJURY or POLLUTION DAMAGES arising out of the actual, alleged, or threatened discharge, dispersal, release, migration, seepage, or escape of POLLUTANTS that are or that are contained in any property that is:

- (1) being moved from the place where such property or POLLUTANTS are accepted by the INSURED for movement into or onto the covered AUTO;
- (2) being moved from the covered AUTO to the place where such property or POLLUTANTS are finally delivered, disposed of or abandoned by the INSURED;
- (3) being transported or towed by the covered AUTO;
- (4) otherwise in the course of transit;
- (5) being stored, disposed of, treated or processed in or upon the covered AUTO.

Parts (1), (2) and (3) apply only to POLLUTANTS or POLLUTANTS contained in property being transported or towed by others for YOU.

Part (5) does not apply to fuels, lubricants, fluids, exhaust gases or other similar POLLUTANTS that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered AUTO or its parts, if the POLLUTANTS escape or are discharged, dispersed or released directly from an AUTO part designed by its manufacturer to hold, store, receive or dispose of such POLLUTANTS.

This exclusion does not apply to INJURY caused by heat, smoke or fumes from a hostile fire. A "hostile fire" is one that becomes uncontrollable or breaks out from where it was intended to be.

(g) INJURY, COVERED POLLUTION DAMAGES or LOSS arising out of the ownership, maintenance, use, loading or unloading of any AUTO while:

- (1) operated in, or in practice or preparation for, any prearranged or organized race, rally, speed, demolition or competitive contest or stunting activity;
- (2) leased or rented by YOU to others;
- (3) being used as a taxi cab, bus, public livery vehicle, emergency ambulance, long haul public freight carrier, or for carrying property for a charge;

- (4) being used to transport explosives, gasoline, liquefied petroleum gas, or other volatile petroleum products;

(h) under INSURING AGREEMENT A, INJURY or COVERED POLLUTION DAMAGES to:

- (1) personal property, including AUTOS, owned by, rented or leased to, used by, in the care, custody or control of, or being transported by the INSURED. This does not apply, with respect to INJURY, to liability assumed by YOU under a written sidetrack agreement, with respect to property used by YOU or in YOUR care, custody or control;

(2) real property owned by, rented or leased to, used by or in the care, custody or control of the INSURED, except, with respect to INJURY:

- (i) to real property not owned by YOU caused by an AUTO operated by an INSURED;
- (ii) to liability assumed by YOU under a written sidetrack agreement, with respect to property used by YOU or in YOUR care, custody or control;

(i) under INSURING AGREEMENT B, INJURY sustained while OCCUPYING or if struck by any AUTO YOU own or is furnished or available for YOUR regular use. This exclusion does not apply to an OWNED AUTO or a TEMPORARY SUBSTITUTE AUTO;

(j) under INSURING AGREEMENT B, INJURY sustained while OCCUPYING or if struck by any AUTO owned by or furnished or available for use of any INSURED. This exclusion does not apply to YOU;

(k) LOSS by theft, larceny, conversion, or secretion when YOU voluntarily part with evidence of title to or possession of an AUTO or TEMPORARY SUBSTITUTE AUTO;

(l) LOSS to tires due and confined to blowout, puncture, or other road hazards;

(m) LOSS due and confined to wear, tear, freezing, mechanical or electrical breakdown or failure;

(n) to any two-way mobile radio or telephone, citizen's band radio, radar detector, scanning monitor or device for recording and/or reproducing sound or pictures, all including its accessories and antennas. This does not apply to:

(1) tape decks or other sound reproducing equipment permanently installed in, and antennas permanently attached to, the covered AUTO;

(2) two-way mobile radio or telephone, citizen's band radio or scanning monitor permanently installed in the opening or place normally used by the manufacturer for the installation of such equipment;

(o) LOSS due to confiscation by duly constituted governmental or civil authority;

(p) LOSS to a camper body designed to be mounted upon an AUTO and equipped as sleeping or living quarters. This exclusion does not apply if it is scheduled in the declarations;

(q) INJURY, COVERED POLLUTION DAMAGES or LOSS due to radioactive contamination or the explosion or malfunction of a nuclear weapon, device or facility, WAR or their consequences.

THE MOST WE WILL PAY -

Under INSURING AGREEMENT A - Regardless of the number of INSUREDS or AUTOS insured by this Coverage Part, premiums charged, persons or organizations who sustain INJURY, claims made or SUITS brought, the most WE will pay is the applicable limit shown in the declarations for any one OCCURRENCE.

Under INSURING AGREEMENT B - The most WE will pay is the applicable limit as shown in the declarations. Any payment made under this agreement will be reduced by the amount paid or

payable for the same expenses under any other insurance afforded by this policy.

No payment will be made under this agreement unless the injured person (or their legal representatives) agrees in writing that any payment made will be applied toward any settlement or judgment that person receives for the same expenses under any other AUTO Liability or Uninsured Motorists Coverage provided by this policy.

Under INSURING AGREEMENT C - The most WE will pay for any one LOSS to an OWNED AUTO is the least of the following, all after deduction for reasonable depreciation:

(a) the actual cash value of the OWNED AUTO;

(b) the amount necessary to replace the OWNED AUTO with like kind and quality;

(c) the amount necessary to repair the OWNED AUTO or its parts with like kind and quality;

(d) the amount stated in the declarations for this Coverage Part.

Before payment of LOSS, WE may take all or any part of the salvage at the agreed or appraised value. There will be no abandonment to US.

COLLISION INVOLVING TWO OR MORE COVERED AUTOS - WE will apply only one deductible when two or more of YOUR OWNED AUTOS insured by this Coverage Part are involved in the same LOSS due to COLLISION. That will be the highest deductible shown in the declarations.

WE WILL ALSO PAY - Under INSURING AGREEMENT A, WE will pay, in addition to the limit:

(a) all costs and expenses in defending an INSURED, and interest on that part of the judgment covered by this Coverage Part within OUR limits, that accrues after entry of any judgment in the SUIT WE defend,

but only until WE have paid, offered to pay or deposited in court that part of the judgment that is within OUR limit;

- (b) premiums on appeal bonds or bonds to release property used to secure YOUR legal obligations, in a SUIT WE defend, but only for bond amounts within OUR limit. Also, up to \$250 for the cost of bail bonds required because of an OCCURRENCE, including related traffic law violations. WE do not have to furnish or secure these bonds;
- (c) expenses YOU incur for first aid to anyone injured in an OCCURRENCE covered by this Coverage Part;
- (d) up to \$100 a day for loss of earnings (but not other income) because of attendance at hearings or trials at OUR request;
- (e) other reasonable expenses incurred at OUR request.

Under INSURING AGREEMENT C - In addition to payments in THE MOST WE WILL PAY provision, WE will also pay:

- (a) up to \$20 a day, but not for more than \$600, for incurred loss of use of an OWNED AUTO;
- (b) all ordinary and necessary expenses to return a stolen OWNED AUTO to YOU.

HOW WE WILL PAY - at OUR option:

Under INSURING AGREEMENT B, WE may pay the injured person or the person or organization rendering the service. Such payment does not mean WE admit any liability on any INSURED'S part;

Under INSURING AGREEMENT C, WE will pay for, repair, or replace the damaged or stolen OWNED AUTO.

INSURED'S DUTIES AFTER INJURY, COVERED POLLUTION DAMAGES, OCCUR-

RENCE, LOSS, CLAIM OR SUIT - If there is an OCCURRENCE, an INSURED is sued or a claim is made against them, or YOU sustain a LOSS:

- (a) YOU must report this to US as soon as possible. Give US all the details YOU can, including when, where and how it happened, the names and addresses of persons involved, injured, and any witnesses;
- (b) Under INSURING AGREEMENT A, each INSURED must promptly send US all documents if they are sued or a claim is made against them. If a dispute arises as to whether the INSURED mailed or WE received, a claim or SUIT, only a certified mailing receipt will be proof of mailing;
- (c) Under INSURING AGREEMENT B, any injured person must submit a written proof of claim (under oath and signed if WE require) and execute any documents to have medical reports and records released to US;
- (d) Under INSURING AGREEMENT C, YOU must:
 - (1) protect the OWNED AUTO, whether or not this insurance applies. Any further LOSS due to YOUR failure to do so will not be covered by this policy. WE will pay all reasonable expenses YOU incur for such protection;
 - (2) if the OWNED AUTO is stolen, notify the police;
 - (3) permit US to inspect the damaged OWNED AUTO prior to its repair or replacement, and submit a sworn proof of LOSS within 60 days;
- (e) Each INSURED must cooperate and assist US in the investigation, settlement, defense, enforcement of contribution or indemnification. The INSURED may not, except at their expense, make any offer or payment, assume any obligation or incur any expense unless otherwise permitted in this Coverage Part.

DAMAGED OWNED AUTO - When an OWNED AUTO is damaged, whether or not such damage is covered by this Coverage Part, OUR liability is reduced by the amount of such damage until repairs have been completed.

NO BENEFIT TO BAILEE - This insurance will not benefit, directly or indirectly, any carrier or bailee.

OUT OF STATE EXTENSION - While an OWNED AUTO or TEMPORARY SUBSTITUTE AUTO insured by this Coverage Part is away from the state where it is licensed and registered, WE will:

- (1) increase this Coverage Part limits to meet those specified by any compulsory or financial responsibility law in the jurisdiction where the AUTO is being used;
- (2) provide the minimum amounts and types of other coverages, such as "No Fault", required of out-of-state AUTOS by the jurisdiction where the AUTO is being used.

WE will not pay anyone more than once for the same elements of INJURY because of these extensions.

OTHER INSURANCE - The insurance afforded by this Coverage Part is primary, except it is excess:

- (1) under INSURING AGREEMENT A and C,

while the OWNED AUTO is in the care, custody, or control of any person or organization other than YOU, YOUR partner, executive officer, employee or a member of their or YOUR household;

- (2) under INSURING AGREEMENT A, B and C, over any collectible AUTO insurance provided on a TEMPORARY SUBSTITUTE AUTO.

If there is other AUTO medical payments insurance on an OWNED AUTO, WE will pay only the proportion that OUR limit under INSURING AGREEMENT B bears to the total of all applicable limits.

POLICY TERRITORY - This Coverage Part covers:

- (a) anywhere in the United States of America, its territories, or possessions, or Canada;
- (b) under INSURING AGREEMENTS A and B, in international waters or air space, if the LOSS or INJURY occurs in the course of travel or transportation between countries, states, or nations included in (a) above;
- (c) under INSURING AGREEMENT C, while being transported between ports of (a) above.

SUBROGATION - The SUBROGATION condition in the GENERAL CONDITIONS does not apply to INSURING AGREEMENT B.

GENERAL LIABILITY UNICOVER COVERAGE PART 950

This Coverage Part applies only when it is shown in the declarations. Such insurance applies only to those insureds, security interests and locations designated for each coverage as identified in declarations item 2 by letter(s) or number.

The General Conditions apply except as amended or replaced in this Coverage Part.

INSURING AGREEMENT - WE will pay all sums the INSURED legally must pay as DAMAGES (including punitive DAMAGES where insurable by law) because of INJURY to which this Coverage Part applies, caused by an OCCURRENCE arising out of the following hazards when shown in the declarations.

WE will also pay all sums the insured legally must pay because of COVERED POLLUTION DAMAGES to which this insurance applies caused by an OCCURRENCE arising out of PRODUCTS-COMPLETED OPERATIONS HAZARD when such hazard is shown in the declarations and out of the operation of covered MOBILE EQUIPMENT or AUTOS.

CONTRACTORS - construction operations for YOU by any contractor at the PREMISES including YOUR acts or omissions in the general supervision of those operations.

CUSTOMER COMPLAINT DEFENSE - any SUIT filed against YOU during the Coverage Part period by or on behalf of a customer arising out of the sale, lease, rental, service or repair of YOUR PRODUCT, other than as a direct result of an OCCURRENCE.

EMPLOYMENT RELATED DEFENSE - any SUIT filed against YOU during the Coverage Part period by or on behalf of an employee arising out of YOUR employment practices, including wrongful termination, other than as a direct result of an OCCURRENCE or as would be cov-

ered by a Workers Compensation or Employer's Liability policy.

PREMISES - the ownership, maintenance or use of the premises scheduled in the declarations and all operations necessary or incidental thereto, except the PRODUCTS - COMPLETED OPERATIONS HAZARD.

PRODUCTS - COMPLETED OPERATIONS HAZARD - INJURY occurring away from the premises YOU own or rent and resulting from YOUR WORK or YOUR PRODUCT, representations or warranties made with respect to fitness, durability, performance or use of YOUR WORK or YOUR PRODUCT, and providing or failure to provide warning or instructions for YOUR PRODUCT or YOUR WORK. This does not apply if:

- (1) the PRODUCT is still in YOUR physical possession;
- (2) the WORK has not been completed or abandoned.

YOUR WORK will be deemed completed at the earliest of the following:

- (a) when YOU have completely fulfilled a contract specifying the WORK;
- (b) when all WORK to be performed by YOU at a specific site has been completed;
- (c) when the portion of the WORK out of which the INJURY arises has been put to its intended use by any one other than a contractor or subcontractor working on the same project.

WORK requiring service, maintenance, or corrective work, repair, or replacement because of a defect, but which are otherwise completed are deemed completed.

COMPLETED OPERATIONS does not include INJURY caused by:

- (a) the transportation of property, unless caused by the loading or unloading of a vehicle;
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials.

WATERCRAFT - the ownership, maintenance, or use of the watercraft scheduled in the declarations, or its replacement, if reported to US during the Coverage Part period.

WE have the right and duty to defend any SUIT asking for these DAMAGES. WE may investigate and settle any claim or SUIT WE consider appropriate. OUR payment of the limit shown in the declarations ends OUR duty to defend.

WE have no right or duty to defend SUITS for DAMAGES not covered or declared by this Coverage Part.

WE will pay all defense costs actually incurred to defend any SUIT asking for CUSTOMER COMPLAINT DEFENSE and EMPLOYMENT RELATED DEFENSE when such insurance is included in the declarations. WE may investigate and, at OUR option, settle any such SUIT. If WE settle a SUIT the settlement will be at OUR expense except for the applicable deductible. Otherwise, all court costs, settlements and DAMAGES assessed against YOU will be at YOUR expense.

DEFINITIONS - When used in this Coverage Part:

"ADMINISTRATION" means (a) interpreting for or giving counsel to employees, (b) handling records, and (c) effecting enrollment, termination or cancellation of employees, all under YOUR employee benefits programs when such acts are authorized by YOU.

"AUTO" means any land motor vehicle, trailer or semi-trailer, designed for travel on public roads and includes its permanently attached equipment. AUTO does not include MOBILE EQUIP-

MENT.

"COVERED POLLUTION DAMAGES" means those POLLUTION DAMAGES not otherwise excluded, which occur away from premises owned or operated by YOU, arising from:

- (1) YOUR PRODUCT or WORK;
- (2) POLLUTANTS while being transported on covered MOBILE EQUIPMENT or AUTOS by YOU;
- (3) fuel or lubricants, fluids, exhaust gases or similar POLLUTANTS needed for or resulting from normal electrical, hydraulic or mechanical functioning of the covered MOBILE EQUIPMENT or AUTO or their parts, if the POLLUTANTS escape or are discharged or released directly from a MOBILE EQUIPMENT or AUTO part designed by the manufacturer to hold, store, receive or dispose of such POLLUTANTS;
- (4) POLLUTANTS, not in or upon a covered MOBILE EQUIPMENT or AUTO, that are upset, overturned, or damaged as a result of the maintenance or use of a covered MOBILE EQUIPMENT or AUTO and are the direct result of such upset, overturn or damage.

"DAMAGES" means amounts awardable by a court of law. With respect to INJURY Group 6, DAMAGES also means amounts awardable by administrative agencies. DAMAGES does not mean civil penalties, fines or assessments.

"DISCRIMINATION" means violation of any statute prohibiting unequal treatment of protected classes, including reverse discrimination, and harassment arising therefrom.

"INJURY" means bodily injury, sickness, disease or disability (including death resulting from any of these) or damage to or loss of use of tangible property. Such INJURY is referred to as Group 1.

INJURY will also mean the following Groups, when shown in the declarations:

Group 2--mental anguish, mental injury, fright, shock, or humiliation, except when arising from DISCRIMINATION;

Group 3--false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution, abuse of process, libel, slander, defamation of character, private nuisance (except pollution), invasion of rights of privacy or possession of personal property;

Group 4--plagiarism, misappropriation of advertising ideas or style, infringement of copyright, title, slogan or trademark;

Group 5--any error or omission in the ADMINISTRATION of YOUR profit sharing, pension or employee stock subscription plans or YOUR group life, group hospitalization or major medical, group accident and health, Worker's Compensation, unemployment, social security or disability benefits insurance;

Group 6--DISCRIMINATION.

"INSURED CONTRACT" means any of the following, if such contract or agreement is executed prior to the OCCURRENCE:

- (1) a lease of premises, elevator maintenance agreement, sidetrack agreement;
- (2) a license agreement in connection with vehicle or pedestrian private crossings at grade, any easement agreement except in connection with construction or demolition operations within 50 feet of a railroad;
- (3) an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- (4) that part of any other contract or agreement pertaining to YOUR business (including an indemnification of a municipality in connection with WORK performed for a municipality) under which YOU assume the tort liability of another. However, this does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for INJURY arising out of:
 - (a) preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
 - (b) giving directions or instructions, or failing to give them, if that is the pri-

mary cause of the INJURY.

"MOBILE EQUIPMENT" means vehicles designed for use principally off public roads, those not required to be licensed, and AUTOS used solely on YOUR premises. It includes, but is not limited to, bulldozers, power shovels, rollers, graders, scrapers, and any other road construction or repair equipment, farm machinery, cranes, forklifts, pumps, generators, air compressors, drills, street sweepers, riggers, or vehicles used to provide mobility for any of these when permanently attached to the equipment.

"OCCURRENCE" with respect to COVERED POLLUTION DAMAGES, INJURY Groups 1 and 2 means as accident, including continuous or repeated exposure to conditions, which results in such INJURY or COVERED POLLUTION DAMAGES during the Coverage Part period neither intended nor expected from the standpoint of a reasonably prudent person.

With respect to INJURY Groups 3, 4, 5 and 6, OCCURRENCE means acts of the INSURED during the Coverage Part period which result in such INJURY.

All INJURY or COVERED POLLUTION DAMAGES arising out of continuous or repeated exposure to substantially the same general conditions will be considered as arising out of one OCCURRENCE.

"POLLUTANTS" means any solid, liquid, gaseous, or thermal irritant or contaminant including (but not limited to) smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. "Waste" includes (but is not limited to) materials to be recycled, reconditioned, or reclaimed.

"POLLUTION DAMAGES" means any cost or expense arising out of a request, demand, order, claim or SUIT by or on behalf of a governmental authority demanding that the INSURED test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of POLLUTANTS.

"PRODUCTS" means the goods or products YOU made or sold, or those made or sold by others trading under YOUR name. It includes any container (other than a vehicle) for the goods or

products, but does not include a vending machine or any property (other than a container) rented or located for use of others but not sold.

"SUIT" means a civil action for DAMAGES, including arbitration or mediation to which the INSURED must submit or submits with OUR consent. A class action is one SUIT. SUIT does not mean administrative actions (except under INJURY Group 6 and EMPLOYMENT RELATED DEFENSE) or equitable actions.

"WORK" means work or operations YOU perform or someone else performed for YOU, and includes materials, parts, or equipment furnished with such work or operations.

WHO IS AN INSURED - Except with respect to CUSTOMER COMPLAINT DEFENSE:

- (1) YOU;
- (2) YOUR spouse, if YOU are a sole proprietor;
- (3) Any of YOUR partners and their spouses, paid employees, executive officers, directors, or stockholders while acting within the scope of their duties as such;
- (4) With respect to watercraft, any person or organization legally responsible for the use of the described watercraft within the scope of YOUR permission;
- (5) With respect to MOBILE EQUIPMENT, any person (including any person or organization responsible for their conduct) while driving it on a public road with YOUR permission.

With respect to CUSTOMER COMPLAINT DEFENSE:

- (1) YOU;
- (2) YOUR spouse, if YOU are a sole proprietor;
- (3) Any of YOUR partners and their spouses, directors, executive officers, and stockholders, while acting within the scope of their duties as such.

WHO IS NOT AN INSURED - Any partnership or joint venture, unless the partnership or joint venture is shown in the declarations as a Named Insured. This does not apply to any joint venture of which YOU are a part, with respect to any coverage afforded to YOU under Group 4 of the definition of INJURY.

EXCLUSIONS - This insurance does not apply to:

- (a) INJURY, EMPLOYMENT RELATED DEFENSE, COVERED POLLUTION DAMAGES, or CUSTOMER COMPLAINT DEFENSE, if caused by any dishonest, fraudulent or criminal acts committed by any INSURED;
- (b) any act committed by or at the direction of the INSURED with intent to cause harm. This exclusion does not apply if INJURY arises solely from the intentional use of reasonable force for the purpose of protecting persons or property;
- (c) INJURY as defined in Groups 1 and 2 to any employee of the INSURED arising out of and in the course of their employment by or on behalf of the INSURED:
 - (1) for which the INSURED may be held liable as an employer or in any other capacity;
 - (2) any obligation of the INSURED to indemnify or contribute with another because of such INJURY;
 - (3) to any INJURY sustained by any relative of the employee as a consequence of the INJURY to such employee.

This exclusion does not apply:

- (i) under Part (1), to domestic employees of the INSURED not entitled to Workers' Compensation benefits;
- (ii) under Part (2), to any contract excepted in Exclusion (d);
- (iii) to damage to or loss of use of tangible property owned by such employees;
- (iv) to INJURY, as defined in Group 1, to any of YOUR employees with respect

to any claim made or SUIT filed against them by another of YOUR employees because of an OCCURRENCE arising out of and in the course of their employment by YOU;

(d) liability assumed under any contract or agreement. This exclusion does not apply to an INSURED CONTRACT under:

- (i) INJURY Groups 1, 2 and 3;
- (ii) INJURY Groups 4, 5 or 6 with respect to YOUR negligent acts;

but in any event for no more coverage than is afforded the INSURED;

(e) any claim made or SUIT arising out of any manufacturer's warranty, extended warranty, extended service agreement, or mechanical breakdown agreement;

(f) INJURY, COVERED POLLUTION DAMAGES or CUSTOMER COMPLAINT DEFENSE arising out of the ownership, maintenance, repair, use, loading or unloading of any aircraft, or arising out of the manufacture, storage, sale, handling, or distribution of aircraft, aircraft engines, or aircraft parts;

(g) INJURY or POLLUTION DAMAGES arising out of the actual, alleged, or threatened discharge, dispersal, release, migration, seepage or escape of POLLUTANTS:

(1) that are or that are contained in any property that is:

- (i) being moved from the place where such property or POLLUTANTS are accepted by the INSURED for movement into or onto the covered MOBILE EQUIPMENT or AUTO;
- (ii) being moved from the covered MOBILE EQUIPMENT or AUTO to the place where such property or POLLUTANTS are finally delivered, disposed of or abandoned by the INSURED;
- (iii) being transported or towed by the covered MOBILE EQUIPMENT or AUTO;
- (iv) otherwise in the course of transit;
- (v) being stored, disposed of, treated or

processed in or upon the covered MOBILE EQUIPMENT or AUTO;

Parts (1),(i),(ii) and (iii) do not apply to POLLUTANTS or POLLUTANTS contained in property, being transported or towed by, handled for movement into, onto or from a MOBILE EQUIPMENT or AUTO by YOU;

(2) at or from premises owned, rented or occupied by an INSURED;

(3) at or from any site or location used by or for any INSURED or others for the handling, storage, disposal, processing or treatment of waste;

(4) at or from any site or location on which any INSURED or any contractors or subcontractors working directly or indirectly on an INSURED'S behalf are performing operations:

- (i) to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the POLLUTANTS;
- (ii) if the POLLUTANTS are brought on or to the site in connection with such operations;

(5) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any INSURED or any person or organization for whom the INSURED may be legally responsible.

This exclusion does not apply to INJURY caused by heat, smoke or fumes from a hostile fire. A "hostile fire" is one that becomes uncontrollable or breaks out from where it was intended to be;

Paragraphs (1) (v) and (2) through (5) do not apply to fuels, lubricants, fluids, exhaust gases or other similar POLLUTANTS that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered MOBILE EQUIPMENT or AUTO and their parts, if the POLLUTANTS escape or are discharged, dispersed or released directly from a MOBILE EQUIPMENT or AUTO part designed by its manufacturer to hold, store,

receive or dispose of such POLLUTANTS.

Paragraph (2) does not apply to airborne paint overspray.

Paragraphs (2) through (5) do not apply to POLLUTANTS not in or upon the covered MOBILE EQUIPMENT or AUTO if:

1. the POLLUTANTS or any property in which the POLLUTANTS are contained are upset, overturned or damaged as a result of the maintenance or use of the covered MOBILE EQUIPMENT or AUTO,
 2. the discharge, dispersal, release or escape of the POLLUTANTS is caused directly by such upset, overturn or damage, and
 3. the INJURY is not otherwise excluded under Paragraph (1) of this exclusion;
- (h) INJURY or COVERED POLLUTION DAMAGES arising out of YOUR business of serving, manufacturing, distributing or selling alcoholic beverages;
- (i) INJURY or COVERED POLLUTION DAMAGES arising out of the ownership, use, loading or unloading of any:
- (1) AUTO, except YOUR parking of an AUTO not owned, rented, leased, or loaned to any INSURED, on or on the ways next to the PREMISES scheduled in the declarations;
 - (2) MOBILE EQUIPMENT while being operated in, or in practice or preparation for any prearranged or organized race, rally, speed, demolition, or competitive contest or stunting activity; or to any snowmobile or trailer designed for use with it;
 - (3) watercraft (i) while rented or leased to others by YOU, (ii) carrying any passenger for a consideration, (iii) while afloat over fifty nautical miles from the coastal shoreline of the 48 contiguous United States, the District of Columbia, or Canada, (iv) while operated in, or in preparation for, any prearranged or organized race, rally, speed, or competitive contest or stunting

activity.

Part (3) of this exclusion does not apply to any watercraft while ashore on any premises insured under the PREMISES hazard;

- (j) INJURY or COVERED POLLUTION DAMAGES to property owned by, rented or leased to, used by, in the care, custody or control of, or being transported by the INSURED. This exclusion does not apply to liability assumed by YOU under a written sidetrack agreement with respect to property used by YOU or in YOUR care, custody, or control;
- (k) loss of use of property not physically damaged, if caused by:
- (1) YOUR delay or failure in performing any agreement or contract;
 - (2) the failure of YOUR PRODUCT or YOUR WORK to meet the quality warranted or the level of performance represented;
- (l) INJURY, COVERED POLLUTION DAMAGES or CUSTOMER COMPLAINT DEFENSE claimed because of the recall of YOUR PRODUCTS or YOUR WORK, or other property of which they form a part, due to a known or suspected defect or deficiency they contain;
- (m) INJURY, as defined in Groups 3 and 4 if the first injurious offense was committed prior to the Coverage Part period;
- (n) INJURY, as defined in Group 5, if caused by:
- (1) failure of performance by any insurer or self insurer;
 - (2) an INSURED'S failure to comply with any Workers' Compensation, unemployment insurance, Social Security or disability benefits law or similar laws;
 - (3) failure of investments or assets to perform as represented by an INSURED;
 - (4) advice given by an INSURED to an employee to participate or not to participate in stock subscription plans;

- (5) failure of any Employee Benefits program, for any reason;
- (6) the investment or non-investment of funds;
- (7) violation of the duties, obligations or responsibilities imposed by the Employee Retirement Income Security Act of 1974, its amendments, or any similar local, state or federal law. This exclusion also applies to all remedies under the Consolidated Omnibus Budget Reconciliation Act (COBRA) except to benefits due an employee prescribed by the act;

(o) INJURY, COVERED POLLUTION DAMAGES, CUSTOMER COMPLAINT DEFENSE or EMPLOYMENT RELATED DEFENSE arising out of an INSURED'S activities as an insurance agent, broker or consultant;

(p) radioactive contamination or the explosion or malfunction of a nuclear weapon, device or facility, or their consequences;

(q) INJURY or COVERED POLLUTION DAMAGES to premises after YOU transfer ownership or possession to another, if INJURY or COVERED POLLUTION DAMAGES is caused prior to the transfer;

(r) INJURY or COVERED POLLUTION DAMAGES arising out of the transportation of MOBILE EQUIPMENT by an AUTO owned, operated, rented, leased, or borrowed by YOU.

THE MOST WE WILL PAY - Regardless of the number of INSUREDS insured by this Coverage Part, premiums charged, persons or organizations who sustain INJURY or COVERED POLLUTION DAMAGES, claims made or SUITS brought, the most WE will pay is the limit shown in the declarations for any one OCCURRENCE.

With respect to liability assumed under a contract or agreement, WE will pay no more than the amount required by such contract or agreement, or the limit shown in the declarations, whichever is less.

With respect to CUSTOMER COMPLAINT DEFENSE and EMPLOYMENT RELATED

DEFENSE, the limit per SUIT stated in the declarations in defense costs for such coverage, but not for more than the annual aggregate limit in the declarations for all such defense costs during the Coverage Part period.

Any settlement made by US under CUSTOMER COMPLAINT DEFENSE or EMPLOYMENT RELATED DEFENSE will be included in the limit per SUIT and the annual aggregate limit shown in the declarations.

OUR obligation to pay under CUSTOMER COMPLAINT DEFENSE will cease when the manufacturer assumes defense of such SUITS or claims made against an INSURED.

DEDUCTIBLES - From the amount payable for INJURY, other than Group 6, WE will deduct the amount shown in the declarations from each OCCURRENCE. As shown in the declarations:

"Work" means INJURY to AUTOS arising out of YOUR WORK.

"Products" means INJURY to YOUR PRODUCTS if caused by a defect existing in YOUR PRODUCT at the time possession was relinquished to the purchaser.

From the amounts payable for DAMAGES, settlements and defense costs for INJURY Group 6, WE will deduct the percentage shown in the declarations for each SUIT or claim filed against YOU. The most WE will deduct for all DAMAGES, settlements and defense costs for each claim or SUIT is that percentage times the limit shown in the declarations.

From the amounts payable for settlements and defense for CUSTOMER COMPLAINT DEFENSE and EMPLOYMENT RELATED DEFENSE, WE will deduct the amount shown in the declarations for each SUIT filed against YOU.

WE WILL ALSO PAY - WE will pay, in addition to OUR limits for INJURY and COVERED POLLUTION DAMAGES:

- (a) all costs and expenses in defending an INSURED, and interest on that part of the judgment covered by this Coverage Part

within OUR limits, that accrues after entry of any judgment in any SUIT WE defend, but only until WE have paid, offered to pay or deposited in court that part of the judgment that is within OUR limit;

- (b) premiums on appeal bonds or bonds to release property used to secure YOUR legal obligations, in a SUIT WE defend, but only for bond amounts within OUR limit. Also, up to \$250 for the cost of bail bonds required because of an OCCURRENCE, including related traffic law violations. WE do not have to furnish or secure these bonds;
- (c) expenses YOU incur for first aid to anyone injured in an OCCURRENCE covered by this Coverage Part;
- (d) up to \$100 a day for loss of earnings (but not other income) because of attendance at hearings or trials at OUR request;
- (e) other reasonable expenses incurred at OUR request.

INSURED'S DUTIES AFTER INJURY, COVERED POLLUTION DAMAGES, OCCURRENCE, CLAIM OR SUIT - If there is an OCCURRENCE, the INSURED is sued, or a claim is made against an INSURED:

- (1) YOU must report this to US as soon as possible. Give US all the details YOU can, including when, where and how it happened, the names and addresses of persons involved, injured, and any witnesses;
- (2) Each INSURED must promptly send US all documents, if they are sued or if claim is made against them. If a dispute arises as to whether an INSURED mailed, or WE received, notice of claim or SUIT, only a certified mailing receipt will be proof of mailing;

- (3) Each INSURED must cooperate and assist US in the investigation, settlement, defense, enforcement of contribution or indemnification. The INSURED may not, except at their own expense, make any offer or payment, assume any obligation or incur any expense unless otherwise permitted by this Coverage Part.

NEWLY ACQUIRED ORGANIZATIONS EXTENSION - The insurance afforded by this Coverage Part is extended to include as a named insured any organization acquired or formed by YOU and which YOU maintain ownership or in which the majority interest is the same as YOU. This extension ends the earlier of 90 days from (a) the date of acquisition or formation or (b) the date YOU report the newly acquired or formed organization to US. This extension does not apply to any organization:

- (1) that is a joint venture;
- (2) that is an insured under any other liability or indemnity policy;
- (3) that has exhausted its limit of insurance under any other liability policy;
- (4) which is in a different business than YOU.

OTHER INSURANCE - The insurance afforded by this Coverage Part is primary, except it is excess:

- (1) for COVERED POLLUTION DAMAGES, CUSTOMER COMPLAINT DEFENSE, and EMPLOYMENT RELATED DEFENSE ;
- (2) under the LIMITED WORLDWIDE LIABILITY EXTENSION.

LIMITED WORLDWIDE LIABILITY EXTENSION - With respect to INJURY, the POLICY TERRITORY is extended to anywhere in the world when caused by an INSURED who permanently lives in the United States of America, its possessions, or Canada but only while temporarily outside those places. This extension does not apply to WATERCRAFT.

**PERSONAL UMBRELLA
UNICOVER COVERAGE PART 970**

This Coverage Part applies only when it is shown in the declarations. Such insurance applies only to those insureds, security interests and locations designated for each coverage as identified in declarations item 2 by letter(s) or number.

The General Conditions apply except as amended or replaced in this Coverage Part.

INSURING AGREEMENT - WE will pay for LOSS, subject to the terms and conditions of this Coverage Part, in excess of:

- (a) coverage provided in any UNDERLYING INSURANCE;
- (b) coverage provided to an INSURED in any other insurance;
- (c) in the absence of (a) or (b) the retention shown in the declarations.

WE have the right and duty to defend any SUIT for LOSS not covered by other insurance, but WE have no right or duty to defend SUITS for LOSS not covered by this Coverage Part. WE may investigate and settle any claim or SUIT WE consider appropriate.

WE also have the right to defend any SUIT for LOSS covered by other insurance.

OUR payment of the limit shown in the declarations ends OUR duty to defend.

DEFINITIONS - When used in this Coverage Part:

"AUTO" means a land motor vehicle, trailer or semi-trailer, including farm tractors and farm implements.

"COVERED POLLUTION DAMAGES" means those POLLUTION DAMAGES not otherwise excluded which occur away from premises owned or operated by YOU, arising from:

- (1) fuel or lubricants, fluids, exhaust gases or other similar POLLUTANTS needed for or resulting from the normal electrical, hydraulic or mechanical functioning of the covered AUTO or its parts, if the POLLUTANTS escape or are discharged or released directly from an AUTO part designed by the manufacturer to hold, store, receive or dispose of such POLLUTANTS;
- (2) POLLUTANTS, not in or upon a covered AUTO, that are upset, overturned or damaged as a result of the maintenance or use of a covered AUTO and are the direct result of such upset, overturn or damage.

"DAMAGES" means amounts awardable by a court of law. With respect to part 4 of the definition of INJURY, DAMAGES also means amounts awardable by administrative agencies. DAMAGES does not mean civil penalties, fines or assessments.

"DISCRIMINATION" means violation of any statute prohibiting unequal treatment of protected classes, including reverse discrimination, and harassment arising therefrom.

"INJURY" means (1) bodily injury, sickness, disease, or disability (including death resulting from any of these) or damage to or loss of use of tangible property, (2) mental anguish, mental injury, fright, shock, or humiliation, except when arising from DISCRIMINATION, (3) false arrest, false imprisonment, wrongful detention, abuse of process, wrongful eviction, malicious prosecution, libel, slander, defamation, private nuisance (except pollution), invasion of rights of privacy or possession of personal property, (4) DISCRIMINATION.

"LOSS" means all sums the INSURED legally must pay as DAMAGES because of INJURY to which this insurance applies caused by an OCCURRENCE. LOSS also means all sums the

INSURED must pay as COVERED POLLUTION DAMAGES to which this insurance applies caused by an OCCURRENCE.

"OCCURRENCE" with respect to parts 1 and 2 of the definition of INJURY and to COVERED POLLUTION DAMAGES, means an accident, including continuous or repeated exposure to conditions, which results in such INJURY or COVERED POLLUTION DAMAGES during the Coverage Part period neither intended nor expected from the standpoint of a reasonably prudent person.

With respect to parts 3 and 4 of the definition of INJURY, OCCURRENCE means acts of the INSURED during the Coverage Part period which result in such INJURY.

All INJURY or COVERED POLLUTION DAMAGES arising out of continuous or repeated exposure to substantially the same general conditions will be considered as arising out of one OCCURRENCE.

"POLLUTANTS" means any solid, liquid, gaseous, or thermal irritant or contaminant including (but not limited to) smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. "Waste" includes (but is not limited to) materials to be recycled, reconditioned, or reclaimed.

"POLLUTION DAMAGES" means any cost or expense arising out of a request, demand, order, claim or SUIT by or on behalf of a governmental authority demanding that the INSURED test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of POLLUTANTS.

"SUIT" means a civil action for DAMAGES, including arbitration or mediation to which the INSURED must submit or submits with OUR consent. A class action is one SUIT. SUIT does not mean administrative actions (except under part 4 of the definition of INJURY) or equitable actions.

"UNDERLYING INSURANCE" means the coverage and limits of liability afforded to YOU by the underlying policy(s) or insurance scheduled in the declarations for this Coverage Part.

WHO IS AN INSURED - With respect to this Coverage Part:

- (1) YOU;
- (2) If a resident of YOUR household:
 - (a) YOUR spouse;
 - (b) a relative or ward of YOURS;
 - (c) any other person under the age of 21 in the care of any of the foregoing.

EXCLUSIONS - This insurance does not apply to:

- (a) INJURY or COVERED POLLUTION DAMAGES caused by any dishonest, fraudulent or criminal act committed by any INSURED;
- (b) any act committed by or at the direction of the INSURED with intent to cause harm. This exclusion does not apply if INJURY arises solely from the intentional use of reasonable force for the purpose of protecting persons or property;
- (c) INJURY to any employee of the INSURED arising out of and in the course of their employment by the INSURED:
 - (1) for which the INSURED may be held liable as an employer or in any other capacity;
 - (2) any obligation of the INSURED to indemnify or contribute with another because of such INJURY;
 - (3) to any INJURY sustained by any relative of the employee as a consequence of the INJURY to such employee.

Part (1) does not apply to domestic employees;

- (d) liability assumed by an INSURED under any contract for INJURY which is an extension of the liability imposed upon the INSURED by statutory or common law, or INJURY to property to the extent an INSURED is under contract to provide insurance;

- (e) the ownership, maintenance, repair, use, loading or unloading of any aircraft or hovercraft;
- (f) any act or omission of the INSURED in any business, profession, or occupational pursuits, or as an officer or member of any board of directors of any corporation or other organization. This exclusion does not apply to: (1) farm properties; (2) the INSURED'S activities as an officer or member of any organization or corporation which is not formed for profit; (3) property YOU rent to others when there is UNDERLYING INSURANCE for such property.

Part (2) of the exception does not apply to:

- (i) any activity on behalf of the government of the United States, Canada, or their political subdivisions;
 - (ii) any activity by a not-for-profit organization or corporation made directly or indirectly on behalf of a parent or ancillary organization or corporation that is formed for-profit;
- (g) INJURY or POLLUTION DAMAGES arising out of the actual, alleged, or threatened discharge, dispersal, release, migration, seepage, or escape of POLLUTANTS:

- (1) that are or that are contained in any property that is:
 - (i) being moved from the place where such property or POLLUTANTS are accepted by the INSURED for movement into or onto the covered AUTO;
 - (ii) being moved from the covered AUTO to the place where such property or POLLUTANTS are finally delivered, disposed of or abandoned by the INSURED;
 - (iii) being transported or towed by the covered AUTO;
 - (iv) otherwise in the course of transit;
 - (v) being stored, disposed of, treated or processed in or upon the covered AUTO;

- (2) at or from premises owned, rented or occupied by an INSURED;
- (3) at or from any site or location used by or for any INSURED or others for the handling, storage, disposal, processing or treatment of waste;
- (4) at or from any site or location on which any INSURED or any contractors or subcontractors working directly or indirectly on an INSURED'S behalf are performing operations:
 - (i) to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the POLLUTANTS;
 - (ii) if the POLLUTANTS are brought on or to the site in connection with such operations;
- (5) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any INSURED or any person or organization for whom the INSURED may be legally responsible.

This exclusion does not apply to INJURY caused by heat, smoke or fumes from a hostile fire. A "hostile fire" is one that becomes uncontrollable or breaks out from where it was intended to be.

Paragraphs (1)(v) and (2) through (5) do not apply to fuels, lubricants, fluids, exhaust gases or other similar POLLUTANTS that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered AUTO or its parts, if the POLLUTANTS escape or are discharged, dispersed or released directly from an AUTO part designed by its manufacturer to hold, store, receive or dispose of such POLLUTANTS.

Paragraphs (2) through (5) do not apply to POLLUTANTS not in or upon the covered AUTO if:

- 1. the POLLUTANTS or any property in

which the POLLUTANTS are contained are upset, overturned or damaged as a result of the maintenance or use of the covered AUTO,

2. the discharge, dispersal, release or escape of the POLLUTANTS is caused directly by such upset, overturn or damage, and
 3. the INJURY is not otherwise excluded under Paragraph (1) of this exclusion;
- (h) the ownership, maintenance, repair, use, loading or unloading of any AUTO or watercraft. This exclusion does not apply to the extent any insurance is afforded by the UNDERLYING INSURANCE. In no event will this insurance apply to any watercraft in excess of 35 feet in length;
- (i) any AUTO or watercraft while:
- (1) rented or leased to others by an INSURED;
 - (2) being operated in, or in preparation for any prearranged or organized race, rally, speed, demolition, or competitive contest, or stunting activity, or obstacle course;
 - (3) being used as a taxicab, bus, public livery vehicle, emergency ambulance, long haul public freight carrier, carrier of property for a charge, transportation of explosives, gasoline, liquefied petroleum gas, or other volatile petroleum products;
- (j) INJURY or COVERED POLLUTION DAMAGES to: (1) property owned by an INSURED; (2) watercraft rented to, used by, or in the care, custody or control of an INSURED;
- (k) part 3 of the definition of INJURY, if the first injurious offense was committed prior to the Coverage part period;
- (l) radioactive contamination or the explosion or malfunction of a nuclear weapon, device or facility, or their consequences;
- (m) punitive DAMAGES awarded against the INSURED, unless insurable by law and covered by the UNDERLYING INSURANCE;

(n) any INJURY recoverable under automobile no-fault or personal injury protection, Uninsured Motorists or Underinsured Motorists Coverages;

(o) INJURY to any INSURED, except as covered by UNDERLYING INSURANCE;

(p) INJURY arising from the transmission of a communicable disease by any INSURED.

THE MOST WE WILL PAY - Regardless of the number of INSUREDS, AUTOS, or watercraft insured or premiums charged by this Coverage Part, persons or organizations who sustain INJURY or COVERED POLLUTION DAMAGES, claims made or SUITS brought, the most WE will pay is the least of the following:

(a) when there is no coverage for a LOSS available to the INSURED in the UNDERLYING INSURANCE or any other insurance, WE will pay the difference between OUR limit and the retention which are both shown in the declarations;

(b) when coverage for a LOSS is available to the INSURED in the UNDERLYING INSURANCE only, WE will pay OUR limit in excess of such UNDERLYING INSURANCE;

(c) when there is no coverage for a LOSS available to the INSURED in the UNDERLYING INSURANCE but there is coverage available under another insurance policy (which was not purchased as excess of this policy), WE will pay OUR limit in excess of the limits of such other insurance;

(d) when there is coverage for a LOSS available in both the UNDERLYING INSURANCE and any other insurance (which was not purchased as excess of this policy) WE will pay OUR limit shown in the declarations but only after the UNDERLYING INSURANCE and such other insurance have been exhausted.

MAINTENANCE OF UNDERLYING INSURANCE - This insurance will apply as if the UNDERLYING INSURANCE is in effect, even if (1) YOU have reduced such insurance or failed to keep it in effect, (2) coverage has been denied or reduced due to the INSURED'S failure to comply with the policy conditions, or (3) the underlying insurer is bankrupt or insolvent. This condition does not apply to the exhaustion of an aggregate limit in the UNDERLYING INSURANCE.

WE WILL ALSO PAY - If there is no UNDERLYING INSURANCE or any other insurance available to an INSURED, and coverage is afforded by this Coverage Part (except for the INSURED'S retention) WE will pay, in addition to OUR limit:

- (a) all costs and expenses in defending an INSURED, and interest on that part of the judgment covered by this Coverage Part within OUR limits, that accrues after entry of any judgment in any SUIT WE defend, but only until WE have paid, offered to pay or deposited in court that part of the judgment that is within OUR limit;
- (b) premiums on appeal bonds or bonds to release property used to secure YOUR legal obligations, in a SUIT WE defend, but only for bonds up to OUR limit. Also, up to \$250 for the costs of bail bonds required because of an OCCURRENCE, including related traffic law violations. WE do not have to furnish or secure these bonds;
- (c) other reasonable expenses incurred at OUR request.

If any jurisdiction will not let US defend YOU, WE will pay any such expenses when WE agree, in advance, in writing.

HOW WE WILL PAY - WE have no obligation to pay for a LOSS until (1) the UNDERLYING INSURANCE carrier(s) has paid or agreed to pay their policy limits, (2) any other insurer whose policy is available to the INSURED has paid or

agreed to pay its policy limits, and (3) the INSURED has paid or agreed to pay the retention or any difference between the limits stated in this UNDERLYING INSURANCE and the actual limits (if less) as stated in such policies.

INSURED'S DUTIES AFTER INJURY, COVERED POLLUTION DAMAGES, OCCURRENCE, CLAIM OR SUIT - If there is an OCCURRENCE, the INSURED is sued or a claim is made against an INSURED:

- (1) YOU must report this to US as soon as possible. Give US all the details YOU can, including when, where and how it happened, the names and addresses of persons involved, injured and any witnesses;
- (2) Each INSURED must promptly send US all documents, if they are sued or if claim is made against them. If a dispute arises as to whether an INSURED mailed, or WE received, notice of claim or SUIT, only a certified mailing receipt will be proof of mailing;
- (3) Each INSURED must cooperate and assist US in the investigation, settlement, defense, enforcement of contribution or indemnification. The INSURED may not, except at their own expense, make any offer or payment, assume any obligation or incur any expenses unless otherwise permitted in this Coverage Part.

DEFENSE AND SETTLEMENT - If there is UNDERLYING INSURANCE or other insurance available to the INSURED, WE will not assume charge of defense or settlement of any claims made or SUITS brought against the INSURED. After the UNDERLYING INSURANCE or other insurance has been exhausted, by payment (or written agreement to pay) and all duties to defend have been extinguished, WE will assume charge of further defense or settlement.

WE do have the right to associate with the INSURED in defense and control of any claim or SUIT likely to include US.

APPEALS - If the INSURED, the UNDERLYING INSURANCE carrier, or any other insurance carrier that has insurance available to the INSURED, chooses not to appeal a judgment in excess of their retention or limits, WE may do so. WE will pay all expenses, and be liable for the costs and interests for the appeal. In no event, however, will OUR liability exceed the limit stated in the declaration.

OTHER INSURANCE - Except as provided in THE MOST WE WILL PAY, the insurance afforded by this Coverage Part is excess over the amount due from any other insurance, whether collectible or not.

NON-STACKING OF LIMITS - When an INSURED has coverage for a LOSS under this Coverage Part and any other Umbrella policy issued by US, the most WE will pay is the percentage the limit under this Coverage Part bears to the total limits of all such policies, but not for more than that percentage of the highest limit of all such policies.

POLICY TERRITORY - This Coverage Part applies anywhere in the world, except with respect to watercraft. Watercraft are covered, while afloat, only within fifty nautical miles of the coastal shoreline of the 48 contiguous United States, the District of Columbia, or Canada.

**UMBRELLA
UNICOVER COVERAGE PART 980**

This Coverage Part applies only when it is shown in the declarations. Such insurance applies only to those insureds, security interests and locations designated for each coverage as identified in declarations item 2 by letter(s) or number.

The General Conditions apply except as amended or replaced in this Coverage Part.

INSURING AGREEMENT - WE will pay for LOSS, subject to the terms and conditions of this Coverage Part, in excess of:

- (a) coverage provided in any UNDERLYING INSURANCE;
- (b) coverage provided to an INSURED in any other insurance;
- (c) in the absence of (a) or (b) the retention shown in the declarations.

WE have the right and duty to defend any SUIT for LOSS not covered by other insurance, but WE have no right or duty to defend SUITS for LOSS not covered by this Coverage Part. WE may investigate and settle any claim or SUIT WE consider appropriate.

WE also have the right to defend any SUIT for LOSS covered by other insurance.

OUR payment of the limit shown in the declarations ends OUR duty to defend.

DEFINITIONS - When used in this Coverage Part:

"AUTO" means a land motor vehicle, trailer or semi-trailer, designed for travel on public roads and includes permanently attached equipment. AUTO does not include MOBILE EQUIPMENT.

"CONTRACTORS" means construction operations for YOU by any contractor at the PREMISES. This definition does not apply to GARAGE OPERATIONS.

"COVERED POLLUTION DAMAGES" means those POLLUTION DAMAGES not otherwise excluded which occur away from premises owned or operated by YOU, arising from:

- (1) YOUR PRODUCT or WORK;
- (2) POLLUTANTS while being transported on a covered AUTO or MOBILE EQUIPMENT by YOU;
- (3) fuel or lubricants, fluids, exhaust gases or other similar POLLUTANTS needed for or resulting from the normal electrical, hydraulic or mechanical functioning of the covered AUTO or MOBILE EQUIPMENT or their parts, if the POLLUTANTS escape or are discharged or released directly from a vehicle part designed by the manufacturer to hold, store, receive or dispose of such POLLUTANTS;
- (4) POLLUTANTS, not in or upon a covered AUTO or MOBILE EQUIPMENT, that are upset, overturned or damaged as a result of the maintenance or use of a covered AUTO or MOBILE EQUIPMENT and are the direct result of such upset, overturn or damage.

"CUSTOMER COMPLAINT DEFENSE" means any SUIT filed against YOU during the Coverage Part period by or on behalf of a customer arising out of the sale, lease, rental, service or repair of YOUR PRODUCT, other than as a direct result of an OCCURRENCE or as defined in STATUTE AND TITLE E&O.

"CUSTOMER'S AUTOS" means an AUTO or MOBILE EQUIPMENT not owned or acquired by YOU but in YOUR care, custody, or control for safekeeping, storage, service, or repair.

"DAMAGES" means amounts awardable by a court of law. With respect to part 6 of the definition of INJURY, DAMAGES also means amounts awardable by administrative agencies. DAMAGES does not mean civil penalties, fines or assessments.

"DISCRIMINATION" means violation of any statute prohibiting unequal treatment of protected classes, including reverse discrimination, and harassment arising therefrom.

"EMPLOYMENT RELATED DEFENSE" means any SUIT filed against YOU during the Coverage Part period by or on behalf of an employee arising out of YOUR employment practices, including wrongful termination, other than as a result of an OCCURRENCE or as would be covered by a Workers Compensation or Employers Liability policy.

"GARAGE OPERATIONS" means the ownership, maintenance, or use of that portion of any premises where YOU conduct YOUR garage business, and all other operations necessary or incidental thereto.

"HAULAWAY" means a conveyance designed solely for use in transporting four or more four-wheeled motor vehicles.

"INJURY" means:

- (1) bodily injury, sickness, disease, or disability (including death resulting from any of these) or damage to or loss of use of tangible property;
- (2) mental anguish, mental injury, fright, shock, or humiliation, except when arising from DISCRIMINATION;
- (3) false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution, abuse of process, libel, slander, defamation of character, private nuisance (except pollution), invasion of rights of privacy or possession of personal property;
- (4) plagiarism, misappropriation of advertising ideas or style, infringement of copyright, title, slogan or trademark;

INJURY will also mean, if insurance is afforded in the UNDERLYING INSURANCE for:

- (5) any error or omission in the administration of YOUR profit sharing, pension, or employee stock subscription plans or

YOUR group life, group hospitalization, or major medical, group accident and health, Workers' Compensation, unemployment, social security, or disability benefits insurance. "Administration" means (a) interpreting for or giving counsel to employees, (b) handling records, and (c) effecting enrollment, termination or cancellation of employees, all under YOUR employee benefits programs when such acts are authorized by YOU;

(6) DISCRIMINATION.

"INSURED CONTRACT" means any of the following, if such contract or agreement is executed prior to the OCCURRENCE:

- (1) a lease of premises, elevator maintenance agreement, sidetrack agreement;
- (2) a license agreement in connection with vehicle or pedestrian private crossings at grade, any easement agreement except in connection with construction or demolition operations within 50 feet of a railroad;
- (3) an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- (4) that part of any contract or agreement by YOU, YOUR partners, executive officers, stockholders, directors, or employees pertaining to the rental or lease of AUTOS to them for use in YOUR business. This does not apply to damage to such AUTO;
- (5) any written contract or agreement in which YOU agree to indemnify or hold harmless any manufacturer, distributor or importer of AUTOS, MOBILE EQUIPMENT or watercraft with respect to YOUR use, repair, or servicing of AUTOS, MOBILE EQUIPMENT or watercraft;
- (6) that part of any other contract or agreement pertaining to YOUR business (including an indemnification of a municipality in connection with WORK performed for a municipality) under which YOU assume the tort liability of another. However, this does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for INJURY arising out of:

- (a) preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (b) giving directions or instructions, or failing to give them, if that is the primary cause of the INJURY.

"LOSS" means all sums the INSURED legally must pay as DAMAGES because of INJURY to which this insurance applies caused by an OCCURRENCE. "LOSS" also means all sums the insured must pay as COVERED POLLUTION DAMAGES to which this insurance applies caused by an OCCURRENCE.

"MOBILE EQUIPMENT" means vehicles designed for use principally off public roads, those not required to be licensed, and AUTOS used solely on YOUR premises. It includes, but is not limited to, bulldozers, power shovels, rollers, graders, scrapers, and any other road construction or repair equipment, farm machinery, cranes, forklifts, pumps, generators, air compressors, drills, street sweepers, riggers, or vehicles used to provide mobility for any of these when permanently attached to the equipment.

"OCCURRENCE" with respect to parts 1 and 2 of the definition of INJURY and to COVERED POLLUTION DAMAGES, means an accident, including continuous or repeated exposure to conditions, which results in such INJURY or COVERED POLLUTION DAMAGES during the Coverage Part period neither intended nor expected from the standpoint of a reasonably prudent person.

With respect to parts 3, 4, 5 and 6 of the definition of INJURY, OCCURRENCE means acts of the INSURED during the Coverage Part period which result in such INJURY.

All INJURY or COVERED POLLUTION DAMAGES arising out of continuous or repeated exposure to substantially the same general conditions will be considered as arising out of one OCCURRENCE.

"POLLUTANTS" means any solid, liquid, gaseous or thermal irritant or contaminant includ-

ing (but not limited to) smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. "Waste" includes (but is not limited to) materials to be recycled, reconditioned, or reclaimed.

"POLLUTION DAMAGES" means any cost or expense arising out of a request, demand, order, claim or SUIT by or on behalf of a governmental authority demanding that the INSURED test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of POLLUTANTS.

"PREMISES" means the ownership, maintenance, or use of any premises where YOU conduct YOUR business and all operations necessary or incidental thereto, except the PRODUCT COMPLETED OPERATIONS hazard. This definition does not apply to GARAGE OPERATIONS.

"PRODUCTS" means the goods or products YOU make, sell, service, or repair. It includes any container for the goods or products (other than a vehicle), but does not include a vending machine or any property (other than a container) rented or located for use of others but not sold.

"PRODUCTS - COMPLETED OPERATIONS" means INJURY occurring away from the premises YOU own or rent and resulting from YOUR WORK or YOUR PRODUCT, representations or warranties made with respect to fitness, durability, performance or use of YOUR WORK or YOUR PRODUCT, and providing or failure to provide warning or instructions for YOUR PRODUCT or YOUR WORK. This does not apply if:

- (1) the PRODUCT is still in YOUR physical possession;
- (2) the WORK has not been completed or has been abandoned.

YOUR WORK will be deemed completed at the earliest of the following:

- (a) when YOU have completely fulfilled a contract specifying the WORK;
- (b) when all WORK to be performed by YOU at a specific site have been completed;
- (c) when the portion of the WORK out of which the INJURY arises has been put to

its intended use by any one other than a contractor or subcontractor working on the same project.

WORK requiring service, maintenance, or corrective work, repair, or replacement because of a defect, but which are otherwise completed are deemed completed.

COMPLETED OPERATIONS does not include INJURY caused by:

- (a) the transportation of property, unless caused by the loading or unloading of a vehicle;
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials.

"STATUTE AND TITLE E&O" means any claim or SUIT filed against YOU, other than as a result of an OCCURRENCE or CUSTOMER COMPLAINT DEFENSE, by or on behalf of:

- (a) a customer arising out of GARAGE OPERATIONS, because of an alleged violation during the Coverage Part Period, of any federal, state or local:
 - (1) odometer law,
 - (2) truth-in-lending or truth-in-leasing law,
 - (3) auto damage disclosure law,
 - (4) competitive auto parts law, or
 - (5) used car "Buyers Guide", including federal regulation 455;
- (b) any person or organization who has suffered a financial loss due to the failure of YOUR employee, to properly specify during the Coverage Part period, the name of the security interest or "legal owner" on auto title papers.

"SUIT" means a civil action for DAMAGES, including arbitration or mediation to which the INSURED must submit or submits with OUR consent. A class action is one SUIT. SUIT does not mean administrative actions (except under part 6 of the definition of INJURY) or equitable actions.

"UNDERLYING INSURANCE" means the coverage and limits of liability afforded to YOU by the

underlying policy(s) or insurance scheduled in the declarations for this Coverage Part. UNDERLYING INSURANCE does not include any insurance afforded by the Supplemental Limits portion of Coverage Part 330.

"WORK" means work or operations YOU perform or someone else performed for YOU, and includes materials, parts, or equipment furnished with such work or operations.

WHO IS AN INSURED - Except with respect to the ownership, maintenance, use, loading, or unloading of any AUTO or watercraft:

- (a) YOU (and YOUR spouse if YOU are a sole proprietor); if YOU are a sole proprietor, coverage applies only to YOUR business activities as covered by the UNDERLYING INSURANCE;
- (b) any of YOUR partners and their spouses, paid employees, directors, executive officers, or stockholders, while acting within the scope of their duties as such;
- (c) any other person or organization named in the UNDERLYING INSURANCE (provided to the Named Insured of this Coverage Part) but not for broader coverage than provided to those persons or organizations in the UNDERLYING INSURANCE.

With respect to any AUTO or watercraft:

- (a) YOU;

With respect to (1) any AUTO or watercraft used in YOUR business or (2) personal use of any AUTO owned or hired by YOU:

- (a) any person or organization shown in the declarations for this Coverage Part as a "Designated Person".

With respect to coverage afforded in the UNDERLYING INSURANCE by Endorsement No. 034 - DRIVE OTHER AUTOS or Endorsement No. 056 - BROAD FORM DRIVE OTHER AUTOS:

- (a) the person (and their "family members") shown in the declarations for this Coverage Part as a "Designated Person". "Family members" means any person related to the Designated Person by marriage, blood or adoption, who is a resident of his or her household. Family member includes a ward or foster child.

WHO IS NOT AN INSURED - Any partnership or joint venture unless the partnership or joint venture is shown in the declarations as a Named Insured. This does not apply to any joint venture, of which YOU are a part, with respect to any coverage afforded YOU by part (4) of the definition of INJURY.

With respect to the ownership, maintenance, use, loading or unloading of any AUTO, any INSURED (except YOU) with respect to an AUTO owned by them.

EXCLUSIONS - This insurance does not apply to:

- (a) INJURY or COVERED POLLUTION DAMAGES if caused by any dishonest, fraudulent or criminal acts committed by any INSURED;
- (b) any act committed by or at the direction of the INSURED with intent to cause harm. This exclusion does not apply if INJURY arises solely from the intentional use of reasonable force for the purpose of protecting persons or property;
- (c) INJURY as defined in parts 1 and 2 of the definition of INJURY to any employee of the INSURED arising out of and in the course of their employment by or on behalf of the INSURED:
 - (1) for which the INSURED may be held liable as an employer or in any other capacity;
 - (2) any obligation of the INSURED to indemnify or contribute with another because of such INJURY;
 - (3) to any INJURY sustained by any relative of the employee as a consequence of the INJURY to the employee.

This exclusion does not apply:

- (i) under Part (1) to domestic employees of the INSURED not entitled to Workers' Compensation benefits;
 - (ii) under Part (2), to any contract excepted in exclusion (d);
 - (iii) to damage to or loss of use of tangible property owned by such employee;
 - (iv) to any Employers Liability coverage shown as UNDERLYING INSURANCE;
 - (v) to INJURY, as defined in part (1) of the definition, to any of YOUR employees with respect to any claim made or SUIT filed against them by another of YOUR employees because of an OCCURRENCE arising out of and in the course of their employment by YOU;
- (d) liability assumed under any contract or agreement. This exclusion does not apply to an INSURED CONTRACT under:
- (i) parts (1), (2) and (3) of the definition of INJURY;
 - (ii) parts (4), (5) or (6) with respect to YOUR negligent acts;
- but in any event for no more coverage than is afforded the INSURED;
- (e) any claim made or SUIT arising out of any manufacturer's warranty, extended warranty, extended service agreement, or mechanical breakdown agreement;
 - (f) INJURY or COVERED POLLUTION DAMAGES arising out of the ownership, maintenance, repair, use, loading or unloading of any aircraft, or arising out of the manufacture, storage, sale, handling, or distribution of aircraft, aircraft engines, or aircraft parts.
- This exclusion does not apply to any Employers Liability coverage shown as UNDERLYING INSURANCE;
- (g) INJURY or POLLUTION DAMAGES arising out of the actual, alleged, or threatened discharge, dispersal, release, migration, seepage or escape of POLLUTANTS:

(1) that are or that are contained in any property that is:

- (i) being moved from the place where such property or POLLUTANTS are accepted by the INSURED for movement into or onto the covered AUTO or MOBILE EQUIPMENT;
- (ii) being moved from the covered AUTO or MOBILE EQUIPMENT to the place where such property or POLLUTANTS are finally delivered, disposed of or abandoned by the INSURED;
- (iii) being transported or towed by the covered AUTO or MOBILE EQUIPMENT;
- (iv) otherwise in the course of transit;
- (v) being stored, disposed of, treated or processed in or upon the covered AUTO or MOBILE EQUIPMENT:

Parts (1), (i)(ii) and (iii) apply only to POLLUTANTS or POLLUTANTS contained in property, being transported or towed by, handled for movement into, onto or from an AUTO or MOBILE EQUIPMENT by others for YOU;

(2) at or from premises owned, rented or occupied by an INSURED;

(3) at or from any site or location used by or for any INSURED or others for the handling, storage, disposal, processing or treatment of waste;

(4) at or from any site or location on which any INSURED or any contractors or subcontractors working directly or indirectly on an INSURED'S behalf are performing operations:

- (i) to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the POLLUTANTS;
- (ii) if the POLLUTANTS are brought on or to the site in connection with such operations;

(5) which are at any time transported, handled, stored, treated, disposed of, or

processed as waste by or for any INSURED or any person or organization for whom the INSURED may be legally responsible.

This exclusion does not apply to INJURY caused by heat, smoke or fumes from a hostile fire. A "hostile fire" is one that becomes uncontrollable or breaks out from where it was intended to be.

Paragraphs (1)(v) and (2) through (5) do not apply to fuels, lubricants, fluids, exhaust gases or other similar POLLUTANTS that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered AUTO or MOBILE EQUIPMENT or their parts, if the POLLUTANTS escape or are discharged, dispersed or released directly from a vehicle part designed by its manufacturer to hold, store, receive or dispose of such POLLUTANTS.

Paragraph (2) does not apply to airborne paint overspray.

Paragraphs (2) through (5) do not apply to POLLUTANTS not in or upon the covered AUTO or MOBILE EQUIPMENT if:

1. the POLLUTANTS or any property in which the POLLUTANTS are contained are upset, overturned or damaged as a result of the maintenance or use of the covered AUTO or MOBILE EQUIPMENT,
2. the discharge, dispersal, release or escape of the POLLUTANTS is caused directly by such upset, overturn or damage, and
3. the INJURY is not otherwise excluded under Paragraph (1) of this exclusion;

(h) INJURY or COVERED POLLUTION DAMAGES arising out of YOUR business of serving, manufacturing, distributing, or selling of alcoholic beverages;

(i) INJURY or COVERED POLLUTION DAMAGES arising out of the ownership, use, loading or unloading of any:

(1) AUTO or MOBILE EQUIPMENT while:

- (i) being used as a HAULAWAY;
- (ii) operated in, or in practice or preparation for any prearranged or organized race, rally, speed, demolition, or competitive contest, or stunting activity;
- (iii) leased or rented to others;
- (iv) being used as a taxicab, bus, public livery, emergency ambulance, public freight carrier, or carrying property for a charge;
- (v) being used to transport explosives, gasoline, liquefied petroleum gas, or other volatile petroleum products.

Exclusion (iv) and (v) do not apply when the excluded class or operation constitutes a minor and incidental part of YOUR business operations;

(2) watercraft:

- (i) over 35 feet in length;
- (ii) when used for non-business purposes by any INSURED, regardless of length;
- (iii) when rented or leased to others;
- (iv) while afloat over fifty nautical miles from the coastal shoreline of the 48 contiguous United States, the District of Columbia, or Canada;
- (v) operated in, or in preparation for, any prearranged or organized race, rally, speed, or competitive contest, or stunting activity.

This exclusion does not apply to an INSURED with such coverage in the UNDERLYING INSURANCE;

- (j) INJURY or COVERED POLLUTION DAMAGES to property owned by, rented or leased to, used by, in the care, custody or control of, or being transported by the INSURED. This exclusion does not apply, when YOU have coverage in the UNDERLYING INSURANCE, to INJURY:
 - (1) to real or personal property (other than AUTOS) not owned by YOU;

(2) to CUSTOMER'S AUTOS;

(3) for liability assumed by YOU under a written sidetrack agreement with respect to property used by YOU or in YOUR care, custody or control;

(k) loss of use of property not physically damaged, if caused by:

(1) YOUR delay or failure in performing any agreement or contract;

(2) the failure of YOUR PRODUCT or YOUR WORK to meet the quality warranted or the level of performance represented;

(l) INJURY or COVERED POLLUTION DAMAGES claimed because of the recall of YOUR PRODUCTS or YOUR WORK, or other property of which they form a part, due to a known or suspected defect or deficiency they contain;

(m) parts 3 and 4 of the definition of INJURY, if the first injurious offense was committed prior to the Coverage Part period;

(n) INJURY, as defined in part (5) of the definition of INJURY, if caused by:

(1) failure of performance by any insurer or self insurer;

(2) an INSURED'S failure to comply with any Workers' Compensation, unemployment insurance, Social Security, or disability benefits law or similar laws;

(3) failure of investments or assets to perform as represented by an INSURED;

(4) advice given by an INSURED to an employee to participate or not to participate in stock subscription plans;

(5) failure of any Employee Benefits program, for any reason;

(6) the investment or non-investment of funds;

(7) violation of the duties, obligations or responsibilities imposed by the Employee Retirement Income Security Act of 1974, its amendments, or any similar local state or federal law. This exclusion also

applies to all remedies under the Consolidated Omnibus Budget Reconciliation Act (COBRA) except to benefits due an employee prescribed by the act;

- (o) INJURY or COVERED POLLUTION DAMAGES arising out of an INSURED'S activities as an insurance agent, broker, or consultant;
- (p) radioactive contamination or the explosion or malfunction of a nuclear weapon, device or facility, or their consequences;
- (q) INJURY or COVERED POLLUTION DAMAGES arising out of CONTRACTORS, PREMISES, or PRODUCTS - COMPLETED OPERATIONS hazard. This exclusion does not apply to an INSURED who has coverage for such hazard in the UNDERLYING INSURANCE or under the NEWLY ACQUIRED ORGANIZATIONS EXTENSION;
- (r) punitive DAMAGES awarded against an INSURED, unless insurable by law and covered by the UNDERLYING INSURANCE;
- (s) EMPLOYMENT RELATED DEFENSE, STATUTE AND TITLE E&O or CUSTOMER COMPLAINT DEFENSE;
- (t) any INJURY recoverable under automobile no-fault or personal injury protection, Uninsured Motorists or Underinsured Motorists Coverages.

THE MOST WE WILL PAY - Regardless of the number of INSURED'S, AUTOS, MOBILE EQUIPMENT or watercraft insured or premiums charged by this Coverage Part, persons or organizations who sustain INJURY or COVERED POLLUTION DAMAGES, claims made or SUITS brought, the most WE will pay is the least of the following:

- (a) when there is no coverage for a LOSS available to the INSURED in the UNDERLYING INSURANCE or any other insurance, WE will pay the difference between OUR limit and the retention which are both shown in the declarations;
- (b) when coverage for a LOSS is available to

the INSURED in the UNDERLYING INSURANCE only, WE will pay OUR limit in excess of such UNDERLYING INSURANCE;

- (c) when there is no coverage for a LOSS available to the INSURED in the UNDERLYING INSURANCE but there is coverage available under another insurance policy (which was not purchased as excess of this policy), WE will pay OUR limit in excess of the limits of such other insurance;
- (d) when there is coverage for a LOSS available in both the UNDERLYING INSURANCE and any other insurance (which was not purchased as excess of this policy) WE will pay OUR limit shown in the declarations but only after the UNDERLYING INSURANCE and such other insurance have been exhausted;
- (e) with respect to liability assumed under a contract or agreement, the amount required by such contract or agreement, or the limit shown in the declarations, whichever is less.

MAINTENANCE OF UNDERLYING INSURANCE - This insurance will apply as if the UNDERLYING INSURANCE is in effect, even if (1) YOU have reduced such insurance or failed to keep it in effect, (2) coverage has been denied or reduced due to the INSURED'S failure to comply with the policy conditions, or (3) the underlying insurer is bankrupt or insolvent. This condition does not apply to exhaustion of an aggregate limit in the UNDERLYING INSURANCE.

WE WILL ALSO PAY - If there is no UNDERLYING INSURANCE or any other insurance available to an INSURED, and coverage is afforded by this Coverage Part (except for the INSURED'S retention) WE will pay, in addition to OUR limit:

- (a) all costs and expenses in defending an INSURED, and interest on that part of the judgment covered by this Coverage Part within OUR limits, that accrues after entry

of any judgment in any SUIT WE defend, but only until WE have paid, offered to pay or deposited in court that part of the judgment that is within OUR limit;

(b) premiums on appeal bonds or bonds to release property used to secure YOUR legal obligations, in a SUIT WE defend, but only for bond amounts within OUR limits. Also, up to \$250 for the cost of bail bonds required because of an OCCURRENCE, including related traffic law violations. WE do not have to furnish or secure these bonds;

(c) all reasonable expenses the INSURED incurs at OUR request.

If any jurisdiction will not let US defend YOU, WE will pay any such expenses when WE agree, in advance, in writing.

HOW WE WILL PAY - WE have no obligation to pay for a LOSS until (1) the UNDERLYING INSURANCE carrier(s) has paid or agreed to pay its policy limits, (2) any other insurer whose policy is available to the INSURED has paid or agreed to pay its policy limits, and (3) the INSURED has paid or agreed to pay the retention or any difference between the limits stated in the UNDERLYING INSURANCE and the actual limits (if less) as stated in such policies.

INSURED'S DUTIES AFTER INJURY, COVERED POLLUTION DAMAGES, OCCURRENCE, CLAIM OR SUIT - If there is an OCCURRENCE, the INSURED is sued, or a claim is made against an INSURED:

- (1) YOU must report this to US as soon as possible. Give US all the details YOU can, including when, where and how it happened, the names and address of persons involved, injured and any witnesses;
- (2) Each INSURED must promptly send US all documents, if they are sued or if claim is made against them. If a dispute arises as to whether an INSURED mailed, or WE received, notice of claim or SUIT, only a certified mailing receipt will be proof of

mailing;

- (3) Each INSURED must cooperate and assist US in the investigation, settlement, defense, enforcement of contribution of indemnification. The INSURED may not, except at their own expense, make any offer or payment, assume any obligation or incur any expenses unless otherwise permitted in this Coverage Part.

DEFENSE AND SETTLEMENT - If there is UNDERLYING INSURANCE or other insurance available to the INSURED, WE will not assume charge of defense or settlement of any claims made or SUITS brought against the INSURED. After the UNDERLYING INSURANCE or other insurance has been exhausted by payment (or written agreement to pay) and all duties to defend have been extinguished, WE will assume charge of further defense or settlement.

WE do have the right to associate with the INSURED in defense and control of any claim or SUIT likely to involve US.

APPEALS - If the INSURED, the UNDERLYING INSURANCE carrier, or any other insurance carrier that has insurance available to the INSURED, chooses not to appeal a judgment in excess of their limits, WE may do so. WE will pay all expenses, and be liable for the costs and interest for the appeal. In no event, however, will OUR liability exceed OUR limit as stated in the declarations.

OTHER INSURANCE - Except as provided in THE MOST WE WILL PAY, the insurance afforded by this Coverage Part is excess over the amount due from any other insurance, whether collectible or not.

NON-STACKING OF LIMITS - When an INSURED has coverage for a LOSS under this Coverage Part and any other Umbrella policy issued by US, the most WE will pay is the percentage the limit under this Coverage Part bears to the total limits of all such policies, but not for more than that percentage of the highest limit of

all such policies.

NEWLY ACQUIRED ORGANIZATIONS EXTENSION - The insurance afforded by this Coverage Part is extended to include as a named insured any organization acquired or formed by YOU and which YOU maintain ownership or in which the majority interest is the same as YOU. This extension ends the earlier of 90 days from (a) the date of acquisition or formation or (b) the date YOU report the newly acquired or formed organization to US. YOU must pay any additional premiums due. This extension does not apply to any organization:

(1) that is a joint venture;

- (2) that is an insured under any other liability or indemnity policy;
- (3) that has exhausted its limit of insurance under any other liability policy;
- (4) which is in a different business than YOU.

LIMITED WORLDWIDE LIABILITY EXTENSION - With respect to INJURY, the POLICY TERRITORY is extended to anywhere in the world when caused by an INSURED who permanently lives in the United States of America, its possessions, or Canada but only while temporarily outside those places. This extension does not apply to watercraft.

ENDORSEMENTS APPLICABLE UNICOVER

In consideration of the premium for this policy, each of the following endorsements apply when the number of the endorsement is shown in the declarations. The endorsement applies to only the Coverage Part in which reference is made in the declarations. Unless stated otherwise in an endorsement each endorsement applies separately.

ENDORSEMENT NO. 001 LOSS PAYABLE PROVISIONS

WE will pay any covered LOSS both to YOU and the Security Interest shown in the declarations, as interest may appear. Their interest is protected, to the extent that this insurance applies, unless LOSS results from YOUR wrongful conversion, embezzlement or secretion.

WE may cancel the policy as allowed in the CANCELLATION provisions. Cancellation ends this agreement as to the interest of the Security Interest.

If WE make any such payment to the Security Interest, WE obtain their rights against any other party.

ENDORSEMENT NO. 002 FLOOR PLAN INSURANCE EXCLUDED

This insurance does not apply to any peril insured by YOUR floor plan or finance source. This exclusion does not apply to the value of improvements YOU make to the COVERED AUTO (after it is acquired by YOU) which increases its value and exceeds the amount due from such other insurance.

ENDORSEMENT NO. 003 FLOOR PLANNED AUTOS EXCLUDED

AUTOS owned or acquired by YOU are not covered when YOUR floor plan or finance source provides any physical damage insurance on those AUTOS.

ENDORSEMENT NO. 004

THIS ENDORSEMENT NO. 004 CURRENTLY NOT APPLICABLE. NUMBER RESERVED FOR FUTURE USE WITH APPROVED ENDORSEMENT.

ENDORSEMENT NO. 005 LIMITED COLLISION COVERAGE

COVERED AUTOS are not insured for COLLISION while being driven or transported from point of purchase, sale, or distribution to point of destination if such points are more than 50 road miles apart.

ENDORSEMENT NO. 006 DRIVEAWAY COLLISION COVERAGE

When COVERED AUTOS are not insured for COLLISION, or when the LIMITED COLLISION COVERAGE Endorsement applies, WE will provide COLLISION on any AUTO when YOU request the coverage (in writing) from US. The request must state the departure and destination locations, the factory price(s), date of departure, and any other information WE may require. Coverage will:

- (a) become effective as of the postmark on the request;
- (b) apply separately to each AUTO, including the deductible(s) requested;
- (c) apply only while the AUTO is enroute by the shortest and most direct route; and
- (d) continue until the AUTO reaches its destination or 10 consecutive days after the postmark on the request, whichever occurs first.

ENDORSEMENT NO. 007
MOBILE COMMUNICATIONS

Exclusion (n) is amended to add:

This exclusion does not apply to any Citizen's Band radio, two-way mobile radio or telephone permanently attached to the AUTO to which this endorsement applies.

ENDORSEMENT NO. 008
CUSTOMER'S AUTOS - LEGAL LIABILITY

As it applies to CUSTOMER'S AUTOS, this Coverage Part is changed as follows:

The first paragraph of the INSURING AGREEMENT is changed to read:

INSURING AGREEMENT - WE will pay all sums YOU legally must pay as damages for LOSS to CUSTOMER'S AUTOS, except as excluded or as stated otherwise in the declarations.

These exclusions are added:

- (p) resulting from YOUR accepting responsibility for LOSS under any agreement;
- (q) to tapes, records, or other devices designed for use with sound reproducing equipment.

ENDORSEMENT NO. 009
CUSTOMER'S AUTOS - EXCESS INSURANCE

If the owner or lessee of a CUSTOMER'S AUTO has no physical damage insurance policy applicable to the LOSS, the provisions of the CUSTOMER'S AUTO - LEGAL LIABILITY endorsement do not apply, and this insurance is primary. If such a policy does exist, (whether valid or not) the provisions of the CUSTOMER'S AUTO-LEGAL LIABILITY endorsement will apply.

ENDORSEMENT NO. 010
BROADENED COVERAGE
OTHER PROPERTY

The definition of CUSTOMER'S AUTO is changed to read:

"CUSTOMER'S AUTO" means a COVERED AUTO not owned by YOU but in YOUR care, custody, or control for safekeeping, storage, service or repair. It also means the property of others within the CUSTOMER'S AUTO.

The following Conditions are added:

With respect to theft of property of others within the CUSTOMER'S AUTO, there must be signs of forced entry into the CUSTOMER'S AUTO or YOUR building before this insurance will apply.

WE will deduct \$500 per AUTO from LOSS to property of others within the CUSTOMER'S AUTO.

ENDORSEMENT NO. 011
DRIVE OTHER AUTOS

With respect to the individual named in the declarations and shown as insured by this endorsement, the following changes in this Coverage Part apply.

The definition of "COVERED AUTO" is changed to read:

"COVERED AUTO" means an AUTO not owned by the individual or FAMILY MEMBER, and not used by any of them while working in the business of selling, servicing, repairing, or parking AUTOS.

The following definition is added:

"FAMILY MEMBER" means any person related to the individual named in the declarations as insured under this endorsement, by marriage, blood or adoption, who is a resident of his or her household. FAMILY MEMBER includes a ward or foster child.

The WHO IS AN INSURED Condition is amended to read:

WHO IS AN INSURED - With respect to LOSS under this endorsement:

- (1) the individual shown in the declarations as insured, and
- (2) a FAMILY MEMBER.

Exclusion (k) does not apply.

The following EXCLUSIONS are added:

- (p) any AUTO while used as a residence or place of business;
- (q) any AUTO furnished or available for the regular use of the individual or FAMILY MEMBER.

ENDORSEMENT NO. 012
MORTGAGE CLAUSE

Covered LOSS will be paid to YOU and the holder of a Security Interest shown in the declarations as interest may appear. The holder's right to LOSS payment will not be affected by:

- (a) YOUR actions or inactions, or those of the BUILDING owner;
- (b) foreclosure or similar proceedings;
- (c) changes in ownership of the insured property;
- (d) exclusion (k) of the EXCLUSIONS-PROPERTY provision in Coverage Part 330.

In order for the holder to preserve its rights to LOSS payment, it must:

- (a) pay any premiums due at OUR request when YOU have failed to do so;
- (b) submit a signed sworn statement of loss within 60 days of OUR notice to them of YOUR failure to do so;
- (c) promptly notify US of any change in ownership, occupancy or a substantial change in risk when it becomes known to them;

All terms of this Coverage Part will then apply directly to the holder.

Should payment be made to the holder, that would not have been paid to YOU, their rights to recover from YOU will become OUR rights. This will not impair their rights to recover any debt from YOU over and above the LOSS payment. WE have the right to pay off the mortgage debt. When WE do, the holder must assign the mortgage over to US, and YOU must then repay US.

If WE cancel or non-renew this Coverage Part, WE will give the holder written notice of at least:

- (a) 10 days, if WE cancel for YOUR non-payment of premium;
- (b) 30 days, if WE cancel for any other reason;
- (c) 10 days, if WE elect to non-renew this policy.

ENDORSEMENT NO. 013
AUTOMATIC INCREASE

With respect to the BUILDING, shown in the declarations as subject to this endorsement, WE will increase the amount of insurance shown in the declarations. At the end of each three month period after the effective date of this Coverage Part, WE will increase the insured amount by the percentage shown in the declarations as applicable to this endorsement. Each increase will be that percentage of the amount insured on the effective date of the Coverage Part.

ENDORSEMENT NO. 014
AUTOMATIC SPRINKLER

WE gave YOU a rate credit on the insured items of property protected by an automatic sprinkler system. If the sprinkler system or water supply are under YOUR control, YOU must maintain the system and its water supply in complete working order at all times. If any changes are made in either, YOU must immediately tell US.

YOU can, however, temporarily shut off the water supply from any portion of the system, as is necessary, if there is a break, leakage, or an opening of the sprinkler heads. When YOU do, YOU must immediately tell US.

If additional rate credit was given YOU for having an approved central station sprinkler supervisory service, YOU must tell US of any change in that service.

YOUR failure to comply will result in YOUR losing the rate credit(s).

ENDORSEMENT NO. 015
FLUCTUATING VALUE

With respect to LOSS to the BUILDING shown in the declarations as subject to this endorsement, the following changes are made in this Coverage Part:

Parts (e) and (g) of THE MOST WE WILL PAY condition are replaced by:

(e) if LOSS exceeds the limit shown in the declarations, WE will increase that limit to an amount equal to the Full Replacement Value at the time of LOSS times the Coinsurance percentage applicable, but not for more than 110% of the limit. The COINSURANCE Condition does not apply.

On each renewal effective date, WE will compute a new Full Replacement Value and a new limit for the next twelve months. WE will multiply the old Full Replacement Value times an adjustment factor furnished US by independent appraisal sources. The new limit will be the Full Replacement Value times the coinsurance percentage applicable.

This endorsement will no longer apply if YOU (1) reject the new Full Replacement Value and limit, or (2) don't tell US of any changes YOU made in the BUILDING since the last Full Replacement Value was computed, and the changes are valued at more than 10% of the limit.

ENDORSEMENT NO. 016
REPLACEMENT COST - BUILDING

With respect to LOSS to the BUILDING shown in the declarations as subject to this endorsement, the following changes are made in this Coverage Part:

Part (a) of the definition of "ACTUAL CASH VALUE" is changed to read:

(a) BUILDING, its replacement cost;

YOU may elect LOSS payment be made on a replacement cost less actual (not tax) depreciation basis rather than replacement cost. Regardless of YOUR election, the coinsurance formula will be computed on the replacement cost value. YOU have 180 days after LOSS to tell US, in writing, YOU wish to elect LOSS payment on a replacement cost basis.

This endorsement will not apply until YOU have actually repaired or replaced the BUILDING for the same occupancy and use. YOU must repair or replace the BUILDING within a reasonable time after LOSS.

ENDORSEMENT NO. 017
GLASS EXCLUDED

With respect to LOSS to the BUILDING shown in the declarations as subject to this endorsement, the EXCLUSIONS-PROPERTY condition is changed to add:

(m) glass. This exclusion does not apply to:

- (1) glass building blocks;
- (2) LOSS by the SPECIFIED PERILS, other than vandalism or malicious mischief;
- (3) LOSS caused by thieves, when there is visible evidence that the glass was broken by the thief to gain entrance or to exit from the BUILDING.

ENDORSEMENT NO. 018
EQUIPMENT REDEFINED
TO INCLUDE GLASS

With respect to CONTENTS or EQUIPMENT shown in the declarations as subject to this endorsement, the definition of EQUIPMENT is changed to include glass portions of the BUILDING.

Except as provided in this endorsement, EQUIPMENT does not include property as defined in AUTO, BUILDING, EMPLOYEE TOOLS, or STOCK.

ENDORSEMENT NO. 019
DEMOLITION COST

WE will pay for the cost of demolishing any undamaged portion of the BUILDING (shown in the declarations as subject to this endorsement) including clearing the site. This endorsement only applies if (1) LOSS is caused by an insured peril and (2) the cost is the result of the enforcement of any local or state ordinance or law regulating the demolition of BUILDINGS which are in effect at the time of the LOSS.

Part (1) of Exclusion (r) in the EXCLUSIONS-PERILS does not apply to this endorsement.

ENDORSEMENT NO. 020
FIRE LIABILITY

With respect to LOSS to a BUILDING shown in the declarations as subject to this endorsement, the following changes are made in this Coverage Part:

The INSURING AGREEMENT is changed to read:

INSURING AGREEMENT - WE will pay all sums YOU legally must pay for LOSS to the BUILDING (including loss of use) not owned by YOU but in YOUR care, custody, or control, if LOSS is caused by accidental fire or explosion due to YOUR negligence.

WE have the right and duty to defend any suit asking for these damages. WE may investigate and settle any claim or suit WE consider appropriate. OUR payment of the limit shown in the declarations for this BUILDING ends OUR duty to defend.

The EXCLUSIONS-PERILS condition is changed as follows:

Exclusion (f) does not apply to this endorsement.

Exclusion (w) is added:

(w) YOUR agreement to be responsible for LOSS.

The WE WILL ALSO PAY condition is replaced by:

WE WILL ALSO PAY - In addition to the limits stated in the declarations, WE will also pay:

- (a) all costs and expenses in defending YOU, and interest on any judgment that does not exceed OUR limit;
- (b) premiums on appeal bonds or bonds to release property used to secure YOUR legal obligations, in a suit WE defend, but only for bonds up to OUR limit. WE do not have to furnish or secure these bonds;
- (c) up to \$100 a day for loss of earnings (but not other income) because of attendance at hearings or trials at OUR request;
- (d) other reasonable expenses incurred at OUR request.

The HOW WE WILL PAY condition is replaced by:

The HOW WE WILL PAY - At OUR option, WE may pay YOU the amount of LOSS or OUR limit (whichever is less) either before or after claim is made. Any such payment relieves US of any further obligation of this endorsement. Payment reduces OUR liability.

Part (b) of YOUR DUTIES AFTER LOSS is changed to read:

- (b) notify US as soon as possible. Promptly send US all documents, if YOU are sued or claim is made against YOU.

ENDORSEMENT NO. 021
COMPLETED VALUE BUILDER'S RISK

With respect to LOSS to BUILDINGS shown in the declarations as subject to this endorsement, the following changes are made in this Coverage Part:

The definition of BUILDING is changed to read:

"BUILDING" means the structure described in the declarations which is in the process of being constructed. It also means:

- (1) temporary structures built or assembled on site (including, cribbing, scaffolding and construction forms), materials, equipment, and supplies used for the construction of the BUILDING, all while at the LOCATION;
- (2) foundations, whether above or below ground, including the cost of excavation, grading, backfilling or filling;
- (3) architect's fees;
- (4) builder's machinery or tools owned by YOU (or in YOUR care, custody, or control) while at the LOCATION, but only for the SPECIFIED PERILS.

Part (b) of THE MOST WE WILL PAY Condition is changed to read:

- (b) the percentage completed at the time of LOSS bears to the limit shown in the declarations, but never more than the limit.

The COINSURANCE Condition does not apply to this endorsement.

The following Condition is added:

OCCUPANCY - The BUILDING may not be occupied, except:

- (a) to install and test BUILDING machinery, unless WE agree to it by endorsement;
- (b) if the structure being constructed is an addition onto and forms a part of a BUILDING insured by this Coverage Part;
- (c) within 60 days before completion.

Parts (3) and (4) of Exclusion (j) of EXCLUSIONS-PERILS are replaced by:

- (3) workmanship or materials used in construction.

The SUPPLEMENTAL LIMITS Condition is replaced by:

SUPPLEMENTAL LIMITS - The following SUPPLEMENTAL LIMITS apply in addition to the limit shown in the declarations. YOU can use:

- (a) up to \$1000 for YOUR liability for fire department service charges assumed under a contract or agreement, or required by local ordinance. This extension applies only to the service charge, not to any liability for injury to any person or property from any cause. No deductible applies to this extension;
- (b) up to \$25,000 to pay for the expense to extract POLLUTANTS from the land or water at a LOCATION if the pollution results from a LOSS to BUILDINGS insured by this endorsement. The expenses will be paid only if they are reported to US within 180 days of the date of LOSS.

Extension (b) applies to each LOCATION separately and is the most WE will pay during each policy period. It does not apply to expenses to test for, monitor or assess the existence, concentration or effects of POLLUTANTS, except for testing performed in the process of extracting POLLUTANTS as covered in this extension.

The WAIVER OF SUBROGATION Condition is deleted.

ENDORSEMENT NO. 022
LIMIT PER EMPLOYEE

With respect to LOSS to EMPLOYEE TOOLS, part (g) of THE MOST WE WILL PAY Condition of this Coverage Part is changed to read:

(g) with respect to each employee, the amount shown in the declarations for "Employee Limit". The amount shown in "OUR LIMITS" column of the declarations is the aggregate limit for that LOCATION.

YOU must insure at least the "Employee Limit" for each mechanic. If YOU do not, LOSS will be reduced as follows:

- (a) WE will multiply the "Employee Limit" times the number of mechanics employed by YOU at the time of LOSS. This will determine the "proper amount" of insurance YOU should have purchased;
- (b) WE will divide the Limit for EMPLOYEE TOOLS by the "proper amount" to obtain the "recovery ratio";
- (c) WE will multiply the LOSS by the "recovery ratio" to determine the amount payable.

ENDORSEMENT NO. 023
ACCOUNTS RECEIVABLE

This Coverage Part is extended to insure LOSS to YOUR records of accounts receivable, while those records are inside of a BUILDING shown in the declarations as subject to this endorsement.

The INSURING AGREEMENT is replaced by:

INSURING AGREEMENT - WE will pay:

- (a) any amount due from YOUR customers that YOU can't collect because of LOSS;
- (b) the interest on any loan YOU must secure to offset uncollectible accounts until the LOSS is paid;
- (c) reasonable collection charges over and above YOUR normal collection costs made necessary by LOSS;
- (d) any other expense YOU reasonably incur to re-establish YOUR records after LOSS.

The EXCLUSIONS-PERILS and EXCLUSIONS-PROPERTY are replaced by:

EXCLUSIONS - WE will not pay for LOSS:

- (a) due to any dishonest, fraudulent, criminal, or intentional act committed by YOU or any of YOUR partners, executive officers, directors, or trustees or by any person or organization to whom YOU entrust the property;
- (b) due to any bookkeeping, accounting, or billing errors, or omissions;
- (c) that can only be proved to exist by an audit of YOUR records or the taking of an inventory. YOU can, however, use an audit or inventory to support a claim for LOSS which YOU have proved by other evidence;
- (d) due to alteration, falsification, concealment or destruction of records done to conceal the wrongful giving, taking, or withholding of money, securities or other property. This exclusion does not apply to LOSS in excess of the amount of the wrongful giving, taking, or withholding;
- (e) due to interruption of electrical power supply, power surge, or brown out, if the occurrence originates away from the LOCATION. This exclusion does not apply to LOSS caused by lightning;
- (f) due to radioactive contamination, nuclear radiation, nuclear reaction, or the explosion or malfunction of a nuclear weapon, device or facility, or their consequences;
- (g) due to WAR.

THE MOST WE WILL PAY Condition is replaced by:

THE MOST WE WILL PAY - The most WE will pay is LOSS as determined by the formula shown below, but never more than the limit shown in the declarations as applicable to this endorsement.

FORMULA - WE will:

- (1) determine YOUR outstanding accounts receivable at the end of the same fiscal month for the year before the LOSS;
- (2) compute the average amount of the monthly accounts receivable from the reports YOU submitted for the twelve months immediately preceding the LOSS. If YOU have not submitted twelve, WE will use the ones YOU have. If YOU have not submitted the first report, WE will use 75% of the limit;
- (3) compare this average to the average amount of YOUR accounts receivable for the same period of the year before;
- (4) increase or decrease the amount determined in (1) by the percentage calculated in (3). This will be the agreed total amount of accounts receivable outstanding on the last day in the month the LOSS occurred. WE will also give due consideration for normal fluctuations in the amount of outstanding accounts receivables during the month and to the experience of YOUR business since the last day of the last month for which YOU submitted the required report;
- (5) from the amount determined above, WE will deduct the amount of:
 - (a) uncollected accounts on which YOUR records were not lost or damaged;
 - (b) accounts YOU have re-established or collected from other records;
 - (c) probable bad debts that normally would have been uncollectible;
 - (d) unearned interest or service charges on deferred payment accounts.

If YOU have not submitted any reports in the immediately preceding twelve months, the most WE will pay is 75% of the limit shown in the declarations as applicable to this endorsement.

The HOW WE WILL PAY Condition does not

apply to this endorsement. WE will pay YOU within 30 days after YOU have proved YOUR LOSS and the final amount payable has been determined.

The following Conditions are added:

PROTECTION OF RECORDS - YOU must keep the records in the receptacle(s) scheduled in the declarations when YOU are not using them or when YOU are not open for business. If YOU do not, WE will not pay the LOSS. If YOU must transfer the records to another safe place, to avoid imminent danger of LOSS, WE will cover them while temporarily there or in transit to or from there. YOU must tell US within 10 days after the transfer.

RECOVERIES - YOU must tell US if you collect any receivables that WE paid YOU. Any such collections belong to US. Once WE have been repaid in full, the remainder is YOURS.

ENDORSEMENT NO. 024 BUSINESS CONTINUATION EXPENSES

With respect to the LOCATIONS shown in the declarations as subject to this endorsement, the following changes are made in this Coverage Part:

The INSURING AGREEMENT is changed to read:

INSURING AGREEMENT - WE will pay BUSINESS CONTINUATION EXPENSES when YOU must suspend YOUR business because of LOSS from any cause (except as excluded or as stated otherwise in the declarations) to:

- (a) the BUILDING or CONTENTS at LOCATIONS shown in the declarations as applicable to this endorsement;
- (b) property, other than at the LOCATION, that directly results in civil authorities preventing YOU from entering YOUR BUILDING. Part (b) covers for only two consecutive weeks after LOSS.

The period of suspension insured is from that

date of LOSS for as long as it reasonably takes to restore the damaged or destroyed BUILDING or CONTENTS, and to resume operations with the same quality of service which existed immediately before the LOSS, regardless of the expiration date of this Coverage Pat. In no event, however, will WE pay for more consecutive months than as shown in the declarations as applying to this endorsement.

The DEFINITIONS Condition is changed to add:

"BUSINESS CONTINUATION EXPENSES" means the amount of EARNINGS YOU have selected to be paid to YOU in the event of total suspension of YOUR business. The amount is also shown as the limit per month in the declarations.

"EARNINGS" means net profit plus payroll expenses, taxes, interest, rents, and all other operating expenses earned by YOUR business.

"EXTRA EXPENSE" means the necessary expenses YOU incur to return YOUR operation to as near to normal as possible after a LOSS, such expense being over and above the total cost that would have been incurred to conduct YOUR operation had no LOSS occurred. EXTRA EXPENSE does not mean loss of income or normal cost of repairing or replacing real or personal property, books of accounts, abstracts, drawings, card index systems or other records of any kind. Any salvage value of property obtained for temporary use during the period of restoration will be deducted from the LOSS.

"GROSS INCOME" means the total income from the service and repair of AUTOS and the sale of STOCK.

The EXCLUSIONS-PERILS Condition is changed as follows:

(f) is changed to remove "interruption of business"

These exclusions are added:

(w) due and confined to theft or attempted theft. This exclusion does not apply if

there is visible evidence that the thief forcibly broke into or out of the BUILDING;

(x) suspension, lapse, or cancellation of a lease, license, contract, or order;

(y) interference by strikers, or others, at the LOCATION;

(z) freezing.

The EXCLUSIONS-PROPERTY Condition is changed to add:

(m) BUILDINGS in the process of construction, including materials or supplies for use therewith.

The MOST WE WILL PAY Condition is replaced by:

THE MOST WE WILL PAY - The most WE will pay under this endorsement for BUSINESS CONTINUATION EXPENSES is as determined by the formula shown below, but never more than (1) the limit shown "per month" in the declarations, and (2) the number of consecutive months shown in the declarations. As used in this endorsement, "month" means the number of days from the date of LOSS to the same numbered day in the following month.

FORMULA - WE will:

(1) determine YOUR GROSS INCOME for the same fiscal month in the year before the LOSS;

(2) determine YOUR GROSS INCOME for the fiscal month immediately preceding (1) above;

(3) calculate the percentage of increase or decrease between (1) and (2);

(4) increase or decrease YOUR GROSS INCOME in the fiscal month before the LOSS by the percentage determined in (3). The results will be YOUR projected GROSS INCOME;

- (5) subtract YOUR actual GROSS INCOME during the month the LOSS occurred from YOUR projected GROSS INCOME in (4) above;
- (6) divide the amount in (5) above by YOUR projected GROSS INCOME;
- (7) multiply the percentage in (6) above by the limit per month shown in the declarations for the LOCATION. The result is the amount WE will pay YOU.

WE will pay YOU for each consecutive month of total or partial suspension in the same manner, each month being calculated separately by the above formula. If YOU were not in business one year prior to LOSS, WE will average YOUR GROSS INCOME for the months YOU were in business. That average replace steps (1) thru (4) in the formula.

The COINSURANCE, DEDUCTIBLE, and DEBRIS REMOVAL Conditions do not apply to this endorsement.

The following is added to the SUPPLEMENTAL LIMITS Condition:

If BUSINESS CONTINUATION EXPENSES are insured:

- (a) up to 10% of the aggregate limit for BUSINESS CONTINUATION EXPENSES at the LOCATION, but not for more than \$10,000, to apply to LOSS caused by theft of CONTENTS or damage to the BUILDING by thieves. Exclusion (w) of EXCLUSIONS - PERILS does not apply to this extension;
- (b) up to 10% of the aggregate limit for BUSINESS CONTINUATION EXPENSES at the LOCATION, but not for more than \$10,000, to apply to EXTRA EXPENSE incurred by YOU;
- (c) up to 10% of the total limits for all BUSINESS CONTINUATION EXPENSES shown in the declarations, but not for more than \$25,000, to apply to any BUILDING YOU purchase, rent, or lease for use in YOUR business.

YOU must tell US within 60 days of the purchase, rental, or lease, and pay premiums due from the first day. Failure to do either will nullify this extension.

These extensions apply only for the period of recovery as stated in the declarations for BUSINESS CONTINUATION EXPENSES at the LOCATION. With respect to Extension (c), the period of recovery will be the shortest period applying at any LOCATION used to calculate the total limits.

This condition is added:

REDUCTION OF LOSS - YOU must do all YOU can to reduce LOSS, by:

- (a) restoring the damaged, destroyed, or stolen property as soon as possible;
- (b) resuming operations at the LOCATION(S), whether damaged or not, or at other premises available to YOU, even if the operations are only partial;
- (c) using CONTENTS at other LOCATIONS or elsewhere.

ENDORSEMENT NO. 025
RENTS OR RENTAL VALUE
MONTHLY LIMITATION

With respect to the LOCATIONS shown in the declarations as subject to this endorsement, the following changes are made in this Coverage Part:

The INSURING AGREEMENT is changed to read:

INSURING AGREEMENT - WE will pay for the actual loss of RENTS or RENTAL VALUE directly resulting from necessary untenability of a BUILDING, when caused by LOSS from any cause (except as excluded or as stated otherwise in the declarations) to:

- (a) the BUILDING at the LOCATION shown in the declarations as subject to this endorse-

ment;

- (b) property, other than that at the LOCATION, that directly results in civil authorities preventing YOU from entering YOUR BUILDING. Part (b) covers for only two consecutive weeks after LOSS.

WE will also pay for those necessary reasonable expenses YOU incurred to reduce LOSS (except those to extinguish a fire) but only up to an amount equal to the amount the LOSS was reduced.

The period of coverage is from the date of the LOSS for as long as it reasonably takes to restore the damaged or destroyed BUILDING, regardless of the expiration date of this Coverage Part. In no event, however, will WE pay more than the limit as shown in the declarations.

The following DEFINITIONS are added:

"RENTAL VALUE" means RENTS, plus (1) all charges which are the legal obligation of YOUR tenant(s) for which YOU become liable, and (2) the fair RENT of that portion of the BUILDING occupied by YOU.

"RENTS" means the total gross rental of that portion of the BUILDING damaged or destroyed by LOSS, as furnished and equipped by the owner of the BUILDING, less charges and expenses that do not necessarily continue during the period of untenability.

The EXCLUSIONS-PERILS Condition is changed to add the following:

- (w) due and confined to theft or attempted theft;
- (x) suspension, lapse, or cancellation of a lease, license, contract, or order;
- (y) interference by strikers, or others, at the LOCATION;
- (z) freezing.

THE MOST WE WILL PAY Condition is replaced

by:

THE MOST WE WILL PAY - The most WE will pay for any one LOSS is the least of the following:

- (a) the RENTS or RENTAL VALUE YOU lost for the period of untenability;
- (b) the percentage per month times the limit (both as shown in the declarations) for any one calendar month of untenability;
- (c) the limit in the declarations for the period of untenability.

The COINSURANCE, DEDUCTIBLE, and DEBRIS REMOVAL Conditions do not apply to this endorsement.

ENDORSEMENT NO. 026
WATERCRAFT COVERED

The provisions of this endorsement only apply to WATERCRAFT specifically described in the declarations:

INSURING AGREEMENT - WE will pay for LOSS to the WATERCRAFT from any cause, except as excluded.

DEFINITIONS - When used in this Coverage Part:

"LOSS" means direct and accidental physical loss or damage, including incurred loss of use, in excess of the deductible stated in the declarations, occurring during the Coverage Part period.

"WATERCRAFT" means a boat, its equipment and motor, and when specifically described in the declarations, it means a boat carrier. It includes similar replacement WATERCRAFT if YOU tell US within 30 days of its acquisition. WATERCRAFT does not include any boat designed to be airborne or submerged.

EXCLUSIONS - WE will not pay for LOSS caused by, resulting from, contributed to or

aggravated by:

- (a) wear, tear, gradual deterioration (including marine life), rust, corrosion, inherent vice, latent or hidden defect, freezing, overheating, or mechanical, electrical, or structural breakdown;
- (b) due and confined to faulty workmanship or materials in making alterations, repairs, or installations;
- (c) any dishonest, fraudulent, criminal, or intentional act committed by: (1) YOU or any of YOUR partners, executive officers, employees, stockholders, agents, other party in interest; (2) any person or organization YOU entrust the WATERCRAFT to, except a carrier for hire;
- (d) while the WATERCRAFT is: (1) operated in, or in practice or preparation for any pre-arranged or organized race, rally, speed, demolition or competitive contest or in any stunting activity; (2) being used as a public or livery conveyance; (3) rented to others by YOU. This exclusion does not apply if LOSS is caused by fire or lightning;
- (e) WAR;
- (f) radioactive contamination or the explosion of a nuclear weapon or device, or their consequences.

THE MOST WE WILL PAY - The most WE will pay for any one LOSS, is the least of the following:

- (a) the cost to repair the WATERCRAFT with like kind and quality;
- (b) the cost to replace the WATERCRAFT with like kind and quality;
- (c) the amount stated in the declarations as applicable to the property.

COINSURANCE - Payment of LOSS to equipment is limited to the proportion that the insured value bears to the actual cash value at the time

of LOSS.

WE WILL ALSO PAY - In addition to the limit stated in the declarations, WE will also pay:

- (a) if YOU are legally liable, up to \$500 for accidental collision with other property while the described WATERCRAFT is afloat;
- (b) with OUR written consent, up to \$500 for any defense or court costs arising out of a contested collision.

HOW WE WILL PAY - At OUR option, WE will pay for, repair, or replace the damaged or destroyed property. WE may pay either YOU or the owner of the property. Before payment of LOSS, WE may take all or any part of the salvage at the agreed or appraised value. There will be no abandonment to US.

YOUR DUTIES AFTER LOSS - YOU must:

- (a) protect the WATERCRAFT whether or not this insurance applies. Any further LOSS due to YOUR failure to do so will not be covered by this insurance. WE will pay all reasonable expenses YOU incur for such protection;
- (b) notify US as soon as possible. If LOSS is caused by theft, also notify the police;
- (c) permit US to inspect the damaged property prior to its repair or replacement, and submit a sworn proof of LOSS within 90 days;
- (d) cooperate and assist US in the investigation, settlement, defense, enforcement of contribution or indemnification of any LOSS. YOU may not, except at YOUR expense, make any offer or payment, assume any obligation or incur any expenses unless otherwise permitted by this endorsement.

NO BENEFIT TO BAILEE - This insurance will not benefit, directly or indirectly, any carrier or bailee.

POLICY TERRITORY - LOSS is covered only while the WATERCRAFT is on land, inland waters, and within 50 nautical miles of the shoreline of the 48 contiguous United States, the

District of Columbia, and Canada.

ENDORSEMENT NO. 027
BLANKET POSITION

Part (3) of THE MOST WE WILL PAY is replaced by the following:

- (3) under EMPLOYEE DISHONESTY, the limit stated in the declarations as applicable to all LOSS caused by an EMPLOYEE or in which the EMPLOYEE is concerned or implicated.

ENDORSEMENT NO. 028
PERSONAL ACCOUNTS

With respect to DEPOSITOR'S FORGERY only, "YOU" is changed to include any individual scheduled in the declarations under "Personal Accounts". The insurance afforded by DEPOSITOR'S FORGERY will apply to instruments handled by that person for his personal account.

The limit shown as applicable to that person is part of and not in addition to the limit for DEPOSITOR'S FORGERY.

ENDORSEMENT NO. 029
BROAD FORM PRODUCTS EXCLUDED

The EXCLUSIONS condition of this Coverage Part is changed to add:

- (q) INJURY to any of YOUR PRODUCTS or any of its parts, if caused by a defect existing at the time it was sold or transferred to another;
- (r) labor costs caused by defective PRODUCTS to: (1) YOUR WORK; (2) other WORK performed at the same time if the defective PRODUCTS are on a necessary or customary part of the other WORK.

ENDORSEMENT NO. 030

THIS ENDORSEMENT NO. 030 CURRENTLY NOT APPLICABLE. NUMBER RESERVED FOR

FUTURE USE WITH APPROVED ENDORSEMENT.

ENDORSEMENT NO. 031
ADDITIONAL INSURED-FURNISHED AUTO

The WHO IS AN INSURED condition of this Coverage Part is changed by adding the following to "With respect to the AUTO HAZARD":

- (5) The person or organization named in the declarations as subject to this endorsement, but only with respect to an AUTO furnished by YOU to such person or organization.

ENDORSEMENT NO. 032
ADDITIONAL INSURED - MUNICIPALITIES

The WHO IS AN INSURED condition of this Coverage Part is changed by adding the following to "With respect to GARAGE OPERATIONS (other than the AUTO HAZARD), CUSTOMER COMPLAINT DEFENSE or STATUTE AND TITLE E&O ":

- (4) The municipality or other subdivision named in the declarations as subject to this endorsement, but only with respect to the ownership, maintenance, or use of that portion of any premises where YOU conduct YOUR AUTO business.

ENDORSEMENT NO. 033
ADDITIONAL INSURED - PROPERTY

The WHO IS AN INSURED condition of this Coverage Part is changed by adding the following to "With respect to GARAGE OPERATIONS (other than the AUTO HAZARD), CUSTOMER COMPLAINT DEFENSE or STATUTE AND TITLE E&O":

- (4) The person or organization named in the declarations as subject to this endorsement, but only with respect to tangible property while in YOUR possession under a written lease or rental agreement.

This endorsement does not insure any structural

alterations, demolition, or new construction performed by or for such additional INSURED.

ENDORSEMENT NO. 034
DRIVE OTHER AUTOS

The WHO IS AN INSURED condition of this Coverage Part is changed by adding the following to "With respect to the AUTO HAZARD":

- (5) The individual (and their FAMILY MEMBERS) named in the declarations as subject to this endorsement, but only with respect to any AUTO not owned by them or any member of their household.

With respect to the insurance afforded by this endorsement:

The definition of AUTO HAZARD is changed to read:

"AUTO HAZARD" means the use of any AUTO (1) not owned by the individual or FAMILY MEMBERS, and (2) not used by any of them while working in the business of selling, servicing, repairing or parking AUTOS.

The following definition is added:

"FAMILY MEMBERS" means any person related to the individual named in the declarations as insured under this endorsement, by marriage, blood or adoption, who is a resident of his or her household. FAMILY MEMBERS includes a ward or foster child.

These Exclusions are added:

- (q) any AUTO while used as a residence or place of business;
- (r) any AUTO furnished or available for the regular use of the individual or FAMILY MEMBERS.

The insurance afforded by this endorsement is

excess over any other insurance available to the INSURED.

ENDORSEMENT NO. 035
MEDICAL PAYMENTS

The insurance afforded by this Coverage Part is extended to include the following:

INSURING AGREEMENT - WE will pay all reasonable and necessary medical, dental, and funeral expenses (incurred for services rendered within three years after the OCCURRENCE) to or for each person who sustains INJURY to which this endorsement applies, when caused by an OCCURRENCE and arising out of:

- (a) GARAGE OPERATIONS, other than the AUTO HAZARD;
- (b) the AUTO HAZARD, to or for each person in, on, entering into, getting out of or off of an AUTO, if the person driving the AUTO is also an INSURED under the AUTO HAZARD;
- (c) the use of an AUTO by any person named in the declarations as subject to this endorsement.

THE MOST WE WILL PAY - Regardless of the number of INSUREDS or AUTOS insured by this Coverage Part, premium charged, persons who sustain INJURY, or claims made, the most WE will pay to or for any one person in any one OCCURRENCE is the limit shown in the declarations as applicable to this endorsement.

No payment will be made under this endorsement unless the injured person (or their legal representative) agrees in writing that any payment made will be applied toward any settlement or judgment that person receives for the same expenses under any other AUTO liability or Uninsured Motorists Coverage provided by this policy.

HOW WE WILL PAY - At OUR option, WE may pay the injured person or the person or organization rendering the service. Such payment does not mean WE admit any liability on any INSURED'S part.

EXAMINATIONS - As soon as possible, the injured person (or someone on their behalf) must give US a written proof of claim, under oath and signed if WE require. They will also execute any documents to have medical reports and records released to US, and to submit to physical examinations by physicians chosen by US, as often as WE deem necessary.

ENDORSEMENT NO. 036
LIMITED MEDICAL PAYMENTS

The MEDICAL PAYMENTS endorsement is changed to remove part (b) of the INSURING AGREEMENT in that endorsement.

ENDORSEMENT NO. 037
INDIVIDUAL MEDICAL PAYMENTS

The MEDICAL PAYMENTS endorsement is changed to remove parts (a) and (b) of the INSURING AGREEMENT in that endorsement.

ENDORSEMENT NO. 038
AUTO LESSORS LIABILITY

When AUTO LESSORS LIABILITY is shown in the declarations, the insurance afforded by this Coverage Part is changed as follows, but only with respect to OWNED AUTOS as defined in this endorsement.

These DEFINITIONS are changed to read:

"AUTO" means any land motor vehicle designed for travel on public roads, and includes its permanently attached equipment. It also means a trailer or semi-trailer designed for use with a four wheel private passenger or station wagon type AUTO. It does not include MOBILE EQUIPMENT.

"LEASE" means a written agreement for a

term of 180 days or more wherein YOU are the lessor.

"OWNED AUTO" means an AUTO YOU own while under LEASE to others.

This DEFINITION is added:

"LESSEE" means the person or organization named in the LEASE as the lessee.

Exclusion (g) is changed as follows:

Part (2) is changed to read:

"(2) rented to others by YOU".

Parts (3) and (4) do not apply when the excluded class or operation constitutes a minor and incidental part of an INSURED'S business operations;

The WHO IS AN INSURED condition is replaced with:

WHO IS AN INSURED - With respect to this Coverage Part:

(1) YOU;

(2) Under INSURING AGREEMENT A, anyone else required by law to be an INSURED while using an OWNED AUTO within the scope of YOUR permission.

The WHO IS NOT AN INSURED condition is replaced with:

WHO IS NOT AN INSURED - None of the following is an INSURED:

Any INSURED covered by a policy purchased by or on behalf of the LESSEE covering the OWNED AUTO, unless the limits of that policy have been exhausted.

The portion of THE MOST WE WILL PAY condition pertaining to INSURING AGREEMENT A is replaced by:

Under INSURING AGREEMENT A -

Regardless of the number of INSUREDS or AUTOS insured by this Coverage Part, premiums charged, persons or organizations who sustain INJURY or COVERED POLLUTION DAMAGES, claims made or suits brought, the most WE will pay for any one OCCURRENCE is the limit stated in the declarations subject to this endorsement.

The portion of the limit applicable to persons or organizations required by law to be an INSURED is only the amount (or amount in excess of any other insurance available to them) needed to comply with the minimum limits provision of such law in the jurisdiction where the OCCURRENCE takes place.

The OUT OF STATE EXTENSION does not apply to this endorsement.

The OTHER INSURANCE condition in the GENERAL CONDITIONS will apply to this endorsement.

ENDORSEMENT NO. 039
DAILY RENTAL AUTOS

When DAILY RENTAL AUTOS is shown in the declarations, the insurance afforded by this Coverage Part is changed as follows, but only with respect to OWNED AUTOS as defined in this endorsement.

The definition of OWNED AUTO is changed to read:

"OWNED AUTO" means an AUTO YOU own while under a RENTAL AGREEMENT.

The following DEFINITIONS are added:

"RENTAL AGREEMENT" means a written agreement for a term of less than 180 days, specifically identifying an OWNED AUTO rented by YOU to a RENTEE in which YOU agree to provide AUTO liability insurance for the RENTEE.

"RENTEE" means the person or organization

named in the RENTAL AGREEMENT as the rentee.

The EXCLUSIONS condition is changed as follows:

Part (2) of exclusion (g) is changed to read:

"(2) leased to others;

(h) is changed to read:

(h) under INSURING AGREEMENT A, INJURY or COVERED POLLUTION DAMAGES to property owned by, rented or leased to, being transported by, or in the care, custody, or control of the INSURED. This exclusion does not apply to a residence or private garage or to any AUTO owned by YOU if struck by another AUTO YOU own which is being operated by a RENTEE;

(p) is changed to read:

(p) LOSS to a camper body designed to be mounted upon an AUTO and equipped as sleeping or living quarters. This exclusion does not apply if it is described in the RENTAL AGREEMENT;

These exclusions are added:

(r) LOSS due and confined to: (1) faulty work performed by YOU; (2) defective parts or materials furnished by YOU;

(s) any AUTO while: (1) rented with a driver's services; (2) rented to YOUR salesman for use in YOUR business;

(t) LOSS due to conversion, embezzlement, or secretion by any person in possession of an OWNED AUTO under a RENTAL AGREEMENT.

The WHO IS AN INSURED condition is replaced by:

WHO IS AN INSURED - With respect to this Coverage Part:

- (1) YOU;
- (2) Under INSURING AGREEMENT A:
 - (a) a RENTEE;
 - (b) any other person using an OWNED AUTO within the scope of YOUR permission, unless it is being loaded or unloaded. Only a RENTEE'S employee is an INSURED for loading and unloading;
 - (c) anyone else, but only as a result of their liability because of what an INSURED does or fails to do.

Part (1) of the WHO IS NOT AN INSURED condition is removed.

Part (a) of the "Under INSURING AGREEMENT C" portion of the WE WILL ALSO PAY is removed.

The HOW WE WILL PAY condition is replaced by:

HOW WE WILL PAY - At OUR option, WE will pay for, repair, or replace the damaged or stolen OWNED AUTO or will require YOU to replace, repair, or sublet repairs to the OWNED AUTO. All repairs or replacements will be at YOUR actual cost exclusive of YOUR profit or overhead expenses.

The following condition is added:

YOU MUST REPORT - Within 15 days after the end of each calendar month, YOU must report the total amount of gross receipts YOU are entitled to for the rental of OWNED AUTOS for that month, whether YOU collect them or not.

ENDORSEMENT NO. 040
LOWER LIMITS FOR RENTEES

When DAILY RENTAL AUTOS is shown in the declarations as subject to this endorsement, the "Under INSURING AGREEMENT A" portion of THE MOST WE WILL PAY condition is changed to read:

Under INSURING AGREEMENT A - Regardless of the number of INSUREDS or AUTOS insured by this Coverage Part, premiums charged, persons or organizations who sustain INJURY or COVERED POLLUTION DAMAGES, claims made or suits brought, the most WE will pay for any one OCCURRENCE is the limit stated in the declarations for DAILY RENTAL AUTOS.

The portion of the limit applicable to INSUREDS other than YOU, is the minimum limits of liability specified in the Financial Responsibility Law of the jurisdiction where the OCCURRENCE takes place.

ENDORSEMENT NO. 041
ADDITIONAL INSURED - PREMISES

The WHO IS AN INSURED condition of this Coverage Part is changed by adding the following to "Except with respect to CUSTOMER COMPLAINT DEFENSE":

- (6) With respect to PREMISES, the person or organization named in the declarations as subject to this endorsement, but only with respect to tangible property while in YOUR possession under a written lease or rental agreement.

This endorsement does not insure any structural alterations, demolition, or new construction performed by or for such additional INSURED.

ENDORSEMENT NO. 042

THIS ENDORSEMENT NO. 042 CURRENTLY NOT APPLICABLE. NUMBER RESERVED FOR FUTURE USE WITH APPROVED ENDORSE-

MENT.

ENDORSEMENT NO. 043
ADDITIONAL INSUREDS

The WHO IS AN INSURED condition of this Coverage Part is changed as follows:

With respect to (1) any AUTO or watercraft used in YOUR business or (2) personal use of any AUTO owned or hired by YOU:

- (a) any person or organization designated in the declarations for this Coverage Part, and
- (b) any of YOUR partners, paid employees, directors, executive officers, or stockholders, and members of their households.

The actual use of the AUTO must be with YOUR permission and within the scope of such permission.

ENDORSEMENT NO. 044

THIS ENDORSEMENT NO. 044 CURRENTLY NOT APPLICABLE. NUMBER RESERVED FOR FUTURE USE WITH APPROVED ENDORSEMENT.

ENDORSEMENT NO. 045

THIS ENDORSEMENT NO. 045 CURRENTLY NOT APPLICABLE. NUMBER RESERVED FOR FUTURE USE WITH APPROVED ENDORSEMENT.

ENDORSEMENT NO. 046

THIS ENDORSEMENT NO. 046 CURRENTLY NOT APPLICABLE. NUMBER RESERVED FOR FUTURE USE WITH APPROVED ENDORSE-

MENT.

ENDORSEMENT NO. 047

THIS ENDORSEMENT NO. 047 CURRENTLY NOT APPLICABLE. NUMBER RESERVED FOR FUTURE USE WITH APPROVED ENDORSEMENT.

ENDORSEMENT NO. 048

THIS ENDORSEMENT NO. 048 CURRENTLY NOT APPLICABLE. NUMBER RESERVED FOR FUTURE USE WITH APPROVED ENDORSEMENT.

ENDORSEMENT NO. 049
ADDITIONAL INSUREDS
USE OF OTHER AUTOS

The WHO IS AN INSURED Condition of this Coverage Part is changed to include any person or organization insured by ENDORSEMENT NO. 034 (DRIVE OTHER AUTOS) or ENDORSEMENT NO. 056 (BROAD FORM DRIVE OTHER AUTOS) in the UNDERLYING INSURANCE, but not for more coverage than is provided to them in such endorsement.

ENDORSEMENT NO. 050
CONTINGENT LIABILITY EXCLUDED

EXCLUSION (r) of the EXCLUSIONS-PERILS portion of this Coverage Part is changed to read:

- (r) enforcement of any local or state ordinance or law regulating the construction, repair or demolition of BUILDINGS;

ENDORSEMENT NO. 051

THIS ENDORSEMENT NO. 051 CURRENTLY NOT APPLICABLE. NUMBER RESERVED FOR FUTURE USE WITH APPROVED ENDORSE-

MENT.

an AUTO purchased from YOU."

ENDORSEMENT NO. 052
TRANSPORTATION
COLLISION - MOTORCYCLES

With respect to any motorcycle insured by Coverage Part 300 - AUTO INVENTORY, the definition of "SPECIFIED PERILS" is changed to add:

- (8) LOSS to motorcycles (whether crated or not) caused when the AUTO on which they are being transported (in the ordinary course of YOUR business) is upset or collides with another AUTO or object.

ENDORSEMENT NO. 053
BUILDING FOUNDATIONS EXCLUDED

With respect to BUILDINGS shown in the declarations as subject to this endorsement, the EXCLUSIONS-PROPERTY Condition is changed to add:

- (m) foundations, whether above ground or underground; pipes, flues and drains which are underground; and the costs of excavations, grading, backfilling or filling. Part (d) of the definition of BUILDING is deleted.

ENDORSEMENT NO. 054
CUSTOMER RENTAL
COVERAGE EXCLUDED

Part (2) of exclusion (j) in Coverage Part 300 is removed in its entirety.

The following is deleted from part (1) (iii) of exclusion (i) in Coverage Part 500:

- "(2) YOUR customers for a term of two months or less when it temporarily replaces the CUSTOMER'S AUTO or when the customer is waiting delivery of

ENDORSEMENT NO. 055

THIS ENDORSEMENT NO. 055 CURRENTLY NOT APPLICABLE. NUMBER RESERVED FOR FUTURE USE WITH APPROVED ENDORSEMENT.

ENDORSEMENT NO. 056
BROAD FORM DRIVE OTHER AUTOS

The insurance afforded for OWNED AUTOS under INSURING AGREEMENTS A or C and part (1) of INSURING AGREEMENT B, as stated in the declarations as applicable to this endorsement, is extended to apply to a NON-OWNED AUTO, subject to the following:

The following DEFINITION is added:

"NON-OWNED AUTO" means an AUTO not owned by, LEASED to, or furnished or available for the regular use of an INSURED, and not used by an INSURED while in the business of selling, servicing, repairing or parking AUTOS.

With respect to this endorsement only, the following changes apply:

Exclusion (g) (3) is changed to delete "public livery vehicle" with respect to INJURY and COVERED POLLUTION DAMAGES.

The following EXCLUSIONS are added:

- (r) any AUTO while used as a residence or place of business;
- (s) any AUTO while used in the business or occupation of the INSURED unless being operated by the INSURED or the INSURED is OCCUPYING the AUTO;
- (t) any INSURED while engaged in the business of their employer, with respect to INJURY to a fellow employ-

ee injured in the course of his employment.

The WHO IS AN INSURED and WHO IS NOT AN INSURED provisions are changed to read:

WHO IS AN INSURED - With respect to this coverage:

- (1) each person shown in the declarations as subject to this endorsement and their spouse and other members of their household;
- (2) under INSURING AGREEMENT A only, anyone else but only as a result of their liability because of what an INSURED in (1) above does or fails to do.

WHO IS NOT AN INSURED - None of the following is an INSURED:

- (1) the owner or lessor of the AUTO;
- (2) the employer of an INSURED;
- (3) a partnership in which the INSURED is a partner.

The OTHER INSURANCE provision is changed to read:

OTHER INSURANCE - This insurance is excess over any other valid and collectible insurance available to the INSURED, whether primary, excess or contingent.

ENDORSEMENT NO. 057
BUSINESS USE EXCLUDED

With respect to OWNED AUTOS shown in the declarations as subject to this endorsement, the following EXCLUSION is added to Endorsement No. 038 (AUTO LESSORS LIABILITY):

- (r) any OWNED AUTO used in the business or occupation of the LESSEE. This exclusion does not apply to:

- (1) a 4 wheel private passenger, station wagon, 1/2 ton pickup, 1/2 ton van or a jeep type OWNED AUTO;
- (2) an OWNED AUTO temporarily in YOUR care, custody or control for service or repair;
- (3) an OWNED AUTO shown in the declarations as an "Exception" under AUTO LESSORS LIABILITY.

ENDORSEMENT NO. 058
RENTAL AND LEASING AUTOS EXCLUDED

No insurance is provided by this Coverage Part on any AUTO owned by any AUTO manufacturer (or any of its subsidiaries or affiliated companies) and rented or leased by YOU to others. No insurance is provided by this Coverage Part on any AUTO owned or leased by YOU and used in connection with any such rental or leasing operations.

ENDORSEMENT NO. 059
RENTOR ONLY COVERAGE

The WHO IS AN INSURED Condition applicable to Endorsement No. 039 (DAILY RENTAL AUTOS) is changed to read:

WHO IS AN INSURED - With respect to this insurance, only YOU.

ENDORSEMENT NO. 060

THIS ENDORSEMENT NO. 060 CURRENTLY NOT APPLICABLE. NUMBER RESERVED FOR FUTURE USE WITH APPROVED ENDORSEMENT.

ENDORSEMENT NO. 061
BLANKET LIMITS

With respect to LOSS to the property shown in the declarations as subject to this endorsement, the following is added to THE MOST WE WILL PAY Condition.

(h) If the limit applies to more than one LOCATION, the most WE will pay for LOSS at any one LOCATION is the proportion that the ACTUAL CASH VALUE at that LOCATION bears to the ACTUAL CASH VALUE of the insured property at all other LOCATIONS included in that limit.

ENDORSEMENT NO. 062
PHYSICAL DAMAGE IN MEXICO

Any AUTO physical damage coverage applicable to an OWNED AUTO under Coverage Part 900 (BASIC AUTO) also applies while such AUTO is being used in the Republic of Mexico. However;

- (1) The LOSS will be paid in the United States;
- (2) The most WE will pay is the lesser of the following amounts:
 - (a) the cost of repairing the AUTO or replacing its parts in Mexico, or
 - (b) the cost of repair or replacement at the nearest point in the United States where repair or replacement could be made.

WARNING -- This endorsement does NOT provide liability insurance when the AUTO is in Mexico. To avoid penalties under Mexico's laws, YOU should buy liability insurance on that AUTO from a company licensed in Mexico to sell it.

ENDORSEMENT NO. 063
STATED AMOUNT

With respect to any OWNED AUTO shown in the declarations as subject to this endorsement, the fourth paragraph of THE MOST WE WILL PAY provision is changed to read:

Under INSURING AGREEMENT C - The most WE will pay for any one LOSS to an OWNED AUTO is the least of the following:

- (a) the amount necessary to repair the OWNED AUTO or its parts with like kind and quality;
- (b) the amount necessary to replace the OWNED AUTO with like kind and quality;
- (c) the amount stated in the declarations.

ENDORSEMENT NO. 064
ANTIQUÉ AUTOS

With respect to the AUTO(S) shown in the declarations as subject to this endorsement, the insurance provided by this Coverage Part applies provided the AUTO is maintained and used solely for exhibitions, club activities, parades or other functions of public interest and is only occasionally used for other purposes.

ENDORSEMENT NO. 065

THIS ENDORSEMENT NO. 065 CURRENTLY NOT APPLICABLE. NUMBER RESERVED FOR FUTURE USE WITH APPROVED ENDORSEMENT.

ENDORSEMENT NO. 066
EMPLOYER'S LIABILITY COVERAGE

With respect to the insurance afforded by this endorsement only, the following changes are made in this Coverage Part:

The INSURING AGREEMENT is replaced with the following:

INSURING AGREEMENT - WE will pay all sums YOU legally must pay as DAMAGES because of INJURY to YOUR employees caused by an OCCURRENCE arising out of and in the course of the injured employee's employment by YOU.

The DEFINITIONS Condition is changed by redefining the following:

"INJURY" means bodily injury by accident or by disease. Bodily injury includes resulting death.

"OCCURRENCE" means INJURY by accident which occurs during the Coverage Part period. INJURY by disease must be caused or aggravated by the conditions of YOUR employment. The employee's last day of exposure to the conditions causing or aggravating such INJURY by disease must occur during the Coverage Part period.

The EXCLUSIONS Condition is replaced by the following:

EXCLUSIONS - This insurance does not apply to:

- (a) liability assumed under a contract. This exclusion does not apply to a warranty that YOUR WORK will be done in a workmanlike manner;
- (b) punitive or exemplary DAMAGES because of INJURY to an employee employed in violation of the law;
- (c) INJURY to an employee while employed in violation of law with YOUR actual knowledge or the actual knowledge of any of YOUR executive officers;
- (d) any obligation imposed by a Workers Compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
- (e) INJURY intentionally caused or aggravated by YOU;
- (f) INJURY occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
- (g) DAMAGES arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
- (h) INJURY to any person in work subject to the Longshore and Harbor Workers Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), and other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
- (i) INJURY to any person in work subject to the Federal Employers Liability Act (45 USC Sections 51-60), and other federal laws obligating any employer to pay DAMAGES to an employee due to INJURY arising out of or in the course of employment, or any amendments to those laws;
- (j) INJURY to a master or member of the crew of any vessel;
- (k) fines or penalties imposed for violation of federal or state law;
- (l) DAMAGES payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding DAMAGES for violation of those laws or regulations issued thereunder, and any amendments to those laws.

The WHO IS AN INSURED Condition is changed to read:

WHO IS AN INSURED - With respect to insurance afforded by this endorsement:

- (a) YOU;

- (b) if YOU are a partnership or joint venture, any partner or member thereof, but only with respect to their liability as such.

THE MOST WE WILL PAY Condition is replaced with the following:

THE MOST WE WILL PAY - Regardless of the number of INSUREDS or premiums charged by this Coverage Part, persons or organizations who sustain INJURY, claims made or SUITS brought, the most WE will pay in the limit shown in the declarations.

The HOW WE WILL PAY Condition is deleted in its entirety.

ENDORSEMENT NO. 067

THIS ENDORSEMENT NO. 067 CURRENTLY NOT APPLICABLE. NUMBER RESERVED FOR FUTURE USE WITH APPROVED ENDORSEMENT.

ENDORSEMENT NO. 068 ADDITIONAL EXTRA EXPENSE

With respect to the LOCATIONS shown in the declarations as subject to this endorsement, the following changes are made in this Coverage Part:

The INSURING AGREEMENT is changed to read:

INSURING AGREEMENT - WE will pay EXTRA EXPENSE because of LOSS from any cause (except as excluded or as stated otherwise in the declarations) to:

- (a) the BUILDING or CONTENTS at LOCATIONS shown in the declarations as applicable to this endorsement;
- (b) property, other than at the LOCATION, that directly results in civil authorities preventing YOU from

entering YOUR BUILDING.

The period insured is from the date of LOSS for as long as it reasonably takes to restore the damaged or destroyed BUILDING or CONTENTS, and to resume operations with the same quality of service which existed immediately before the LOSS regardless of the expiration date of this Coverage Part. Part (b) covers for only two consecutive weeks after LOSS.

The DEFINITIONS Condition is changed to add:

"EXTRA EXPENSE" means the necessary expense YOU incur to return YOUR operation to as near to normal as possible after LOSS, such expense being over and above the total cost that would have been incurred to conduct YOUR operations had no LOSS occurred. EXTRA EXPENSE does not mean loss of income or normal cost of repairing or replacing real or personal property, books of accounts, abstracts, drawings, card index systems, or other records of any kind. Any salvage value of property obtained from temporary use during the period of restoration will be deducted from the LOSS.

The EXCLUSIONS-PERILS Condition is changed as follows:

- (f) is changed to remove "interruption of business"

These exclusions are added:

- (w) due and confined to theft or attempted theft. This exclusion does not apply if there is visible evidence that the thief forcibly broke into or out of the BUILDING;
- (x) suspension, lapse, or cancellation of a lease, license, contract, or order;
- (y) interference by strikers, or others, at the LOCATION;
- (z) freezing.

The following exclusion is added to EXCLUSION-PROPERTY:

(m) BUILDINGS in the process of construction, including materials or supplies for use therewith.

The COINSURANCE, DEDUCTIBLE, and DEBRIS REMOVAL Conditions do not apply to this endorsement.

This condition is added:

REDUCTION OF LOSS - YOU must do all YOU can to reduce LOSS, by:

- (a) restoring the damaged, destroyed, or stolen property as soon as possible;
- (b) resuming operations at the LOCATION(S), whether damaged or not, or at other premises available to YOU, even if the operations are only partial;
- (c) using CONTENTS at other LOCATIONS or elsewhere.

The OTHER INSURANCE CONDITION is replaced by:

OTHER INSURANCE - Except with respect to EXTRA EXPENSE afforded under SUPPLEMENTAL LIMITS of Coverage Part 330, (PROPERTY) this insurance is excess over all other similar insurance.

ENDORSEMENT NO. 069

THIS ENDORSEMENT NO. 069 CURRENTLY NOT APPLICABLE. NUMBER RESERVED FOR FUTURE USE WITH APPROVED ENDORSEMENT.

ENDORSEMENT NO. 070 ADDED VALUE - EQUIPMENT

With respect to LOSS to the EQUIPMENT shown in the declarations as subject to this endorsement, the following changes are made in this Coverage Part:

The definition of EQUIPMENT is changed to read:

"EQUIPMENT" means furniture, fixtures, machinery, equipment, fences, light posts, signs, materials and supplies owned by YOU and used in YOUR business. EQUIPMENT does not include property as defined in AUTOS, BUILDING, EMPLOYEE TOOLS, or STOCK.

THE MOST WE WILL PAY provision is changed to read:

THE MOST WE WILL PAY - LOSS payment will not reduce the amount of insurance under this Coverage Part. The most WE will pay for any one LOSS, to the property at the LOCATIONS, is the least of the following:

- (a) the ACTUAL CASH VALUE of repairs to the property with like kind and quality plus as much of the "Added Value" as is needed to eliminate the actual depreciation;
- (b) the ACTUAL CASH VALUE of replacement for the property with like kind and quality, plus as much of the "Added Value" as is needed to eliminate the actual depreciation;
- (c) the percentage the last report (received by US prior to LOSS) bears to the ACTUAL CASH VALUE of such property that should have been reported. Such percentage will also apply to the "Added Value";
- (d) the limit stated in the declarations plus the "Added Value" stated in the declarations for the LOCATION. If WE have not received YOUR first report, the most WE will pay is 75% of the limit and "Added Value" stated in the declarations.

Regardless of the value reported by YOU, LOSS cannot exceed the limits stated in the declarations for the LOCATION.

"Added Value" is the amount stated in the declarations for the LOCATION subject to this endorsement. Such value is a percentage of the EQUIPMENT values exposure at the LOCATION

on the effective date of this policy. Based upon the EQUIPMENT values YOU report, WE will adjust such limit at each renewal.

ENDORSEMENT NO. 071
SPECIFIED PERILS EXCLUDED
ON FLOOR PLAN AUTOS

The coverage afforded for SPECIFIED PERILS does not apply to AUTOS owned or acquired by YOU and insured by YOUR floor plan or finance source.

ENDORSEMENT NO. 072
UNNAMED PERILS EXCLUDED
ON FLOOR PLAN AUTOS

The coverage afforded for UNNAMED PERILS does not apply to AUTOS owned or acquired by YOU and insured by YOUR floor plan or finance source.

ENDORSEMENT NO. 073
COLLISION EXCLUDED ON
FLOOR PLAN AUTOS

The coverage afforded for COLLISION does not apply to AUTOS owned or acquired by YOU and insured by YOUR floor plan or finance source.

ENDORSEMENT NO. 074
EXTENDED THEFT EXCLUDED ON
FLOOR PLAN AUTOS

The coverage afforded for EXTENDED THEFT does not apply to AUTOS owned or acquired by YOU and insured by YOUR floor plan or finance source.

ENDORSEMENT NO. 075
DEMONSTRATOR -
COMPANY AUTO REDEFINED

The definition of "DEMONSTRATOR - COMPANY AUTO" is changed to read:

"DEMONSTRATOR - COMPANY AUTO" means a COVERED AUTO shown on YOUR records as a demonstrator and used in YOUR sales operation.

ENDORSEMENT NO. 076
FLOOR PLAN EXCESS INSURANCE

If a COVERED AUTO is insured by YOUR floor plan or finance source, and such other insurance is limited to the amount of the encumbrance, WE will pay the difference between such other insurance and the amount of the LOSS.

This insurance applies only when the cause of the LOSS is insured by this Coverage Part.

This insurance is excess over any other insurance and applies only after such other insurance has been paid.

ENDORSEMENT NO. 077
VALUE PROTECTION

With respect to LOSS to the BUILDING shown in the declarations as subject to this endorsement, the following changes are made in this Coverage Part:

GUARANTEED REPLACEMENT COST

The Coinsurance and Debris Removal conditions are removed in their entirety. The GUARANTEED REPLACEMENT COST Condition of this endorsement does not apply to the SUPPLEMENTAL LIMITS Condition.

THE MOST WE WILL PAY Condition is amended to delete (g) and replace (a) and (b) with the following:

- (a) the actual cost of repairs to the property, with like kind and quality;

(b) the replacement cost of the property with like kind and quality, regardless of the limit shown in the declarations, subject to the following:

- (1) YOU have insured the BUILDING to 100% of its replacement cost as determined by OUR BUILDING appraisal;
- (2) YOU have accepted each annual adjustment in the BUILDING amount;
- (3) YOU have notified US within 90 days of any physical changes YOU have made in the BUILDING which exceed 10% of the limit, and paid any additional premium due. If YOU fail to notify US as required, WE will pay no more than 110% of the limit shown in the declarations;
- (4) If YOU replace the BUILDING at a different premises, WE will pay no more than it would have cost YOU to replace it at the original premises;

YOU may elect LOSS payment at replacement cost less depreciation. YOU have 180 days after the LOSS to tell US, in writing, how YOU elect LOSS payment.

The GUARANTEED REPLACEMENT COST portion of this endorsement will not apply until YOU have actually repaired or replaced the BUILDING for the same occupancy and use. YOU must repair or replace the BUILDING within a reasonable time after LOSS.

DEBRIS REMOVAL, DEMOLITION COST & INCREASED COST OF CONSTRUCTION

The following is added to the SUPPLEMENTAL LIMITS Condition:

If a BUILDING is insured under this endorsement, up to a total of 25% of the limit for that BUILDING for any one LOSS, to apply in any combination of the following:

- (a) Debris Removal - WE will pay the cost to remove debris subject to the following:

- (1) the LOSS is caused by an insured peril;
- (2) the expenses will be paid only if reported to US within 180 days of the earlier of (i) the date of LOSS or (ii) the end of the Coverage Part period;
- (3) WE will not pay for the expense to clean up, remove, contain, treat, detoxify or neutralize POLLUTANTS or to replace polluted land or water;

(b) Demolition Cost - WE will pay the cost to demolish any undamaged portion of the BUILDING, including clearing the site subject to the following:

- (1) the LOSS is caused by an insured peril;
- (2) the cost is the result of the enforcement of any local or state ordinance or law regulating the demolition of BUILDINGS at the described premises which are in effect at the time of LOSS;

(c) Increased Cost Of Construction - WE will pay for any increased cost of repair, construction or re-construction of the BUILDING subject to the following:

- (1) the LOSS is caused by an insured peril;
- (2) the cost is the result of the enforcement of any local or state ordinance or law regulating the construction or repair of damaged BUILDINGS at the described premises which are in effect at the time of the LOSS;
- (3) the BUILDING must be repaired or replaced for the same occupancy and use. YOU must repair or replace the BUILDING within a reasonable time after LOSS.

EXCLUSIONS - PERILS (r) does not apply to the SUPPLEMENTAL LIMITS portion of this endorsement.

ENDORSEMENT NO. 078
REPLACEMENT COST EQUIPMENT

With respect to LOSS to the EQUIPMENT shown in the declarations as subject to this endorsement, the following changes are made in this Coverage Part:

Part (a) of the definition of ACTUAL CASH VALUE is changed to read:

- (a) EQUIPMENT (except DATA, IMPROVEMENTS AND BETTERMENTS, MEDIA and Property of Others), its replacement cost;

The COINSURANCE Condition is deleted in its entirety.

Part (g) of THE MOST WE WILL PAY is replaced by:

- (g) 110% of the limit shown in the declarations for the LOCATION. This endorsement will not apply until YOU have actually repaired or replaced the EQUIPMENT. YOU must repair or replace the EQUIPMENT within a reasonable time after LOSS.

ENDORSEMENT NO. 079
EARTHQUAKE

Unless "NO COVER" is shown in the declarations for the earthquake peril, the insurance afforded for such property is extended to include LOSS caused by earthquake, volcanic eruption, explosion or effusion. This Coverage Part is changed as follows:

The following is added to the definition of LOSS:

All earthquake shocks or volcanic eruptions that occur within any 168 hour period will constitute a single earthquake or volcanic eruption. The expiration of this Coverage Part will not reduce the 168 hour period.

Exclusion (i) of EXCLUSIONS - PERILS is amended to read:

- (i) except with respect to property in transit or glass; landslide, mine subsidence, tidal wave, flood, mudslide or mudflow even if attributable to an earthquake or volcanic eruption. If fire or explosion follows, WE

will pay only for LOSS by fire or explosion. Any earthquake or volcanic eruption that begins before the inception of this insurance;

The DEDUCTIBLES Condition is replaced by:

DEDUCTIBLES - After the amount of LOSS has been determined under THE MOST WE WILL PAY and the COINSURANCE Condition applied, WE will subtract the applicable deductible shown in the declarations, subject to the following:

- (1) this deductible will be applied separately to each BUILDING, LOCATION and item of coverage involved in the LOSS;
- (2) WE will divide the deductible by the limit and apply that percentage against the "value" of each BUILDING, LOCATION or item of coverage involved in the LOSS. "Value" is determined on the basis described under ACTUAL CASH VALUE, unless amended by endorsement.

ENDORSEMENT NO. 080
BUSINESS INCOME CONTINUATION

With respect to the LOCATIONS shown in the declarations as subject to this endorsement, the following changes are made in this Coverage Part:

The INSURING AGREEMENT is changed to read:

INSURING AGREEMENT - WE will pay BUSINESS INCOME CONTINUATION when YOU must suspend YOUR business because of LOSS from any cause (except as excluded or as stated otherwise in the declarations) to:

- (a) the BUILDING or CONTENTS at LOCATIONS shown in the declarations as applicable to this endorsement;
- (b) property, other than that at the LOCATION, that directly results in civil authorities preventing YOU from entering YOUR BUILDING. Part (b) covers for only two consecutive weeks after LOSS.

The period of suspension insured is from the

date of LOSS for as long as it reasonably takes to restore the damaged or destroyed BUILDING or CONTENTS, and to resume operations with the same quality of service which existed immediately before the LOSS, regardless of the expiration date of this Coverage Part. In no event, however, will WE pay for more consecutive months than as shown in the declarations as applying to this endorsement.

The DEFINITIONS Condition is changed to add:

"BUSINESS INCOME CONTINUATION" means the amount of GROSS PROFIT YOU have selected to be paid to YOU in the event of the total suspension of YOUR business. The amount is also shown as the limit per month in the declarations.

"EXTRA EXPENSE" means the necessary expenses YOU incur to return YOUR operation to as near to normal as possible after a LOSS, such expense being over and above the total cost that would have been incurred to conduct YOUR operation had no LOSS occurred. EXTRA EXPENSE does not mean loss of income or normal cost of repairing or replacing real or personal property, books of accounts, abstracts, drawings, card index systems or other records of any kind. Any salvage value of property obtained for temporary use during the period of restoration will be deducted from the LOSS.

"GROSS PROFIT" means the total income from the service and repair of AUTOS and the sale of STOCK less the cost of STOCK (not including labor) sold.

The EXCLUSIONS-PERILS condition is changed as follows:

(f) is changed to remove "interruption of business"

These exclusions are added:

(w) due and confined to theft or attempted theft. This exclusion does not apply if there is visible evidence that the thief forcibly broke into or out of the BUILDING;

(x) suspension, lapse, or cancellation of a lease,

license, contract, or order;

(y) interference by strikers, or others, at the LOCATION;

(z) freezing.

The following exclusion is added to EXCLUSIONS-PROPERTY:

(m) BUILDINGS in the process of construction, including materials or supplies for use there-with.

The MOST WE WILL PAY Condition is replaced by:

THE MOST WE WILL PAY - The most WE will pay under this endorsement for BUSINESS INCOME CONTINUATION is determined as follows:

(1) if YOU must totally suspend YOUR business at any LOCATION shown in the declarations as applicable to this coverage for 5 consecutive days or less, WE will pay YOU 1/30 of the monthly amount shown in the declarations for each day of total suspension;

(2) if YOU must totally suspend YOUR business at the LOCATIONS shown in the declarations as applicable to this coverage for more than 5 consecutive days or must partially suspend YOUR business, WE will pay YOU the larger of the following amounts for each day during the period of suspension:

(a) 1/30 of the monthly limit shown in the declarations, less the average daily GROSS PROFIT YOU actually earn following the LOSS;

(b) the average daily GROSS PROFIT for the four calendar months immediately preceding the month of the LOSS, less the average daily GROSS PROFIT YOU actually earn following the LOSS.

This Condition is added:

EXTENDED RECOVERY PERIOD - If YOU must suspend the insured operations for 30 days or more and YOU resume operations within a reasonable time, WE will extend the recovery period up to 30 days from the date YOU resume operations. This EXTENDED RECOVERY PERIOD ends the earlier of 30 days from the date YOU resume operations or the end of the total consecutive months (shown in the declarations) from the date of LOSS.

The COINSURANCE, DEDUCTIBLE, and DEBRIS REMOVAL Conditions do not apply to this endorsement.

The following is added to the SUPPLEMENTAL LIMITS Condition:

If BUSINESS INCOME CONTINUATION is insured:

(a) up to 10% of the aggregate limits for BUSINESS INCOME CONTINUATION at the LOCATION, but not for more than \$10,000, to apply to LOSS caused by theft of CONTENTS or damage to the BUILDING by thieves. Exclusion (w) of EXCLUSIONS - PERILS does not apply to this extension;

(b) up to 10% of the total aggregate limits for all BUSINESS INCOME CONTINUATION shown in the declarations, to apply to EXTRA EXPENSE incurred by YOU at the LOCATION or any building YOU own, rent or lease for use in YOUR business, but not for more than \$25,000, regardless of the number of LOCATIONS or BUILDINGS involved in a LOSS.

Extensions (a) and (b) apply only for the period of recovery as stated in the declarations for BUSINESS INCOME CONTINUATION at the LOCATION;

(c) up to 10% of the total aggregate limits for all BUSINESS INCOME CONTINUATION shown in the declarations, but not for more than \$25,000, to apply to any BUILDING YOU acquire, rent, or lease for use in YOUR business. This is the most WE will pay under this extension for each month of suspension. The number of consecutive months insured under this extension will be the shortest peri-

od applying at any LOCATION insured for BUSINESS INCOME CONTINUATION.

Part (c) of this extension ends the earlier of (1) 90 days from the first day of acquisition, rental or lease, or (2) the date YOU report the BUILDING to US. WE will charge YOU premium from the first day of acquisition, rental or lease.

This condition is added:

REDUCTION OF LOSS - YOU must do all YOU can to reduce LOSS, by:

- (a) restoring the damaged, destroyed, or stolen property as soon as possible;
- (b) resuming operations at the LOCATION(S), whether damaged or not, or at other premises available to YOU, even if the operations are only partial;
- (c) using CONTENTS at other LOCATIONS or elsewhere.

ENDORSEMENT NO. 081
WRAPAROUND SPECIFIED PERILS

The coverage afforded for SPECIFIED PERILS does not apply to AUTOS owned or acquired by YOU and insured by YOUR floor plan or finance source. This exclusion does not apply:

- (1) to the value of improvements YOU make to the COVERED AUTO (after it is acquired by YOU) which increases its value and exceeds the amount due from such other insurance;
- (2) to a LOSS excluded by the floor plan or finance source but which is covered under this insurance.

ENDORSEMENT NO. 082
WRAPAROUND UNNAMED PERILS

The coverage afforded for UNNAMED PERILS does not apply to AUTOS owned or acquired by YOU and insured by YOUR floor plan or finance source. This exclusion does not apply:

- (1) to the value of improvements YOU make to the COVERED AUTO (after it is acquired by YOU) which increases its

value and exceeds the amount due from such other insurance;

- (2) to a LOSS excluded by the floor plan or finance source but which is covered under this insurance.

ENDORSEMENT NO. 083
WRAPAROUND COLLISION

The coverage afforded for COLLISION does not apply to AUTOS owned or acquired by YOU and insured by YOUR floor plan or finance source. This exclusion does not apply:

- (1) to the value of improvements YOU make to the COVERED AUTO (after it is acquired by YOU) which increases its value and exceeds the amount due from such other insurance;
- (2) to a LOSS excluded by the floor plan or finance source but which is covered under this insurance.

ENDORSEMENT NO. 084
WRAPAROUND EXTENDED THEFT

The coverage afforded for EXTENDED THEFT does not apply to AUTOS owned or acquired by YOU and insured by YOUR floor plan or finance source. This exclusion does not apply:

- (1) to the value of improvements YOU make to the COVERED AUTO (after it is acquired by YOU) which increases its value and exceeds the amount due from such other insurance;
- (2) to a LOSS excluded by the floor plan or finance source but which is covered under this insurance;
- (3) to the amount of LOSS that exceeds the limit of the floor plan or finance source.

ENDORSEMENT NO. 085
BREAKDOWN EXCLUDED

With respect to the property shown in the declarations as subject to this endorsement, the following change is made:

EXCLUSIONS - PERILS (q) is replaced by:

- (q) explosion, rupture, or bursting of any of the following if they are owned by or leased to YOU or operated under YOUR control:

- (1) pressure relief devices, boilers or other equipment for heating water;
- (2) rotating or moving parts of machinery by centrifugal force or mechanical breakdown;
- (3) steam boilers, steam pipes, steam turbines, or steam engines.

WE will pay for LOSS by any fire or explosion that follows:

Part (3) does not apply to the explosion of accumulated gas or unconsumed fuel in the firebox or combustion chamber of a fixed vessel, or in the flues or passages leading from it;

ENDORSEMENT NO. 086
INCREASED LIMITS
FOR WELFARE AND PENSION PLANS

With respect to the Welfare and Pension Benefit Plan shown in the declarations as an INSURED, the limit for EMPLOYEE DISHONESTY is increased to the amount shown in the declarations as "WELFARE AND PENSION PLAN LIMIT".

ENDORSEMENT NO. 087
DIMINISHED VALUE

In addition to the amount due YOU for LOSS caused by COLLISION, malicious mischief or vandalism, theft or larceny, GOVERNMENT CONFISCATION and EXTENDED THEFT, WE will pay YOU for diminished value, subject to the following:

- (a) this coverage applies only to NEW PRIVATE PASSENGER, NEW TRUCK, and DEMONSTRATOR-COMPANY AUTO owned by YOU.

The definition of COVERED AUTO is changed to delete "(2) not owned by YOU but in YOUR care, custody or control".

The definitions of NEW PRIVATE PASSENGER and NEW TRUCK are changed to delete "or consigned to";

- (b) Payment under this endorsement will be calculated as follows:
- (1) From the amount of the gross LOSS, WE will apply the repair percentages shown in the declarations for "YOUR AUTOS";
 - (2) WE will then apply the appropriate deductible shown in the declarations;
 - (3) If, after (1) and (2), there is an amount due YOU, WE will multiply the gross LOSS by 10%. This will be the amount due YOU under this endorsement.

The insurance afforded by this endorsement does not apply:

- (1) when WE replace or require YOU to replace a COVERED AUTO;
- (2) to those AUTOS insured for COLLISION, malicious mischief or vandalism, theft or larceny, GOVERNMENT CONFISCATION or EXTENDED THEFT by YOUR floor plan or finance source.

Exclusion (o) does not apply to this endorsement.

ENDORSEMENT NO. 088
ADDITIONAL INSURED - FURNISHED AUTO
HOUSEHOLD MEMBERS

The WHO IS AN INSURED condition of this Coverage Part is changed by adding the following to "With respect to the AUTO HAZARD":

- (5) The person (including members of their household) or organization named in the declarations as subject to this endorsement, but only with respect to an AUTO furnished by YOU to such person or organization.

ENDORSEMENT NO. 089

UMBRELLA LIMITS INCLUSIVE

THE MOST WE WILL PAY condition is amended to read:

THE MOST WE WILL PAY - Regardless of the number of INSUREDS, AUTOS, MOBILE EQUIPMENT, or watercraft insured or premiums charged by this Coverage Part, persons or organizations who sustain INJURY or COVERED POLLUTION DAMAGES, claims made or SUITS brought, the most WE will pay is the least of the following:

- (a) when there is no coverage for a LOSS available to the INSURED in the UNDERLYING INSURANCE or any other insurance, WE will pay the difference between OUR limit and the retention which are both shown in the declarations;
- (b) when coverage for a LOSS is available to the INSURED in the UNDERLYING INSURANCE only, WE will pay the difference between OUR limit and the limits of such UNDERLYING INSURANCE which are both shown in the declarations;
- (c) when there is no coverage for a LOSS available to the INSURED in the UNDERLYING INSURANCE but there is coverage available under another insurance policy (which was not purchased as excess of this policy), WE will pay the difference between OUR limit shown in the declarations and the limits of such other insurance;
- (d) when there is coverage for a LOSS available in both the UNDERLYING INSURANCE and any other insurance (which was not purchased as excess of this policy) WE will pay the difference between the UNDERLYING INSURANCE and OUR limit (both as shown in the declarations) but only after the UNDERLYING INSURANCE and such other insurance have been exhausted;

(e) with respect to liability of others assumed under a contract or agreement, the amount required by such contract or agreement or OUR limit, whichever is less.

ENDORSEMENT NO. 090
STANDARD FORM MCS-90
ENDORSEMENT FOR MOTOR CARRIER
POLICIES OF INSURANCE FOR PUBLIC
LIABILITY UNDER SECTIONS 29 AND 30
OF THE MOTOR CARRIER ACT OF 1980

ENDORSEMENT NO. 091
UNDERINSURED MOTORISTS

With respect to the insurance afforded by this endorsement, the following changes are made in this Coverage Part:

The definition of UNINSURED MOTOR VEHICLE is changed to add:

(4) which, at the time of the ACCIDENT, was insured or bonded with at least the amounts required by the applicable law where a COVERED AUTO is principally garaged, but their limits are less than the limits of this insurance.

The MOST WE WILL PAY Condition is changed to add:

WE will pay under this endorsement only after the limits of any other applicable insurance policies or bonds have been exhausted by payment of judgments or settlements.

ENDORSEMENT NO. 092
DESIGNATED INDIVIDUALS

With respect to the insurance afforded by this endorsement, the following change is made in this Coverage Part:

The WHO IS AN INSURED condition is replaced with the following:

WHO IS AN INSURED - With respect to this

Coverage Part, the individual (and any FAMILY MEMBER) designated on the declarations as subject to this endorsement and any passengers in a COVERED AUTO driven by the designated individual.

ENDORSEMENT NO. 093
OWNED AUTOS EXCLUDED

No insurance is afforded under this Coverage Part with respect to any AUTO owned by or LEASED to YOU, nor to any TEMPORARY SUBSTITUTE AUTO.

"LEASED" means a written agreement for a term of 180 days or more wherein YOU are named as the lessee.

"TEMPORARY SUBSTITUTE AUTO" means an AUTO not owned by or LEASED to YOU, YOUR partners, officers, employees or a member of YOUR or their household, when it is used temporarily with the owner's permission to replace an owned or LEASED AUTO which is out of service due to its repair, servicing, loss or destruction.

ENDORSEMENT NO. 094
ALL OWNED AUTOS INSURED

The definition of OWNED AUTO is replaced by:

"OWNED AUTO" means any AUTO YOU own or LEASE during the Coverage Part period. It also means a trailer attached to such AUTO.

ENDORSEMENT NO. 095
PREMISES MEDICAL PAYMENTS

The insurance afforded by this Coverage Part is extended to include the following:

INSURING AGREEMENT - WE will pay all reasonable and necessary medical, dental, and funeral expenses (incurred for services rendered within three years after the OCCURRENCE) to or for each person who sustains INJURY to which this endorsement applies, when caused by an OCCURRENCE and arising out of the PREMISES hazard.

THE MOST WE WILL PAY - Regardless of the number of INSUREDS, premiums charged, persons who sustain INJURY, or claims made, the most WE will pay to or for any one person in any one OCCURRENCE is the limit shown in the declarations as applicable to this endorsement.

No payment will be made under this endorsement unless the injured person (or their legal representative) agrees in writing that any payment made will be applied toward any settlement or judgment that person receives for the same expenses under any other AUTO liability or Uninsured Motorists Coverage provided by this policy.

HOW WE WILL PAY - At OUR option, WE may pay the injured person or the person or organization rendering the service. Such payment does not mean WE admit any liability on any INSURED'S part.

EXAMINATIONS - As soon as possible, the injured person (or someone on their behalf) must give US a written proof of claim, under oath and signed if WE require. They will also execute any documents to have medical reports and records released to US, and to submit to physical examinations by physicians chosen by US, as often as WE deem necessary.

ENDORSEMENT NO. 096
HIRED AND NONOWNED AUTOS

The following is added to the definition of OWNED AUTOS:

OWNED AUTO also means an AUTO not owned by YOU, YOUR partner, executive officer, agent or employee when used in YOUR business.

Part (1) of WHO IS NOT AN INSURED is changed to read:

- (1) the owner, lessor or rentor of an AUTO not owned by YOU. This does not apply if they are named in the declarations as applicable to this Coverage Part;

ENDORSEMENT NO. 097
AUTO SERVICE FACILITY

The Definition of AUTO HAZARD is changed to read:

"AUTO HAZARD" means the maintenance or use of a CUSTOMER'S AUTO.

Exclusion (i) is replaced by:

- (i) INJURY or COVERED POLLUTION DAMAGES arising out of the ownership, use, loading or unloading of any:

(1) AUTO:

- (i) owned by, leased or rented to any INSURED;
- (ii) operated in, or in practice or preparation for any prearranged or organized race, rally, speed, demolition or competitive contest or stunting activity;
- (iii) leased or rented by YOU to others;
- (iv) being used as a HAULAWAY, taxi cab, bus, public livery vehicle, emergency ambulance, long haul public freight carrier or for carrying property for a charge;
- (v) being used to transport explosives, gasoline, liquefied petroleum gas or other volatile petroleum products;

(2) Watercraft:

- (i) over 35 feet in length;
- (ii) when used for nonbusiness purposes by any INSURED, regardless of length;
- (iii) when rented or leased to others;
- (iv) while afloat over 50 nautical miles from the coastal shoreline of the 48 contiguous United States, the District of Columbia, or Canada;
- (v) operated in, or in practice or preparation for any prearranged or organized race, rally, speed, or competitive contest or stunting activity;

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ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT

THIS ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT (the "*Agreement*") is made as of the 1st day of December, 2016, between **MAGUIRE FAMILY LIMITED PARTNERSHIP** (the "*Indemnitor*" or the "*Company*"), for the benefit of the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY** (the "*Agency*").

RECITALS

WHEREAS, the Agency has undertaken at the request of the Indemnitor, a project (the "*Project*") consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York, as more fully described on Schedule A annexed hereto (collectively, the "*Land*"); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto ; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the "*Facility*"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the "*Equipment*" and together with the Land and the Facility, the "*Project Facility*"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company's affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

NOW, THEREFORE, in consideration of the premises, Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Indemnitor, intending to be legally bound, hereby agrees as follows:

1. **Recitals; Definitions.**

(a) The foregoing recitals are incorporated into this Agreement by this reference.

(b) Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Schedule of Definitions attached to the Agency Lease as Exhibit "C."

2. **Representations and Warranties.**

(a) Except as disclosed in Schedule B annexed hereto, Indemnitee 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, Indemnitee 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 Indemnitee 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 unlawful activity that could impose liability under the Hazardous Waste Laws on such tenant or occupant, on Agency, the Indemnitee or on any other owner of any of the Project Facility.

3. **Covenants.**

(a) Indemnitee 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. Indemnitee 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, which request must be predicated on reasonable cause for belief that Hazardous Substances are present at the Project Facility, Indemnitee shall provide Agency, at Indemnitee'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, 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 thirty (30) days, interest on such amount shall, after the expiration of the ten-day period, accrue at the interest rate set forth in the Agency Lease until such amount, plus interest, is paid in full.

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

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

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

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

11. **Joint and Several Liability.** In the event that this Agreement is executed by more than one party as Indemnitor, the liability of such parties is joint and several. A separate action or actions may be brought and prosecuted against each Indemnitor, whether or not an action is brought against any other person or whether or not any other person is joined in such action or actions.

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

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

(a) To the Agency:

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

With copies to:

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

(b) To the Company:

Maguire Family Limited Partnership
504 South Meadow Street
Ithaca, New York 14850
Attn: Philip J. Maguire, President

With a copy to:

Barney, Grossman, Dubow, Marcus, Orkin, & Tesi, LLP
200 E. Buffalo Street, Suite 402
Ithaca, NY 14850
Attn: Virginia A. Tesi, 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.

**MAGUIRE FAMILY LIMITED
PARTNERSHIP**

By: *Philip J. Maguire*
Philip J. Maguire, Member

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

On the 29 day of December, in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared **Philip J. Maguire**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

VIRGINIA A. TESI
Notary Public, State of New York
No. 02TE6087891
Qualified in Tompkins County
Commission Expires Feb. 24, 20*17*

[Signature]
Notary Public

SCHEDULE "A"

LEGAL DESCRIPTION

LEGAL DESCRIPTION

65 Arthur St, LLC to Maguire

PARCEL A: TP #108.01-04-02

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Water Lots 4, 5, 6 and 7 in Block 36 of the former Village of Geddes as shown on a map made by John Randall, Jr., and being more particularly described as follows:

Beginning at a point marked by an iron pin found at the intersection of the southeasterly line of Hiawatha Boulevard with the northerly corner of lands now or formerly of Onondaga County Industrial (Liber 3842 of Deeds at page 257);

Running thence along said southeasterly line North 43 degrees 09 minutes 08 seconds East a distance of 112.20 feet to a point;

Running thence South 41 degrees 58 minutes 22 seconds East a distance of 452.63 feet to a point;

Running thence South 28 degrees 44 minutes 22 seconds East a distance of 375.18 feet to a point;

Running thence South 61 degrees 15 minutes 38 seconds West a distance of 67.98 feet to a point in the northeasterly line of Onondaga County Industrial;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 375.18 to a point;

Running thence North 44 degrees 14 minutes 10 seconds West a distance of 216.93 feet to a point;

Running thence North 51 degrees 56 minutes 36 seconds West a distance of 214.00 feet to the point or place of beginning, containing 1.411 acres of land, more or less.

PARCEL B: TP #108.01-01-02

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 57, 58, 59, 60, 61 and 62 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 250.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 07 seconds West a distance of 239.89 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 120.43 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 43 degrees 09 minutes 13 seconds East a distance of 227.95 feet to the point or place of beginning, containing .644 acres of land.

PARCEL C: TP #108.01-01-03

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 51, 52, 53, 54, 55, and 56 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 370.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 12 seconds West a distance of 258.83 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 30.44 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 91.38 feet to a point in the northeasterly street line of Harbor Street, also being the southwesterly corner of Parcel B, above;

Running thence North 43 degrees 09 minutes 07 seconds East along the southeasterly line of Parcel B, above, a distance of 239.89 feet to the point or place of beginning, containing .680 acres of land.

PARCEL D: TP #108.01-01-04.1

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50, and all of Lot Nos 42, 43, 44, and 45 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin found in the northwesterly street line of Rusin Avenue located South 62 degrees 01 second 28 minutes West a distance of 79.66 feet from the intersection of said street line with the southwesterly street line of State Fair Boulevard;

Running thence South 62 degrees 01 second 28 minutes West a distance of 237.14 feet to a point in the northeasterly line of Harbor Street marked by a pin set;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 121.72 feet to a point marked by a pin set in the northeasterly street line of Harbor Street, also being the southwest corner of Parcel C, above;

Running thence North 43 degrees 09 minutes 12 seconds East along the southeasterly line of Parcel C, above, a distance of 183.82 feet to a point marked by a pin found;

Running thence South 47 degrees 39 minutes 49 seconds East a distance of 192.41 feet to the point or place of beginning, containing .737 acres of land.

Parcel A is conveyed subject to a Right of Way and Easement given to the County of Onondaga for sewers and force mains, dated December 8, 2006 and recorded December 13, 2006 in the Onondaga County Clerk's Office in Liber 4972 of Deeds at Page 504.

Parcels B and C are conveyed subject to a permanent easement being 5.00 feet in width lying southwesterly of and adjacent to said southwesterly boundary of State Fair Boulevard, as reserved by the City of Syracuse in a deed to John Rotella dated November 20, 1974 and recorded December 12, 1974 in the Onondaga County Clerk's Office in Liber 2545 of Deeds at page 181.

Parcels B, C and D are conveyed subject to a Right of Way and Easement given to the County of Onondaga for sewers and force mains, dated December 8, 2006 and recorded December 13, 2006 in the Onondaga County Clerk's Office in Liber 4972 of Deeds at Page 498.

The above described parcels being shown as "PARCEL A", "PARCEL B", "PARCEL C" and "PARCEL D" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being the same premises conveyed to Grantor by deed dated September 16, 2015 and recorded September 18, 2015 in the Onondaga County Clerk's Office in Liber 5341 of Deeds at Page 534.

Lumus Investors Co. to Maguire

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin set in the southwesterly street line of State Fair Boulevard where said street line intersects the northwesterly street line of Rusin Avenue;

Running thence South 62 degrees 01 second 28 minutes West a distance of 79.66 feet to a point in the northwesterly line of Rusin Avenue marked by an iron pin found;

Running thence North 47 degrees 39 minutes 49 seconds West a distance of 192.41 feet to a point marked by an iron pin found;

Running thence North 43 degrees 09 minutes 12 seconds East a distance of 75.01 feet to a point marked by an iron pin found in the southwesterly street line of State Fair Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along said street line a distance of 218.18 feet to the point or place of beginning, containing .353 acres of land.

Subject to permanent easements being 5.00 feet in width lying southwesterly of and adjacent to said southwesterly boundary of State Fair Boulevard, as reserved by the City of Syracuse in two deeds to John Rotella: (a) dated November 20, 1974 and recorded December 12, 1974 in the Onondaga County Clerk's Office in Liber 2545 of Deeds at page 181; and (b) dated January 15, 1976 and recorded April 7, 1976 in the Onondaga County Clerk's Office in Liber 2577 of Deeds at page 522.

The above described parcel being shown as "PARCEL E" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being part of the same premises conveyed to Lumus Investors, Co., by deed of John Rotella dated January 25, 1983 and recorded May 17, 1983 in the Onondaga County Clerk's Office in Liber 3008 of Deeds at Page 331. Peter Muserlian and Paul Anderson were the only partners of Lumus Investors, Co. Peter Muserlian died on April 23, 1999, and Letters Testamentary in the Ancillary Probate action were issued by the Onondaga Surrogate's Court to Margaret M. Mooney, Patricia M. Golding, and Peter E. Muserlian on May 17, 1999. This deed is executed by Paul Anderson, individually and as a partner in Lumus Investors Co., and by Margaret M. Mooney, Patricia M. Golding, and Peter E. Muserlian, individually and as Executors of the Estate of Peter Muserlain, in order to convey any interest of the Grantors, if any, in and to the above described parcel.

SCHEDULE "B"

EXCEPTIONS

The findings and conclusions set forth in the following documents and reports:

Limited Hazardous Materials Pre-Renovation Survey (Dodge Ram Showroom) & Limited Hazardous Materials Pre-Demolition Survey (Used Car Building) prepared for Maguire Automotive Group by Arctic Enterprises, Inc., dated October 18, 2016

Subsurface Report 406-410 State Fair Boulevard, Syracuse, New York prepared for Matteson Engineering & Environmental Services by GeoLogic NY, Inc., dated May 2016

Environmental Review State Fair Boulevard Properties, prepared for Maguire Family of Dealerships by Wayne C. Matteson Jr., P.E., dated June 15, 2016

Phase I Environmental Database Report, 101 Rusin Ave, Syracuse, NY 13204, prepared by Toxics Targeting, dated October 7, 2016

Phase I Environmental Site Assessment, Lumus Investors Co. Property, Tax Parcel No. 108.1-01-17, 101 Rusin Avenue, City of Syracuse, Onondaga County, New York, prepared for Maguire Family of Dealerships by Wayne C. Matteson Jr., P.E., dated October 2016

Phase II Environmental Site Assessment, 959 Hiawatha Boulevard West, City of Syracuse, New York, prepared for Boukair Realty, LLC by LaBella Associates, P.C., dated October 2012

Phase I Environmental Site Assessment, State Fair Parcels Property, 103 Rusin Avenue, 401 State Fair Boulevard, 403 State Fair Boulevard, 1027 Hiawatha Boulevard, Syracuse, New York 13204, prepared for 65 Arthur Street, LLC by Energy Environment

All materials commonly stored and utilized by the Company in the normal course of business of selling and repairing new and used cars, including but not limited to: paints, oils, cleansers, automotive fluids, and petroleum.

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CLOSING RECEIPT

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY LEASE/SUBLEASE TRANSACTION MAGUIRE SYRACUSE PROJECT

CLOSING RECEIPT executed December 29, 2016 by the City of Syracuse Industrial Development Agency (the “*Agency*”) and **MAGUIRE FAMILY LIMITED PARTNERSHIP** (the “*Company*”) in connection with a certain project (the “*Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the “*Land*”); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto ; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the “*Facility*”); (ii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company’s affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

WITNESSETH:

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

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

(Signature page to Closing Receipt)

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 

William M. Ryan, Chairman

MAGUIRE FAMILY LIMITED PARTNERSHIP

By: _____

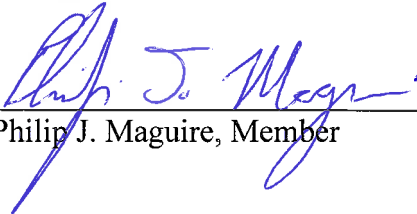
Philip J. Maguire, Member

(Signature page to Closing Receipt)

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
William M. Ryan, Chairman

MAGUIRE FAMILY LIMITED PARTNERSHIP

By:  _____
Philip J. Maguire, Member

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

December 1, 2016

Maguire Family Limited Partnership
504 South Meadow Street
Ithaca, New York 14850
Attn: Philip J. Maguire, Member

Re: City of Syracuse Industrial Development Agency
Maguire Family Limited Partnership
Sales Tax Appointment Letter

Dear Mr. Maguire:

Pursuant to a resolution duly adopted on December 20, 2016, the City of Syracuse Industrial Development Agency (the "**Agency**") Maguire Family Limited Partnership (the "**Company**") the true and lawful agent of the Agency to undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the "**Land**"); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto ; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of

December 1, 2016

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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, or Company's affiliate, 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 **\$799,310**.

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. The Company hereby agrees to complete "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (Form ST-60) for itself and each Additional Agent who provide materials, equipment, supplies or services to the Project Facility and deliver said form to the Agency within fifteen (15) days of appointment such that the Agency can execute and deliver said form to the State Department of Taxation and Finance within thirty (30) days of appointment. The Agency's obligation to execute any Form ST-60 relative to an Additional Agent is subject to the satisfaction of the conditions in the Agency Lease relative to such appointments.

The Company agrees, whenever requested by the Agency, to provide, or cause its Additional Agents whether appointed or not, 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 Agency policy, the Agency shall, and in some circumstances may, recover,

December 1, 2016

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recapture, receive or otherwise obtain from the Company the portion of the Financial Assistance (the "**Recapture Amount**") consisting of that portion of the State and local sales and use tax exemption in accordance with the Agency's Recapture Policy and the Project Agreement.

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 Appointed 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, 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) **December 31, 2017**, (ii) the issuance of a certificate of occupancy by the City; or (iii) the termination of the Agency Lease. You may apply to extend this agency authority by showing good cause.

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:



William M. Ryan, Chairman

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IDA Appointment of Project Operator or Agent For Sales Tax Purposes

ST-60

(4/13)

The industrial development agency or authority (IDA) **must** submit this form within 30 days of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

Name of IDA City of Syracuse Industrial Development Agency		IDA project number (use OSC numbering system for projects after 1998) 31021608	
Street address 201 East Washington Street, 7th Floor		Telephone number (315) 473-3275	
City Syracuse		State NY	ZIP code 13202
Name of IDA project operator or agent Maguire Family Limited Partnership		Mark an X in the box if directly appointed by the IDA: <input checked="" type="checkbox"/>	Employer identification or social security number 16-1545665
Street address 504 South Meadow Street		Telephone number (607) 216-1268	Primary operator or agent? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
City Ithaca		State NY	ZIP code 14850
Name of project Maguire Syracuse Project		Purpose of project (see instructions) other - commercial	
Street address of project site 1027 Hiawatha Blvd. W, 401 and 403 State Fair Blvd., 101 and 103 Rusin Ave. and Harbor Street			
City Syracuse		State NY	ZIP code
Description of goods and services intended to be exempted from New York State and local sales and use taxes building materials, equipment, fixtures and furnishings installed in the Project Facility			

Date project operator or agent appointed (mm/dd/yy) 12/01/16	Date project operator or agent status ends (mm/dd/yy) 12/31/17	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: \$9,991,380	Estimated value of New York State and local sales and use tax exemption provided: \$799,310	

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 William M. Ryan	Print title Chairman
Signature 	Date 12-29-16
	Telephone number (315) 473-3275

Instructions

Filing requirements

An IDA must file this form within 30 days of the date the IDA appoints any project operator or other person as agent of the IDA, for purposes of extending any sales and compensating use tax exemptions.

The IDA must file a separate form for each person it appoints as agent, whether directly or indirectly, and regardless of whether the person is the primary project operator or agent. If the IDA authorizes a project operator or agent to appoint other persons as agent of the IDA, the operator or agent making such an appointment must advise the IDA that it has done so, so that the IDA can file a form within 30 days of the date of the new agent's appointment. The IDA should not file this form for a person hired to work on an IDA project if that person is not appointed as agent of the IDA. The IDA need not file this form if the IDA does not extend any sales or use tax exemption benefits for the project.

If an IDA modifies a project, such as by extending it beyond its original completion date, or by increasing or decreasing the amount of sales and use tax exemption benefits authorized for the project, the IDA must, within 30 days of the change, file a new form with the new information.

If an IDA amends, revokes, or cancels the appointment of an agent, or if an agent's appointment becomes invalid for any reason, the IDA must, within 30 days, send a letter to the address below for filing this form, indicating that the appointment has been amended, revoked, or cancelled, or is no longer valid, and the effective date of the change. It should attach to the letter a copy of the form it originally filed. The IDA need not send a letter for a form that is not valid merely because the "Completion date of project" has passed.

Purpose of project

For Purpose of project, enter one of the following:

- Services
- Agriculture, forestry, fishing
- Finance, insurance, real estate
- Transportation, communication, electric, gas, sanitary services
- Construction
- Wholesale trade
- Retail trade
- Manufacturing
- Other (specify)

Mailing instructions

Mail completed form to:
NYS TAX DEPARTMENT
IDA UNIT
W A HARRIMAN CAMPUS
ALBANY NY 12227

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 687, 1098, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?



Internet access: www.tax.ny.gov
(for information, forms, and publications)



Sales Tax Information Center: (518) 485-2889
 To order forms and publications: (518) 457-5431



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

BARCLAY DAMON^{LLP}

Susan R. Katzoff
Partner

January 3, 2017

VIA CERTIFIED MAIL
7016 1970 0000 3832 9903

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
Maguire Family Limited Partnership and Maguire DRS LLC
(Maguire Syracuse Project)
IDA Project No. 31021608

Dear Ladies and Gentlemen:

Enclosed for filing on behalf of the City of Syracuse Industrial Development Agency, please find form ST-60 in connection with the appointment by the IDA of each Maguire Family Limited Partnership and Maguire DRS LLC as its agents for sales tax purposes in connection with the IDA project identified therein.

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

Very truly yours,
COPY

Susan R. Katzoff

SRK:llm
Enclosures

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

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



9590 9402 2129 6132 4538 64

2. Article Number (Transfer from service label)

7016 1970 0000 3832 9903

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

JAN 05 2017

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)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

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

Domestic Return Receipt

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PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

14

SUB-AGENT AGREEMENT

THIS SUB-AGENT APPOINTMENT AGREEMENT (the “*Agreement*”), dated as of December 29, 2016, is by and between **MAGUIRE FAMILY LIMITED PARTNERSHIP**, with a mailing address of 504 South Meadow Street, Ithaca, New York 14850 (the “*Company*”), and **MAGUIRE DRS LLC**, a limited liability company of the State of Delaware, authorized to conduct business in the State of New York, having an office for the transaction of business at 504 South Meadow Street, Ithaca, New York 14850 (the “*Sub-Agent*”).

WITNESSETH:

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

WHEREAS, by resolution of its members adopted on December 20, 2016 (the “*Resolution*”), the Agency authorized the Company, including its affiliates and subsidiaries (including but not limited to Maguire DRS LLC, a Delaware limited liability company, authorized to conduct business in the State (the “*LLC*”) to undertake a project (the “*Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the “*Land*”); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto ; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the “*Facility*”); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company’s affiliate, to

the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, by the Resolution, the Agency delegated to the Company the authority to appoint sub-agents subject to the execution of a project agreement by and between the Company and the Agency and compliance with the terms set forth therein;

WHEREAS, the Company and the Agency entered into a Project Agreement by and between the Company and the Agency dated as of December 1, 2016 (the "**Project Agreement**").

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

1. The Company hereby appoints the Sub-Agent as an 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, the Project Agreement 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 all purchases made by the Sub-Agent in connection with the Project shall be made using Form ST-123 (IDA Agent or Project Operator Exempt Purchase Certificate), a copy of which is attached hereto as **Schedule "B"**). It shall be the responsibility of the Sub-Agent 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.

d. 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, Philip J. Maguire, an authorized signatory for MAGUIRE DRS LLC, 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 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: Maguire Syracuse Project; 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard and 101 and 103 Rusin Avenue and Harbor Street; IDA Project No. 31021608.

e. 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.

f. 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.

g. 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.

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

i. 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 insurance policies set forth on **Schedule "C"** attached hereto with an insurance company licensed in the State that has an A.M. Best rating of not less than A-.

j. 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 and the Recapture of the Recapture Amount 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 Project Agreement 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 3 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.

MAGUIRE FAMILY LIMITED PARTNERSHIP

By: Philip J. Maguire
Name: PHILIP J. MAGUIRE
Title: PARTNER

MAGUIRE DRS LLC

By: Philip J. Maguire
Name: PHILIP J. MAGUIRE
Title: MEMBER

SCHEDULE "A"
RECAPTURE POLICY

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

RECAPTURE POLICY

I. STATEMENT OF PURPOSE

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

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

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

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

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

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

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

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

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

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

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

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

IV. ANNUAL ASSESSMENT

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

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

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

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

company must submit written documentation to the Agency of compliance with all terms and conditions of the Determination in order for the Agency to consider whether to resume financial assistance to the company (which will be at the Agency's sole discretion).

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

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

IV. RECAPTURE PERIOD

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

Adopted: June 21, 2016

SCHEDULE "B"

FORM ST-123



IDA Agent or Project Operator

Exempt Purchase Certificate

Effective for projects beginning on or after June 1, 2014

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

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

Form with fields for Name of seller, Name of agent or project operator, Street address, City, town, or village, State, ZIP code, and Agent or project operator sales tax ID number.

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.

Form with fields for Name of IDA, Name of project, IDA project number (see DDC number), Street address of project site, City, town, or village, State, ZIP code, and dates for appointment and status ends.

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.

Form with fields for Signature of purchaser or purchaser's representative (include title and relationship) and 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 taxes as described in the IDA contract.

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

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

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

IDAs are exempt from the payment of sales and use tax on their purchases, in accordance with Tax Law section 1116(a)(1). However, IDAs do not normally make direct purchases for projects. Commonly, IDAs instead appoint a business enterprise or developer, contractor, or subcontractor as its agent or project operator. Such purchases made by the agent or project operator, acting within the authority granted by the IDA, are deemed to be made by the IDA and therefore exempt from tax.

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

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

A contractor or subcontractor not appointed as agent or project operator of an IDA must present suppliers with Form ST-120.1, *Contractor Exempt Purchase Certificate*, when making purchases that are ordinarily exempt from tax in accordance with Tax Law sections 1116(a)(15) and 1116(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 T&E-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 64, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?



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

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



Sales Tax Information Center: (518) 485-2389

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



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

SCHEDULE "C"

INSURANCE

During the term of the Sub-Agent Agreement, the Sub-Agent shall maintain or cause to be maintained insurance with respect to Parcels 1, the Facility and the Equipment 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 Parcels 1, and the Facility, exclusive of footings and foundations, as determined by a recognized appraiser or insurer selected by the Sub-Agent.

(b) Workers' compensation insurance, disability benefits' insurance, and each other form of insurance which the Sub-Agent is required by law to provide covering loss resulting from injury, sickness, disability, or death of employees of the Sub-Agent who are located at or assigned to the Parcels 1 and/or the Facility;

(c) A policy of commercial general liability insurance with a \$1,000,000 combined single limit for bodily injury including death and property damage, including but not limited to, contractual liability under this Sub-Agent Agreement and personal injury, with blanket excess liability coverage in an amount not less than \$2,000,000, covering the Parcels, the Facility and Equipment and the Sub-Agent'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 Parcels 1, the Facility and/or the Equipment or in connection with the ownership, maintenance, use and/or occupancy of Parcels 1, the Facility and/or the Equipment and all appurtenant areas.

All insurance required hereby shall be with insurance companies of recognized financial standing selected by the Sub-Agent 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 Sub-Agent are engaged. All policies evidencing such insurance except the Workers' Compensation policy shall name the Sub-Agent as insured and the Agency as an additional insured, as its interests may appear, and shall provide for coverage with respect to the Agency be primary and non-contributory 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. Certificates satisfactory in form and substance evidencing all insurance required hereby shall be delivered to the Agency before the Closing Date. The Sub-Agent shall deliver or cause to be delivered to the Agency on or before the first business day of each January thereafter a certificate dated not earlier than the immediately preceding January 1 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. The Sub-Agent shall furnish to the

Agency evidence that the policy has been renewed or replaced or is no longer required by this Sub-Agent Agreement each year throughout the term of this Agency Lease.

All premiums with respect to the insurance required hereby shall be paid by the Sub-Agent, provided, however, that, if the premiums are not timely paid, the Agency may pay such premiums and the Sub-Agent 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.

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IDA Appointment of Project Operator or Agent For Sales Tax Purposes

ST-60

(4/13)

The industrial development agency or authority (IDA) must submit this form within 30 days of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

Name of IDA City of Syracuse Industrial Development Agency		IDA project number (use OSC numbering system for projects after 1998) 31021608	
Street address 201 East Washington Street, 7th Floor		Telephone number (315) 473-3275	
City Syracuse		State NY	ZIP code 13202
Name of IDA project operator or agent Maguire DRS LLC		Mark an X in the box if directly appointed by the IDA: <input type="checkbox"/>	Employer identification or social security number 18-2514699
Street address 504 South Meadow Street		Telephone number (607) 216-1268	Primary operator or agent? <input type="checkbox"/> Yes <input type="checkbox"/> No
City Ithaca		State NY	ZIP code 14850
Name of project Maguire Syracuse Project		Purpose of project (see instructions) other - commercial	
Street address of project site 1027 Hiawatha Blvd. W, 401 and 403 State Fair Blvd., 101 and 103 Rusin Ave. and Harbor Street			
City Syracuse		State NY	ZIP code
Description of goods and services intended to be exempted from New York State and local sales and use taxes building materials, equipment, fixtures and furnishings installed in the Project Facility			

Date project operator or agent appointed (mm/dd/yy) 12/01/16	Date project operator or agent status ends (mm/dd/yy) 12/31/17	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: \$9,991,380	Estimated value of New York State and local sales and use tax exemption provided: \$799,310	

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 William M. Ryan	Print title Chairman
Signature 	Date 12-29-16
	Telephone number (315) 473-3275

Instructions

Filing requirements

An IDA must file this form within 30 days of the date the IDA appoints any project operator or other person as agent of the IDA, for purposes of extending any sales and compensating use tax exemptions.

The IDA must file a separate form for each person it appoints as agent, whether directly or indirectly, and regardless of whether the person is the primary project operator or agent. If the IDA authorizes a project operator or agent to appoint other persons as agent of the IDA, the operator or agent making such an appointment must advise the IDA that it has done so, so that the IDA can file a form within 30 days of the date of the new agent's appointment. The IDA should not file this form for a person hired to work on an IDA project if that person is not appointed as agent of the IDA. The IDA need not file this form if the IDA does not extend any sales or use tax exemption benefits for the project.

If an IDA modifies a project, such as by extending it beyond its original completion date, or by increasing or decreasing the amount of sales and use tax exemption benefits authorized for the project, the IDA must, within 30 days of the change, file a new form with the new information.

If an IDA amends, revokes, or cancels the appointment of an agent, or if an agent's appointment becomes invalid for any reason, the IDA must, within 30 days, send a letter to the address below for filing this form, indicating that the appointment has been amended, revoked, or cancelled, or is no longer valid, and the effective date of the change. It should attach to the letter a copy of the form it originally filed. The IDA need not send a letter for a form that is not valid merely because the "Completion date of project" has passed.

Purpose of project

For Purpose of project, enter one of the following:

- Services
- Agriculture, forestry, fishing
- Finance, insurance, real estate
- Transportation, communication, electric, gas, sanitary services
- Construction
- Wholesale trade
- Retail trade
- Manufacturing
- Other (specify)

Mailing instructions

Mail completed form to:

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

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?

Internet access: www.tax.ny.gov
(for information, forms, and publications)

Sales Tax Information Center: (518) 485-2889
To order forms and publications: (518) 457-5431

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

BARCLAY DAMON^{LLP}

Susan R. Katzoff
Partner

January 3, 2017

VIA CERTIFIED MAIL
7016 1970 0000 3832 9903

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
Maguire Family Limited Partnership and Maguire DRS LLC
(Maguire Syracuse Project)
IDA Project No. 31021608

Dear Ladies and Gentlemen:

Enclosed for filing on behalf of the City of Syracuse Industrial Development Agency, please find form ST-60 in connection with the appointment by the IDA of each Maguire Family Limited Partnership and Maguire DRS LLC as its agents for sales tax purposes in connection with the IDA project identified therein.

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

Very truly yours,
COPY

Susan R. Katzoff

SRK:llm
Enclosures

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

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



9590 9402 2129 6132 4538 64

2. Article Number (Transfer from service label)

7016 1970 0000 3832 9903

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, complete address below: No

REC'D NY TAX DEPT
 ALBANY, NY 12227
 JAN 05 2017

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)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

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

Domestic Return Receipt

7016 1970 0000 3832 9903

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

OFFICIAL USE

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

Certified Mail Fee

Extra Services & Fees (check box, and fee as appropriate)

- Return Receipt (hardcopy) \$ _____
- Return Receipt (electronic) \$ _____
- Certified Mail Restricted Delivery \$ _____
- Adult Signature Required \$ _____
- Adult Signature Restricted Delivery \$ _____

Postage

Total Postage and Fees

Sent to

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
 Here

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

December 20, 2016

Honorable Stephanie A. Miner
Mayor, City of Syracuse
City Hall
233 East Washington Street
Syracuse, New York 13202

Re: City of Syracuse Industrial Development Agency
Maguire Family Limited Partnership
Maguire Syracuse Project

Dear Mayor:

The City of Syracuse Industrial Development Agency (the “**Agency**”) has agreed to undertake, at the request of Maguire Family Limited Partnership (the “**Applicant**” and/or “**Company**”) a project (the “**Project**”) consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the “**Land**”); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto ; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the “**Facility**”); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the “**Equipment**” and together with the Land and the Facility, the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and

completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company's affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

The Agency conducted a public hearing with respect to the Project as required by Section 859-a of the New York General Municipal Law on December 20, 2016, including the proposed Financial Assistance at which persons interested and desiring to be heard were heard, and the Agency considered all statements or comments received.

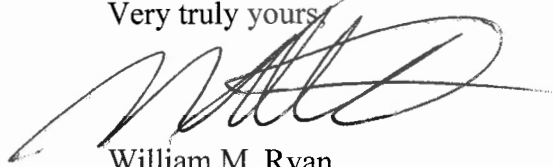
At a meeting of the Agency conducted on December 20, 2016, the Agency took action to approve its undertaking of the Maguire Syracuse Project, and based upon, inter alia, the representations made by the Company to the Agency, the Agency made the following findings and determinations:

- a) The Project Facility constitutes a "project" within the meaning of the Act.
- b) The granting of the Financial Assistance will be an inducement to the Company to develop the Project Facility in the City of Syracuse.
- c) The construction, reconstruction, renovation, equipping and completion of the Project Facility will promote employment opportunities and help prevent economic deterioration in City of Syracuse by the creation and preservation of both full and part-time jobs.
- d) The construction, reconstruction, renovation, equipping, improvement and operation 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 of Syracuse.
- e) The Project will not result in the removal of any 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 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.
- f) The Project is a retail facility located in a Highly Distressed Area.

Section 862(2)(c) of the General Municipal Law requires that the chief executive officer of the municipality for whose benefit the Agency was created confirm the proposed action of the Agency.

Accordingly we hereby respectfully request that you sign the enclosed confirmation to evidence such confirmation.

Very truly yours,

A handwritten signature in black ink, appearing to be 'W. M. Ryan', written in a cursive style.

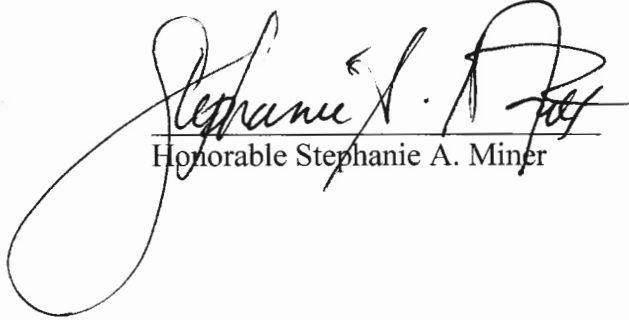
William M. Ryan
Chairman

Enclosure

**CONFIRMATION OF CHIEF EXECUTIVE OFFICER OF THE CITY OF SYRACUSE
PURSUANT TO SECTION 862(2)(c) OF THE GENERAL MUNICIPAL LAW**

I hereby confirm the action and findings taken by the City of Syracuse Industrial Development Agency at its meeting on December 20, 2016 with respect to its approval of the undertaking of the Maguire Syracuse Project.

December __, 2016



Honorable Stephanie A. Miner

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**GENERAL CERTIFICATE OF THE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**

This certificate is made in connection with the execution by the City of Syracuse Industrial Development Agency (the “**Agency**”) of the Project Agreement, the Company Lease, the Agency Lease, the Mortgage 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 Maguire Family Limited Partnership (the “**Company**”) consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the “**Land**”); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto ; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the “**Facility**”); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the “**Equipment**” and together with the Land and the Facility, the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company’s affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

Capitalized terms used herein which are not otherwise defined herein and which are defined in the Agency Lease Agreement dated as of December 1, 2016 (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 Chairman 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:

William M. Ryan	Chairman
M. Catherine Richardson	Vice Chairman
Steven P. Thompson	Secretary
Donald Schoenwald	Treasurer
Kenneth Kinsey	Member

6. Attached hereto as **Exhibit “C”** is a true, correct, and complete copy of the by-laws of the Agency, together with all amendments thereto or modifications thereof; and said by-laws as so amended and modified are in full force and effect in accordance with their terms as of the date of this certificate.

7. That a resolution determining that the acquisition, construction and equipping of the Project constitutes a Project and describing the financial assistance in connection therewith and authorizing a public hearing (the “**Public Hearing Resolution**”) was adopted by the Agency on June 21, 2016 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Public Hearing Resolution is attached hereto at **Exhibit “D.”**

8. Attached hereto as **Exhibit “E”** is proof of publication of a notice of the public hearing with respect to the Project (the “**Public Hearing Notice**”), required pursuant to Section 859-a of the Act and held on July 19, 2016, and proof of mailing of notice thereof pursuant to Section 859-a of the Act to the chief executive officers of the affected tax jurisdictions (as defined in Section 854(16) of the Act) on June 30, 2016.

9. That a resolution classifying the Project as an Type 1 Action and declaring the intent of the Agency to be lead agency for purposes of a coordinated review pursuant to SEQRA (the “**SEQRA Lead Agency Resolution**”) was adopted by the Agency on July 19, 2016 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the SEQRA Lead Agency Resolution is attached hereto at **Exhibit “F.”**

10. That a resolution determining that the acquisition, construction and equipping of a certain project at the request of the Company will not have a significant effect on the environment (the “**SEQRA Resolution**”) was adopted by the Agency on December 20, 2016 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the SEQRA Resolution is attached hereto at **Exhibit “G.”**

11. That a resolution authorizing the undertaking, the acquisition, construction, reconstruction, renovation, equipping and completion of a commercial facility, 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 (the “**Inducement Resolution**”) was adopted by the Agency on December 20, 2016 and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Inducement Resolution is attached hereto at **Exhibit “H.”**

12. That a resolution 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 December 20, 2016 (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 December 20, 2016

(the “*Final Approving Resolution*”) and remains in full force and effect and has not been rescinded, repealed or modified. A copy of the Final Approving Resolution is attached hereto at Exhibit “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. December 29, 2016 has been duly designated as the date for the Closing.

19. The Agency has complied with all agreements and satisfied all conditions on its
20. part to be performed or satisfied at or prior to the Closing Date.

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

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

(d) to pledge its interest in the Company Lease and the Agency Lease (except the Agency's Unassigned Rights) to the Mortgagee(s) and grant the Mortgagee(s) a security interest in the Agency's leasehold interest in the Project Facility.

22. That I did officially cause all certificates necessary for the financing and included in the Official Transcript of Closing, to be executed, as required, in the name of the Agency by the signing of each of such certificates with the signature of the (Vice) Chairman of the Agency.

23. 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 William M. Ryan, Chairman 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; and

24. 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 Developer.

WITNESS, as of the 29th day of December, 2016.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 

William M. Ryan, Chairman

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

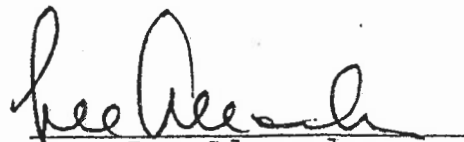
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Earl Pater...

Secretary of State

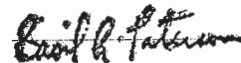
The Syracuse Industrial Development Agency, in combination with, and utilizing these and other resources, will greatly enhance the City's ability to compete for, and successfully attract, the commercial and industrial enterprises necessary for continued economic health and growth.

July 20, 1979


Lee Alexander
Mayor

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED JUL 20 1979


Secretary of State

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CITY OF SYRACUSE
DEPARTMENT OF LAW
OFFICE OF THE MAYOR

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DEPARTMENT OF STATE

Stephanie A. Miner, Mayor

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

Pursuant to Article 18-A of the General Municipal Law of the State of New York, Stephanie A. Miner, Mayor of the City of Syracuse, hereby certifies the appointment of the following person as a Member and officer of the City of Syracuse Industrial Development Agency:

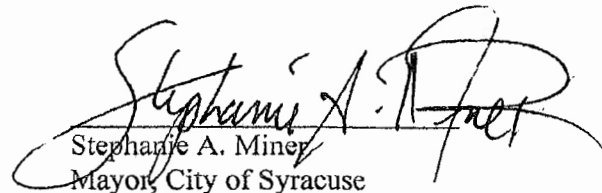
Mr. William Ryan - Member/Chairman

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

Mr. Irwin Davis -Member/Chairman

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 15, 2010.


Stephanie A. Miner
Mayor, City of Syracuse



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DEPARTMENT OF STATE

OFFICE OF THE MAYOR

Stephanie A. Miner

CERTIFICATE OF APPOINTMENT TO THE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

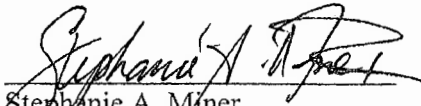
Pursuant to Article 18-A of the General Municipal Law of the State of New York,
Stephanie A. Miner, Mayor of the City of Syracuse, hereby certifies the appointment of
the following person as a ~~Member~~ ^{AN OFFICER} of the City of Syracuse Industrial Development
Agency:

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 February 12, 2010.


Stephanie A. Miner
Mayor, City of Syracuse



OFFICE OF THE MAYOR

Stephanie A. Miner, Mayor

CERTIFICATE OF APPOINTMENT TO THE
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

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

Mr. Donald Schoenwald

- Member

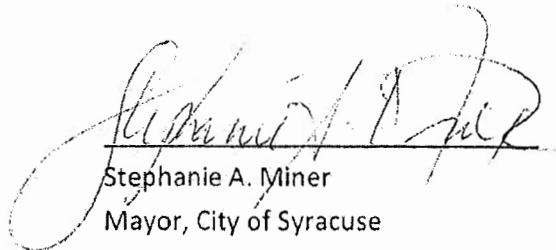
The following Member and Officer of the City of Syracuse Industrial Development Agency shall no longer serve as Member or Officer of said Agency:

Mr. Kenneth Mokrzycki

- 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 March 1, 2011.


Stephanie A. Miner
Mayor, City of Syracuse



OFFICE OF THE MAYOR

Stephanie A. Miner, Mayor

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

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

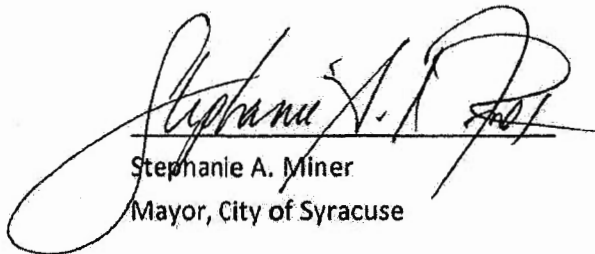
Mr. Steve Thompson - Member/Secretary

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

Mr. John Gamage - 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 6, 2014.


Stephanie A. Miner
Mayor, City of Syracuse



OFFICE OF THE MAYOR

Stephanie A. Miner, Mayor

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

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

Mr. Kenneth Kinsey

- Member

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

Ms. Pamela Hunter

- Member

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

The appointment herein set forth shall be effective as of January 13, 2016.

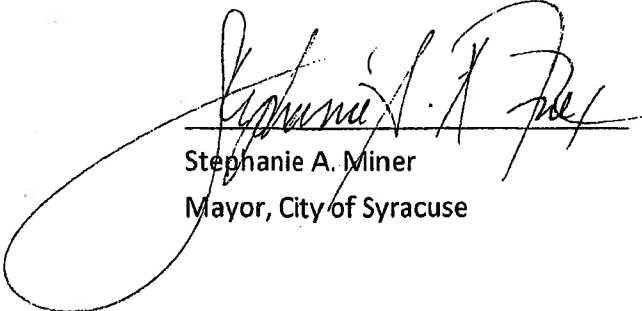

Stephanie A. Miner
Mayor, City of Syracuse

EXHIBIT "C"

AGENCY'S BY-LAWS

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

Article I

THE AGENCY

Section 1. Name

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

Section 2. Seal

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

Section 3. Office

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

Article II

MEMBERS

Section 1. Members

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

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

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

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

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

Section 2. Meeting of the Members

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

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

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

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

Section 3. Procedure at Meetings of Members

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

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

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

(d) Order of business

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

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

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

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

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

Article III

OFFICERS AND PERSONNEL

Section 1. Officers

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

Section 2. Chairman or Co-Chairmen

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

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

Section 3. Vice-Chairman

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

Section 4. Secretary

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

Section 5. Treasurer

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

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

Section 6. Additional Personnel

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

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

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

Article IV

AMENDMENTS

Section 1. Amendments to By-Laws

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

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

Article V

MISCELLANEOUS

Section 1. Sureties and Bonds

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

Section 2. Indemnification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Fiscal Year

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

Section 4. Powers of the Agency

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

EXHIBIT "D"

PUBLIC HEARING RESOLUTION

RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on June 21, 2016, at 8:30 o'clock a.m. in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

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

PRESENT: William Ryan, M. Catherine Richardson, Esq., Donald Schoenwald, Esq., Steven Thompson, Kenneth Kinsey

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Honora Spillane, Judith DeLaney, Meghan Ryan, Esq., Susan Katzoff, Esq., John Vavonese, Debra Ramsey-Burns; Others: Bob Doucette, Rich Devito, Aggie Lane, Lionel Logan, Hannah Lewis, Barry Lentz, Joe Porter, Rick Destito, Maarten Jacobs; Media Present: Rick Morarity, Steve from Channel 9.

The following resolution was offered by M. Catherine Richardson and seconded by Donald Schoenwald:

RESOLUTION DETERMINING THAT THE ACQUISITION, RENOVATION AND EQUIPPING 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 June 13, 2016 (the “**Application**”), Maguire Family Limited Partnership, directly and with its affiliates, subsidiaries and/or entities to be formed (collectively, the “**Company**”), requested the Agency undertake a project (the “**Project**”) consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York (“**Maguire Syracuse North**”); and (ii) an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (“**Maguire Syracuse South**” and together with Maguire Syracuse North, collectively, the “**Land**”); the demolition of an existing building located on Maguire Syracuse North and the construction of an approximate 3,350 square foot addition to the existing approximately 35,000 sq. ft building located on Maguire Syracuse North; and the construction of two new buildings one totaling approximately 31,400 and the other totaling approximately 19,350 all located on Maguire Syracuse North; and the construction of a third building totaling approximately 15,500 sq. ft located on Maguire Syracuse South, each for use as car dealerships and/or body shop(s) (collectively, the “**Facility**”); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the “**Equipment**” and together with the Land and the Facility, the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as “**SEQRA**”), the Agency is required to make a determination with respect to the environmental impact of any “action” (as said quoted term is defined in SEQRA) to be taken by the Agency and the approval of the Project constitutes such an action; and

WHEREAS, the Agency has not yet made a determination under SEQRA; and

WHEREAS, the Agency has not approved undertaking the Project or granting the Financial Assistance; and

WHEREAS, the Project is located in a “Highly Distressed Area” as defined in Section 854(18) of the Act; and

WHEREAS, the grant of Financial Assistance to the Project is subject to, among other things, the Agency finding after a public hearing pursuant to Section 859-a of the Act that the

Project will serve the public purposes of the Act by promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State or increasing the overall number of permanent, private sector jobs in the State.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

(1) Based upon the representations made by the Company to the Agency, the Agency makes the following findings and determinations:

(A) The Project constitutes a “project” within the meaning of the Act; and

(B) The Financial Assistance contemplated with respect to the Project consists of assistance in the form of exemptions from real property taxes, State and local sales and use taxation and mortgage recording tax.

(2) The Agency hereby directs that pursuant to Section 859-a of the Act, a public hearing with respect to the Project and Financial Assistance shall be scheduled with notice thereof published, and such notice, as applicable, shall further be sent to affected tax jurisdictions within which the Project is located.

(3) The Secretary or the Executive Director of the Agency is hereby authorized to and may distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

(4) A copy of this Resolution shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>
William Ryan	X	
M. Catherine Richardson, Esq.	X	
Donald Schoenwald, Esq.	X	
Steven Thompson	X	
Kenneth Kinsey	X	

The foregoing Resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “*Agency*”) held on June 21, 2016, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency this 16 day of August, 2016.

City of Syracuse Industrial Development Agency



Steven P. Thompson, Secretary

(S E A L)

EXHIBIT "E"

**NOTICE OF PUBLIC HEARING WITH EVIDENCE OF PUBLICATION AND COPIES
OF LETTERS TO AFFECTED TAX JURISDICTIONS PURSUANT TO SECTIONS
859-a OF THE ACT**

The Post-Standard

LEGAL AFFIDAVIT

INV#: 0007725397

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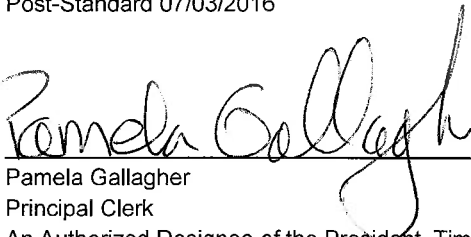
Account Number: 1056027

INV#: 0007725397

Date	Position	Description	P.O. Number	Ad Size
07/03/2016	Other Legals NY	NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that	matter #2013413	1 x 157.00 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 07/03/2016



Pamela Gallagher
Principal Clerk

An Authorized Designee of the President, Timothy R. Kennedy
Subscribed and sworn to before me, this 5th day of July 2016



NOTARY PUBLIC

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
PLEASE CONTACT PAMELA GALLAGHER AT
(315) 470-2051 OR Legals@Syracuse.com

KAREN M. MILLER BIALCZAK
Notary Public- State of New York
No. 01M16334505
Qualified in Onondaga County
My Commission Expires:



Date	Position	Description	P.O. Number	Ad Size
07/03/2016	Other Legals NY	NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that a	matter #2013413	1 x 157.00 CL

NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that a public hearing pursuant to Section 859-a of the New York General Municipal Law, will be held by the City of Syracuse Industrial Development Agency (the "Agency") on the 19th day of July, 2016, at 8:30 o'clock a.m., local time, at 233 East Washington Street, Common Council Chambers, City Hall, Syracuse, New York, in connection with the following matter: Maguire Family Limited Partnership, directly and with its affiliates, subsidiaries and/or entities to be formed (collectively, the "Company"), has requested the Agency undertake a project (the "Project") consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York ("Maguire Syracuse North"); and (ii) an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York ("Maguire Syracuse South" and together with Maguire Syracuse North, collectively, the "Land"); the demolition of an existing building located on Maguire Syracuse North and the construction of an approximate 3,350 square foot addition to the existing approximately 35,000 sq. ft building located on Maguire Syracuse North; and the construction of two new

buildings one totaling approximately 31,400 and the other totaling approximately 19,350 all located on Maguire Syracuse North; and the construction of a third building totaling approximately 15,500 sq. ft located on Maguire Syracuse South, each for use as car dealerships and/or body shop(s) (collectively, the "Facility"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the "Equipment" and together with the Land and the Facility, the "Project Facility"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement. The Company shall be the initial owner or operator of the Project Facility. The Agency will at the above-stated time and place hear all persons with views with respect to the proposed Financial Assistance to the Company, the proposed owner/operator,

the location of the Project Facility and the nature of the Project. A copy of the application filed by the Company with the Agency with respect to the Project, including an analysis of the costs and benefits of the Project, is available for public inspection during business hours at the office of the Agency located at 333 West Washington Street, Suite 130, Syracuse, New York. Dated: June 30, 2016 CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

BARCLAY DAMON^{LLP}

Susan R. Katzoff
Partner

June 30, 2016

VIA CERTIFIED MAIL
7015 0640 0003 3483 0659

Honorable Stephanie A. Miner
Mayor, City of Syracuse
City Hall
233 East Washington Street
Syracuse, New York 13202

VIA CERTIFIED MAIL
7015 0640 0003 3483 0666

Honorable Joanne M. Mahoney
County Executive, Onondaga County
John Mulroy Civic Center, 14th Floor
421 Montgomery Street
Syracuse, New York 13202

Re: City of Syracuse Industrial Development Agency (the "**Agency**")
Maguire Family Limited Partnership, et al. (the "**Company**")
Maguire Syracuse Project

Dear Mayor and County Executive:

Enclosed herewith please find a Notice of Public Hearing in relation to the above-referenced project. The proposed project (the "**Project**") consists of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York ("**Maguire Syracuse North**"); and (ii) an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York ("**Maguire Syracuse South**" and together with Maguire Syracuse North, collectively, the "**Land**"); the demolition of an existing building located on Maguire Syracuse North and the construction of an approximate 3,350 square foot addition to the existing approximately 35,000 sq. ft building located on Maguire Syracuse North; and the construction of two new buildings one totaling approximately 31,400 and the other totaling approximately 19,350 all located on Maguire Syracuse North; and the construction of a third building totaling approximately 15,500 sq. ft located on Maguire Syracuse South, each for use as car dealerships and/or body shop(s)

One Park Place – 300 South State Street – Syracuse, New York 13202 barclaydamon.com
skatzoff@barclaydamon.com Direct: 315.425.2880 Fax: 315.425.8597

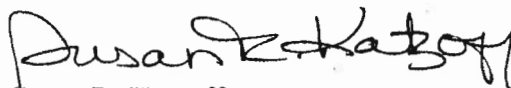
Honorable Stephanie A. Miner
Honorable Joanne M. Mahoney
June 30, 2016
Page 3

(collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

General Municipal Law Section 859-a requires that notice of the Public Hearing be given to the chief executive officer of each affected tax jurisdiction in which the Project is located.

As stated in the notice, the public hearing is scheduled for **July 19, 2016** at 8:30 a.m. in the Common Council Chambers at City Hall.

Very truly yours,



Susan R. Katzoff

SRK/llm
Enclosure

cc: Meghan Ryan, Esq., City of Syracuse, via email (w/Enclosure)
Honora Spillane, City of Syracuse Industrial Development Agency, via email (w/Enclosure)
Judy DeLaney, City of Syracuse Industrial Development Agency, via email (w/Enclosure)

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Section 859-a of the New York General Municipal Law, will be held by the City of Syracuse Industrial Development Agency (the "Agency") on the 19th day of July, 2016, at 8:30 o'clock a.m., local time, at 233 East Washington Street, Common Council Chambers, City Hall, Syracuse, New York, in connection with the following matter:

Maguire Family Limited Partnership, directly and with its affiliates, subsidiaries and/or entities to be formed (collectively, the "Company"), has requested the Agency undertake a project (the "Project") consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York ("Maguire Syracuse North"); and (ii) an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York ("Maguire Syracuse South" and together with Maguire Syracuse North, collectively, the "Land"); the demolition of an existing building located on Maguire Syracuse North and the construction of an approximate 3,350 square foot addition to the existing approximately 35,000 sq. ft building located on Maguire Syracuse North; and the construction of two new buildings one totaling approximately 31,400 and the other totaling approximately 19,350 all located on Maguire Syracuse North; and the construction of a third building totaling approximately 15,500 sq. ft located on Maguire Syracuse South, each for use as car dealerships and/or body shop(s) (collectively, the "Facility"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the "Equipment" and together with the Land and the Facility, the "Project Facility"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

The Company shall be the initial owner or operator of the Project Facility.

The Agency will at the above-stated time and place hear all persons with views with respect to the proposed Financial Assistance to the Company, the proposed owner/operator, the location of the Project Facility and the nature of the Project.

A copy of the application filed by the Company with the Agency with respect to the Project, including an analysis of the costs and benefits of the Project, is available for public inspection during business hours at the office of the Agency located at 333 West Washington Street, Suite 130, Syracuse, New York.

Dated: June 30, 2016

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

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:

Honorable Stephanie A. Miner
Mayor, City of Syracuse
233 East Washington Street
Syracuse, New York 13202



9590 9403 0673 5196 5125 94

2. Article Number (Transfer from service label)

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

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A. Signature

[Signature] Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

7-1-16

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

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- 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)
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1. Article Addressed to:

Honorable Joanne M. Mahoney
County Executive, Onondaga County
John Mulroy Civic Center, 14th Floor
421 Montgomery Street
Syracuse, New York 13202



9590 9403 0673 5196 5126 00

2. Article Number (Transfer from service label)

7015 0640 0003 3483 0666

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Signature] Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

7/1/16

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

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- Collect on Delivery Restricted Delivery
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- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

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7015 0640 0003 3483 0659

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Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____

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EXHIBIT "F"

SEQRA LEAD AGENCY RESOLUTION

RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on July 19, 2016, at 8:30 o'clock a.m. in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

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

PRESENT: William Ryan, M. Catherine Richardson, Esq., Donald Schoenwald, Esq., Steven Thompson, Kenneth Kinsey

THE FOLLOWING PERSONS WERE ALSO PRESENT: **Staff Present:** Honora Spillane, Judith DeLaney, Meghan Ryan, Esq., Susan Katzoff, Esq., John Vavonese, Debra Ramsey-Burns; **Others:** Aggie Lane, Lionel Logan, Barry Lentz, Joe Porter, Gary Thurston, Rob Hutter, Esq., Andrew Maxwell, Matt Paulus, Sam White, Petes King, Zachary Benjamin, Thomas Schickel, Reggie Seigler; **Media Present:** Rick Morarity

The following resolution was offered by Donald Schoenwald and seconded by Steven Thompson:

RESOLUTION CLASSIFYING A CERTAIN PROJECT AS A TYPE I ACTION AND DECLARING THE INTENT OF THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY TO BE LEAD AGENCY FOR PURPOSES OF A COORDINATED REVIEW PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT

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

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to grant "financial assistance" (as defined in the Act) in connection with the acquisition, reconstruction and equipping of one or more "projects" (as defined in the Act); and

WHEREAS, by application dated June 13, 2016 (the "**Application**"), Maguire Family Limited Partnership, directly and with its affiliates, subsidiaries and/or entities to be formed (collectively, the "**Company**"), requested the Agency undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 15 acres of real property

improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York (“*Maguire Syracuse North*”); and (ii) an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (“*Maguire Syracuse South*” and together with Maguire Syracuse North, collectively, the “*Land*”); the demolition of an existing building located on Maguire Syracuse North and the construction of an approximate 3,350 square foot addition to the existing approximately 35,000 sq. ft building located on Maguire Syracuse North; and the construction of two new buildings one totaling approximately 31,400 and the other totaling approximately 19,350 all located on Maguire Syracuse North; and the construction of a third building totaling approximately 15,500 sq. ft located on Maguire Syracuse South, each for use as car dealerships and/or body shop(s) (collectively, the “*Facility*”); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as “*SEQRA*”), the Agency is required to make a determination whether the “action” (as said quoted term is defined in SEQRA) to be taken by the Agency may have a “significant impact on the environment” (as said quoted term is utilized in SEQRA) and the preliminary agreement of the Agency to undertake the Project constitutes such an action; and

WHEREAS, to aid the Agency in determining whether undertaking the Project may have a significant impact upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form (the “*EAF*”) with respect to the Project, a copy of which is attached here as Exhibit A, with a copy of the EAF on file at the office of the Agency; and

WHEREAS, the Agency has examined the EAF in order to classify the Project; and

WHEREAS, the Agency has not approved the Project or the grant of Financial Assistance to the Project; and

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

(1) Based upon an examination of the EAF prepared by the Company, the criteria contained in 6 NYCRR §617.7(c), and based further upon the Agency’s knowledge of the area surrounding the Project Facility, all the representations made by the Company in connection with the Project, and such further investigation of the Project and its environmental impacts as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Project pursuant to SEQRA:

(A) The Project consists of the components described above in the third WHEREAS clause of this resolution; and

(B) The Project constitutes a “Type I Action” (as said quoted term is defined in SEQRA); and

(C) As a consequence of the foregoing, the Agency hereby declares its intent to act as “Lead Agency” (as said term is defined in SEQRA) with respect to a coordinated agency review of the Project pursuant to SEQRA; and

(D) The Agency’s counsel shall arrange for publication and distribution of its notice of intent to be “Lead Agency” and is hereby authorized to take such actions as are necessary and appropriate to assist the Agency in fulfilling the requirements under SEQRA for the Project and to work with the Company’s environmental consultant in connection therewith.

(2) A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

(3) This Resolution shall take effect immediately

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>
William Ryan	X	
M. Catherine Richardson, Esq.	X	
Donald Schoenwald, Esq.	X	
Steven Thompson	X	
Kenneth Kinsey	X	

The foregoing Resolution was thereupon declared duly adopted.

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


I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “**Agency**”) held on July 19, 2016, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency this 16 day of August, 2016.

City of Syracuse Industrial Development Agency



Steven P. Thompson, 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 project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: Maguire Syracuse		
Project Location (describe, and attach a general location map): Hiawatha Boulevard West and State Fair Boulevard		
Brief Description of Proposed Action (include purpose or need): Redevelopment of the existing Summit Dodge Ram dealership site to include a renovated Dodge Ram dealership and a new Nissan dealership with body shop. Construction of a separate dealership (manufacturer TBD) on the 2.4 acre State Fair Boulevard site. All buildings to be LEED certified and include sustainable and green design features including a solar charging station.		
Name of Applicant/Sponsor: Maguire Family Limited Partnership		Telephone: 607-257-1515 x 1268 E-Mail: pmaguire@maguirecars.com
Address: 504 South Meadow Street		
City/PO: Ithaca	State: NY	Zip Code: 14850
Project Contact (if not same as sponsor; give name and title/role): Philip J. Maguire, Limited Partner		Telephone: 607-257-1515 x 1268 E-Mail: pmaguire@maguirecars.com
Address: 504 South Meadow Street		
City/PO: Ithaca	State: NY	Zip Code: 14850
Property Owner (if not same as sponsor): Maguire Family Limited Partnership (Purchase Pending by Contract Vendee)		Telephone: 607-257-1515 x 1268 E-Mail: pmaguire@maguirecars.com
Address: 504 South Meadow Street		
City/PO: Ithaca	State: NY	Zip Code: 14850

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	City Council - Payment in Lieu of Taxes Schedule pre-approved by SIDA	June 2016
b. City, Town or Village <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission	Syracuse Planning Commission - Site Plan Approval	Fall 2016
c. City Council, Town or <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Village Zoning Board of Appeals	Syracuse Board of Zoning Appeals- Variance (if necessary)	Fall 2016
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SIDA - Sales Tax and Mortgage Tax Abatements Syracuse DPW - Curb Cut Permit	Fall 2016 Fall 2016
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC - Stormwater General Permit	Fall 2016
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 checked="" type="checkbox"/> Yes <input 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? City of Syracuse Comprehensive Plan 2040	<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? Heavy Industry/Utilities	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s): _____ _____	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s): _____ _____	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?
1A - Industrial Class A, No Overlay Districts

b. Is the use permitted or allowed by a special or conditional use permit? Permitted in 1A 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 School District

b. What police or other public protection forces serve the project site?
Syracuse Police Department

c. Which fire protection and emergency medical services serve the project site?
Syracuse Fire Department

d. What parks serve the project site?
N/A

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Commercial - Automotive Sales and Service

b. a. Total acreage of the site of the proposed action? 15.74 acres
b. Total acreage to be physically disturbed? 15.74 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 15.74 acres Purchase Pending

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)? % 232 Units: Square Feet

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____

ii. Is a cluster/conservation layout proposed? Yes No

iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will proposed action be constructed in multiple phases? Yes No
i. If No, anticipated period of construction: _____ months

ii. If Yes:
• Total number of phases anticipated 2
• Anticipated commencement date of phase 1 (including demolition) Nov month 2016 year
• Anticipated completion date of final phase May month 2018 year
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____
The dealership noted as To Be Determined (TBD) of the site plan may be constructed as part of a second phase if not done as part first phase.

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 3
 ii. Dimensions (in feet) of largest proposed structure: 30' height; 150' width; and 400' length
 iii. Approximate extent of building space to be heated or cooled: 104,600 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: Stormwater Management
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: Site surface water not from streams.
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: 0.4 to 0.7 million gallons; surface area: .30 to .50 acres
 v. Dimensions of the proposed dam or impounding structure: <6' height; 250' length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): Earth Fill

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? Site Prep, Grading, Installation of Utilities and Foundations
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): TBD
 • Over what duration of time? 12 Months
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. On-site materials. Excess to be hauled to approved fill sites.
 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? 15.74 acres
 vi. What is the maximum area to be worked at any one time? 5.0 acres
 vii. What would be the maximum depth of excavation or dredging? 6' feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: Will attempt to re-use topsoil and balance on-site cuts/fills.

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 proposed action cause or result in disturbance to bottom sediments? Yes No

If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No

If Yes:

i. Total anticipated water usage/demand per day: 130 Employees x 15 gpd=1950 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 - OCWA
- 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: _____
Service Laterals
- Source(s) of supply for the district: Skaneateles Lake

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No

If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No

If Yes:

i. Total anticipated liquid waste generation per day: 1950 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 Wastewater

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 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: _____
Sewer laterals _____

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 _____^{7+/-} acres (impervious surface)
 _____ Square feet or 15.74 acres (parcel size)
- ii. Describe types of new point sources. Pipes, curbs.
- 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)?
On-site stormwater management facilities, infiltration basins.
- If to surface waters, identify receiving water bodies or wetlands: _____
Harbor Brook
- Will stormwater runoff flow to adjacent properties? Yes No

iv. Does 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)
Delivery vehicles.
- ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)
N/A
- iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)
N/A

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 Hydrofluorocarbons (HFCs)
 - _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____
TBD

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):
On-site solar renewable.

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: _____ 8am-5pm • Sunday: _____ None • Holidays: _____ None 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 8am-8pm • Saturday: _____ 8am-6pm • Sunday: _____ None • Holidays: _____ None
--	---

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:
Construction noise only, construction equipment, 7am-7pm M-F, 8am-5pm Sat

ii. Will 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:
Building and parking lot lighting. Locations, height, direction/aim to meet City standards.

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 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: _____ TBD tons per _____ day (unit of time)
- Operation : _____ TBD tons per _____ day (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: Recycle concrete and asphalt materials.
- Operation: Recycling and composting.

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: Onondaga County Resource Recovery Agency
- Operation: Onondaga County Resource Recovery Agency

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban Industrial Commercial Residential (suburban) Rural (non-farm)

Forest Agriculture Aquatic Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	9.81	13.85	+4.04
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	5.93	0	-5.93
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: Lawns/Landscaping _____	0	1.89	+1.89

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: _____

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: _____

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): _____
 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): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
(2) historic petroleum spills reported on State Fair Boulevard and (1) spill on Rotella Auto site. All spills cleaned up and spill files closed.

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ >12 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:

Sand/Silt	_____	50 %
Silty/Clay	_____	50 %
_____	_____	_____ %

d. What is the average depth to the water table on the project site? Average: _____ 6 to 8 feet

e. Drainage status of project site soils: Well Drained: _____ 40 % of site
 Moderately Well Drained: _____ 50 % of site
 Poorly Drained _____ 10 % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 90 % of site
 10-15%: _____ 10 % 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 Harbor Brook Classification C
- Lakes or Ponds: Name Onondaga Lake Classification Impaired
- 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: _____
 Onondaga Lake

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: Unknown

m. Identify the predominant wildlife species that occupy or use the project site: Unknown _____ _____ _____	_____ _____ _____
n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:	
<i>i.</i> Describe the habitat/community (composition, function, and basis for designation): _____ _____	
<i>ii.</i> Source(s) of description or evaluation: _____	
<i>iii.</i> 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 type="checkbox"/> No	
Unknown	
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 type="checkbox"/> No	
Unknown	
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>i.</i> If Yes: acreage(s) on project site? _____ <i>ii.</i> 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>i.</i> Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature <i>ii.</i> 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>i.</i> CEA name: _____ <i>ii.</i> Basis for designation: _____ <i>iii.</i> Designating agency and date: _____	



TOTAL PARKING COUNT: 1,381

 **MAGUIRE SYRACUSE**

HIAWATHA BOULEVARD W & STATE FAIR BOULEVARD, SYRACUSE, NEW YORK 13204

PROPOSED SITE PLAN

SCHICKEL ARCHITECTURE PROJECT NO. 15119 JUNE 10, 2016

SCHICKEL
ARCHITECTURE

EXHIBIT "G"

SEQRA RESOLUTION

SEQRA RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on December 20, 2016, at 8:30 o'clock a.m. in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

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

PRESENT: William Ryan, Donald Schoenwald, Esq., Steven Thompson, Kenneth Kinsey

EXCUSED: Catherine Richardson, Esq.

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Honora Spillane, Judith DeLaney, Meghan Ryan, Esq., Susan Katzoff, Esq., John Vavonese, Meghan Ryan, Esq.; Others: Barry Lentz, Paul Curtin, Carol Zenzel, Esq., Timothy Lynn, Esq., Donna Harris, Leann West, Aggie Lane, Michael Wicker, James Trasher, Mark Riley, Rich Punchanski, David Delvecchio, Ed Riley, Richard Engel, Esq., Alex Marion; Media Present: Rick Moriarty

The following resolution was offered by Donald Schoenwald and seconded by Kenneth Kinsey:

RESOLUTION DETERMINING THAT THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A CERTAIN PROJECT AT THE REQUEST OF MAGUIRE FAMILY LIMITED PARTNERSHIP WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT

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

WHEREAS, by application dated June 13, 2016 (the "**Application**"), Maguire Family Limited Partnership, directly and with its affiliates, subsidiaries and/or entities to be formed (collectively, the "**Company**"), requested the Agency undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403

State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the “**Land**”); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto ; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the “**Facility**”); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the “**Equipment**” and together with the Land and the Facility, the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company’s affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, pursuant to State Environmental Quality Review Act (“**SEQRA**”), the Agency is required to make a determination with respect to the environmental impact of any “action” (as defined by SEQRA) to be taken by the Agency and the approval of the Project and grant of Financial Assistance constitute such an action; and

WHEREAS, to aid the Agency in determining whether the acquisition, construction, and equipping of the Project may have a significant effect upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form (the “**EAF**”), and copies of said EAF are on file in the office of the Agency and are readily accessible to the public; and

WHEREAS, by resolution adopted July 19, 2016 (the “**Lead Agency Resolution**”), the Agency appointed itself “lead agency” for purposes of a conducting a coordinated environmental review under SEQRA; and

WHEREAS, as a result of its careful review and examination of the Project and correspondence from other involved agencies, the Agency finds that, on balance, and after careful consideration of all relevant Project documentation, it has more than adequate information to evaluate all of the relevant benefits and potential impacts; and

WHEREAS, the Agency has prepared a negative declaration that summarizes its consideration of various factors in accordance with SEQRA; and

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

- (1) Based upon an examination of the EAF prepared by the Company, the criteria

contained in 6 NYCRR §617.7(c), and based further upon the Agency’s knowledge of the area surrounding the Project Facility, all the representations made by the Company in connection with the Project, and such further investigation of the Project and its environmental effects as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Project pursuant to SEQRA:

(a) The Project consists of the components described above in the second WHEREAS clause of this resolution and constitutes a “project” as such term is defined in the Act;

(b) The Project constitutes a “Type 1 Action” (as said quoted term is defined in SEQRA);

(c) The Agency declared itself “Lead Agency” (as said quoted term is defined in SEQRA) with respect to a coordinated review of the Project pursuant to SEQRA;

(d) The Project will not have a significant effect on the environment, and the Agency will not require the preparation of an Environmental Impact Statement with respect to the Project; and

(e) As a consequence of the foregoing, the Agency has prepared a Negative Declaration with respect to the Project, a copy of which is attached hereto as Exhibit “A”, which shall be filed in the office of the Agency in a file that is readily accessible to the public.

(2) A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

(3) The Secretary of the Agency is hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>
William Ryan	X	
Donald Schoenwald	X	
Steven Thompson	X	
Kenneth Kinsey	X	

The foregoing resolution was thereupon declared duly adopted.

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


I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “*Agency*”) held on December 20, 2016, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 20th day of December, 2016.

City of Syracuse Industrial Development Agency



Steven P. Thompson, Secretary

(S E A L)

EXHIBIT "A"

NEGATIVE DECLARATION

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NO SIGNIFICANT EFFECT ON THE ENVIRONMENT

In accordance with Article 8 (State Environmental Quality Review a/k/a SEQR) of the Environmental Conservation Law (the "Act"), and the statewide regulations under the Act (6 NYCRR Part 617) (the "Regulations"), the City of Syracuse Industrial Development Agency ("Agency") has considered the proposed Maguire Family Limited Partnership Project, which is more accurately described below. The Agency has determined: (i) that the proposed project is a Type I Action pursuant to the Regulations; (ii) that the Agency has engaged in an environmental review of the Project; (iii) that upon conducting said review, the Agency has determined that the Project will result in no major environmental impacts and therefore will not have a significant effect on the environment; and (iv) therefore that an environmental impact statement is not required to be prepared with respect to said Project. THIS NOTICE IS A NEGATIVE DECLARATION FOR THE PURPOSES OF THE ACT.

1. Agency:

The Agency is the City of Syracuse Industrial Development Agency, Syracuse, New York.

2. Contact for Further Information:

Contact Person:
Ms. Honora Spillane, Deputy Commissioner

Address:
City of Syracuse Dept. of Neighborhood and Business Development
City Hall Commons - 7th Floor
201 E. Washington St.
Syracuse, NY 13202
Telephone Number: (315) 473-3275

3. Project Description:

Maguire Family Limited Partnership, directly and with its affiliates, subsidiaries and/or entities to be formed (collectively, the "Company"), has requested the Agency undertake a project (the "Project") consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha

Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the "Land"); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft. building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the "Facility"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the "Equipment" and together with the Land and the Facility, the "Project Facility"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company's affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

4. Project Location:

The Project involves property located at 401, 403, and 406-10 State Fair Boulevard, 959 and 1027 Hiawatha Boulevard West, and 101 and 103 Rusin Avenue and Harbor Street, all of which are located in the City of Syracuse.

5. Reasons for Determination of Non-Significance:

See Exhibit "A" attached hereto.

DATED: December 20, 2016

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 

William M. Ryan, Chairman

Negative Declaration Exhibit A

Criteria for Determining Significance

As proposed, the reasonably anticipated environmental effects of the aforementioned Maguire Family Limited Partnership Project will not be significant. This conclusion results from the thorough evaluation of the Project's attributes and their environmental effects against the criteria provided in NYSDEC regulations at 6 NYCRR §617 et. seq. A summary of this evaluation follows.

Determination of Environmental Significance

To determine whether the Project may have a significant effect on the environment, the impacts that may be reasonably expected to result from the proposed Project must be compared to criteria specified in NYSDEC regulations. (6 NYCRR §617.7). These criteria are considered indicators of significant effects on the environment.

Criterion 1

A substantial adverse change in existing a) air quality; b) ground or surface water quality or quantity; c) traffic levels; d) noise levels; e) a substantial increase in solid waste production; f) a substantial increase in potential for erosion, flooding, leaching or drainage problems.

a) Air quality

The Project involves the redevelopment of the existing Summit Dodge Ram dealership site, which will include a renovated Dodge Ram dealership and a new Nissan dealership and body shop. The Project consists of the acquisition, renovation, construction and equipping of the Facility as described above and will result in physical improvements to the interior and exterior of the existing auto dealership building to remain, construction of additional auto dealership buildings, and the installation of grading, drainage, parking and related improvements on the Project site. The Project may involve the potential for minor, temporary changes in air quality in the area immediately surrounding the site during the period of redevelopment and construction. Any potentially hazardous materials located on-site, such as lead-based materials, will be removed from the Facility prior to any renovation and/or demolition and disposed of in accordance with all local, state and federal laws, thereby reducing the potential for such materials to become airborne and migrate off-site. It should be noted that asbestos containing materials ("ACM") were identified in the buildings to be renovated and demolished. The Company will use a licensed contractor to perform asbestos abatement activities in compliance with applicable laws and regulations. Further, the Company and its contractors will take all necessary measures to mitigate any short-term renovation and construction-related impacts (i.e., using proper

ventilation equipment, limiting the use of dumpsters and dump trucks for construction debris, watering construction debris to reduce dust and prevent airborne migration, etc.).

b) Ground or surface water quality or quantity

Portions of the Project site are located within the floodplain and floodway along Harbor Brook. Proposed work within the floodway has been limited and only includes cut and smoothing in general and the removal of several floodway impediments (e.g., mound of soil). Project site improvements include redevelopment of the existing impervious surfaces to include new asphalt pavement and access drives, concrete walks, concrete curbs, islands, erosion control, stormwater management (bioretention basins), tree and shrub plantings, and lawn establishment. The Company has prepared a preliminary Stormwater Pollution Prevention Plan ("SWPPP") that, when finalized, is expected to reduce peak stormwater flows and provide water quality mitigation that meets applicable standards. As a result, the Project is not expected to result in an adverse change in ground or surface water quality or quantity.

c) Traffic levels

Much of the Project site is currently home to an auto dealership, and the Project will expand that use by constructing a new building to house a Nissan dealership, as well as provide for additional parking across State Fair Boulevard. The Project is therefore intended to attract visitors to the Project site. A Trip Generation Assessment prepared by SRF Associates for the Project. According to the projected volume of traffic and proposed ingress/egress points, the Project is not anticipated to result in a significant adverse impact relative to traffic levels.

d) Noise levels

The Project may involve the potential for minor, temporary changes in noise quality due to typical construction-related activities. However, any such impacts to noise quality will be mitigated to the extent possible by using appropriate mufflers on heavy equipment and restricting construction hours (e.g., 7:00 a.m. to 5:00 p.m. from Monday through Friday). Accordingly, the Agency determines that any noise-related impacts associated with the Project will be insignificant.

e) Substantial increase in solid waste production

The Project will result in the generation of solid waste, but such waste will be disposed of by a licensed contractor at an existing solid waste facility in accordance with applicable laws and regulations. As such, the Agency does not anticipate any adverse impacts associated with solid waste production.

f) Substantial increase in potential for erosion, flooding, leaching or drainage problems

The Project is located in an urban area and involves the redevelopment and construction of certain grading, drainage, parking and related improvements on the Project site. The Company has prepared a preliminary Stormwater Pollution Prevention Plan (“SWPPP”) that, when finalized, is expected to reduce peak stormwater flows and provide water quality mitigation that meets applicable standards. Temporary (sediment control fencing, inlet protection, dust control, stabilized construction entrance, tree protection fencing and construction sequencing) and permanent (landscaping beds, lawn areas, rip rap, and new pavement) erosion and sediment control measures will be implemented for the Project. In addition, the Project includes the implementation of permanent stormwater management practices consisting of the installation of bioretention areas, storm catch basins, and conveyance piping. The Company will be required to comply with all requirements and conditions contained in the final SWPPP, as well as all relevant requirements of the New York State Department of Environmental Conservation General Permit for Stormwater Discharges from Construction Activity that is required for the Project. As a result, the Project is expected to improve existing conditions rather than result in a substantial increase in the potential for erosion, flooding, leaching or drainage problems.

Criterion 2

The removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse effects on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse effects to natural resources.

As noted above, the Project site consists primarily of improved parcels in an urban setting. To the extent redevelopment and construction activities will impact currently vacant land, existing vegetation will need to be removed. However, there is no indication that the Project will have any impact on fauna, the movement of any fish or wildlife species, or other natural resources. No known significant habitat areas have been identified, and there are no known threatened or endangered species of plants or animals on the Project site.

Criterion 3

The encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action.

The Project is intended primarily to attract customers to the Facility. It is anticipated that a portion of the individuals that the Project attracts to the site will be current City residents. As such, the City’s population is not expected to increase significantly, nor will the Project create significant increases in traffic volumes in the surrounding area, as noted above.

Criterion 4

The creation of a material conflict with a community's current plans or goals as officially approved or adopted.

The Project is consistent with the Agency's goal of effectuating financial assistance for specific projects located within the City of Syracuse, as well as the City's desire to revitalize the area around Onondaga Lake.

Criterion 5

The impairment of the character or quality of important historical, archaeological, architectural or aesthetic resources or of existing community or neighborhood character.

The Project Facility is not located within or near important historical, archaeological, architectural or aesthetic resources. The Project will result in improvements to the Project Facility that will result in improved aesthetics. The buildings to be constructed will be LEED certified and will include sustainable and green design features, all of which will improve the character of the surrounding area.

Criterion 6

A major change in the use of either the quantity or type of energy.

The Project is not anticipated to result in a major change in the quantity or type of energy used so as to require extraordinary services or actions on the part of energy providers.

Criterion 7

The creation of a hazard to human health.

The Agency does not expect the Project to create any human health hazards. All pre-demolition, demolition and construction materials will be disposed of off-site in accordance with local, state, and federal regulations. The Company will contract with properly licensed private haulers for the transport and disposal of these materials from the Project area. Where necessary, hazardous materials or substances will be characterized prior to disposal and proper records (*e.g.*, bill of lading or waste manifests) will be maintained, and the Company will consult with representatives of the City regarding any such materials to ensure their proper removal and disposal.

Criterion 8

A substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses.

The Project will result in some physical changes to the Project Facility so as to facilitate the proposed redevelopment. The Project does not constitute a substantial change in the use or intensity of use that is unable to be supported by current land use patterns. Further, the Project is consistent with the City's land use plan and will enhance the surrounding area.

Criterion 9

The creation of material demand for other actions which would result in one of the above consequences.

The Project itself is not expected to create any demand for other actions (*e.g.*, additional public services) that would result in significant adverse consequences described by the above criteria.

Criterion 10

Changes in two or more elements of the environment, no one of which has a significant effect on the environment, but when considered together result in a substantial adverse impact on the environment.

The Project will not effect multiple changes to the environment which, when considered together, would be considered significant.

Criterion 11

Two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant effect on the environment, but when considered cumulatively would meet one or more of the criteria in this section.

This criterion deals with the issue of cumulative impacts of multiple actions under SEQRA. No cumulative impacts have been identified and none are expected.

EXHIBIT "H"
INDUCEMENT RESOLUTION

INDUCEMENT RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on December 20, 2016 at 8:30 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

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

PRESENT: William Ryan, Donald Schoenwald, Esq., Steven Thompson, Kenneth Kinsey

EXCUSED: Catherine Richardson, Esq.

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Honora Spillane, Judith DeLaney, Meghan Ryan, Esq., Susan Katzoff, Esq., John Vavonese, Meghan Ryan, Esq.; Others: Barry Lentz, Paul Curtin, Carol Zenzel, Esq., Timothy Lynn, Esq., Donna Harris, Leann West, Aggie Lane, Michael Wicker, James Trasher, Mark Riley, Rich Punchanski, David Delvecchio, Ed Riley, Richard Engel, Esq., Alex Marion; Media Present: Rick Moriarty

The following resolution was offered by Donald Schoenwald and seconded by Kenneth Kinsey:

RESOLUTION AUTHORIZING THE UNDERTAKING, THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF A COMMERCIAL FACILITY; 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, to improve their recreation

opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, lease and sell real property and grant financial assistance in connection with one or more “projects” (as defined in the Act); and

WHEREAS, Maguire Family Limited Partnership, directly and with its affiliates, subsidiaries and/or entities to be formed (collectively, the “*Company*”), by application dated June 13, 2016 (the “*Application*”), requested the Agency undertake a project (the “*Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the “*Land*”); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the “*Facility*”); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company’s affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, as part of the Financial Assistance, the Company requested the Agency consider a payment in lieu of tax (“*PILOT*”) schedule in accordance with the Agency’s Uniform Tax Exemption Policy (“*UTE*”) established pursuant to General Municipal Law Section 874(4). The Agency has not yet resolved to grant the PILOT as part of the requested Financial Assistance; and

WHEREAS, the Agency adopted a resolution on June 21, 2016, describing the Project and the proposed financial assistance and authorizing a public hearing (“*Public Hearing Resolution*”); and

WHEREAS, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on July 19, 2016 pursuant to Section 859-a of the Act, notice of which was originally published on July 3, 2016, in the Post-Standard, a newspaper of general circulation in the City of Syracuse, New York and given to the chief executive officers of the affected tax jurisdictions by letters dated June 30, 2016; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "**SEQRA**"), the Agency is required to make a determination whether the "action" (as said quoted term is defined in SEQRA) to be taken by the Agency may have a "significant impact on the environment" (as said quoted term is utilized in SEQRA), and the preliminary agreement of the Agency to undertake the Project constitutes such an action; and

WHEREAS, by resolution adopted December 20, 2016 (the "**SEQRA Resolution**"), the Agency determined that the Project will not have a significant effect on the environment; and

WHEREAS, the Agency has considered the policy, purposes and requirements of the Act in making its determinations with respect to taking official action regarding the Project; and

WHEREAS, the Agency has given due consideration to the Application and to representations by the Company that the provision of Financial Assistance: (i) will induce the Company to develop the Project Facility in the City of Syracuse (the "**City**"); (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; and (iii) the Project will serve the purposes of the Act by advancing job opportunities and the economic welfare of the people of the State and the City and improve their standard of living.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

Section 1. It is the policy of the State to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

Section 2. Based upon the representations and projections made by the Company to the Agency, the Agency hereby and makes the following determinations:

(A) Ratifies the findings in its Public Hearing Resolution and SEQRA Resolution;

(B) The Project constitutes a “*project*” within the meaning of the Act;

(C) The acquisition of a controlling interest in the Project Facility by the Agency and the designation of the Company as the Agency’s agent for completion of the Project will be an inducement to the Company to reconstruct, renovate, equip and complete the Project Facility in the City, and will serve the purposes of the Act by, among other things, advancing job opportunities, the standard of living and economic welfare of the inhabitants of the City;

(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 Project is located in a “Highly Distressed Area” as defined in Section 854(18) of the Act.

Section 3. As a condition to the extension of State and local sales and use tax exemption benefits, and the Company’s appointment as agent of the Agency, as provided herein, the Company agrees to execute an agreement with the Agency setting forth the preliminary undertakings of the Agency and the Company with respect to the Project. The form and substance of the proposed agreement (as set forth as on **Exhibit “A”** attached hereto and presented at this meeting) (the “*Agreement*”) are hereby approved. The Chairman or Vice Chairman of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the Agreement, in substantially the same form as presented at this meeting and attached hereto as **Exhibit “A”**, with changes in terms and form as shall be consistent with this Resolution and as the Chairman or Vice Chairman shall approve. The execution thereof by the Chairman or Vice Chairman shall constitute conclusive evidence of such approval.

Section 4. Subject to the terms of this Resolution and the conditions set forth in the Agreement, the Agency will: (i) acquire an interest in the Land and Facility pursuant to a lease agreement (the “*Lease*”) to be entered into between the Company and the Agency; accept an interest in the Equipment pursuant to a bill of sale from the Company (the “*Bill of Sale*”); (ii) sublease the Project Facility to the Company pursuant to a sublease agreement (the “*Sublease*” and together with the Lease and the Bill of Sale, the “*Lease Documents*”) to be entered into between the Agency and the Company; (iii) grant the approved Financial Assistance, subject to the approval of the PILOT; and (iv) provided that no default shall have occurred and be continuing under the Agreement (as defined herein) and provided the Company has executed and delivered all documents and certificates required by the Agency in conjunction with the Agency’s undertaking of the Project, execute and deliver all other certificates and documents

necessary or appropriate for the grant of the approved Financial Assistance or requested by the Agency, in form and substance acceptable to the Agency.

Section 5. Subject to the due execution and delivery by the Company of the Agreement, the satisfaction of the conditions of this Resolution and the Agreement, and the payment by the Company of any attendant fees, the Company and its designees, are appointed the true and lawful agent of the Agency to proceed with the 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 appointment made by this Section 5, and the conference of any approved Financial Assistance, shall not be effective until the Company and the Agency have executed and delivered a project agreement in substantially the same form used by the Agency in similar transactions (the “**Project Agreement**”). The amount of State and local sales and use tax exemption benefits comprising the Financial Assistance approved herein shall not exceed **\$799,310**.

Section 6. The terms and conditions of subdivision 3 of Section 875 of the Act are herein incorporated by reference and the Company shall agree to such terms as a condition precedent to receiving or benefiting from an exemption from State and local sales and use tax exemptions benefits.

Section 7. The Company may utilize, and is hereby authorized to appoint, a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, “**Additional Agents**”) to proceed with the 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 8. The Chairman and/or Vice Chairman of the Agency, acting individually,

are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified herein and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred herein and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution and the Agreement.

Section 9. The obligation of the Agency to consummate any transaction contemplated herein or hereby is subject to and conditioned upon the Agency's approval of the Financial Assistance and the Company's execution and delivery of, among other things, the Agreement, the Project Agreement and an Environmental Compliance and Indemnification Agreement in favor of the Agency in form and substance acceptable to the Agency and its counsel, in the discretion of the Chairman and/or Vice Chairman of the Agency.

Section 10. No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

Section 11. Should the Agency's participation in the Project, or the appointments made in accordance herewith, be challenged by any party, in the courts or otherwise, the Company shall defend, indemnify and hold harmless the Agency and its members, officers and employees from any and all losses arising from any such challenge including, but not limited to, the fees and disbursement of the Agency's counsel. Should any court of competent jurisdiction determine that the Agency is not authorized under the Act to participate in the Project, this Resolution shall automatically become null, void and of no further force and effect, and the Agency shall have no liability to the Company hereunder or otherwise.

Section 12. Counsel to the Agency is hereby authorized to work with the Company and others to prepare for submission to the Agency, all documents necessary to effect the grant of Financial Assistance and consummate the Lease Documents.

Section 13. The Secretary and/or the Executive Director of the Agency are hereby authorized and may distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 14. This Resolution shall take effect immediately. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>
William Ryan	X	
Donald Schoenwald, Esq.	X	
Steven Thompson	X	
Kenneth Kinsey	X	

The foregoing Resolution was thereupon declared duly adopted.

EXHIBIT "A"

AGENCY/COMPANY AGREEMENT

THIS AGREEMENT is between **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY** (the "**Agency**"), with an office at 201 East Washington Street, 7th Floor, Syracuse, New York 13202 and **MAGUIRE FAMILY LIMITED PARTNERSHIP**, with a mailing address of 504 South Meadow Street, Ithaca, New York 14850 (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 June 13, 2016 (the "**Application**"), requested the Agency undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the "**Land**"); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions

from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company’s affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

1.03(a). All documents necessary to effectuate the Agency’s undertaking of the Project and the granting of the Financial Assistance between the Agency and the Company, including but not limited to, a project agreement, a company lease, an agency lease, a bill of sale and an environmental compliance and indemnification agreement, shall be collectively referred to herein as the “**Lease Documents**”.

1.04. The Company hereby represents to the Agency that undertaking the Project, the designation of the Company as the Agency’s agent for the 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 December 20, 2016, the Agency adopted a resolution (the “**Inducement Resolution**”) agreeing, subject to the satisfaction of all conditions precedent set forth in such Resolution, to designate the Company as the Agency’s agent for the acquisition, 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 exceed **\$799,310**.

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 renovating and equipping the Project Facility.

2.02. The Agency will adopt such proceedings and authorize the execution of such Agency documents as may be necessary or advisable for: (i) acquisition of a controlling interest in the Project Facility; (ii) designation by the Company of Additional Agents for 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 and/or policies of insurance in form satisfactory to the Agency evidencing such insurance.

(g) The Company shall apply and diligently pursue all approvals, permits and consents from the State of New York, the City, the City Planning Commission and any other governmental authority which approvals, permits and consents are required under applicable law for the development, reconstruction, renovation and equipping of the Project and any related site improvements. The Company acknowledges and agrees that the Agency's findings and determinations under SEQRA do not and shall not in and of themselves (except as specifically set forth in SEQRA) satisfy or be deemed to satisfy applicable laws, regulations, rules and procedural requirements applicable to such approvals, permits and consents.

(h) The Company shall complete a Contractor Status Report to be obtained from the City of Syracuse Industrial Development Agency and agrees to utilize, and cause its Additional Agents to utilize, local contractors and suppliers for the 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 or machinery or equipment, materials or supplies in connection with the Project Facility, or are in any manner otherwise payable directly or indirectly in connection with the Project Facility, the Company shall pay the same and defend and indemnify the Agency from and against any liability, expenses and

penalties arising out of, directly or indirectly, the imposition of any such taxes.

3.06 The Company shall proceed with the acquisition, construction, reconstruction, renovation, equipping and completion of the Project Facility and advance such funds as may be necessary to accomplish such purposes. The Company may appoint Additional Agents as agents of the Agency, in furtherance thereof. Any appointment of an Additional Agent is conditioned upon the Company first obtaining and providing the Agency the following:

(1) A written, executed agreement, in form and substance acceptable to the Agency, from each appointed Additional Agent which provides for the assumption by the Additional Agent, for itself, certain of the obligations under this Agreement relative to the appointment, work and purchases done and made by each Additional Agent; (ii) a commitment to utilize local contractors and suppliers for the 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; (b) the Company, by executing this agreement, acknowledges and agrees to make, or cause its Additional Agents, whether appointed as an agent of the Agency in accordance with Section 3.06 hereof or not, to make, all records and information regarding State and local sales and use tax exemption benefits given to the Project as part of the Financial Assistance available to the Agency upon request, including but not limited to the Form ST-340 for itself and each Additional Agent; (c) the Company, by executing this Agreement, acknowledges and agrees to the terms and conditions of Section 875(3) of the Act as if such section were fully set forth herein and further agrees to cause all of its Additional Agents to acknowledge, agree and consent to same. Without limiting the scope of the foregoing the Company acknowledges that pursuant to Section 875(3) of the Act and in accordance with the Agency's Recapture Policy, the Agency shall, and in some instances may, recover, recapture, receive or otherwise obtain from the Company the portion of the Financial Assistance (the "**Recapture Amount**") consisting of: (1) (a) that portion of the State and local sales and use tax exemption to which the Company was not entitled, which is in excess of the amount of the State and local sales and use tax exemption authorized by the Agency or which is for property or services not authorized by the Agency; or (b) the full amount of such State and local sales and use tax exemption, if the Company fails to comply with a material term or condition regarding the use of the property or services as represented to the Agency in its Application or otherwise; or (c) the full amount of such State and local sales and use tax exemption in the event the Company fails to execute and deliver the Lease Documents in accordance herewith or fails to complete the Project; and (2) any interest or penalties thereon imposed by the Agency or by operation of law or by judicial order or otherwise; and (d) the failure of the Company to promptly pay such Recapture Amount to the Agency will be grounds for the Commissioner to collect sales and use taxes from the Company under Article 28 of the State Tax Law, together with interest and penalties. In addition to the foregoing, the Company acknowledges and agrees that for purposes of exemption from New York State (the "**State**") sales and use taxation as part of the Financial Assistance requested, "sales and use taxation" shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the New York State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight. In addition to the foregoing, the Agency may recapture other benefits comprising the Financial Assistance in accordance with the Agency's Recapture Policy (a copy of which is on the Agency's website).

4.03. The Company agrees that it will, within thirty (30) days of a written request for

same, regardless of whether or not this matter closes or the Project Facility is completed: (i) reimburse the Agency for all reasonable and necessary expenses, including without limitation the fees and expenses of counsel to the Agency arising from, out of or in connection with the Project, and/or any documents executed in connection therewith, including, but not limited to any claims or actions taken by the Agency against the Company, Additional Agents or third parties; and (ii) indemnify the Agency from all losses, claims, damages and liabilities, in each case which the Agency may incur as a consequence of executing this Agreement or performing its obligations hereunder, including but not limited to, any obligations related to Additional Agents.

4.04. If for any reason the Lease Documents are not executed and delivered by the Company and the Agency on or before **December 20, 2017**, the provisions of this Agreement (other than the provisions of Articles 1.04, 2.02, 2.04, 3.01, 3.02, 3.03, 3.05, 3.06, 4.02, 4.03, 4.04, 4.05 and 4.06, which shall survive) shall unless extended by agreement of the Agency and the Company, terminate and be of no further force or effect, and following such termination neither party shall have any rights against the other party except:

(a) The Company shall pay the Agency for all expenses incurred by the Agency in connection with the acquisition, construction, reconstruction, renovation and equipping of the Project Facility;

(b) The Company shall assume and be responsible for any contracts for the construction, reconstruction or purchase of equipment entered into by the Agency at the request of or as agent for the Company in connection with the Project Facility; and

(c) The Company will pay the out-of-pocket expenses of members of the Agency and counsel for the Agency incurred in connection with the Project Facility and will pay the fees of counsel for the Agency for legal services relating to the Project Facility, Additional Agents or the proposed financing thereof.

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

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the 20th day December, 2016.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
William M. Ryan, Chairman

**MAGUIRE FAMILY LIMITED
PARTNERSHIP**

By: _____
Name: _____
Title: _____

EXHIBIT "I"
PILOT RESOLUTION

PILOT RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on December 20, 2016 at 8:30 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

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

PRESENT: William Ryan, Donald Schoenwald, Esq., Steven Thompson, Kenneth Kinsey

EXCUSED: Catherine Richardson, Esq.

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Honora Spillane, Judith DeLaney, Meghan Ryan, Esq., Susan Katzoff, Esq., John Vavonese, Meghan Ryan, Esq.; Others: Barry Lentz, Paul Curtin, Carol Zenzel, Esq., Timothy Lynn, Esq., Donna Harris, Leann West, Aggie Lane, Michael Wicker, James Trasher, Mark Riley, Rich Punchanski, David Delvecchio, Ed Riley, Richard Engel, Esq., Alex Marion; Media Present: Rick Moriarty

The following resolution was offered by Donald Schoenwald and seconded by Kenneth Kinsey:

RESOLUTION APPROVING AN PAYMENT IN LIEU OF TAX SCHEDULE AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A PILOT AGREEMENT

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

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, lease and sell real property and grant financial assistance in connection with one or more "projects" (as defined in the Act); and by application dated June 13, 2016 (the

“Application”), Maguire Family Limited Partnership, directly and with its affiliates, subsidiaries and/or entities to be formed (collectively, the **“Company”**), requested the Agency undertake a project (the **“Project”**) consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the **“Land”**); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the **“Facility”**); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the **“Equipment”** and together with the Land and the Facility, the **“Project Facility”**); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company’s affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, to aid the Agency in determining whether the preliminary agreement of the Agency to undertake 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”**), a copy of which is on file at the office of the Agency; and

WHEREAS, on December 20, 2016 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 December 20, 2016, the Agency further resolved to take official action toward the acquisition, construction, 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 payment in lieu of tax schedule, (the **“PILOT”**), 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; and (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; (iii) undertaking the Project will advance job opportunities in the State and promote the general prosperity and economic welfare of the inhabitants of the City of Syracuse in furtherance of the purposes of the Act;

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

(1) Based upon the representations made by the Company to the Agency, and the reasons presented by the Company in support of its request for the PILOT schedule, the Agency hereby approves and the (Vice) Chairman and Secretary, acting individually, are each authorized to execute and deliver a PILOT agreement (the "**PILOT Agreement**") providing for the payment schedule attached as **Exhibit "A"** hereto, all in such form and substance as shall be substantially the same as approved by the Agency for other similar transactions and consistent with this Resolution and as approved by the Chairman or Vice Chairman of the Agency upon the advice of counsel to the Agency.

(2) The Chairman, Vice Chairman and any authorized representative of the Agency, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified 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 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 a PILOT Agreement and the Agreement (as defined in the Inducement Resolution) and all other resolutions and other related documents adopted and/or approved by the Agency 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>
William Ryan	X	
Donald Schoenwald	X	
Steven Thompson	X	
Kenneth Kinsey	X	

The foregoing Resolution was thereupon declared duly adopted.

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

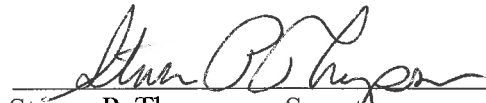
I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “**Agency**”) held on December 20, 2016, with the original thereof 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), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency this 20th day of December, 2016.

City of Syracuse Industrial Development Agency



Steven P. Thompson, Secretary

(SEAL)

EXHIBIT "A"

PROPOSED PILOT SCHEDULE

<i>Year</i>	<i>Amount</i>
1	\$102,526.62
2	\$104,577.15
3	\$106,668.70
4	\$108,802.07
5	\$110,978.11
6	\$113,197.67
7	\$115,461.63
8	\$171,454.37
9	\$229,640.64
10	\$290,085.78
Total	\$1,453,392.74

EXHIBIT "J"

FINAL APPROVING RESOLUTION

FINAL APPROVING RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on December 20, 2016 at 8:30 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

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

PRESENT: William Ryan, Donald Schoenwald, Esq., Steven Thompson, Kenneth Kinsey

EXCUSED: Catherine Richardson, Esq.

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Honora Spillane, Judith DeLaney, Meghan Ryan, Esq., Susan Katzoff, Esq., John Vavonese, Meghan Ryan, Esq.; Others: Barry Lentz, Paul Curtin, Carol Zenzel, Esq., Timothy Lynn, Esq., Donna Harris, Leann West, Aggie Lane, Michael Wicker, James Trasher, Mark Riley, Rich Punchanski, David Delvecchio, Ed Riley, Richard Engel, Esq., Alex Marion; Media Present: Rick Moriarty

The following resolution was offered by Donald Schoenwald and seconded by Kenneth Kinsey:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A COMMERCIAL PROJECT UNDERTAKEN AT THE REQUEST OF THE COMPANY

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

WHEREAS, Maguire Family Limited Partnership, directly and with its affiliates, subsidiaries and/or entities to be formed (collectively, the "**Company**"), by application dated June 13, 2016 (the "**Application**"), requested that the Agency undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in

approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the “**Land**”); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the “**Facility**”); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the “**Equipment**” and together with the Land and the Facility, the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company’s affiliate, 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 July 19, 2016 (the “**SEQRA Lead Agency Resolution**”) entitled:

RESOLUTION CLASSIFYING A CERTAIN PROJECT AS A TYPE I ACTION AND DECLARING THE INTENT OF THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY TO BE LEAD AGENCY FOR PURPOSES OF A COORDINATED REVIEW PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT

which resolution is in full force and effect and has not been amended or modified; and

WHEREAS, the Agency adopted a resolution on December 20, 2016 (the “**SEQRA Resolution**”) entitled:

RESOLUTION DETERMINING THAT THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A CERTAIN PROJECT AT THE REQUEST OF MAGUIRE FAMILY LIMITED PARTNERSHIP WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT

which resolution is in full force and effect and has not been amended or modified; and

WHEREAS, the Agency adopted a resolution on December 20, 2016 (the “**Inducement**”

Resolution") entitled:

RESOLUTION AUTHORIZING THE UNDERTAKING, THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF A COMMERCIAL FACILITY; 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 December 20, 2016 (the "*PILOT Resolution*") entitled:

RESOLUTION APPROVING AN PAYMENT IN LIEU OF TAX SCHEDULE AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A PILOT AGREEMENT

which resolution is in full force and effect and has not been amended or modified; and

WHEREAS, the Company has advised that it intends to execute and delivery to the Agency the Lease Documents (as defined herein) prior to the execution and delivery of any note and mortgage to finance the construction of the Project Facility as required by its lender (and together with all other necessary documents, collectively, the "*Loan Agreements*"). Notwithstanding, the Company has advised its intent to execute and deliver the Loan Agreements within six (6) months of the execution and delivery of the Lease Documents.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

Section 1. Based upon the representations made by the Company to the Agency and after consideration of the comments received at the public hearing, if any, the Agency hereby ratifies all of its prior resolutions adopted in conjunction with the Project, including but not limited to the SEQRA Lead Agency Resolution, the SEQRA Resolution, the Inducement Resolution, 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 Financial Assistance and the designation of the Company as the Agency's agent for completion of the Project will be an inducement to, and permit, the Company to develop and operate the Project Facility in the City of Syracuse, thus serving the public purposes of Article 18-A of the General Municipal Law of New York State by promoting and preserving the job opportunities, general prosperity, health and economic welfare of the inhabitants of the City of Syracuse (the "**City**") in furtherance of the purposes of the Act.

(b) The Project will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act.

(c) The commitment of the Agency to provide Financial Assistance to the Company will enable and induce the Company to construct, renovate, equip and complete the Project Facility.

(d) The acquisition, reconstruction, renovation, equipping and completion of the Project Facility and the attendant promotion of the local economy will advance the job opportunities, health, prosperity and economic welfare of the people of the City and the granting of the Financial Assistance is a necessary component to the financing of the Project.

(e) The Project Facility constitutes a "project" within the meaning of the Act.

(f) It is desirable and in the public interest for the Agency to grant Financial Assistance in connection with the Project.

Section 2. It is the policy of the State to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. The Project will serve the public purposes of Article 18-A of the General Municipal Law of the State of New York by advancing job opportunities and promoting economic development.

Section 3. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

Section 4. Subject to the conditions set forth in this and prior resolutions adopted by the Agency, the Project Agreement, and the Agreement (each as defined in the Inducement Resolution), the Agency will: (A) acquire a controlling interest in the Project Facility; (B) lease the Land and Facility from the Company pursuant to a lease agreement

between the Agency and the Company (the “*Company Lease*”); acquire an interest in the Equipment pursuant to a bill of sale from the Company (the “*Bill of Sale*”); and sublease the Project Facility to the Company pursuant to a sublease agreement (the “*Agency Lease*”); (C) secure the Company’s borrowings with respect to the Project Facility by joining in one or more construction or permanent mortgages on the Project Facility in favor of the Company’s lenders(s); (D) provide the approved Financial Assistance; and (E) execute and deliver any other documents necessary to effectuate the actions contemplated by and consistent with this Resolution upon the advice of counsel to the Agency. The Agency hereby approves the execution and delivery of the Loan Agreements without further request or approval, provided same comply with the terms hereof; and provided further that the Loan Agreements are executed and delivered, and all associated fees and costs of the Agency are paid with respect thereto, within six (6) months from the date of the Lease Documents (as defined herein).

Section 5. The Chairman, Vice Chairman and any authorized representative of the Agency, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified in Section 4 of this Resolution and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred to in Section 4 of this Resolution and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution.

Section 6. The Agency’s participation in any of the documents referenced herein, or the granting of the approved Financial Assistance, is contingent upon counsel for the Agency’s review and the Chairman or Vice Chairman’s approval, and the execution and delivery thereof by the Company, of all documents requested or required by the Agency in connection with the Project Facility, and all other documents required by the Agency to effectuate the intent of this Resolution and as required in similar transactions, including but not limited to the Company Lease and the Agency Lease (collectively, the “*Lease Documents*”).

Section 7. No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

Section 8. Counsel to the Agency is hereby authorized to work with the Company and others to prepare, for submission to the Chairman and/or Vice Chairman, all documents necessary to effect the undertaking of the Project and the grant of Financial Assistance in connection with the Project.

Section 9. The approvals provided for herein are contingent upon the Company's payment of all of the Agency's fees and costs, including but not limited to attorneys fees.

Section 10. The Secretary and/or Executive Director of the Agency is hereby authorized to distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 11. This Resolution shall take effect immediately. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>
William Ryan	X	
Donald Schoenwald, Esq.	X	
Steven Thompson	X	
Kenneth Kinsey	X	

The foregoing Resolution was thereupon declared duly adopted.

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


I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “**Agency**”) held on December 20, 2016, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency this 20th day of December, 2016.

City of Syracuse Industrial Development Agency



Steven P. Thompson, Secretary

(SEAL)

18

**GENERAL CERTIFICATE OF
MAGUIRE FAMILY LIMITED PARTNERSHIP**

This certificate is made in connection with the execution by **MAGUIRE FAMILY LIMITED PARTNERSHIP**, a Delaware limited partnership authorized to conduct business in the State of New York, with offices at 504 South Meadow Street, Ithaca, New York 14850 (the "**Company**") of the Project Agreement, the Company Lease, the Agency Lease, the Environmental Compliance and Indemnification Agreement and any other document now or hereafter executed by the Company in connection with the City of Syracuse Industrial Development Agency (the "**Agency**") agreeing, at the Company's request, to undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the "**Land**"); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto ; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company's affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

The Company is the current fee owner of 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, "**Parcels 1**") and the Company, or one of its affiliates, is the owner of the Equipment, and upon completion will be the fee owner of the Facility. On or before February 1, 2017, the Company shall be the fee owner of 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, each located in the City of Syracuse, New York (collectively, "**Parcels 2**" and together with Parcels 1, comprise the Land).

Maguire DRS LLC (the "**LLC**"), an affiliate of the Company, leases 959 Hiawatha Boulevard West, Syracuse, NY pursuant to a long term ground lease dated September 9, 2009 between Boukair Realty LLC and the LLC (the "**Ground Lease**"). The LLC has been operating a car dealership at 959 Hiawatha Boulevard West, Syracuse, NY since July 1, 2016. Under the

terms of the Ground Lease, the LLC has exercised its option to purchase the property located at 959 Hiawatha Boulevard West, Syracuse, NY and has further assigned that right to the Company.

Any and all inventory and equipment located at the 959 Hiawatha Boulevard West, Syracuse, NY dealership upon acquisition will be subject to the Bill of Sale and be purchased as an agent of the Agency for the purpose of completing the Project.

The Company will lease the Land and Facility to the Agency pursuant to a Company Lease Agreement dated as of December 1, 2016 (the "*Company Lease*") and transfer, or cause its affiliate to transfer, its interest in the Equipment to the Agency pursuant to a bill of sale dated as of December 1, 2016 (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 December 1, 2016 (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 Certificate of Partnership Company and any amendments thereto filed with the Delaware State Secretary of State, which Certificate is in full force and effect on the date hereof.

2. Attached hereto as **Exhibit "B"** is a true, correct and complete copy of the Company's Partnership Agreement, and any amendments thereto, and such Partnership Agreement, as may have been amended, is in full force and effect on the date hereof.

3. The Company is, and at all times will be, a limited partnership, duly organized, validly existing and in good standing under the laws of the State of Delaware and authorized and licensed under the laws of New York State to transact business as a limited partnership for the purpose of owning and operating the Project Facility in the State of New York. Attached hereto as **Exhibit "C"** is a true and correct copy of Certificates of Good Standing of the Company issued by the Delaware State Secretary of State and the New York State Secretary of State.

4. The Company has full legal right, power and authority to execute and deliver the Company Documents and to consummate the transactions on the part of the Company contemplated by the Company Documents. The Company Documents have been duly authorized, executed, and delivered by Philip J. Maguire on behalf of the Company and are in full force and effect as of the date hereof. Attached hereto as **Exhibit "D"** is a true, correct and complete copy of the authorizing resolution of the Company (the "*Resolution*") in respect of the execution, delivery and performance of the Company Documents.

5. The Company understands and agrees that, unless a written waiver is first obtained from the Agency, the Company and its Additional Agents shall utilize local labor, contractors and suppliers for the construction, renovation, reconstruction and equipping of the Project Facility. The term “*local*” shall mean Onondaga, Oswego, Madison, Cayuga and Cortland Counties. The Company further understands and agrees that failure to comply with these local labor requirements may result in the revocation or recapture of benefits provided/approved to the Project by the Agency. In furtherance thereof, Appendix I to the Agency’s Application entitled “Local Access Agreement” has been completed and is attached hereto as **Exhibit “E”**.

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

7. All consents, approvals, authorizations or orders of, notices to, or filings, registrations or declarations with or under, the Ground Lease, any court or governmental authority, board, agency, commission or body having jurisdiction which are required on behalf of the Company or for the execution and delivery by the Company of the Company Documents or the consummation on the part of the Company of the transactions contemplated thereby have been obtained.

8. After performing due diligence, there is no legal action, suit, proceeding, inquiry or investigation at law or in equity (before or by any court, agency, arbitrator, public board or body or other entity or person) pending or threatened against or affecting the Company or, to the knowledge of the Company, any basis therefor: (i) in any way affecting the organization, existence or good standing of the Company; (ii) contesting or materially affecting the validity or enforceability of the Company Documents; (iii) contesting the powers of the Company or its authority with respect to the Company Documents; (iv) contesting the authority of the Company to act on behalf of the Company or the authority of the representatives of the Company to act on behalf of the Company; (v) wherein an unfavorable decision, ruling or finding would have a material adverse effect on: (A) the financial condition or operations of the Company; or (B) the consummation on the part of the Company of the transactions contemplated by any Company Documents.

9. The execution and delivery by the Company of the Company Documents and the consummation by the Company of the transactions contemplated thereby are not prohibited by, do not violate any provision of, and will not result in a breach of or default under: (i) the organizational documents of the Company; (ii) any applicable law, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental body or other requirement to which the Company is subject; or (iii) any contract, the Ground Lease, agreement, mortgage, lease, guaranty, commitment or other obligation or instrument to which the Company is a party or by which the Company or its properties is bound.

10. All information concerning the Project Facility and the Company submitted to the Agency and any Mortgagee by the Company is true and correct in all material respects and does not omit to state a material fact necessary to make the statements therein not misleading.

11. Assuming the valid authorization, execution and delivery of the Agency Lease and the other Company Documents by the other parties thereto, the Agency Lease and the other Company Documents are the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity. No default by the Company or, to the best of knowledge of the undersigned, no event of default on the part of any other party to the Company Documents has occurred or is continuing and no event has occurred which, with the giving of notice or passage of time or both, would be such an event of default. The Company has duly authorized the taking of and has taken all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Company Documents.

12. All permits (including building permits), licenses and authorizations necessary for the construction, ownership and operation of the Project in the manner contemplated by each of the Company Documents have been obtained or will be obtained, and said construction, ownership and operation will not, to the best knowledge of the Company, conflict with any zoning or similar ordinance applicable to the Project. To the best of the Company's knowledge, the Project conforms to all material environmental regulations.

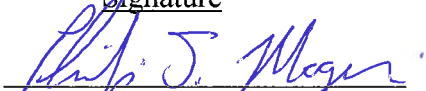
13. There is no Event of Default or default on the part of the Company under the Company Lease, the Agency Lease, the Environmental Compliance and Indemnification Agreement or any other Company Document, and no event has occurred and is continuing which, after notice or passage of time or both, would give rise to a default under any thereof.

14. The Company Lease, the Agency Lease, the Environmental Compliance and Indemnification Agreement and the other Company Documents are in full force and effect and the Company has not assigned or pledged any of its rights under these documents.

15. The Company acknowledges and restates all of the obligations, representations and covenants in Sections 2.2, 8.12, 11.12 and 11.14 of the Agency Lease and incorporates same herein by reference as if fully set forth herein.

16. The Company further acknowledges its obligation under Section 8.5 of the Agency Lease to provide the additional information as set forth therein and agrees to same.

17. The authorized representatives of the Company who, pursuant to the Resolution, are authorized to execute the Company Documents and the office held by each person are as set forth below. The signature set opposite the name of such officer, if any, is a genuine specimen of such officer's signature:

<u>Name</u>	<u>Signature</u>	<u>Office/Title</u>
<u>Philip J. Maguire</u>		<u>Member</u>

18. The Company represents and warrants that it has no employees and therefore is not now required to carry worker's compensation insurance. The Company represents and acknowledges that in the event it hires any employees in the future, it has an obligation pursuant to the Agency Lease to obtain worker's compensation insurance and provide proof of same to the Agency.

19. The Company further represents and warrants that none of Parcels 1 are improved and no construction is slated to commence until after the SIDA's Second Closing Date (as defined in the Agency Lease) and therefore the Company does not currently have builder's risk or property insurance coverage. However, the Company acknowledges that on or before SIDA's Second Closing Date, it will obtain and produce proof of builder's risk and property insurance naming the Agency as an additional insured in accordance with the terms of the Agency Lease.

IN WITNESS WHEREOF, I have set my hand and signature as officer of the Company as of December 1, 2016.

MAGUIRE FAMILY LIMITED PARTNERSHIP

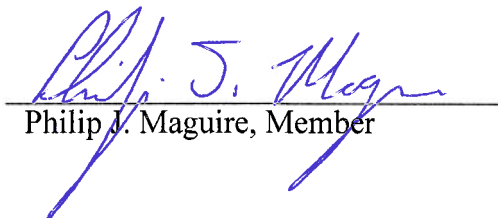
By: 
Philip J. Maguire, Member

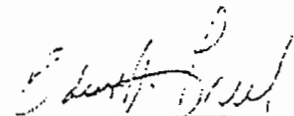
EXHIBIT "A"

CERTIFICATE OF LIMITED PARTNERSHIP

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF LIMITED PARTNERSHIP OF "MAGUIRE FAMILY LIMITED PARTNERSHIP", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1997, AT 9 O'CLOCK A.M.





Edward J. Freel, Secretary of State

2857820 8100
981000116

AUTHENTICATION: 8915271
DATE: 02-11-98

CERTIFICATE OF LIMITED PARTNERSHIP
of
MAGUIRE FAMILY LIMITED PARTNERSHIP

Under Title 6, Section 17-201 of the Delaware Code on Limited Partnerships

The undersigned hereby certify

1. The name of the Limited Partnership is MAGUIRE FAMILY LIMITED PARTNERSHIP

2. The Office of the Limited Partnership is to be located at 504 South Meadow Street, Ithaca, Tompkins County, New York.

3. The registered office and the registered agent for service of process shall be: Corporation Service Company, 1013 Centre Road, Wilmington, DE 19805

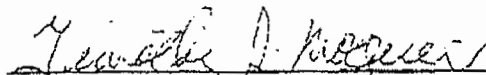
4. The name and the street address of each general partner is as follows:

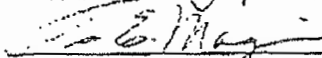
TIMOTHY J. MAGUIRE
504 South Meadow Street
Ithaca, New York 14850

FRANCES E. MAGUIRE
Route 96, Box 610
Trumansburg, NY 14886

5. The latest date upon which the Limited Partnership is to dissolve is December 31, 2050.

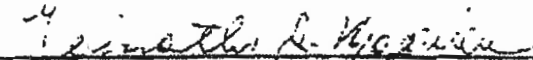
IN WITNESS WHEREOF, the undersigned, consisting of all of the General Partners of the Limited Partnership, have executed this Certificate of Limited Partnership this 31 day of December, 1997, and affirm the statements contained herein as true under penalties of perjury


TIMOTHY J. MAGUIRE, General Partner

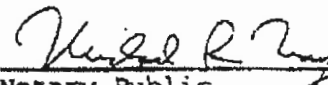

FRANCES E. MAGUIRE, General Partner

STATE OF NEW YORK)
) SS:
COUNTY OF TOMPKINS)

TIMOTHY J. MAGUIRE and FRANCES E. MAGUIRE, being duly sworn, depose and say that deponents are the General Partners of the MAGUIRE FAMILY LIMITED PARTNERSHIP; that deponents have read the foregoing Certificate of Limited Partnership and know the contents thereof; that the same is true to deponents' own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponents believe it to be true.


TIMOTHY J. MAGUIRE

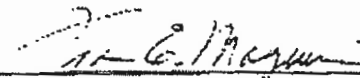
Sworn to before me this
31 day of December, 1997.


Notary Public

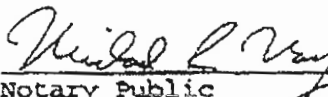
MICHAEL R. MAY
Notary Public, State of New York
No. 4329884
Qualified in Tompkins County
My Commission Expires July 31, 1997

STATE OF NEW YORK)
) SS:
COUNTY OF TOMPKINS)

TIMOTHY J. MAGUIRE and FRANCES E. MAGUIRE, being duly sworn, depose and say that deponents are the General Partners of the MAGUIRE FAMILY LIMITED PARTNERSHIP; that deponents have read the foregoing Certificate of Limited Partnership and know the contents thereof; that the same is true to deponents' own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponents believe it to be true.


FRANCES E. MAGUIRE

Sworn to before me this
31 day of December, 1997.


Notary Public

MICHAEL R. MAY
Notary Public, State of New York
No. 4329884
Qualified in Tompkins County
My Commission Expires July 31, 1997

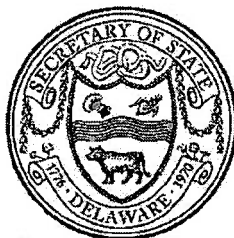
MICHAEL R. MAY
Notary Public, State of New York
No. 4329884
Qualified in Tompkins County
My Commission Expires July 31, 1997

Delaware

PAGE 1

The First State

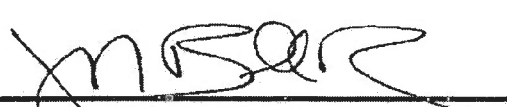
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "MAGUIRE FAMILY LIMITED PARTNERSHIP", FILED IN THIS OFFICE ON THE THIRD DAY OF JULY, A.D. 2013, AT 3:34 O'CLOCK P.M.



2857820 8100

130847865

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0563127

DATE: 07-03-13

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:34 PM 07/03/2013
FILED 03:34 PM 07/03/2013
SRV 130847865 - 2857820 FILE

**STATE OF DELAWARE
AMENDMENT TO THE CERTIFICATE OF
LIMITED PARTNERSHIP**

The undersigned, desiring to amend the Certificate of Limited Partnership pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is Maguire Family Limited Partnership

SECOND: Article 5 of the Certificate of Limited Partnership shall be amended as follows:

The term of the limited partnership shall be perpetual.

IN WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Limited Partnership on this 21 day of March, A.D. 2013.

By: Timothy J. Maguire
General Partner(s)

Name: Timothy J. Maguire
Print or Type

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
March 22, 2013.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

CSC 45
DRAW DOWN

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
41 State Street
Albany, NY 12231
www.dos.state.ny.us

080111000513

APPLICATION FOR AUTHORITY OF

MAGUIRE FAMILY LIMITED PARTNERSHIP
(Insert Name of Foreign Limited Partnership)

Under Section 121-902 of the Revised Limited Partnership Act

FIRST: The name of the foreign limited partnership is:
MAGUIRE FAMILY LIMITED PARTNERSHIP

If the name does not contain a required word or abbreviation indicating limited partnership character, the limited partnership agrees to add the word or abbreviation " " to the end of its name for use in this state.

(Do not complete this section unless the limited partnership's true name is not available for use pursuant to §121-102 of the Revised Limited Partnership Act.) The fictitious name the limited partnership agrees to use in New York State is:

SECOND: The jurisdiction of organization is: DELAWARE
The date of its organization is: DECEMBER 31, 1997

THIRD: The county within this state in which the office of the limited partnership is located is: TOMPKINS (A county in New York State must be stated. Please note that the limited partnership is not required to have an actual physical office in this state.)

FOURTH: The Secretary of State is designated as agent of the limited partnership upon whom process against it may be served. The address to which the Secretary of State shall mail a copy of such process is:
504 SOUTH MEADOW ST.
ITHACA, NY 14850

FIFTH: *(check appropriate box)*

The address of the office required to be maintained in the jurisdiction of organization is:

1013 CENTRE ROAD
WILMINGTON, DE 19805

No office is required to be maintained in the jurisdiction of organization. The address of the principal office of the limited partnership is:

SIXTH: The name and business or residence street address of all general partners are:

TIMOTHY J. MAGUIRE, 504 SOUTH MEADOW ST., ITHACA, NY 14850

FRANCIS E. MAGUIRE, 504 SOUTH MEADOW ST., ITHACA, NY 14850

SEVENTH: The limited partnership is in existence in its jurisdiction of organization.

EIGHTH: The name and address of the Secretary of State or other authorized official in its jurisdiction of organization where a copy of its certificate of limited partnership is filed is:

SECRETARY OF STATE OF DELAWARE, 401 FEDERAL ST., STE. 4, DOVER, DE 19901

X /s/ TIMOTHY J. MACUIRE
(Signature of General Partner)

TIMOTHY J. MAGUIRE
(Type or print name)

Please note: A certificate of existence or, if no such certificate is issued by the jurisdiction of formation, a certified copy of the restated certificate of limited partnership and all subsequent amendments thereto or, if no restated certificate has been filed, a certified copy of the certificate filed as its organizational basis and all amendments hereto, must be attached to the application for authority when submitted for filing. If such certificate or certified copy is in a foreign language, a translation in English thereto under oath of the translator shall be attached.

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MAGUIRE FAMILY LIMITED PARTNERSHIP" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TENTH DAY OF JANUARY, A.D. 2008.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "MAGUIRE FAMILY LIMITED PARTNERSHIP" WAS FORMED ON THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1997.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2857820 8300

080032858

AUTHENTICATION: 6302493

DATE: 01-10-08

CSC 45
DRAW DOWN

080111000513

APPLICATION FOR AUTHORITY
OF

MAGUIRE FAMILY LIMITED PARTNERSHIP

(Insert Name of Foreign Limited Partnership)

Under Section 121-902 of the Revised Limited Partnership Act

Filed by: ADAMS, THEISEN, MAY, MILLER & YEHL

(Name)

103 WEST SENECA STREET, 301 THE CLINTON HOUSE

(Mailing address)

ITHACA NY 14850

(City, State and Zip code)

CUSTOMER REF. #
392451 KXK

NOTE: This form was prepared by the New York State Department of State for filing an application for authority for a foreign limited partnership to conduct business in New York State. 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 purchase forms available at legal stationery stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. This application must be accompanied by a fee of \$200.

2008 JAN 11 PM 12:29
(For office use only.)

508

ICC

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED JAN 11 2008

TAX \$

BY: [Signature]

60:16 NY 11 NYC 8002

RECEIVED

080929000940

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
Albany, NY 12231
www.dos.state.ny.us

CERTIFICATE OF PUBLICATION
OF

Maguire Family Limited Partnership

Under Section 121-902 of the Partnership Law

The undersigned is the Attorney _____ of

Maguire Family Limited Partnership

If the name of the Partnership has changed, the name under which it was organized is:

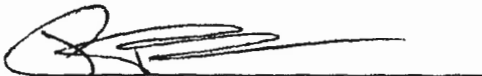
The published notices described in the annexed affidavits of publication contain all of the information required by Section 121-902 of the Partnership Law.

The newspapers described in such affidavits of publication satisfy the requirements set forth in the Partnership Law and the designation made by the county clerk.

I certify the foregoing statements to be true to the best of my knowledge and belief under penalties of perjury.

September 22, 2008

(Date)



(signature)

Peter J. Miller, Esq., as attorney-in-fact for
Timothy J. Maguire, a General Partner

(Type or Print Name)

his certificate must be signed by a member, manager, attorney-in-fact or authorized person.

DOS-1706 (6106)

080929000940

AFFIDAVIT OF PUBLICATION

Under Section 121-902 of the Partnership Law

State of New York, County of Tompkins ss:

The undersigned is the authorized designee of Monte Trammer the publisher of The Ithaca Journal a daily newspaper published in Ithaca, New York. A notice regarding Maguire Family Limited Partnership was published in said newspaper once in each week for six successive weeks commencing on 6/30/08 and ending on 8/4/08. The text of the notice as published in said newspaper is as set forth below, or in the annexed exhibit.

This newspaper has been designated by the Clerk of Tompkins County for this purpose.

Shirley A Card
Shirley A. Card

Subscribed and sworn to before me,

This 27 day of August 2008

Jean Ford
Notary Signature

JEAN FORD
Notary Public, State of New York
No. 4854410
Qualified in Tompkins County
Commission Expires May 31, 2011

Notary Stamp

Notice of
Filing of Application for Authority of
Maguire Family
Limited Partnership

The name of the foreign limited partnership is Maguire Family Limited Partnership (the "Company"). The date of filing of the Company's application for authority with the Secretary of State for the State of New York (the "SSNY") is January 11, 2008. The jurisdiction of the Company is the State of Delaware and its date of organization is December 31, 1997. The Company's office is located in Tompkins County, NY, and the street address of the principal business location is 504 South Meadow Street, Ithaca, NY 14850. The SSNY has been designated as agent of the Company upon whom process against it may be served and the post office address within this state to which the SSNY shall mail a copy of any process against it is the address set forth above. The name and address of the Company's registered agent is Corporation Service Company, 80 State St., Albany, NY 12207, and said agent is its agent upon whom process may be served. The address of the office required to be maintained in the State of Delaware is: 1013 Centre Road, Wilmington, DE 19805. The list of the names and business or residence addresses of all general partners is available from the SSNY. The name and address of the authorized officer in the State of Delaware where a copy of the Company's certificate of limited partnership is filed is: Secretary of State of Delaware, 401 Federal Street, Suite 4, Dover, DE 19901. The purpose of the Company is to engage in any activity authorized by New York State law.

6/30, 7/07, 7/14, 7/21, 7/28, 8/04/08

Affidavit of Publication

Under Section _____ of the Limited Liability Company Law

Under Section 121-902 of the Partnership Law

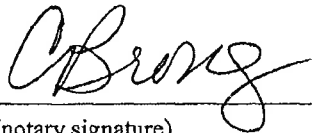
State of New York }
County of Tompkins } ss.:

The undersigned is the publisher of Trumansburg Free Press, a weekly newspaper published in Trumansburg, New York. A notice regarding Maquire Family Limited Partnership was published in said newspaper once in each week for six successive weeks, commencing on 7/2/08 and ending on 8/6/08. The text of the notice as published in said newspaper is as set forth below, or in the annexed exhibit. This newspaper has been designated by the Clerk of Tompkins County for this purpose.



James Bilinski

Subscribed and sworn to before me,
this 8 day of August 2008



(notary signature)

CYNTHIA J. BRONG
Notary Public, State of New York
No. 4910347
Qualified in Tompkins County 09
Term Expires November 2, _____

(notary stamp)

**NOTICE OF FILING OF
APPLICATION FOR
AUTHORITY**

of Maguire Family Limited Partnership

The name of the foreign limited partnership is Maguire Family Limited Partnership (the "Company"). The date of filing of the Company's application for authority with the Secretary of State for the State of New York (the "SSNY") is January 11, 2008. The jurisdiction of the Company is the State of Delaware and its date of organization is December 31, 1997. The Company's office is located in Tompkins County, NY, and the street address of the principal business location is 504 South Meadow Street, Ithaca, NY 14850. The SSNY has been designated as agent of the Company upon whom process against it may be served and the post office address within this state to which the SSNY shall mail a copy of any process against it is the address set forth above. The name and address of the Company's registered agent is Corporation Service Company, 80 State St., Albany, NY 12207, and said agent is its agent upon whom process may be served. The address of the office required to be maintained in the State of Delaware is: 1013 Centre Road, Wilmington, DE 19805. The list of the names and business or residence addresses of all general partners is available from the SSNY. The name and address of the authorized officer in the State of Delaware where a copy of the Company's certificate of limited partnership is filed is: Secretary of State of Delaware, 401 Federal Street, Suite 4, Dover, DE 19901. The purpose of the Company is to engage in any activity authorized by New York State law.

7/2-8/6 <ENDAD>

080929000940

CERTIFICATE OF PUBLICATION
OF

Maguire Family Limited Partnership
Under Section 121-902 of the Partnership Law

Filed by: Peter J. Miller, Esq.
Adams, Theisen, May, Miller & Yehl
103 W. Seneca Street
Ithaca, NY 14850

Note: This form was prepared by the New York State Department of State for filing a certificate of publication for a domestic limited liability company. You are not required to use this form. You may draft your own form or use forms available from legal stationery stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. This certificate of publication, with the affidavits of publication of the newspapers annexed thereto, must be submitted with a \$50 filing fee payable to the Department of State.

For DOS Use Only

STATE OF NEW YORK
DEPARTMENT OF STATE

SEP 29 2008

FILED
TAXS
BY: LMC

JUL 29 2008

1014

EXHIBIT "B"
PARTNERSHIP AGREEMENT

LIMITED PARTNERSHIP AGREEMENT

THIS AGREEMENT OF LIMITED PARTNERSHIP (the "Agreement") is made this 25th day of December, 1997, by and among TIMOTHY J. MAGUIRE and FRANCES E. MAGUIRE (the "General Partners"), and those persons who have subscribed hereto and are listed on Schedule A to this Agreement (sometimes individually a "Limited Partner", or collectively, the "Limited Partners") (the General Partners and the Limited Partners are sometimes collectively referred to as the "Partners"), and this Limited Partnership Agreement shall be known as the "MAGUIRE FAMILY LIMITED PARTNERSHIP".

WITNESSETH:

WHEREAS, the parties hereto desire to form a Limited Partnership (the "Partnership") pursuant to the Limited Partnership Act of the State of Delaware (the "Partnership Act") for the purposes and upon the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I
FORMATION

1.01 Formation: The General Partners and the Limited Partners hereby form and establish the Partnership pursuant to the Partnership Act. The General Partners shall take all actions required by law to maintain and operate the Partnership as a Limited Partnership under the Partnership Act.

1.02 Name. The name of the Partnership shall be *MAGUIRE FAMILY LIMITED PARTNERSHIP*.

1.03 Place of Business. The principal office and place of business shall be at 504 South Meadow Street, Ithaca, New York 14850, or at such other location as the General Partners may hereafter designate by notice to the Limited Partners. The Secretary of State is designated as agent of the Limited Partnership upon whom process against it may be served.

1.04 Business. The business and purposes of the Partnership shall be to engage in the management, investment, and reinvestment of real and personal property and such other business as the General Partners shall determine from time to time. Purposes shall also be to engage in all activities and transactions, as may be necessary or advisable to the carrying out the foregoing purposes, and to carry out any other activities in which a limited partnership may legally engage and to enhance the preparation of the Limited Partners to engage in the business of the Partnership.

1.05 Term of Partnership. The Partnership shall commence on the day hereof and shall continue until December 31, 2050 unless sooner terminated at a prior time in accordance with the provisions of this Agreement.

ARTICLE II
CONTRIBUTIONS - CAPITAL ACCOUNTS

2.01 Original Capital Contributions.

(a) A Limited Partner's partnership interest (the "Partnership Interest") shall be equal to a percentage determined by dividing his capital account (as hereinafter defined) by the aggregate capital accounts of all of the Limited Partners.

(b) The General Partners may make initially cash contributions to the capital of the Partnership. The other initial capital contribution of the General Partners shall be their interest in real estate known as 504 South Meadow Street, Ithaca, New York; Route 96, Trumansburg, New York; and 9688 Frontenac Road, Town of Covert, New York. The Partners agree that this property equally contributed by the General Partners has a fair market value (net of liabilities assumed or taken subject to by the Partnership to which such property is subject) of \$1,340,000.00. The interest of each Partner in the Partnership will be represented by partnership units. The number of partnership units allocated to the General Partners in exchange for the initial capital contributions shall be one thousand (1,000) partnership units. The units will be initially designated as follows: (1) ten (10) General Partnership Units and four hundred ninety (490) Limited Partnership Units owned by TIMOTHY J. MAGUIRE; and (2) ten (10) General Partnership Units and four hundred ninety (490) Limited Partnership Units owned by FRANCES E. MAGUIRE.

2.02 Additional Capital Contributions. No Partner shall be required or obligated to make any contribution in excess of his Original Capital Contribution and any additional capital contributions as to which he elects to make. (The Original Capital Contributions pursuant to Section 2.01, together with any additional capital contributions are sometimes collectively referred to as the "Capital Contributions".)

2.03 Capital Accounts.

(a) A Capital Account (the "Capital Account") shall be established for each Partner. A Partner's Capital Account shall be credited with the amounts of such Partner's original capital Contribution when received in cash or property by or on behalf of the Partnership and increased by (i) each Additional Capital Contribution made by such Partner and (ii) all items of Partnership Profits (hereinafter defined) allocated to such Partner pursuant to Section 3.01, and (iii) the amount of any Partnership liabilities assumed by the Partner or which are secured by any property distributed to such Partner, and decreased by (iv) all cash and the fair market value of property distributed to such Partner by the Partnership and (v) all items of Partnership Losses (hereinafter defined) allocated to such Partner pursuant to Section 3.01. Anything to the contrary contained herein notwithstanding, the Capital Accounts shall be maintained in accordance with the rules of Treasury Regulation Section 1.704-1(b)(2)(iv) as promulgated under the Internal Revenue Code of 1986, as amended (the "Code"). Any references in this Agreement to a Capital Account shall be deemed to refer to such Capital Account as the same may be increased or decreased from time to time.

(b) Profits and Losses. "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a).

2.04 Interest. No interest or additional share of profit shall be paid or credited to the Partners on their Capital Accounts, or on any undistributed profits or funds left on deposit with the Partnership. Nothing in this Section shall be construed to prevent or prohibit the payment of interest on account of loans made by any Partner to the Partnership pursuant to Section 2.06.

2.05 Withdrawal of Capital Contributions. Except as expressly provided otherwise in this Agreement, (i) no Partner shall have the right to withdraw or reduce his Capital Contribution, or to demand and receive property other than cash from the Partnership in return for his Capital Contribution; (ii) no Partner shall have priority over any other Partner as to the return of his Capital Contribution; and (iii) any return of Capital Contributions shall be solely from Partnership assets, and the General Partner shall not be personally liable for any such return.

2.06 Loans. Should the Partnership require monies in addition to monies obtained through Capital Contributions, it may borrow monies on such terms as then available, including the furnishing of security. Any such loan may be from a Partner (the "Partner's Loan"); provided that prior to any Limited Partner making a loan to the Partnership, the other Limited Partners shall be given the right to participate in the loan based upon their then Partnership Interests. A Partner's Loan shall not increase the Capital Account or the Partnership Interest of the lending Partner, but shall be a debt due to such Partner from the Partnership for which such Partner shall be treated as a creditor of the Partnership.

ARTICLE III

ALLOCATIONS, DISTRIBUTIONS

3.01 Allocations of Profits and Losses.

(a) Interests in Profits and Losses. For accounting and federal income tax purposes, all income, deductions, credits, gains and losses of the Partnership shall be allocated pro rata to the Partners based on their respective interest in the Partnership determined by dividing the capital account of each Partner by the aggregate then existing capital accounts. If a Partner acquires, sells or exchanges any Partnership Units during the taxable year, or if the aggregate interest of the Partners is altered (whether by entry of a new Partner or otherwise), the allocations shall be adjusted to take into account the varying interest of that Partner or Partners in the Partnership during the taxable year.

(b) Cash Distributions. The earnings and cash accumulations of the Partnership shall be distributed annually or at more frequent intervals, at times and in amounts as determined by the General Partners, and that earnings may be retained by the Partnership if the General Partners determine that such funds are required for the reasonable needs of the business. All distributions shall be allocated among the Partners in the same manner as set forth above at paragraph (a) in proportion to

the number of Partnership Units outstanding on the date of distribution, provided distributions to Partners who are delinquent in the payment of capital contributions shall first be offset against such delinquent contributions.

ARTICLE IV

THE GENERAL PARTNERS

4.01 Management. The management and control of the Partnership shall be vested exclusively in the General Partners, except as provided in this Agreement or in the Partnership Act. The General Partners shall have unlimited liability for the repayment and discharge of all debts and obligations of the Partnership.

4.02 Authority of General Partners. The General Partners shall have the power by themselves on behalf and in the business and name of the Partnership to carry out any and all of the purposes of the Partnership set forth in Section 1.04 herein, and to perform all acts and enter into and perform all contracts and other undertakings which they may deem necessary or advisable or incidental thereto, except as provided in this Agreement or in the Partnership Act, and to have and possess the same rights and powers as any general partner in a partnership without limited partners formed under the laws of the State of Delaware, including, without limitation, to:

(a) Purchase, hold, sell, exchange, receive and otherwise acquire and dispose of the properties of the Partnership;

(b) Open, maintain and close bank accounts and draw checks or other orders for payment of moneys;

(c) Borrow funds and pledge, mortgage, assign or otherwise hypothecate any property or assets of the Partnership, and to execute any and all instruments, renewals, modifications, and extensions relating thereto; and

(d) Act for and on behalf of the Partnership in all matters incidental to the foregoing.

4.03 Compensation. For their services in managing the Partnership, and separate from their participation in the profits of the Partnership, the General Partners shall receive a monthly management fee in the amount of \$4,762.00, payable in equal monthly installments and divided between the General Partners, or as they otherwise agree. In addition, the General Partners may incur such reasonable ordinary and necessary expenses on behalf of the Partnership and be reimbursed therefor as they may in their discretion deem necessary or appropriate for the conduct of Partnership affairs. The General Partners may adjust their management fee so that such fee constitutes reasonable compensation for services rendered to the Partnership by agreement of the General Partners and subject to applicable requirements of the Internal Revenue Code of 1986, as amended, and Title 6 of the Delaware Code.

4.04 Reliance by Third Parties. Persons dealing with the Partnership are entitled to rely conclusively upon the certificate of the General Partners to the effect that they are then acting as the General Partners

and upon the power and authority as herein set forth. Nothing herein contained shall impose any obligation on any bank, lessor, lessee, mortgagee, grantee or other person or firm doing business with the Partnership to inquire as to whether or not written approval of the Limited Partners has been obtained, and any lease, mortgage, deed, contract or other instrument executed by the General Partners as herein authorized shall be valid, sufficient and binding.

4.05 Activity of General Partner. The General Partners hereby agree to devote or to cause their principals or agents to devote such of its or their time as in its or their discretion shall be deemed necessary and sufficient for the management of the affairs of the Partnership. Nothing contained in this Section shall preclude the General Partners, nor any principal of the General Partners from engaging, consistent with the foregoing, and without accountability to the Partnership, in any other business venture or ventures of any nature and description, including, without limitation, the management, financing, ownership, syndication or development of other ventures similar to the Partnership, or from acting as a director or officer of any corporation, a trustee of any trust or a general partner of another limited partnership. Neither the Partnership nor the Limited Partners shall have any rights in or to such other business ventures or the income or profits derived therefrom by the principals of the General Partners by virtue of this Agreement.

4.06 Avoidance of Conflicts. The General Partners and their principals shall at all times act with integrity and good faith and exercise due diligence in all activities relating to the conduct of the business of the Partnership and in resolving conflicts of interest which may arise by reason of activities engaged in and to be engaged in by the principals of the General Partners, as described in Section 4.05 of this Agreement. The General Partners shall be under a fiduciary duty and obligation to conduct the affairs of the Partnership in the best interests of the Partnership, including the safekeeping and use of all Partnership funds and assets (whether or not in the immediate possession or control of the General Partners) and the use thereof for the benefit of the Partnership.

4.07 Exculpation. The General Partners shall not be liable, responsible or accountable in damages to the Limited Partners or the Partnership for any loss suffered by the Partnership unless such loss is caused by their gross negligence, fraud or willful misconduct. The General Partners may consult with counsel and accountants in respect of Partnership affairs and shall not be liable for errors in judgment or from any acts or omissions that do not constitute any of the foregoing.

4.08 Indemnification. The General Partners, and/or any individual, corporation, partnership or other entity who or which controls or is controlled by or is under common control with the General Partners, shall be indemnified and held harmless by the Partnership from and against any and all losses, liabilities and expenses arising from claims, demands, actions, suits or proceedings, either civil, criminal or administrative, in which any such person may be involved, as a party or otherwise, by reason of the management of the affairs of the Partnership, provided that no such indemnification shall occur for any conduct arising from such

person's gross negligence, fraud, or willful misconduct, or breach of this agreement. These rights of indemnification provided in this Section shall be in addition to any rights to which any such person may otherwise be entitled by contract or as a matter of law, and shall extend to any such person's successors, assigns, heirs and administrators.

ARTICLE V
LIMITED PARTNERS

5.01 No Authority. The Limited Partners shall have no part in the management of the Partnership, and shall have no authority to act on behalf of the Partnership in connection with any matter, except as provided in this Agreement or in the Partnership Act.

5.02 Liability of Partners. No Limited Partner shall be personally liable for the repayment and discharge of any debts and obligations of the Partnership in excess of the amount of his Capital Contribution, including the obligation to return in whole or in part any portion of his Capital Contribution previously received by him for the discharge of Partnership liabilities to all creditors who extended credit or whose claims arose prior to such return, except if such distribution to him was unlawful. Except to the extent provided in the immediately preceding sentence, the Limited Partners shall not have any liability for the debts and obligations of the Partnership or be obligated or required to make Additional Capital Contributions to the Partnership, other than in accordance with Section 2.02 herein.

5.03 Additional Limited Partners. The General Partners may permit persons to become additional Limited Partners pursuant to this Agreement. Upon admission, each such additional Limited Partner shall have the right and be subject to the obligations of the Limited Partners herein with respect to his or her Interest in the Partnership.

5.04 Other Activities. Any Limited Partner may engage in, or possess an interest in, other business ventures of every nature and description, independently or with others, whether or not such other enterprises shall be in competition with any activities of the Partnership; and neither the Partnership nor the General Partners shall have any right by virtue of this Agreement in and to such independent ventures or to the income or profits derived therefrom.

5.05 Voting. Except as otherwise specifically provided for herein or in the Partnership Act, any vote of the Limited Partners shall require the approval of Limited Partners holding at least a majority of the Partnership Interests outstanding at the record or other determining date for the vote. Limited Partners shall vote as a class according to their respective Partnership Interests.

5.06 Limited Partner's Separate Property. Any interest or increased value of an interest of a Limited Partner in the Partnership shall be separate property of that Limited Partner, not subject to equitable distribution or community property distribution in the event of a marital dissolution involving that Limited Partner.

ARTICLE VI

TRANSFER OR ASSIGNMENT OF PARTNERS' INTEREST

6.01 Assignment. Subject to the provisions of this Article VI, no Limited Partner shall sell, assign, encumber or transfer, nor offer to sell, assign, encumber or transfer, all or any part of his Interest in the Partnership without the prior written consent of the General Partners, subject to Section 6.05 herein.

6.02 Void Assignment. Any sale, assignment or other transfer by a Limited Partner of all or part of his Interest in the Partnership in contravention of any of the provisions of this Article VI shall be void and ineffectual, and shall not bind, or be recognized by the Partnership or any other party.

6.03 Substituted Limited Partner.

(a) A Limited Partner shall not have the right to substitute an assignee as a Limited Partner in his or her place. The General Partners shall, however, have the right in their sole discretion to permit such an assignee to become a Substituted Limited Partner. If granted, such permission by the General Partners shall be binding and conclusive without the consent or approval of the Limited Partners.

(b) Upon the admission of a Substituted Limited Partner, the Substituted Limited Partner, as a condition of receiving any Interest in the Partnership, shall execute such instrument or instruments as shall be required by the General Partners to signify the Substituted Limited Partner's agreement to be bound by all the provisions of this Agreement.

6.04 Effect of Assignment.

(a) Should any Limited Partner assign his Interest in the Partnership, he or she shall cease to be a Limited Partner of the Partnership and shall no longer have any rights or privileges of a Limited Partner except that, unless and until the assignee of such Limited Partner is admitted as a Substituted Limited Partner in accordance with the provisions of Section 6.03 herein, said assigning Limited Partner shall retain the statutory rights and obligations of an assignor limited partner under the Partnership Act.

(b) Any person who acquires in any manner whatsoever any Interest in the Partnership, irrespective of whether such person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the obligations of this Agreement that any predecessor in interest of such person was subject to or bound by.

6.05 Effect of Death, or Other Named Disability The death, incompetency or bankruptcy of a Limited Partner shall not dissolve or terminate the Partnership. In the event of such death, incompetency or bankruptcy, the executor, administrator, guardian, trustee or other personal representative (the "Representative") of the deceased, incompetent or bankrupt Limited Partner shall be deemed to be the assignee

of the Limited Partner's Interest and may become a Substituted Limited Partner upon the terms and conditions set forth in Section 6.03 herein.

6.06 No Withdrawal. The General Partners may not voluntarily withdraw as the general partners of the Partnership until the Limited Partners have received as distributions an amount equal to their Capital Contributions.

6.07 Transfer Restriction.

(a) No Partner may directly or indirectly transfer or encumber Partnership Units, except (i) as otherwise provided in this Article, or (ii) with the advance written consent of Partners owning fifty-five percent (55%) or more of the Partnership Units. Notwithstanding the foregoing, nothing herein shall prevent the transfer (outright, in trust, or otherwise) of (i) General Partnership Units to or for the benefit of the spouse and descendants of a General Partner, or (ii) Limited Partnership Units to or for the benefit of the descendants of a Limited Partner.

(b) The term "transfer" shall refer to any disposition of a Partnership Unit, whether voluntary or involuntary, including, but not limited to, sales, exchanges, gifts, assignments, pledges, and transfers to legal representatives or successors at death, incompetence, or dissolution.

6.08 Right of First Refusal. A Limited Partner may transfer Limited Partner Units if such Limited Partner complies with the following:

(a) The Limited Partner shall give written notice to the Partnership that he/she desires to sell his Limited Partnership Units. He shall attach to that notice the written offer of a prospective purchaser to buy the Limited Partnership Units. This offer shall be complete in all details of purchase price and terms of payment. The Limited Partner shall certify that the offer is genuine and in all respects what it purports to be.

(b) For thirty (30) days from the receipt of the written notice from the Limited Partner, the Partnership shall have the option to retire the Limited Partnership Units of the Limited Partner at the price and on the terms contained in the offer submitted by the Limited Partner. In the event that the Partnership establishes that the terms of the purported third-party offer are not genuine, then the Partnership shall have the option to retire the Limited Partnership Units of the Limited Partner at the price and on the terms that actually were contained in any such genuine offer.

(c) If the Partnership does not exercise the option to acquire the Limited Partner Units, then the Partners shall have the option for an additional ten (10) days to acquire the Limited Partner's Limited Partner Units at the price and on the terms contained in the offer submitted by the Limited Partner and determined to be genuine. If more than one Partner desires to exercise this option, then he/she shall purchase on a pro rata basis, according to the number of units owned by each exercising Partner. If neither the Partnership, nor any Partner, desire to purchase the Limited Partner Units of the Limited Partner, then the Limited Partner

shall be free to sell his/her Limited Partnership Units to the person, for the price, and on the terms contained in the offer that is genuine and submitted by the Limited Partner.

6.09 Further Restriction on Transferability. Notwithstanding the foregoing, each Limited Partner agrees that he/she will not transfer his/her Partnership Units without an opinion of counsel, concurred in by counsel for the Partnership, that no violation of any registration provisions of any federal or state securities law will result therefrom. In addition, as a condition precedent to the transfer, the transferee shall agree to be bound by all of the terms and conditions of this agreement. Consent of the General Partners is required for the assignee of Limited Partnership Units to be admitted to the Partnership as a substituted Limited Partner, with all rights of a Limited Partner hereunder, which consent may be withheld, and in the absence of such consent, the rights of such assignee shall be limited to the right to receive distributions as provided herein.

6.10 Option of the Partnership in the Event of Death of a Partner. In the event of the death of a Partner, the Partnership shall have the option of acquiring the deceased Partner's Partnership Units, including any Partnership Units derived by operation of law from such deceased Partner, within three (3) years after the deceased Partner's death, upon the following terms and conditions:

(a) This option may be exercised at any time during the 3-year period immediately following the death of a deceased Partner. If the decision is made to exercise the option, then it shall be exercised by giving written notice to the personal representative of the deceased Partner, or such other person or persons who are then the legal owners of the decedent's Partnership Units.

(b) The option price shall be calculated by multiplying the deceased Partner's percentage of outstanding Partnership Units times the net fair market value of the assets of the Partnership, and reducing the result by any unpaid assessments or other amounts owed to the Partnership by the deceased Partner. The term "net fair market value of the assets of the Partnership," shall mean the fair market value of the Partnership assets, less all liabilities of the Partnership, determined on the accrual method of accounting (including reasonable estimates for any contingencies), as of the end of the month immediately preceding the month in which the above notice is received.

(c) If the General Partners and the estate of the deceased Partner (or the party then holding legal title to such Partnership Units) cannot agree upon the fair market value of the Partnership assets within thirty (30) days after the delivery of the above notice, then the independent accountant or accounting firm then servicing the Partnership (or the managing Partner of the Partnership, if there is no such accountant or firm) shall select appropriate appraisers to appraise the assets of the Partnership, and the determination of said appraisers shall be final and binding on all parties.

(d) The determination of the liabilities of the Partnership and the amounts thereof (including reasonable estimates for contingencies) shall be made by the independent accountant or accounting firms then

servicing the Partnership, according to the accrual method of accounting and generally accepted accounting principles, and the determination of said firm shall be final and binding on all parties.

(e) The closing of the purchase and sale shall take place within thirty (30) days following the determination of the net fair market value of the Partnership assets. At the closing, the Partnership shall pay twenty percent (20%) of the purchase price, and the balance shall be paid pursuant to the terms of a Promissory Note providing for sixty (60) equal monthly installments, including interest at the rate of nine percent (9%) per annum. Said Note shall allow the Partnership the right of prepayment without penalty.

ARTICLE VII

BOOKS AND RECORDS

7.01 Fiscal year. The fiscal year of the Partnership shall be the calendar year, and such fiscal period shall be the taxable period of the Partnership for Federal income tax purposes unless otherwise agreed in writing by the parties.

7.02 Retention. At all times during the continuance of the Partnership, the General Partners shall cause to be kept full and true books of account of the business of the Partnership, in which shall be entered fully and accurately each transaction of the Partnership. All such books of account, together with an executed copy of the Certificate of Limited Partnership, and any amendments thereto, shall at all times be maintained at an office of the Partnership and shall be open to the inspection, examination and duplication by any Limited Partner or his representative at such time as may be mutually convenient to the General Partners and the requesting Limited Partner.

7.03 Reports. The General Partners shall cause the Partnership to send to each Limited Partner (annual reports of the Partnership, including a balance sheet and a profit and loss statement, within ninety (90) days after the close of each fiscal year of the Partnership, audited by an independent accountant or as the parties otherwise agree, as well as annual tax reports indicating the share for the Limited Partner of the net income, net loss and other relevant items of the Partnership for each such fiscal year for Federal, state and local income tax purposes, within sixty (60) days after the close of such fiscal year or as soon thereafter as possible, together with unaudited quarterly balance sheets and profit and loss statements within thirty (30) days after the close of each fiscal quarter and such other reports during the fiscal year as the General Partners in their discretion shall deem appropriate.

7.04 Tax Matters Partner. The Partners constitute and appoint the General Partners as the Tax Matters Partners, as that term is used in Sections 6221 through 6231 of the Code, and the General Partners hereby agree to serve as such.

ARTICLE VIII

TERMINATION

8.01 Termination. The Partnership shall be terminated and dissolved upon the occurrence of any of the following events:

(a) Adjudication of bankruptcy, dissolution or permitted withdrawal of the General Partners (provided that the General Partners may assign their interest to entities controlled by the present controlling persons of the General Partners), unless a successor General Partner has been appointed by all the Limited Partners within thirty (30) days of the foregoing event;

(b) The continued conduct of the Partnership business becoming unlawful;

(c) The vote by the General Partners and by the Limited Partners holding at least a majority of the Limited Partners' Interests to dissolve the Partnership;

(d) Upon the order of dissolution by a Court of competent jurisdiction or upon any recognized process of dissolution as provided for by the laws of the State of Delaware; or

(e) The expiration of the term of the Partnership.

8.02 Procedure. Upon the termination or dissolution of the Partnership, an accounting shall be made of the operations, from the date of the last previous accounting to the date of such termination. Thereupon, the General Partners, or such other persons as may be designated by the Partnership shall act as liquidating trustee and immediately proceed to wind up and terminate the business and affairs of the Partnership. Upon the termination or dissolution of the Partnership, the General Partners or such other liquidating trustee, as the case may be, shall after paying all liabilities, including providing for the cost of dissolution and reserves for unliquidated liabilities and the repayment of any outstanding Partner's Loans, shall distribute the remainder either in cash or kind to the Partners (or their representatives) first to the extent of the positive balances in their respective Capital Accounts (after such Capital Accounts are adjusted for allocations of Profits and Losses pursuant to Article III) until the Capital Account balances are reduced to zero, and then in accordance with their interests determined pursuant to Section 3.03. If in the discretion of the General Partners any assets of the Partnership are to be distributed in kind, such assets shall be distributed on the basis of the fair market value thereof (as determined by the General Partners using such reasonable methods of valuation as they deems appropriate) and any Partner entitled to any interest in such assets shall receive such interest therein as a tenant-in-common with all Partners so entitled.

ARTICLE IX

POWER OF ATTORNEY

9.01 Grant. Each Limited Partner, by signing this Agreement, irrevocably constitutes and appoints the General Partners to be his or her true and lawful attorney in fact in his name, place and stead, to make, execute, acknowledge or verify, and to deliver and file if necessary the following with respect to the Partnership:

(a) Any and all certificates or other instruments which may be required to be filed by the Partnership under any applicable state or

federal laws or which the General Partners deem advisable to file or record;

(b) Any and all documents or instruments considered by the General Partners as necessary or advisable in connection with accomplishing the business and purposes of the Partnership;

(c) Any and all documents which may be required or appropriate to effectuate the termination and dissolution of the Partnership; and

(d) Any and all amendments or modifications of the documents or instruments described in the preceding paragraphs (a) through (c).

9.02 Irrevocable. The foregoing grant of authority:

(a) Is a special power of attorney coupled with an interest, is irrevocable, and shall survive the death, bankruptcy, incompetency, insolvency or dissolution of any Limited Partner;

(b) May be exercised by the General Partners for any Limited Partner by a facsimile signature or by listing the Limited Partner as executing any instrument with its single signature as attorney-in-fact him; and

(c) Shall survive the delivery of an assignment by any Limited Partner of the whole or any portion of his Interest, except that where the transferee has been approved by the General Partners for admission to the Partnership as a Substituted Limited Partner, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling the General Partners to execute, acknowledge and file any instrument necessary to effect such substitution.

ARTICLE X

MISCELLANEOUS

10.01 Amendments to Agreement. The terms and provisions of this Agreement may be modified or amended at any time and from time to time with the written consent of the General Partners together with written consent of Limited Partners holding at least a majority of the Limited Partners' Interests, insofar as is consistent with the laws governing this Agreement; provided, however, that without the specific consent of the Partners affected thereby, no such modification or amendment shall (i) reduce the Capital Accounts of the Partners or the rights of withdrawal with respect thereto; (ii) change the respective liabilities of the General Partners and the Limited Partners; (iii) change the respective percentages of the profit and loss interests of the Partners or the receipt of Additional Capital Contributions; or (iv) amend this Section 10.01. The General Partners may without such notice to or prior consent from any Limited Partner, amend any provision of this Agreement from time to time (i) for the purpose of adding to the Agreement any further covenants, restrictions, deletions or provisions for the protection of the Limited Partners; (ii) to cure any ambiguity or to correct or supplement any provision contained herein; (iii) to make such other provision in regard to matters or questions arising under this Agreement which will not adversely affect the interests of the Limited Partners; or (iv) to elect to be subject to and to conform to amendments to the Partnership Act.

10.02 Notices. Any notice, request, or demand required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given or made if delivered personally or if sent postage prepaid by registered or certified mail, (i) in the case of the General Partners to 320 Pennsylvania Avenue, P.O. Box 610, Trumansburg, New York 14886; and (ii) in the case of the Limited Partners to their addresses opposite their respective names on Schedule A. Any Partner may change his or her address for notices by giving notice as provided herein, stating his or her new address, to the other Partners.

10.03 Entire Agreement. This Agreement constitutes the entire understanding of the General Partners and the Limited Partners with respect to the subject matter hereof, and supersedes all prior agreements and understandings. No modification or waiver of this Agreement, or any part hereof, shall be valid or effective unless in writing and signed by the party sought to be charged therewith; and no waiver of any breach or condition of this Agreement shall be deemed a waiver of any other or subsequent breach or condition, whether of like or different nature.

10.04 Severability. The invalidity, illegality or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision were omitted.

10.05 Captions and Gender. The captions of the Articles and Sections are for convenience and reference only, and are not to be construed in construing this Agreement. Whenever used herein, the singular number includes the plural, the plural includes the singular, and the use of any gender shall include all genders.

10.06 Law Governing. This Agreement and all rights and liabilities of the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware.

10.07 Successors and Assigns. Subject to the restrictions on transferability contained herein, this Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the Partners, both General and Limited, their respective legal representatives, heirs, successors and assigns.

10.08 Additional Instruments. Each Limited Partner hereby agrees upon request of the General Partners, to execute and deliver, from time to time, such other certificates or other documents and to perform such acts as the General Partners may reasonably request, for the purposes of the Partnership.

10.09 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Partnership.

10.10 Execution or Counterparts. This Agreement may be executed in any number by counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10.11 Minority of Any Limited Partner. Any Limited Partner under eighteen (18) years of age shall have a custodian acting for him or her

pursuant to the Uniform Transfers to Minors Act of the state of residence of such minor. In the absence of any different designation, JANET MAGUIRE will serve as such custodian with full power and authority to act hereunder as fiduciary for any such minor until the minor attains eighteen (18) years of age. Such fiduciary shall account to and act for the sole benefit of any such minor and the fiduciary's conduct shall be subject to judicial supervision. To the extent that any such minor is capable of managing his/her interests and participating as a Limited Partner, such responsibility may be fully exercised by such minor. Any interest held by a custodian or fiduciary of a minor shall be fully transferable to the minor, without an offer being made to the Partnership, when the minor reaches the age of majority.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Limited Partnership as of the date set opposite their signature.

Date: <u>12/25</u> , 1997	<u>Timothy J. Maguire</u> TIMOTHY J. MAGUIRE, General Partner
Date: <u>12/25</u> , 1997	<u>F. E. Maguire</u> FRANCES E. MAGUIRE, General Partner
Date: <u>12/25</u> , 1997	<u>Paula Maguire</u> PAULA MAGUIRE, Limited Partner
Date: <u>12/25</u> , 1997	<u>Janet Maguire</u> JANET MAGUIRE, Limited Partner
Date: <u>12/25</u> , 1997	<u>Philip Maguire</u> PHILIP MAGUIRE, Limited Partner
Date: <u>12/25</u> , 1997	<u>Katherine A. Maguire</u> KATHERINE MAGUIRE, Limited Partner

STATE OF NEW YORK)
) SS:
COUNTY OF TOMPKINS)

On the 25th day of December in the year 1997, before me, the undersigned, a notary public in and for said state, personally appeared TIMOTHY J. MAGUIRE, 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.

Dianne M. White
DIANNE M. WHITE
Notary Public - N.Y.
No. # 4317856
My Commission Expires 12/31/98
Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF TOMPKINS)

On the 25th day of December in the year 1997, before me, the undersigned, a notary public in and for said state, personally appeared FRANCES E. MAGUIRE, 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.

Dianne M. White
DIANNE M. WHITE
Notary Public - N.Y.
No. # 4317856
My Commission Expires 12/31/98
Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF TOMPKINS)

On the 25th day of December in the year 1997, before me, the undersigned, a notary public in and for said state, personally appeared PAULA MAGUIRE, 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.

Dianne M. White
DIANNE M. WHITE
Notary Public - N.Y.
No. # 4317856
My Commission Expires 12/31/98
Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF TOMPKINS)

On the 25th day of December in the year 1997, before me, the undersigned, a notary public in and for said state, personally appeared JANET MAGUIRE, 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.

Dianne M White
DIANNE M WHITE
Notary Public - New York
No. # 48178C
My Commission Expires 12/31/98
Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF TOMPKINS)

On the 25th day of December in the year 1997, before me, the undersigned, a notary public in and for said state, personally appeared PHILIP MAGUIRE, 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.

Dianne M White
DIANNE M WHITE
Notary Public - New York
No. # 48178C
My Commission Expires 12/31/98
Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF TOMPKINS)

On the 25th day of December in the year 1997, before me, the undersigned, a notary public in and for said state, personally appeared KATHERINE MAGUIRE, 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.

Dianne M White
DIANNE M WHITE
Notary Public - New York
No. # 48178C
My Commission Expires 12/31/98
Notary Public

EXHIBIT "C"

**CERTIFICATE OF GOOD STANDING
(DELAWARE AND NEW YORK)**

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MAGUIRE FAMILY LIMITED PARTNERSHIP" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTEENTH DAY OF DECEMBER, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "MAGUIRE FAMILY LIMITED PARTNERSHIP" WAS FORMED ON THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1997.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



2857820 8300

SR# 20167080582

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203513818

Date: 12-14-16

State of New York
Department of State } **ss:**

I hereby certify, that MAGUIRE FAMILY LIMITED PARTNERSHIP a DELAWARE Limited Partnership, filed an Application for Authority pursuant to the Partnership Law, on 01/11/2008, and so far as shown by the records of this Department is authorized to do business under the Laws of the State of New York.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 13th day of December
two thousand and sixteen.*

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

Brendan W. Fitzgerald
Executive Deputy Secretary of State

EXHIBIT "D"
RESOLUTION

UNANIMOUS WRITTEN CONSENT OF GENERAL PARTNERS
(Maguire Family Limited Partnership)

TIMOTHY J. MAGUIRE and FRANCES E. MAGUIRE, each a "General Partner" and collectively being all the General Partners of Maguire Family Limited Partnership, a Delaware limited partnership (the "Company"), and, as such, being all those entitled to vote on the matters addressed herein, by their execution below of this Unanimous Written Consent of General Partners, evidence their consent to and authorization of the Company to take the following action:

1. The Company shall acquire for redevelopment the real property and improvements (collectively, the "Property") located in the City of Syracuse, Onondaga County, New York, commonly referred to with the following addresses and tax map numbers:

- a. 406-10 State Fair Boulevard; Tax Map Number 108.1-02-40.01
- b. 959 Hiawatha Boulevard West; Tax Map Number 108.1-02-43.1
- c. 1027 Hiawatha Boulevard West; Tax Map Number 108.1-04-02.0
- d. 401 State Fair Boulevard; Tax Map Number 108.1-01-03.0
- e. 403 State Fair Boulevard; Tax Map Number 108.1-01-02.0
- f. 101 Rusin Avenue; Tax Map Number 108.1-01-04.01
- g. 103 Rusin Avenue & Harbor Street; Tax Map Number 108.1-04-04.1

2. The Company made application to the Syracuse Industrial Development Agency ("SIDA") seeking economic assistance with the redevelopment and construction of the Property, which application SIDA approved. In furtherance of its receipt of such economic assistance from SIDA, the Company will enter into such agreements with SIDA upon such terms and conditions as the General Partners deem appropriate including, without limitation: (a) a company lease agreement, (b) an agency lease agreement, (c) a project agreement, lease/leaseback agreement, (d) a local access agreement, and (e) environmental compliance agreement (collectively, together with any and all related agreements and documents, the "SIDA Documents").

3. The Company hereby authorizes Philip J. Maguire, individually and without the need of any other individual, to execute any and all of the SIDA Documents. The execution and delivery of the same by Philip J. Maguire is the enforceable and binding act and obligation of the Company.

4. The Company authorizes Philip J. Maguire, individually and without the need of any other individual, to execute any and all such other and further documents, and to take any such other and further actions as deemed necessary to consummate the actions contemplated herein. The execution and delivery of any such documents by Philip J. Maguire is the enforceable and binding act and obligation of the Company.

5. The Company hereby approves, ratifies, and certifies any and all actions heretofore taken by the Company or Philip J. Maguire, individually, and/or all other authorized agents on behalf of the Company in furtherance of the actions contemplated herein.

6. The Company authorizes the execution of this Unanimous Written Consent of General Partners in any number of counterparts, all of which, when taken together, constitute one consent binding on all parties.

IN WITNESS WHEREOF, the General Partners executed this Unanimous Written Consent of General Partners as of the 19th day of December 2016.

GENERAL PARTNERS:



Timothy J. Maguire



Frances E. Maguire

EXHIBIT "E"
LOCAL ACCESS AGREEMENT

**City of Syracuse
Industrial Development Agency**

Local Access Agreement

Maguire Family Limited Partnership (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	Maguire Family Limited Partnership	General Contractor	TBD
Representative for Contract Bids and Awards	Thomas M. Schickel Schickel Architecture	Contact	
Address	330 East State Street	Address	
City	Ithaca ST NY Zip 14850	City	ST Zip
Phone	607.277.0845 Fax 607.277.2925	Phone	Fax
Email	tms@schickel.com	Email	
Project Address	406-10 State Fair Blvd 959 Hiawatha Blvd West	Construction Start Date	
City	Syracuse ST NY Zip 13204	Occupancy Date	

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

Item	Estimated Value	Bid Date	Contact
Site work/Demolition	2,450,880		
Foundation and footings	1,350,216		
Building			
Masonry	243,648		
Metals	1,299,456		
Wood/casework	558,360		
Thermal/moisture proof	761,400		
Doors, windows, glazing	1,621,280		
Finishes	1,350,216		
Electrical	1,177,632		
HVAC	1,137,024		
Plumbing	700,488		
Specialties	152,280		
Machinery & Equipment	1,328,000		
Furniture and Fixtures	225,000		
Utilities	532,800		
Paving			
Landscaping			
Other (identify)			

This line includes 1,000,000 for existing equipment inventory purchased at Dodge Plaza, so it won't be bid.

Date: _____

Company: Maguire Family Limited Partnership

Signature: _____

Name: Philip J. Maguire

To account for increased building size. The sum of these items has been increased from 8,460,000 to 10,152,000

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December 29, 2016

City of Syracuse Industrial Development Agency
City Hall Commons, 7th Floor
201 East Washington Street
Syracuse, New York 13202

Maguire Family Limited Partnership
504 South Meadow Street
Ithaca, New York 14850

Re: City of Syracuse Industrial Development Agency
Lease/Leaseback Transaction
Maguire Syracuse 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 Maguire Family Limited Partnership (the “**Company**”) consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York (“**Parcels 2**”); and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (“**Parcels 1**” and together with Parcels 2, collectively, the “**Land**”); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto ; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the “**Facility**”); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the “**Equipment**” and together with the Land and the Facility, the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the

acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company's affiliate, 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 grant certain Financial Assistance to the Project. The Agency and the Company anticipate entering into a Payment in Lieu of Taxes Agreement (the "*PILOT Agreement*") with respect to the Project. However, the PILOT Agreement will not be executed until SIDA's Second Closing Date (as defined in the Agency Lease). 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.
2. The Agency is duly authorized and empowered by law to acquire, construct, reconstruct, renovate and equip the Project, to lease Parcels 1 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 Parcels 1, the Equipment and the Facility back to the Company pursuant to the Agency Lease and to appoint the Company as its agent for completion of the Project.
3. The Agency Documents have been authorized by and lawfully executed¹ 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

¹ Excluding therefrom the PILOT Agreement.

December 29, 2016

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hereafter enacted by the State of New York or the Federal government affecting the enforcement of creditors' rights generally and the general principles of equity, including limitations on the availability of the remedy of specific performance which is subject to discretion of the court.

This opinion is rendered to the addressees named above and their successors and/or assigns, and may not be relied upon by any other person without our prior, express written consent.

Very truly yours,

BARCLAY DAMON, LLP

Barclay Damon, LLP

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Barney, Grossman, Dubow,
Marcus, Orkin & Tesi, LLP

ATTORNEYS AT LAW

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December 29, 2016

Maguire Family Limited Partnership
504 South Meadow Street
Ithaca, NY 14850

City of Syracuse Industrial Development Agency
City Hall Commons, 7th Floor
201 East Washington Street
Syracuse, NY 13202

**Re: City of Syracuse Industrial Development Agency
 Lease/Leaseback Transaction
 Maguire Syracuse Project**

Ladies and Gentlemen:

We have acted as counsel to Maguire Family Limited Partnership and Maguire DRS, LLC (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 approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the "**Land**"); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto ; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company's affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

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The Agency has acquired an interest in a portion of the Project Facility pursuant to that certain Company Lease Agreement dated as of December 1, 2016 (the "*Company Lease*") and transfer its interest in the Equipment to the Agency pursuant to one or more bills of sale dated as of December 1, 2016 (collectively, the "*Bill of Sale*") and the Agency will sublease that portion of the Project Facility back to the Company pursuant to an Agency Lease Agreement dated as of December 1, 2016 (the "*Agency Lease*"). Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Agency Lease.

In that regard, we have examined the Company Lease, the Agency Lease, the Bill of Sale, the Environmental Compliance, the Indemnification Agreement, and the other documents identified in the Closing Memorandum (collectively, the "*Company Documents*").

We have also examined corporate documents and records of the Company supplied to us by the Company, namely the Company's Partnership Agreement, Certificates of Good Standing, and Unanimous Written Consent of General Partners. For purposes of such examination, we have assumed the genuineness of all certificates and the authenticity of all documents submitted to us as original counterparts or as certified or photostatic copies; the genuineness of all signatures of all parties to the Company Documents other than on behalf of the Company; and the due authorization, execution and delivery of the Company Documents by and the enforceability thereof against all parties thereto other than the Company. We have not separately examined documents or records of the Company, other than those referred to above or which we retain in our offices, and our opinions expressed herein are therefore rendered subject to any facts or matters which might be discovered or disclosed by such examination.

In rendering this opinion, we have assumed without independent investigation (i) the due authorization, execution and delivery by all required signatories other than the Company of, the genuineness of all signatures and the legal capacity of natural persons who are signatories to, the documents examined by us; (ii) the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents furnished to us as certified, conformed or photostatic copies and the authenticity of the originals of such copies; (iii) the conformity to final documents of all documents submitted to us in draft or part or partially executed form; (iv) that the documents of the Company relating to its formation, organization and subsequent activities, copies of which are being retained by us in our offices and/or which were provided to us by the Company comprise all documents related to such matters which are relevant to the provision of this opinion; (v) that all other parties to the Project documents are in compliance with all laws, statutes, rules and regulations relevant to their respective actions under, and their acceptance of, the agreements, instruments and other documents comprising the Project documents; and (vi) the power and authority of all parties other than the Company to enter into and perform their respective obligations in the Project documents.

As to questions of fact material to our opinion, we have relied upon the representations and warranties made by the Company in the Company Documents and upon one or more officers of the Company. Whenever the phrase "to the best of our knowledge" is used in this opinion, it refers to actual knowledge of members of this firm obtained from our representation of the Company and inquiries of responsible officers of the Company made in connection with this opinion, but no further investigation or review has been conducted.

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Although we have acted as counsel for the Company in connection with the Project, our representation has been limited to this and certain other real estate matters only, and therefore there may exist matters involving the Company with respect to which we have not been consulted and with respect to which we have not represented the Company and, consequently, with respect to which we do not render any opinion hereby, including, but not limited to, the compliance of the Company with legal requirements applicable to the Company's conduct of its business operations and activities.

Notwithstanding anything to the contrary expressly set forth or implied in the Project documents or herein, the opinions expressed herein are limited in all respects only to the laws of the State of New York. We are qualified to practice law only in the State of New York and we do not purport to be experts on, or to express any opinion herein concerning, any law other than the law of the State of New York.

The opinions expressed herein are further qualified as follows:

- (i) The enforceability of the Project documents are limited by (a) the laws of bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights in general, (b) the availability of equitable remedies (regardless of whether such enforceability is considered in a proceeding at law or in equity), (c) limitations on the exculpatory provisions and waivers contained in the Loan Documents, all of which may be limited by public policy, equitable principles of applicable laws, rules, regulations, court decisions and constitutional requirements and (d) self-help provisions, provisions that purport to establish evidentiary standards, and provisions granting power of sale with respect to any real property by judicial proceedings, if any, contained in the Project documents.
- (ii) We express no opinion as to federal and state antitrust laws, local laws, building codes, zoning laws, codes or ordinances, federal and state environmental laws, federal and state constitutional laws, federal and state securities laws, usury laws and federal and state tax laws.
- (iii) We express no opinion as to the effect of any future acts of the Company or any other parties, or changes in existing law. We undertake no responsibility to advise of any changes after the date hereof in the law or the facts presently in effect that would alter the substance of the opinions herein expressed.
- (iv) We express no opinion as to matters involving choices or conflicts of law.
- (v) We express no opinion as to any real estate title issues or any matters of lien priority.

Based upon the foregoing, it is our opinion that:

1. The Company is a validly existing Delaware limited partnership, authorized to conduct business

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in, and in good standing in, the State of New York, and possesses full power and authority to own its property, to conduct its business, to execute and deliver the Company Documents, and to carry out and perform its obligations thereunder.

2. The execution, delivery and performance of the Company Documents have been duly authorized by the Company and the Company Documents have been duly executed and delivered by an Authorized Representative of the Company.

3. The Company Documents constitute the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with their terms, except as enforceability may be limited by applicable bankruptcy and insolvency laws and laws affecting creditors' rights generally and to the extent that the availability of the remedy of specific performance or injunctive relief or other equitable remedies is subject to the discretion of the court before which any proceeding therefor may be brought. The aforesaid opinion as to enforceability of the Company Documents is also subject to the qualification that certain provisions contained in the Company Documents may not be enforceable, but, subject to the limitations set forth in the forgoing clauses, such unenforceability will not render the Company Documents invalid as a whole or substantially interfere with the realization of the principal benefits and/or security provided thereby;

4. To the best of our knowledge, in reliance on the certificates and opinions specified herein, the execution and delivery by the Company of the Project Documents, the execution and compliance with the provisions of each and the consummation of the transactions contemplated therein do not and will not constitute a breach of, or default under the Company's organizational documents, Partnership Agreement; nor is any approval or any action by any governmental authority required in connection with the execution, delivery and performance thereof by the Company.

5. To the best of our knowledge, in reliance on the certificates and opinions specified herein, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against, or affecting the Company wherein an unfavorable decision, ruling or finding would in any way adversely affect in a material fashion the validity or enforceability of the Company Documents.

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.

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As to any facts material to the opinion expressed herein that were not independently established or verified, we have relied without investigation upon statements, representations and information supplied to us orally and in writing by officers or agents of the Company or the Agency, and we have assumed the accuracy of such statements, representations and information. We have not conducted any independent or "due diligence" investigations with respect to any factual matters, and with respect to factual matters, we have relied upon and based our opinions upon information provided to us by the Company. As to those opinions set forth herein which are stated to be to the best of our knowledge, to the extent we have made any inquiry related thereto (the requirement for any such inquiry being expressly disclaimed), we have made appropriate inquiry only to those persons who we believe are in a position to have relevant information. Statements made herein to the best of our knowledge, or to the effect that we have no knowledge, with respect to the existence, nonexistence or absence of facts, are not intended to signify that we have undertaken an independent investigation with reference to such facts, and no inference relative thereto should be taken, our knowledge indicating only that we have actual knowledge of such facts, and our lack of knowledge indicating that no information has come to our attention that has given us actual knowledge of such facts. All statements as to our knowledge are further limited to the actual present knowledge of the attorneys in our firm who have devoted substantive attention to the transactions contemplated by the Loan Documents, and not to the knowledge of the firm generally. We have not independently verified the manner in which the Company and its business are now being operated and could not do so without physically inspecting the Company's business or properties, which inspection we have not undertaken.

The opinions expressed herein are rendered as of the date hereof and are limited to the matters stated herein, and no opinion is or may be inferred or implied beyond the matters expressly stated herein. We undertake no responsibility to advise you of any changes which might occur after the date hereof. We disclaim any responsibility or duty to investigate or report on any document, matter, condition or proceeding which is outside the scope of our review as provided for herein or which does not affect the Company, including, but not limited to, judicial proceedings involving other parties (but not directly involving the Company), legislative proceedings, rule making proceedings and official or informal proceedings which are not a matter of written public record. To the extent that we have not been or are not physically present at the time and place that some or all of the Project Documents have been or are executed, the opinions expressed herein are subject to and expressly conditioned upon the conformity of such executed Project Documents to the copies thereof which may have previously been provided to us. This letter is delivered solely to you in connection with the transactions contemplated by the Project Documents, may be relied upon only by you and may not be disclosed to, delivered to, used or relied upon

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by any other person for any other purpose whatsoever, without in each instance our prior written consent.

We are delivering this letter only as counsel to the Company in connection with the transaction referenced herein, and we are not in any fashion acting as counsel for any of the other parties to the Project Documents. This letter expresses simply our legal opinions as to the foregoing matters, based upon our professional judgment at this time. It is not, however, to be construed nor used as any type of guarantee, assurance or warranty that a court or any other party considering such matters would not rule or determine in a manner contrary to the opinions set forth herein. The opinions expressed herein are not guarantees or assurances of any past, present or future fact, event, occurrence, omission or condition or of any past, present or future law, statute, rule, regulation, policy, case or interpretation of the same.

This letter is delivered with the express condition that its contents are not to be disclosed to any other person or entity, except that a copy of this letter shall become part of the transcript and record kept by the Agency, and except as otherwise provided for herein. Without limiting the foregoing, this letter, and the opinions expressed herein, are not to be used in whole or in part, orally or in writing, except in connection with the transactions contemplated by the Project Documents as they apply to the Company and as provided herein, and except as required by applicable law.

Very truly yours,

BARNEY, GROSSMAN, DUBOW, MARCUS, ORKIN & TESI, LLP

By: 

Virginia A. Tesi, Partner

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CLOSING MEMORANDUM

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

MAGUIRE SYRACUSE PROJECT

DATE AND TIME OF CLOSING: December 29, 2016
1:00 p.m.

PLACE OF CLOSING: Barclay Damon, LLP
Barclay Damon Tower
125 East Jefferson Street
Syracuse, New York 13202

I. Action Taken Prior to Closing

At the request of Maguire Family Limited Partnership Company, including its affiliates and subsidiaries (including but not limited to Maguire DRS LLC, a Delaware limited liability company, authorized to conduct business in the State (the "**LLC**") (the "**Company**"), the City of Syracuse Industrial Development Agency (the "**Agency**"), a public benefit corporation organized under the laws of the State of New York, has undertaken a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the "**Land**"); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto ; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company's affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

The Company also requested that the Agency appoint the Company as its agent for purposes of completing the Project and the granting of certain Financial Assistance.

The Company is the current fee owner of 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, "**Parcels 1**") and the Equipment, and upon completion will be the fee owner of the Facility.

On or before February 1, 2017 (the "**Parcels 2 Closing Date**"), the Company shall be the fee owner of 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, each located in the City of Syracuse, New York (collectively, "**Parcels 2**" and together with Parcels 1, comprise the Land).

The LLC leases 959 Hiawatha Boulevard West, Syracuse, NY pursuant to a long term ground lease dated September 9, 2009 between Boukair Realty LLC and the LLC (the "**Ground Lease**"). Under the terms of the Ground Lease, the LLC has exercised its option to purchase the property located at 959 Hiawatha Boulevard West, Syracuse, NY and has further assigned that right to the Company.

The LLC has been operating a car dealership at 959 Hiawatha Boulevard West, Syracuse, NY since July 1st, 2016. Any and all inventory and equipment located at the 959 Hiawatha Boulevard West, Syracuse, NY dealership upon acquisition will be subject to the Bill of Sale and be purchased as an agent of the Agency for the purpose of completing the Project.

The Agency will acquire a leasehold interest in the Parcels 1 and the Facility from the Company pursuant to a Company Lease Agreement dated as of December 1, 2016 (the "**Company Lease**"), between the Company, as landlord and the Agency, as tenant; and an interest in the Equipment pursuant to a bill of sale from each the Company and the LLC dated as of December 1, 2016 (collectively, the "**Bill of Sale**"). The Agency will sublease the Parcels 1, the Facility and the Equipment back to the Company, pursuant to an Agency Lease Agreement dated as of December 1, 2016 (the "**Agency Lease**") between the Agency, as sublessor and the Company, as sublessee. It is the parties intent that on or after the Parcel 2 Closing Date, but in no event later than February 15, 2017, the parties will amend the necessary documents to include Parcels 2. 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:

June 13, 2016	The Company submitted an application for financial assistance for the project.
June 21, 2016	A resolution determining that the acquisition, construction and equipping of a mixed-use project constitutes a project; describing the financial assistance in connection therewith; and authorizing a public hearing (the “ Public Hearing Resolution ”).
June 30, 2016	Notice of the Public Hearing was mailed to the chief executive officers of the affected tax jurisdictions pursuant to Section 859-a of the Act.
July 3, 2016	Notice of the Public Hearing was published in the <u>Post-Standard</u> pursuant to Section 859-a of the Act.
July 19, 2016	The Agency conducted the Public Hearing pursuant to Section 859-a of the Act.
July 19, 2016	A resolution classifying a certain project as a Type 1 Action and declaring the intent of the Agency to be lead agency for purposes of a coordinated review pursuant to SEQRA (the “ SEQRA Lead Agency Resolution ”).
December 20, 2016	A resolution determining that the acquisition, construction and equipping of a certain project at the request of Maguire Family Limited Partnership will not have a significant effect on the environment (the “ SEQRA Resolution ”).
December 20, 2016	A resolution authorizing the undertaking of the acquisition, construction, reconstruction, equipping and completion of a commercial facility; appointing the Company agent of the Agency for the purpose of the acquisition, construction, reconstruction , 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 ”).
December 20, 2016	A resolution approving a payment in lieu of tax schedule and authorizing the execution and delivery of certain documents by the Agency in connection with the Project (the “ PILOT Resolution ”).
December 20, 2016	A resolution authorizing the execution and delivery of certain documents by the agency at the request of the Company (the “ Final Approving Resolution ”).

II. Action To Be Taken At Closing

The following documents, or copies thereof, are to be delivered (except as indicated) to the Agency (A), Agency's Counsel (AC), the Company (C), the LLC (LLC) and Company's Counsel (CC) as follows:

A. Basic Documents	Responsible Party	Signatories
1. Project Agreement	AC	C, A
2. Company Lease Agreement	AC	C, A, LLC
3. Memorandum of Company Lease Agreement with TP-584	AC	C, A, LLC
4. Company Bill of Sale	AC	C
5. LLC Bill of Sale	AC	LLC
6. Agency Lease Agreement	AC	C, A, LLC
7. Memorandum of Agency Lease Agreement with Form TP-584	AC	C, A, LLC
8. Company Certification re: Local Labor Policy	AC	C
9. Certificates of casualty, liability, workers' compensation and other required insurance	AC	_____
10. Environmental Compliance and Indemnification Agreement	AC	C
11. Closing Receipt	AC	C, A
12. Sales Tax Exemption Letter	AC	A
13. Form ST-60 indicating appointment of the Company to act as the agent of the Agency	AC	A
14. Sub-Agent Agreement	AC	LLC
15. Form ST-60 indicating appointment of the	AC	A

LLC to act as the agent of the Agency

- | | | |
|--|----|-------|
| 16. PILOT Agreement (to follow post-closing) | CC | A, C |
| 17. 412 a (to follow post-closing) | CC | A |
| 18. Retail Approval Letter | AC | Mayor |

B. Items To Be Delivered By The Agency

- | | | |
|--|----|---|
| 1. General Certificate of the Agency relating to incumbency and signatures of officers, execution and delivery of Agency Documents to which it is a party, no litigation and continued existence, with the following items included as exhibits: | AC | A |
| Exhibit "A" - Chapter 641 of the Laws of 1979 of the State of New York, as amended | A | |
| Exhibit "B" - Certificate of Establishment of the Agency and Certificates of appointment of current members | A | |
| Exhibit "C" - By-laws | A | |
| Exhibit "D" - Public Hearing Resolution | AC | |
| Exhibit "E" - Notice of Public Hearing with evidence of publication and copies of letters to affected tax jurisdictions | AC | |
| Exhibit "F" - SEQRA Lead Agency Resolution | AC | |
| Exhibit "G" - SEQRA Resolution | AC | |
| Exhibit "H" - Inducement Resolution | AC | |

Exhibit "I" – PILOT Resolution AC

Exhibit "J" – Final Approving Resolution AC

C. Items To Be Delivered By The Company

1. General Certificate of the Company relating to capacity and signatures of officers, execution and delivery of the Documents to which it is a party, no litigation and approval, with the following items included as exhibits: AC C

Exhibit "A" - Certificate of Partnership C

Exhibit "B" - Partnership Agreement C C

Exhibit "C" Certificate of Good Standing (DE and NY) C

Exhibit "D" Company Resolution C

Exhibit "E" Local Access Agreement C

D. Opinions of Counsel C

1. Opinion of Barclay Damon, LLP, counsel to the Agency, addressed to the Company and the Agency AC AC

2. Opinion of Barney, Grossman, Dubow, Marcus, Orkin, & Tesi, LLP, 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; ST-60s to be filed with the State.

IV. Post-Closing

Scan copy of Local Access Agreement to SIDA. Execution of PILOT Agreement and filing of 412-a.

SCHEDULE "A"

PERSONS APPEARING

For the Agency:	City of Syracuse Industrial Development Agency William M. Ryan, Chairman
For the Company:	Maguire Family Limited Partnership Philip J. Maguire
For the LLC	Maguire DRS LLC Philip J. Maguire, Member
Company Counsel:	Barney, Grossman, Dubow, Marcus, Orkin, & Tesi, LLP Virginia A. Tesi, Esq.
Agency's Counsel:	Barclay Damon, LLP Susan R. Katzoff, Esq.

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**FIRST AMENDMENT TO
COMPANY LEASE AGREEMENT**

THIS FIRST AMENDMENT TO THE COMPANY LEASE AGREEMENT, (the "**First Amendment**") made as of this 1st day of February, 2017, by and between **MAGUIRE FAMILY LIMITED PARTNERSHIP** (the "**Company**"), a Delaware limited partnership authorized to conduct business in the State of New York, with offices at 504 South Meadow Street, Ithaca, New York 14850 and the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation organized and existing pursuant to the laws of the State of New York, whose address is City Hall Commons, 7th Floor, 201 East Washington Street, Syracuse, New York 13202 (the "**Agency**"), amends that certain Company Lease dated as of the 1st day of December, 2016 by and between the Company and the Agency (the "**Original Company Lease**", as amended by this First Amendment, the "**Company Lease**"), as acknowledged by Maguire DRS LLC.

WITNESSETH:

The meaning of capitalized terms not otherwise defined herein shall have the meanings attached to them in the Agency Lease Agreement, dated as of December 1, 2016, as same may be amended from time to time between the Agency and the Company (the "**Agency Lease**").

WHEREAS, the Agency and the Company are parties to the Original Company Lease wherein the Company leased certain of its interests in the Project Facility to the Agency in furtherance of the undertaking of a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the "**Land**"); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto ; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company's affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, contemporaneously with the execution and delivery of the Original Company Lease, the Company and the Agency executed and delivered the Agency Lease pursuant to which the Agency subleased back to the Company certain of its interests in the Project Facility; and

WHEREAS, at the time of the execution of the Original Company Lease, the Company was the fee owner of 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, "*Parcels 1*") and the Company, or one of its affiliates, is the owner of the Equipment, and upon completion will be the fee owner of the Facility; and

WHEREAS, at the time of the execution of the Original Company Lease, the Company agreed to acquire fee title to 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, each located in the City of Syracuse, New York (collectively, "*Parcels 2*" and together with Parcels 1, comprise the Land) and agreed to amend the Original Company Lease to include the lease of Parcels 2, and any improvements thereon, to the Agency on or before February 15, 2016 (the "*Parcel 2 Closing Date*"); and

WHEREAS, the Agency: (1) appointed the Company, or its designee, as its agent with respect to the Project Facility; (2) accepted a leasehold interest in Parcels 1 (on the Closing Date (as defined in the Agency Lease) and agreed to accept a leasehold interest in Parcels 2, and any improvements thereon, on or before the Parcel 2 Closing Date from the Company pursuant to the terms of the Original Company Lease and the Agency Lease; and (3) subleased Parcels 1, the Facility and the Equipment to the Company pursuant to the Agency Lease; and (4) agreed to amend the Agency Lease to include therein the sublease of Parcels 2, and any improvements thereon, to the Company upon the Parcel 2 Closing Date in accordance with the terms of the Original Company Lease and the Agency Lease; and

WHEREAS, the Company is now the fee owner of Parcels 2 and the parties are desirous of amending the Original Company Lease, in accordance with Section 4.14 thereof, and any other Company Documents necessary to effectuate the inclusion of Parcels 2 into the lease transaction prior to the Parcel 2 Closing Date as anticipated by the Original Company Lease; and

WHEREAS, the Company is also desirous of executing and delivering the PILOT Agreement on or before the Parcels 2 Closing Date in order to benefit from the exemption from real property tax approved by the Agency in its Resolutions;

WHEREAS, there is no default under the Original Company Lease, the Agency Lease or the other Company Documents; and the Agency Lease, the Original Company Lease and all other Company Documents are in full force and effect.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

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

B. Amendments to the Original Company Lease.

1. The Original Company Lease is amended to replace, in each place it appears therein, the phrase "Parcels 1, the Facility and the Equipment" with the phrase "the Project Facility".
2. The Original Company Lease is amended to replace, in each place it appears therein, the phrase "Parcels 1 and the Facility" with "the Land and the Facility".
3. Exhibit "A" to the Original Company Lease is deleted in its entirety and replaced with Exhibit "A" attached hereto.

C. Ratification of Company Lease.

1. The Agency and the Company agree that except as amended herein, all other terms, covenants and conditions of the Original Company Lease are hereby ratified and confirmed and, as herein modified and amended, shall remain in full force and effect.

2. This First Amendment amends and supplements the Original Company Lease as and to the extent set forth herein. This First Amendment forms a part of the Original Company Lease and all the terms and conditions contained herein shall be deemed to be part of the terms and conditions of the Original Company Lease for any and all purposes and the respective rights, duties and obligations under the Original Company Lease of the Agency and the Companies shall be determined, exercised and enforced under the Original Company Lease, as supplemented and amended hereby. References to the Company Lease in the Agency and Company Documents shall be deemed to refer to the Original Company Lease as amended and supplemented by this First Amendment and the Original Company Lease, as so amended and supplemented hereby, shall be read, taken and construed as one in the same instrument. The Agency and the Company hereby ratify and confirm the terms, conditions and covenants set forth in the Original Company Lease, as supplemented and amended hereby.

D. Authority.

Each of the Agency and the Companies represent and warrant that it has the requisite power and authority to enter into and execute this First Amendment.

E. Binding Effect.

This First Amendment shall inure to the benefit of, and shall be binding upon the Agency and the Companies, and their respective successors and assigns.

F. Effective Date.

This First Amendment shall be effective (the "*Effective Date*") as of February 1, 2017.

G. Invalidity.

If any part, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this First Amendment shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such part, 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 First Amendment 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.

H. Non-Recourse.

1. All covenants, stipulations, promises, agreements and obligations of the Agency contained in this First Amendment, the Company Documents and the other documents and instruments connected therewith and executed and delivered by the Agency shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, officer, agent or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in the Company Documents or otherwise based upon or in respect of the Company Documents or any documents supplemental hereto or thereto, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent or employee, as such, of the Agency, or of any successor public benefit corporation or political subdivision, or any person executing the Company Documents either directly or through the Agency or any successor public benefit corporation or political subdivision, it being expressly understood that no such personal liability whatsoever shall attach to, or is or shall be incurred by, any such member, officer, agent or employee of the Agency or of any such successor public benefit corporation or political subdivision, or any person executing the Company Documents, because of or by reason of the obligations, covenants or agreements contained in any of the Company Documents or implied therefrom.

2. Nothing contained herein shall be construed to increase in any material respect the rights of the Agency under the Company Lease or decrease in any material respect the rights of the Agency thereunder.

I. Execution.

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

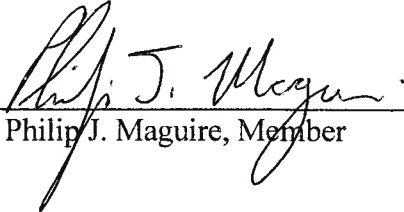
J. Governing Law.

This First Amendment shall be governed by and construed in accordance with the laws of the State of New York. Venue of any action or proceeding hereunder shall be in the respective State or Federal court located in Onondaga County.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Company and the Agency have caused this First Amendment to be executed in their respective names, all being done as of the date first above written.

**MAGUIRE FAMILY LIMITED
PARTNERSHIP**

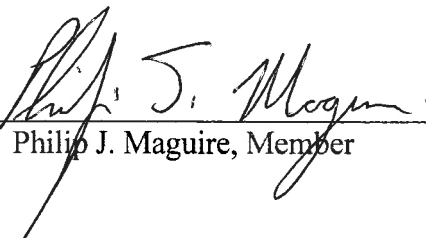
By: 
Philip J. Maguire, Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
William M. Ryan, Chairman

Acknowledged and Consented to by
on the 10 day of February, 2017:

MAGUIRE DRS LLC

By: 
Philip J. Maguire, Member

IN WITNESS WHEREOF, the Company and the Agency have caused this First Amendment to be executed in their respective names, all being done as of the date first above written.

**MAGUIRE FAMILY LIMITED
PARTNERSHIP**

By: _____
Philip J. Maguire, Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By:  _____
William M. Ryan, Chairman

Acknowledged and Consented to by
on the ____ day of February, 2017:

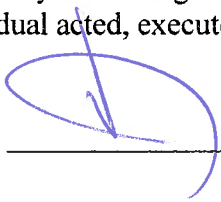
MAGUIRE DRS LLC

By: _____
Philip J. Maguire, Member

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

On the 10 day of February, 2017, before me, the undersigned, personally appeared **Philip J. Maguire**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

VIRGINIA A. TESI
Notary Public, State of New York
No. 02TE6087891
Qualified in Tompkins County
Commission Expires Feb. 24, 2018



Notary Public

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

On the ___ day of February, 2017, before me, the undersigned, personally appeared **William M. Ryan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ____ day of February, 2017, before me, the undersigned, personally appeared **Philip J. Maguire**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 14th day of February, 2017, before me, the undersigned, personally appeared **William M. Ryan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Lori L. McRobbie

Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 20 18

EXHIBIT "A"

LEGAL DESCRIPTION

65 Arthur St, LLC to Maguire

PARCEL A: TP #108.01-04-02

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Water Lots 4, 5, 6 and 7 in Block 36 of the former Village of Geddes as shown on a map made by John Randall, Jr., and being more particularly described as follows:

Beginning at a point marked by an iron pin found at the intersection of the southeasterly line of Hiawatha Boulevard with the northerly corner of lands now or formerly of Onondaga County Industrial (Liber 3842 of Deeds at page 257);

Running thence along said southeasterly line North 43 degrees 09 minutes 08 seconds East a distance of 112.20 feet to a point;

Running thence South 41 degrees 58 minutes 22 seconds East a distance of 452.63 feet to a point;

Running thence South 28 degrees 44 minutes 22 seconds East a distance of 375.18 feet to a point;

Running thence South 61 degrees 15 minutes 38 seconds West a distance of 67.98 feet to a point in the northeasterly line of Onondaga County Industrial;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 375.18 to a point;

Running thence North 44 degrees 14 minutes 10 seconds West a distance of 216.93 feet to a point;

Running thence North 51 degrees 56 minutes 36 seconds West a distance of 214.00 feet to the point or place of beginning, containing 1.411 acres of land, more or less.

PARCEL B: TP #108.01-01-02

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 57, 58, 59, 60, 61 and 62 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 250.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 07 seconds West a distance of 239.89 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 120.43 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 43 degrees 09 minutes 13 seconds East a distance of 227.95 feet to the point or place of beginning, containing .644 acres of land.

PARCEL C: TP #108.01-01-03

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 51, 52, 53, 54, 55, and 56 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 370.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 12 seconds West a distance of 258.83 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 30.44 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 91.38 feet to a point in the northeasterly street line of Harbor Street, also being the southwesterly corner of Parcel B, above;

Running thence North 43 degrees 09 minutes 07 seconds East along the southeasterly line of Parcel B, above, a distance of 239.89 feet to the point or place of beginning, containing .680 acres of land.

PARCEL D: TP #108.01-01-04.1

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50, and all of Lot Nos 42, 43, 44, and 45 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin found in the northwesterly street line of Rusin Avenue located South 62 degrees 01 second 28 minutes West a distance of 79.66 feet from the intersection of said street line with the southwesterly street line of State Fair Boulevard;

Running thence South 62 degrees 01 second 28 minutes West a distance of 237.14 feet to a point in the northeasterly line of Harbor Street marked by a pin set;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 121.72 feet to a point marked by a pin set in the northeasterly street line of Harbor Street, also being the southwest corner of Parcel C, above;

Running thence North 43 degrees 09 minutes 12 seconds East along the southeasterly line of Parcel C, above, a distance of 183.82 feet to a point marked by a pin found;

Running thence South 47 degrees 39 minutes 49 seconds East a distance of 192.41 feet to the point or place of beginning, containing .737 acres of land.

Parcel A is conveyed subject to a Right of Way and Easement given to the County of Onondaga for sewers and force mains, dated December 8, 2006 and recorded December 13, 2006 in the Onondaga County Clerk's Office in Liber 4972 of Deeds at Page 504.

Parcels B and C are conveyed subject to a permanent easement being 5.00 feet in width lying southwesterly of and adjacent to said southwesterly boundary of State Fair Boulevard, as reserved by the City of Syracuse in a deed to John Rotella dated November 20, 1974 and recorded December 12, 1974 in the Onondaga County Clerk's Office in Liber 2545 of Deeds at page 181.

Parcels B, C and D are conveyed subject to a Right of Way and Easement given to the County of Onondaga for sewers and force mains, dated December 8, 2006 and recorded December 13, 2006 in the Onondaga County Clerk's Office in Liber 4972 of Deeds at Page 498.

The above described parcels being shown as "PARCEL A", "PARCEL B", "PARCEL C" and "PARCEL D" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being the same premises conveyed to Grantor by deed dated September 16, 2015 and recorded September 18, 2015 in the Onondaga County Clerk's Office in Liber 5341 of Deeds at Page 534.

Lumus Investors Co. to Maguire

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin set in the southwesterly street line of State Fair Boulevard where said street line intersects the northwesterly street line of Rusin Avenue;

Running thence South 62 degrees 01 second 28 minutes West a distance of 79.66 feet to a point in the northwesterly line of Rusin Avenue marked by an iron pin found;

Running thence North 47 degrees 39 minutes 49 seconds West a distance of 192.41 feet to a point marked by an iron pin found;

Running thence North 43 degrees 09 minutes 12 seconds East a distance of 75.01 feet to a point marked by an iron pin found in the southwesterly street line of State Fair Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along said street line a distance of 218.18 feet to the point or place of beginning, containing .353 acres of land.

Subject to permanent easements being 5.00 feet in width lying southwesterly of and adjacent to said southwesterly boundary of State Fair Boulevard, as reserved by the City of Syracuse in two deeds to John Rotella: (a) dated November 20, 1974 and recorded December 12, 1974 in the Onondaga County Clerk's Office in Liber 2545 of Deeds at page 181; and (b) dated January 15, 1976 and recorded April 7, 1976 in the Onondaga County Clerk's Office in Liber 2577 of Deeds at page 522.

The above described parcel being shown as "PARCEL E" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being part of the same premises conveyed to Lumus Investors, Co., by deed of John Rotella dated January 25, 1983 and recorded May 17, 1983 in the Onondaga County Clerk's Office in Liber 3008 of Deeds at Page 331. Peter Muserlian and Paul Anderson were the only partners of Lumus Investors, Co. Peter Muserlian died on April 23, 1999, and Letters Testamentary in the Ancillary Probate action were issued by the Onondaga Surrogate's Court to Margaret M. Mooney, Patricia M. Golding, and Peter E. Muserlian on May 17, 1999. This deed is executed by Paul Anderson, individually and as a partner in Lumus Investors Co., and by Margaret M. Mooney, Patricia M. Golding, and Peter E. Muserlian, individually and as Executors of the Estate of Peter Muserlain, in order to convey any interest of the Grantors, if any, in and to the above described parcel.

Schedule A
Boukair Realty, LLC to Maguire Family Limited Partnership

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of farm lots no. 322 and 323, and lots 74 through 87 of the Hiawatha Tract of the Onondaga Salt Springs Reservation, more particularly described as follows:

Beginning at a point marked by a pk nail set at the apparent intersection of the northeast street line of State Fair Boulevard with the southeast street line of Hiawatha Boulevard;

Running thence along the southeast street line of Hiawatha Boulevard North 29 degrees 33 minutes 48 seconds East a distance of 153.31 feet to a point marked by a pk nail set;

Running thence along the southeast street line of Hiawatha Boulevard North 43 degrees 09 minutes 08 seconds East a distance of 297.13 feet to a point located 1.6 feet southwesterly from a monument found;

Running thence along lands of the State of New York South 61 degrees 44 minutes 54 seconds East a distance of 441.10 feet to a point marking the northwest corner of lands now or formerly of Carbone (Deed Book 2602, page 434 and Deed Book 3338, page 26), which Carbone parcel is shown on the survey map reference below as "Parcel G", and which Carbone parcel is being conveyed to Grantee by separate deed recorded in the Onondaga County Clerk's Office concurrently herewith;

Running thence South 28 degrees 16 minutes 12 seconds West a distance of 286.71 feet to a point marked by a fence post;

Running thence South 51 degrees 02 minutes 59 seconds West a distance of 417.73 feet to a point in the northeast line of State Fair Boulevard;

Running thence along said northeast line North 47 degrees 39 minutes 52 seconds West a distance of 172.39 feet to a point marked by a pk nail set;

Running thence North 17 degrees 06 minutes 42 seconds West a distance of 269.62 feet to the point or place of beginning, containing 6.355 acres of land, more or less.

Subject to a 40 foot permanent easement, reserved by the City of Syracuse, and also a condition related to the grade of State Fair Boulevard, described in a deed recorded on December 18, 1957 in the Onondaga County Clerk's Office in Liber 1888 of Deeds at page 302.

Subject to an easement granted to Niagara Mohawk Power Corporation by instrument recorded on March 16, 1972 in the Onondaga County Clerk's Office in Liber 2471 of Deeds at Page 1041.

Subject to an easement granted to the City of Syracuse by instrument recorded on January 22, 1911 in the Onondaga County Clerk's Office in Liber 402 of Deeds at Page 93.

Subject to an easement granted to the City of Syracuse by instrument dated June 29, 1910 and recorded August 12, 1910 in the Onondaga County Clerk's Office in Liber 402 of Deeds at Page 19.

The above described parcels being shown as "PARCEL F" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Schedule A
Don Al Realty Co. to Maguire Family Limited Partnership

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of farm lots no. 322 and 323, and lots 74 through 87 of the Hiawatha Tract of the Onondaga Salt Springs Reservation, more particularly described as follows:

Beginning at a point in the northeast street line of State Fair Boulevard, which point marked the southernmost corner of lands now or formerly of Boukair Realty, LLC (Deed Book 4887, Page 273), which Boukair parcel is shown on the survey map reference below as "Parcel F", and which Boukair parcel is being conveyed to Grantee by separate deed recorded in the Onondaga County Clerk's Office concurrently herewith;

Running thence along the northeast street line of State Fair Boulevard South 47 degrees 39 minutes 52 seconds East a distance of 291.16 feet to a point marked by a pin set;

Running thence North 62 degrees 01 minutes 28 seconds East along lands now or formerly of the City of Syracuse a distance of 142.80 feet to a point marked by a pk nail set;

Running thence South 47 degrees 39 minutes 52 seconds East a distance of 31.26 feet to a point marked by a pk nail set;

Running thence North 62 degrees 01 minutes 28 seconds East a distance of 485.53 feet to a point;

Running thence North 10 degrees 25 minutes 32 seconds East a distance of 239.45 feet along lands now or formerly of the State of New York, to a point marked by a stone monument found;

Running thence North 61 degrees 44 minutes 54 seconds West a distance of 426.77 feet to a point in the northeast corner of Boukair Realty, LLC;

Running thence South 28 degrees 16 minutes 12 seconds West a distance of 286.71 feet to a point marked by a fence post;

Running thence South 51 degrees 02 minutes 59 seconds West a distance of 417.73 feet to the point or place of beginning, containing 6.957 acres of land.

Subject to a 40 foot permanent easement, reserved by the City of Syracuse, and also a condition related to the grade of State Fair Boulevard, described in a deed recorded on December 18, 1957 in the Onondaga County Clerk's Office in Liber 1888 of Deeds at page 302.

Subject to an easement granted to Niagara Mohawk Power Corporation by instrument recorded on March 16, 1972 in the Onondaga County Clerk's Office in Liber 2471 of Deeds at Page 1041.

Subject to an easement granted to the City of Syracuse by instrument recorded on January 22, 1911 in the Onondaga County Clerk's Office in Liber 402 of Deeds at Page 93.

Subject to an easement granted to the City of Syracuse by instrument dated June 29, 1910 and recorded August 12, 1910 in the Onondaga County Clerk's Office in Liber 402 of Deeds at Page 19.

The above described parcels being shown as "PARCEL G" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being part of the same premises conveyed to Dominick D. Carbone and Alexander A. Carbone d/b/a Don-Al Realty Co. by two deeds: (a) deed dated March 1, 2077 and recorded March 16, 1977 in the Onondaga County Clerk's Office in Liber 2602 of Deeds at Page 434; and (b) deed dated January 7, 1987 and recorded March 13, 1987 in the Onondaga County Clerk's Office in Liber 3338 of Deeds at Page 26.

23

ONONDAGA COUNTY CLERK'S OFFICE
 LISA DELL - COUNTY CLERK
 401 Montgomery St - Room 200
 Syracuse, NY 13202

Phone: 315-435-2226
 Fax: 315-435-3455

Doc Type: M/LEAS
 Grantor: MAGUIRE FAMILY LIMITED PARTN
 CITY OF SYRACUSE INDUSTRIAL
 Grantee: CITY OF SYRACUSE INDUSTRIAL
 MAGUIRE FAMILY LIMITED PARTN
 Legal Desc: SYR/(GED)SW/NW/ MANY PARS SEE
 INST
 Prop Address:

Receipt: 1342339 RS
 Book/Page: 05418/0290 Inst: 10275
 Date Filed: 03/30/2017 at 09:32AM
 Updated: 03/31/2017 AM
 Record and Return To:

BARCLAY DAMON
 ATTORNEY PICK UP BOX

Submitted by: BARCLAY DAMON

Recording Fees			Miscellaneous Fees	
Addl pages:	12 x 5.00 =	\$ 60.00	RMI:	\$ 20.00
Addl Names:	0 x 0.50 =	\$ 0.00	TP 584:	\$ 5.00
Addl Refs:	1 x 0.50 =	\$ 0.50	RP5217:	\$ 0.00
Misc:		0.00	AFFTS:	\$ 0.00
Basic		\$25.50		
=====			=====	
TOTAL:		\$86.00	TOTAL:	\$ 25.00

MORTGAGE TAX		DEED TRANSFER TAX	
Mortgage:		Consideration	\$0.00
Basic:	\$0.00	Transfer Tax:	\$0.00
Ins Fund:	\$0.00	SWIS:	3115
Net Add:	\$0.00	Map #:	
Misc:	\$0.00		
=====		=====	
TOTAL	\$0.00	Total Paid	\$ 111.00
		Control no	9364

WARNING - This sheet constitutes the Clerk's endorsement, required by Section 319 of the Real Property Law of the State of New York. Do not detach. Taxes imposed on this instrument at time of recording were paid. Certain information contained in this document is not verified by this office.

LISA DELL
 Onondaga County Clerk

Book/Page 05418 / 0290 Instrument no.: 10275



D054180290

12
CITY OF SYRACUSE
3115

Record and Return to:
Susan R. Katzoff, Esq.
Barclay Damon, LLP
125 East Jefferson St.
Syracuse, NY 13202

**MEMORANDUM OF
FIRST AMENDMENT TO COMPANY LEASE AGREEMENT¹**

27524
B 5407 p 98
NAME AND ADDRESS OF LESSOR: Maguire Family Limited Partnership
504 South Meadow Street
Ithaca, New York 14850

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

DESCRIPTION OF LEASED PREMISES:

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

DATE OF EXECUTION OF COMPANY LEASE AGREEMENT:

As of February 1, 2017

TERM OF COMPANY LEASE AGREEMENT:

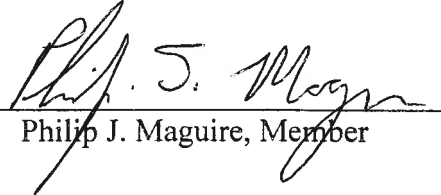
The Project is leased for a term which commenced as of December 1, 2016, and shall end on June 30, 2028, or earlier termination of the Agency Lease, as amended from time to time, as provided therein.

¹ This Amended Memorandum of Company Lease Agreement is being filed to correct the legal description of leased premises which was attached to the Memorandum of Company Lease Agreement previously filed in the Onondaga County Clerk's Office on December 30, 2016 in Book 5407 at page 98.

05/30/17 10:25:17 55 DB-3418P-250

IN WITNESS WHEREOF, the parties hereto have respectively executed this amended memorandum as of the 1st day of February, 2017.

MAGUIRE FAMILY LIMITED PARTNERSHIP

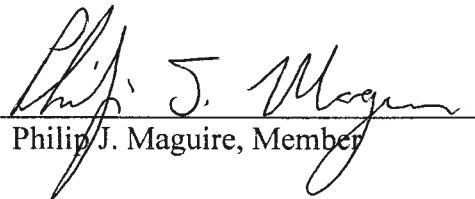
By: 
Philip J. Maguire, Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
William M. Ryan, Chairman

Acknowledged and Consented to by
on the 10th day of February, 2017:

MAGUIRE DRS LLC

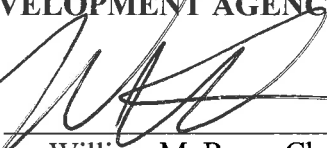
By: 
Philip J. Maguire, Member

IN WITNESS WHEREOF, the parties hereto have respectively executed this amended memorandum as of the 1st day of February, 2017.

MAGUIRE FAMILY LIMITED PARTNERSHIP

By: _____
Philip J. Maguire, Member

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By:  _____
William M. Ryan, Chairman

Acknowledged and Consented to by
on the ____ day of February, 2017:

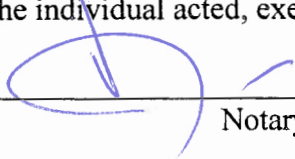
MAGUIRE DRS LLC

By: _____
Philip J. Maguire, Member

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

On the 10 day of February, 2017, before me, the undersigned, personally appeared **Philip J. Maguire**, 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.

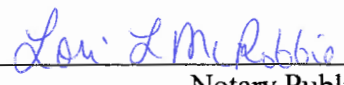
VIRGINIA A. TESI
Notary Public, State of New York
No. 02TE6087891
Qualified in Tompkins County
Commission Expires Feb. 24, 2017



Notary Public

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

On this 14th day of February, 2017, before me, the undersigned, personally appeared **William M. Ryan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 2018

EXHIBIT "A"

LEGAL DESCRIPTION

65 Arthur St, LLC to Maguire

PARCEL A: TP #108.01-04-02

(Ged)SW
All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Water Lots 4, 5, 6 and 7 in Block 36 of the former Village of Geddes as shown on a map made by John Randall, Jr., and being more particularly described as follows:

Beginning at a point marked by an iron pin found at the intersection of the southeasterly line of Hiawatha Boulevard with the northerly corner of lands now or formerly of Onondaga County Industrial (Liber 3842 of Deeds at page 257);

Running thence along said southeasterly line North 43 degrees 09 minutes 08 seconds East a distance of 112.20 feet to a point;

Running thence South 41 degrees 58 minutes 22 seconds East a distance of 452.63 feet to a point;

Running thence South 28 degrees 44 minutes 22 seconds East a distance of 375.18 feet to a point;

Running thence South 61 degrees 15 minutes 38 seconds West a distance of 67.98 feet to a point in the northeasterly line of Onondaga County Industrial;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 375.18 to a point;

Running thence North 44 degrees 14 minutes 10 seconds West a distance of 216.93 feet to a point;

Running thence North 51 degrees 56 minutes 36 seconds West a distance of 214.00 feet to the point or place of beginning, containing 1.411 acres of land, more or less.

PARCEL B: TP #108.01-01-02

WN
All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 57, 58, 59, 60, 61 and 62 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 250.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 07 seconds West a distance of 239.89 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 120.43 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 43 degrees 09 minutes 13 seconds East a distance of 227.95 feet to the point or place of beginning, containing .644 acres of land.

PARCEL C: TP #108.01-01-03

NW (All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 51, 52, 53, 54, 55, and 56 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 370.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 12 seconds West a distance of 258.83 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 30.44 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 91.38 feet to a point in the northeasterly street line of Harbor Street, also being the southwesterly corner of Parcel B, above;

Running thence North 43 degrees 09 minutes 07 seconds East along the southeasterly line of Parcel B, above, a distance of 239.89 feet to the point or place of beginning, containing .680 acres of land.

PARCEL D: TP #108.01-01-04.1

NW (All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50, and all of Lot Nos 42, 43, 44, and 45 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin found in the northwesterly street line of Rusin Avenue located South 62 degrees 01 second 28 minutes West a distance of 79.66 feet from the intersection of said street line with the southwesterly street line of State Fair Boulevard;

Running thence South 62 degrees 01 second 28 minutes West a distance of 237.14 feet to a point in the northeasterly line of Harbor Street marked by a pin set;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 121.72 feet to a point marked by a pin set in the northeasterly street line of Harbor Street, also being the southwest corner of Parcel C, above;

Running thence North 43 degrees 09 minutes 12 seconds East along the southeasterly line of Parcel C, above, a distance of 183.82 feet to a point marked by a pin found;

Running thence South 47 degrees 39 minutes 49 seconds East a distance of 192.41 feet to the point or place of beginning, containing .737 acres of land.

Parcel A is conveyed subject to a Right of Way and Easement given to the County of Onondaga for sewers and force mains, dated December 8, 2006 and recorded December 13, 2006 in the Onondaga County Clerk's Office in Liber 4972 of Deeds at Page 504.

Parcels B and C are conveyed subject to a permanent easement being 5.00 feet in width lying southwesterly of and adjacent to said southwesterly boundary of State Fair Boulevard, as reserved by the City of Syracuse in a deed to John Rotella dated November 20, 1974 and recorded December 12, 1974 in the Onondaga County Clerk's Office in Liber 2545 of Deeds at page 181.

Parcels B, C and D are conveyed subject to a Right of Way and Easement given to the County of Onondaga for sewers and force mains, dated December 8, 2006 and recorded December 13, 2006 in the Onondaga County Clerk's Office in Liber 4972 of Deeds at Page 498.

The above described parcels being shown as "PARCEL A", "PARCEL B", "PARCEL C" and "PARCEL D" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being the same premises conveyed to Grantor by deed dated September 16, 2015 and recorded September 18, 2015 in the Onondaga County Clerk's Office in Liber 5341 of Deeds at Page 534.

Lumus Investors Co. to Maguire

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin set in the southwesterly street line of State Fair Boulevard where said street line intersects the northwesterly street line of Rusin Avenue;

Running thence South 62 degrees 01 second 28 minutes West a distance of 79.66 feet to a point in the northwesterly line of Rusin Avenue marked by an iron pin found;

Running thence North 47 degrees 39 minutes 49 seconds West a distance of 192.41 feet to a point marked by an iron pin found;

Running thence North 43 degrees 09 minutes 12 seconds East a distance of 75.01 feet to a point marked by an iron pin found in the southwesterly street line of State Fair Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along said street line a distance of 218.18 feet to the point or place of beginning, containing .353 acres of land.

Subject to permanent easements being 5.00 feet in width lying southwesterly of and adjacent to said southwesterly boundary of State Fair Boulevard, as reserved by the City of Syracuse in two deeds to John Rotella: (a) dated November 20, 1974 and recorded December 12, 1974 in the Onondaga County Clerk's Office in Liber 2545 of Deeds at page 181; and (b) dated January 15, 1976 and recorded April 7, 1976 in the Onondaga County Clerk's Office in Liber 2577 of Deeds at page 522.

The above described parcel being shown as "PARCEL E" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being part of the same premises conveyed to Lumus Investors, Co., by deed of John Rotella dated January 25, 1983 and recorded May 17, 1983 in the Onondaga County Clerk's Office in Liber 3008 of Deeds at Page 331. Peter Muserlian and Paul Anderson were the only partners of Lumus Investors, Co. Peter Muserlian died on April 23, 1999, and Letters Testamentary in the Ancillary Probate action were issued by the Onondaga Surrogate's Court to Margaret M. Mooney, Patricia M. Golding, and Peter E. Muserlian on May 17, 1999. This deed is executed by Paul Anderson, individually and as a partner in Lumus Investors Co., and by Margaret M. Mooney, Patricia M. Golding, and Peter E. Muserlian, individually and as Executors of the Estate of Peter Muserlain, in order to convey any interest of the Grantors, if any, in and to the above described parcel.

Schedule A
Boukair Realty, LLC to Maguire Family Limited Partnership

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of farm lots no. 322 and 323, and lots 74 through 87 of the Hiawatha Tract of the Onondaga Salt Springs Reservation, more particularly described as follows:

Beginning at a point marked by a pk nail set at the apparent intersection of the northeast street line of State Fair Boulevard with the southeast street line of Hiawatha Boulevard;

Running thence along the southeast street line of Hiawatha Boulevard North 29 degrees 33 minutes 48 seconds East a distance of 153.31 feet to a point marked by a pk nail set;

Running thence along the southeast street line of Hiawatha Boulevard North 43 degrees 09 minutes 08 seconds East a distance of 297.13 feet to a point located 1.6 feet southwesterly from a monument found;

Running thence along lands of the State of New York South 61 degrees 44 minutes 54 seconds East a distance of 441.10 feet to a point marking the northwest corner of lands now or formerly of Carbone (Deed Book 2602, page 434 and Deed Book 3338, page 26), which Carbone parcel is shown on the survey map reference below as "Parcel G", and which Carbone parcel is being conveyed to Grantee by separate deed recorded in the Onondaga County Clerk's Office concurrently herewith;

Running thence South 28 degrees 16 minutes 12 seconds West a distance of 286.71 feet to a point marked by a fence post;

Running thence South 51 degrees 02 minutes 59 seconds West a distance of 417.73 feet to a point in the northeast line of State Fair Boulevard;

Running thence along said northeast line North 47 degrees 39 minutes 52 seconds West a distance of 172.39 feet to a point marked by a pk nail set;

Running thence North 17 degrees 06 minutes 42 seconds West a distance of 269.62 feet to the point or place of beginning, containing 6.355 acres of land, more or less.

Subject to a 40 foot permanent easement, reserved by the City of Syracuse, and also a condition related to the grade of State Fair Boulevard, described in a deed recorded on December 18, 1957 in the Onondaga County Clerk's Office in Liber 1888 of Deeds at page 302.

Subject to an easement granted to Niagara Mohawk Power Corporation by instrument recorded on March 16, 1972 in the Onondaga County Clerk's Office in Liber 2471 of Deeds at Page 1041.

Subject to an easement granted to the City of Syracuse by instrument recorded on January 22, 1911 in the Onondaga County Clerk's Office in Liber 402 of Deeds at Page 93.

Subject to an easement granted to the City of Syracuse by instrument dated June 29, 1910 and recorded August 12, 1910 in the Onondaga County Clerk's Office in Liber 402 of Deeds at Page 19.

The above described parcels being shown as "PARCEL F" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Schedule A
Don Al Realty Co. to Maguire Family Limited Partnership

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of farm lots no. 322 and 323, and lots 74 through 87 of the Hiawatha Tract of the Onondaga Salt Springs Reservation, more particularly described as follows:

Beginning at a point in the northeast street line of State Fair Boulevard, which point marked the southernmost corner of lands now or formerly of Boukair Realty, LLC (Deed Book 4887, Page 273), which Boukair parcel is shown on the survey map reference below as "Parcel F", and which Boukair parcel is being conveyed to Grantee by separate deed recorded in the Onondaga County Clerk's Office concurrently herewith;

Running thence along the northeast street line of State Fair Boulevard South 47 degrees 39 minutes 52 seconds East a distance of 291.16 feet to a point marked by a pin set;

Running thence North 62 degrees 01 minutes 28 seconds East along lands now or formerly of the City of Syracuse a distance of 142.80 feet to a point marked by a pk nail set;

Running thence South 47 degrees 39 minutes 52 seconds East a distance of 31.26 feet to a point marked by a pk nail set;

Running thence North 62 degrees 01 minutes 28 seconds East a distance of 485.53 feet to a point;

Running thence North 10 degrees 25 minutes 32 seconds East a distance of 239.45 feet along lands now or formerly of the State of New York, to a point marked by a stone monument found;

Running thence North 61 degrees 44 minutes 54 seconds West a distance of 426.77 feet to a point in the northeast corner of Boukair Realty, LLC;

Running thence South 28 degrees 16 minutes 12 seconds West a distance of 286.71 feet to a point marked by a fence post;

Running thence South 51 degrees 02 minutes 59 seconds West a distance of 417.73 feet to the point or place of beginning, containing 6.957 acres of land.

Subject to a 40 foot permanent easement, reserved by the City of Syracuse, and also a condition related to the grade of State Fair Boulevard, described in a deed recorded on December 18, 1957 in the Onondaga County Clerk's Office in Liber 1888 of Deeds at page 302.

Subject to an easement granted to Niagara Mohawk Power Corporation by instrument recorded on March 16, 1972 in the Onondaga County Clerk's Office in Liber 2471 of Deeds at Page 1041.

Subject to an easement granted to the City of Syracuse by instrument recorded on January 22, 1911 in the Onondaga County Clerk's Office in Liber 402 of Deeds at Page 93.

Subject to an easement granted to the City of Syracuse by instrument dated June 29, 1910 and recorded August 12, 1910 in the Onondaga County Clerk's Office in Liber 402 of Deeds at Page 19.

The above described parcels being shown as "PARCEL G" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being part of the same premises conveyed to Dominick D. Carbone and Alexander A. Carbone d/b/a Don-Al Realty Co. by two deeds: (a) deed dated March 1, 2077 and recorded March 16, 1977 in the Onondaga County Clerk's Office in Liber 2602 of Deeds at Page 434; and (b) deed dated January 7, 1987 and recorded March 13, 1987 in the Onondaga County Clerk's Office in Liber 3338 of Deeds at Page 26.



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

Recording office time stamp

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

Schedule A – Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) Maguire Family Limited Partnership	Social security number
	Mailing address 504 South Meadow Street	Social security number
	City State ZIP code Ithaca NY 14850	Federal EIN 16-1545665
	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 checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) City of Syracuse Industrial Development Agency	Social security number
	Mailing address 201 East Washington Street, 7th Floor	Social security number
	City State ZIP code Syracuse NY 13202	Federal EIN 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	Syracuse	Onondaga

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input checked="" type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input type="checkbox"/> Other _____	Date of conveyance <table style="border: 1px solid black; text-align: center; width: 100%;"> <tr> <td style="width: 33%;">02</td> <td style="width: 33%;">01</td> <td style="width: 33%;">2017</td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table>	02	01	2017	month	day	year	Percentage of real property conveyed which is residential real property _____ % (see instructions)
02	01	2017							
month	day	year							

Condition of conveyance (check all that apply)

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

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

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

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

e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)

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

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

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

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

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

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

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

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

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

q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state

r. <input type="checkbox"/> Conveyance pursuant to divorce or separation

s. <input checked="" type="checkbox"/> Other (describe) <u>First Amendment to</u> |
|--|--|--|

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

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

Part I – Computation of tax due

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) <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 II – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

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

Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

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

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

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

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

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

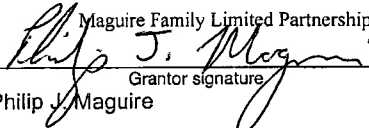
1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

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

- Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
 4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) must sign)

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

<p>Maguire Family Limited Partnership</p> <p> _____ Grantor signature Philip J. Maguire</p>	<p>City of Syracuse Industrial Development Agency</p> <p>Member _____ Title</p>	<p>Chairman _____ Title</p> <p>Grantee signature William M. Ryan</p>
Grantor signature	Title	Grantee signature

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

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

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

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

1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

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

Other (attach detailed explanation).

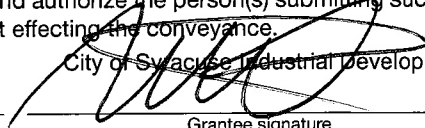
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) must sign)

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

Maguire Family Limited Partnership

City of Syracuse Industrial Development Agency

Grantor signature Philip J. Maguire	Member Title	 Grantee signature William M. Ryan	Chairman Title
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

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

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

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

Part I - New York State residents

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

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

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

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

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

Part II - Nonresidents of New York State

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

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

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

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

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ to _____ (see instructions).
Date Date
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

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

SCHEDULE "A"

Tax Map designation	SWIS code	Street Address
108.1-02-43.1	311500	959 Hiawatha Boulevard West
108.1-02-40.01	311500	406-10 State Fair Boulevard

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**FIRST AMENDMENT TO
AGENCY LEASE AGREEMENT**

THIS FIRST AMENDMENT TO THE AGENCY LEASE AGREEMENT, (the "*Amendment*") made as of this 1st day of February, 2017, by and between the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a body corporate and politic and a public instrumentality of the State of New York, having its office at 201 East Washington Street, 7th Floor, Syracuse, New York 13202 (the "*Agency*") and **MAGUIRE FAMILY LIMITED PARTNERSHIP**, a Delaware limited partnership authorized to conduct business in the State of New York having its office at 504 South Meadow Street, Ithaca, New York 14850 (the "*Company*"), amends that certain Agency Lease dated as of the 1st day of December, 2016 by and between the Agency and the Company (the "*Original Agency Lease*" and together with this Amendment, the "*Agency Lease*").

WITNESSETH:

THE MEANING OF CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN
SHALL HAVE THE MEANINGS ATTACHED TO THEM IN THE ORIGINAL
AGENCY LEASE, AS AMENDED HEREBY.

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 acquire property by lease, lease 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 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 and the Company are parties to the Original Agency Lease wherein the Agency subleased certain of its interests in the Project Facility to the Company in furtherance of the undertaking of a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the "**Land**"); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto ; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company's affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, just prior to the execution and delivery of the Original Agency Lease, the Company and the Agency executed and delivered the Company Lease pursuant to which the Company leased to the Company certain of its interests in the Project Facility; and

WHEREAS, at the time of the execution of the Company Lease, the Company was the fee owner of 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, "**Parcels 1**") and the Company, or one of its affiliates, is the owner of the Equipment, and upon completion will be the fee owner of the Facility; and

WHEREAS, at the time of the execution of the Company Lease, the Company agreed to acquire fee title to 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, each located in the City of Syracuse, New York (collectively, "**Parcels 2**" and together with Parcels 1, comprise the Land) and agreed to amend the Company Lease to include the lease of Parcels 2, and any improvements thereon, to the Agency on or before February 15, 2016 (the "**Parcel 2 Closing Date**"); and

WHEREAS, the Company is now the fee owner of Parcels 2 and the parties are desirous of amending the Original Agency Lease and any other Company Documents necessary to effectuate the inclusion of Parcels 2 into the lease transaction prior to the Parcel 2 Closing Date as anticipated by the Original Agency Lease; and

WHEREAS, there is no default under the Company Lease, the Original Agency Lease or the other Company Documents; and

WHEREAS, the Original Agency Lease, the Company Lease and the other Company Documents are in full force and effect; and

WHEREAS, this Amendment is in accordance with Section 11.4 of the Agency Lease to reflect the amendments and other changes set forth herein; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein set forth, and in accordance with Section 11.4 of the Agency Lease, the Agency and the Company hereby agree as follows:

1.0 RECITALS.

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

2.0 AMENDMENTS.

(a) The Original Agency Lease is amended to replace, in each place it appears therein, the phrase "Parcels 1, the Facility and the Equipment" with the phrase "the Project Facility".

(b) The Original Agency Lease is amended to replace, in each place it appears therein, the phrase "Parcels 1 and the Facility" with "the Land and the Facility".

(c) Section 5.2(a) of the Original Agency Lease is deleted in its entirety and replaced with the following:

"The term of this Agency Lease shall commence on the date hereof and continue in full force and effect until the earlier of: (1) June 30, 2028; or (2) the early termination of this Agency Lease as provided herein."

(d) Exhibit "A" to the Original Agency Lease is deleted in its entirety and replaced with Exhibit "A" attached hereto.

(e) Exhibit "C" to the Agency Lease entitled "SCHEDULE OF DEFINITIONS" shall be amended as set forth below:

Agency Lease: means the Agency Lease Agreement dated as of December 1, 2016, by and between the Agency and the Company, as amended by the First Amendment to Agency Lease Agreement dated as of February 1, 2017, as the same may be further amended or supplemented from time to time.

Closing Date: means, with respect to the closing on Parcels 1, December 29, 2016; and with respect to the closing on Parcels 2, as of February 1, 2016.

Company Lease: means the Company Lease Agreement dated as of December 1, 2016 from the Company to the Agency, pursuant to which the Company leased the Project Facility to the Agency, as amended by the First Amendment to Company Lease Agreement dated as of February 1, 2017, as the same may be amended or supplemented from time to time.

Environmental Compliance and Indemnification Agreement: means the Environmental Compliance and Indemnification Agreement dated as of December 1, 2016 by the Company to the Agency, as amended by the First Amendment to Environmental Compliance and Indemnification Agreement dated as of February 1, 2017, as the same may be further amended or supplemented from time to time.

Unless specifically amended hereby, the Scheduled of Definitions attached to the Original Agency Lease at Exhibit "C" shall remain unchanged.

3.0 RATIFICATION OF AGENCY LEASE

(a) The Agency and the Company agree that, except as amended herein, all of the other terms, covenants and conditions of the Original Agency Lease are hereby ratified and confirmed and, as herein modified and amended, shall remain in full force and effect.

(b) This Amendment amends and supplements the Original Agency Lease as and to the extent set forth herein and is executed in accordance with Section 11.4 of the Agency Lease. This Amendment forms a part of the Original Agency Lease; and all the terms and conditions contained herein shall be deemed a part of the terms and conditions of the Original Agency Lease for any and all purposes and the respective rights, duties and obligations under the Agency Lease of the Agency and the Company shall be determined, exercised and enforced under the Original Agency Lease, as supplemented hereby. References to the Agency Lease in the Agency and Company Documents shall be deemed to refer to the Original Agency Lease as amended and supplemented by this First Amendment, and the Original Agency Lease, as so amended and supplemented hereby, shall be read, taken and construed as one in the same instrument. The Agency and the Company hereby

ratify and confirm the terms, conditions and covenants set forth in the Original Agency Lease, as amended hereby.

(c) Each the Company and the Agency confirm and restate their respective representations and covenants contained in the Original Agency Lease, as amended hereby.

(d) This Amendment shall inure to the benefit of, and shall be binding upon the Agency and the Company, and their respective successors and assigns.

4.0 PILOT CERTIFICATION. The Company provides, and incorporates herein by reference, the certification attached hereto at **Schedule "B"** with respect to the PILOT benefits being provided by the Agency and intends for such certification to satisfy the provisions of the Act and to be binding upon the Company.

5.0 EFFECTIVE DATE. This Amendment shall be effective as of February 1, 2017 (the "*Effective Date*").

6.0 INVALIDITY. If any part, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Amendment shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such part, 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 Amendment 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.

7.0 NON-RECOURSE. (a) All covenants, stipulations, promises, agreements and obligations of the Agency contained in this Amendment and the other documents and instruments executed and/or delivered connected therewith shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, officer, agent or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in the this Agreement or the other documents and instruments executed and/or delivered connected therewith or any documents supplemental hereto, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent or employee, as such, of the Agency, or of any successor public benefit corporation or political subdivision, or any person executing this Agreement or the other documents and instruments executed and/or delivered connected therewith, either directly or through the Agency or any successor public benefit corporation or political subdivision, it being expressly understood that no such personal liability whatsoever shall attach to, or is or shall be incurred by, any such member, officer, agent or employee of the Agency or of any such successor public benefit corporation or political subdivision, or any person executing this Agreement and the other documents and instruments executed and/or delivered connected therewith, because of or by reason of the obligations, covenants or agreements contained in therein or implied therefrom.

(b) Nothing contained herein shall be construed to increase in any material respect the rights of the Agency under the Original Agency Lease or decrease in any material respect the rights of the Agency thereunder.

8.0 AUTHORITY. Each of the Agency and the Company represents and warrants that it has the requisite power and authority to enter into and execute this First Amendment.

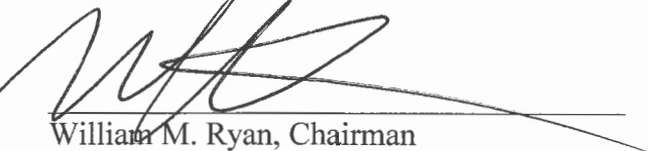
9.0 EXECUTION. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.0 GOVERNING LAW. This Amendment shall be governed by and construed in accordance with the laws of the State of New York. Venue of any action or proceeding hereunder shall be in the respective State or Federal court located in Onondaga County.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
William M. Ryan, Chairman

**MAGUIRE FAMILY LIMITED
PARTNERSHIP**

By: _____
Philip J. Maguire, Member

Acknowledged and Consented to by
on the _____ day of February, 2017:

MAGUIRE DRS LLC

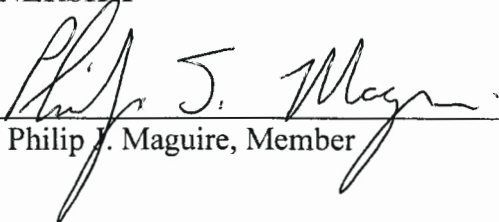
By: _____
Philip J. Maguire, Member

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

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

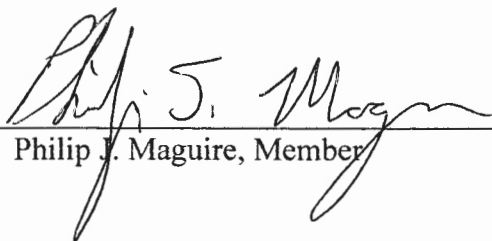
By: _____
William M. Ryan, Chairman

**MAGUIRE FAMILY LIMITED
PARTNERSHIP**

By:  _____
Philip J. Maguire, Member

Acknowledged and Consented to by
on the 10 day of February, 2017:

MAGUIRE DRS LLC

By:  _____
Philip J. Maguire, Member

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

On the 19th day of February in the year 2017 before me, the undersigned, personally appeared **William M. Ryan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Lori L. McRobbie

Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 2018

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

On the ___ day of February in the year 2017 before me, the undersigned, personally appeared **Philip J. Maguire**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

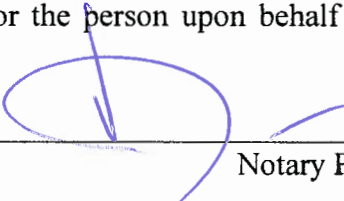
STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS.:

On the ____ day of February in the year 2017 before me, the undersigned, personally appeared **William M. Ryan**, 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)
COUNTY OF TOMPKINS) SS.:

On the 10 day of February in the year 2017 before me, the undersigned, personally appeared **Philip J. Maguire**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

VIRGINIA A. TESI
Notary Public, State of New York
No. 02TE6087891
Qualified in Tompkins County
Commission Expires Feb. 24, 2017

SCHEDULE A

REAL PROPERTY DESCRIPTION

LEGAL DESCRIPTION

65 Arthur St, LLC to Maguire

PARCEL A: TP #108.01-04-02

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Water Lots 4, 5, 6 and 7 in Block 36 of the former Village of Geddes as shown on a map made by John Randall, Jr., and being more particularly described as follows:

Beginning at a point marked by an iron pin found at the intersection of the southeasterly line of Hiawatha Boulevard with the northerly corner of lands now or formerly of Onondaga County Industrial (Liber 3842 of Deeds at page 257);

Running thence along said southeasterly line North 43 degrees 09 minutes 08 seconds East a distance of 112.20 feet to a point;

Running thence South 41 degrees 58 minutes 22 seconds East a distance of 452.63 feet to a point;

Running thence South 28 degrees 44 minutes 22 seconds East a distance of 375.18 feet to a point;

Running thence South 61 degrees 15 minutes 38 seconds West a distance of 67.98 feet to a point in the northeasterly line of Onondaga County Industrial;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 375.18 to a point;

Running thence North 44 degrees 14 minutes 10 seconds West a distance of 216.93 feet to a point;

Running thence North 51 degrees 56 minutes 36 seconds West a distance of 214.00 feet to the point or place of beginning, containing 1.411 acres of land, more or less.

PARCEL B: TP #108.01-01-02

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 57, 58, 59, 60, 61 and 62 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 250.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 07 seconds West a distance of 239.89 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 120.43 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 43 degrees 09 minutes 13 seconds East a distance of 227.95 feet to the point or place of beginning, containing .644 acres of land.

PARCEL C: TP #108.01-01-03

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 51, 52, 53, 54, 55, and 56 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 370.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 12 seconds West a distance of 258.83 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 30.44 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 91.38 feet to a point in the northeasterly street line of Harbor Street, also being the southwesterly corner of Parcel B, above;

Running thence North 43 degrees 09 minutes 07 seconds East along the southeasterly line of Parcel B, above, a distance of 239.89 feet to the point or place of beginning, containing .680 acres of land.

PARCEL D: TP #108.01-01-04.1

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50, and all of Lot Nos 42, 43, 44, and 45 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin found in the northwesterly street line of Rusin Avenue located South 62 degrees 01 second 28 minutes West a distance of 79.66 feet from the intersection of said street line with the southwesterly street line of State Fair Boulevard;

Running thence South 62 degrees 01 second 28 minutes West a distance of 237.14 feet to a point in the northeasterly line of Harbor Street marked by a pin set;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 121.72 feet to a point marked by a pin set in the northeasterly street line of Harbor Street, also being the southwest corner of Parcel C, above;

Running thence North 43 degrees 09 minutes 12 seconds East along the southeasterly line of Parcel C, above, a distance of 183.82 feet to a point marked by a pin found;

Running thence South 47 degrees 39 minutes 49 seconds East a distance of 192.41 feet to the point or place of beginning, containing .737 acres of land.

Parcel A is conveyed subject to a Right of Way and Easement given to the County of Onondaga for sewers and force mains, dated December 8, 2006 and recorded December 13, 2006 in the Onondaga County Clerk's Office in Liber 4972 of Deeds at Page 504.

Parcels B and C are conveyed subject to a permanent easement being 5.00 feet in width lying southwesterly of and adjacent to said southwesterly boundary of State Fair Boulevard, as reserved by the City of Syracuse in a deed to John Rotella dated November 20, 1974 and recorded December 12, 1974 in the Onondaga County Clerk's Office in Liber 2545 of Deeds at page 181.

Parcels B, C and D are conveyed subject to a Right of Way and Easement given to the County of Onondaga for sewers and force mains, dated December 8, 2006 and recorded December 13, 2006 in the Onondaga County Clerk's Office in Liber 4972 of Deeds at Page 498.

The above described parcels being shown as "PARCEL A", "PARCEL B", "PARCEL C" and "PARCEL D" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being the same premises conveyed to Grantor by deed dated September 16, 2015 and recorded September 18, 2015 in the Onondaga County Clerk's Office in Liber 5341 of Deeds at Page 534.

Lumus Investors Co. to Maguire

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin set in the southwesterly street line of State Fair Boulevard where said street line intersects the northwesterly street line of Rusin Avenue;

Running thence South 62 degrees 01 second 28 minutes West a distance of 79.66 feet to a point in the northwesterly line of Rusin Avenue marked by an iron pin found;

Running thence North 47 degrees 39 minutes 49 seconds West a distance of 192.41 feet to a point marked by an iron pin found;

Running thence North 43 degrees 09 minutes 12 seconds East a distance of 75.01 feet to a point marked by an iron pin found in the southwesterly street line of State Fair Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along said street line a distance of 218.18 feet to the point or place of beginning, containing .353 acres of land.

Subject to permanent easements being 5.00 feet in width lying southwesterly of and adjacent to said southwesterly boundary of State Fair Boulevard, as reserved by the City of Syracuse in two deeds to John Rotella: (a) dated November 20, 1974 and recorded December 12, 1974 in the Onondaga County Clerk's Office in Liber 2545 of Deeds at page 181; and (b) dated January 15, 1976 and recorded April 7, 1976 in the Onondaga County Clerk's Office in Liber 2577 of Deeds at page 522.

The above described parcel being shown as "PARCEL E" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being part of the same premises conveyed to Lumus Investors, Co., by deed of John Rotella dated January 25, 1983 and recorded May 17, 1983 in the Onondaga County Clerk's Office in Liber 3008 of Deeds at Page 331. Peter Muserlian and Paul Anderson were the only partners of Lumus Investors, Co. Peter Muserlian died on April 23, 1999, and Letters Testamentary in the Ancillary Probate action were issued by the Onondaga Surrogate's Court to Margaret M. Mooney, Patricia M. Golding, and Peter E. Muserlian on May 17, 1999. This deed is executed by Paul Anderson, individually and as a partner in Lumus Investors Co., and by Margaret M. Mooney, Patricia M. Golding, and Peter E. Muserlian, individually and as Executors of the Estate of Peter Muserlain, in order to convey any interest of the Grantors, if any, in and to the above described parcel.

Boukair Realty, LLC to Maguire Family Limited Partnership

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of farm lots no. 322 and 323, and lots 74 through 87 of the Hiawatha Tract of the Onondaga Salt Springs Reservation, more particularly described as follows:

Beginning at a point marked by a pk nail set at the apparent intersection of the northeast street line of State Fair Boulevard with the southeast street line of Hiawatha Boulevard;

Running thence along the southeast street line of Hiawatha Boulevard North 29 degrees 33 minutes 48 seconds East a distance of 153.31 feet to a point marked by a pk nail set;

Running thence along the southeast street line of Hiawatha Boulevard North 43 degrees 09 minutes 08 seconds East a distance of 297.13 feet to a point located 1.6 feet southwesterly from a monument found;

Running thence along lands of the State of New York South 61 degrees 44 minutes 54 seconds East a distance of 441.10 feet to a point marking the northwest corner of lands now or formerly of Carbone (Deed Book 2602, page 434 and Deed Book 3338, page 26), which Carbone parcel is shown on the survey map reference below as "Parcel G", and which Carbone parcel is being conveyed to Grantee by separate deed recorded in the Onondaga County Clerk's Office concurrently herewith;

Running thence South 28 degrees 16 minutes 12 seconds West a distance of 286.71 feet to a point marked by a fence post;

Running thence South 51 degrees 02 minutes 59 seconds West a distance of 417.73 feet to a point in the northeast line of State Fair Boulevard;

Running thence along said northeast line North 47 degrees 39 minutes 52 seconds West a distance of 172.39 feet to a point marked by a pk nail set;

Running thence North 17 degrees 06 minutes 42 seconds West a distance of 269.62 feet to the point or place of beginning, containing 6.355 acres of land, more or less.

Subject to a 40 foot permanent easement, reserved by the City of Syracuse, and also a condition related to the grade of State Fair Boulevard, described in a deed recorded on December 18, 1957 in the Onondaga County Clerk's Office in Liber 1888 of Deeds at page 302.

Subject to an easement granted to Niagara Mohawk Power Corporation by instrument recorded on March 16, 1972 in the Onondaga County Clerk's Office in Liber 2471 of Deeds at Page 1041.

Subject to an easement granted to the City of Syracuse by instrument recorded on January 22, 1911 in the Onondaga County Clerk's Office in Liber 402 of Deeds at Page 93.

Subject to an easement granted to the City of Syracuse by instrument dated June 29, 1910 and recorded August 12, 1910 in the Onondaga County Clerk's Office in Liber 402 of Deeds at Page 19.

The above described parcels being shown as "PARCEL F" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Don Al Realty Co. to Maguire Family Limited Partnership

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of farm lots no. 322 and 323, and lots 74 through 87 of the Hiawatha Tract of the Onondaga Salt Springs Reservation, more particularly described as follows:

Beginning at a point in the northeast street line of State Fair Boulevard, which point marked the southernmost corner of lands now or formerly of Boukair Realty, LLC (Deed Book 4887, Page 273), which Boukair parcel is shown on the survey map reference below as "Parcel F", and which Boukair parcel is being conveyed to Grantee by separate deed recorded in the Onondaga County Clerk's Office concurrently herewith;

Running thence along the northeast street line of State Fair Boulevard South 47 degrees 39 minutes 52 seconds East a distance of 291.16 feet to a point marked by a pin set;

Running thence North 62 degrees 01 minutes 28 seconds East along lands now or formerly of the City of Syracuse a distance of 142.80 feet to a point marked by a pk nail set;

Running thence South 47 degrees 39 minutes 52 seconds East a distance of 31.26 feet to a point marked by a pk nail set;

Running thence North 62 degrees 01 minutes 28 seconds East a distance of 485.53 feet to a point;

Running thence North 10 degrees 25 minutes 32 seconds East a distance of 239.45 feet along lands now or formerly of the State of New York, to a point marked by a stone monument found;

Running thence North 61 degrees 44 minutes 54 seconds West a distance of 426.77 feet to a point in the northeast corner of Boukair Realty, LLC;

Running thence South 28 degrees 16 minutes 12 seconds West a distance of 286.71 feet to a point marked by a fence post;

Running thence South 51 degrees 02 minutes 59 seconds West a distance of 417.73 feet to the point or place of beginning, containing 6.957 acres of land.

Subject to a 40 foot permanent easement, reserved by the City of Syracuse, and also a condition related to the grade of State Fair Boulevard, described in a deed recorded on December 18, 1957 in the Onondaga County Clerk's Office in Liber 1888 of Deeds at page 302.

Subject to an easement granted to Niagara Mohawk Power Corporation by instrument recorded on March 16, 1972 in the Onondaga County Clerk's Office in Liber 2471 of Deeds at Page 1041.

Subject to an easement granted to the City of Syracuse by instrument recorded on January 22, 1911 in the Onondaga County Clerk's Office in Liber 402 of Deeds at Page 93.

Subject to an easement granted to the City of Syracuse by instrument dated June 29, 1910 and recorded August 12, 1910 in the Onondaga County Clerk's Office in Liber 402 of Deeds at Page 19.

The above described parcels being shown as "PARCEL G" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

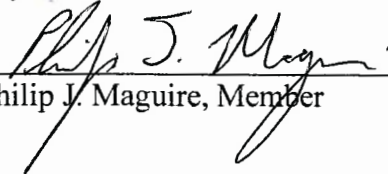
Being part of the same premises conveyed to Dominick D. Carbone and Alexander A. Carbone d/b/a Don-Al Realty Co. by two deeds: (a) deed dated March 1, 2077 and recorded March 16, 1977 in the Onondaga County Clerk's Office in Liber 2602 of Deeds at Page 434; and (b) deed dated January 7, 1987 and recorded March 13, 1987 in the Onondaga County Clerk's Office in Liber 3338 of Deeds at Page 26.

SCHEDULE B

PILOT CERTIFICATION

THE MEANING OF CAPITALIZED TERMS NOT OTHERWISE DEFINED
HEREIN SHALL HAVE THE MEANINGS ATTACHED TO THEM IN THE
ORIGINAL AGENCY LEASE, AS AMENDED HEREBY.

Philip J. Maguire, deposes and says, she is a Member of the **MAGUIRE FAMILY LIMITED PARTNERSHIP**, and has the authority to bind the Company. He has reviewed the estimated value of the payment in lieu of taxes ("**PILOT**") benefits to be realized by the Company; namely \$1,716,174 over the term of the PILOT, and affirms under penalty of perjury that said PILOT benefits represent accurate estimates of the PILOT benefits sought from the Agency in connection with its request for an exemption from real property taxes as it relates to the Project. He further affirms that he is familiar with all of the Agency's current policies including the Agency's Recapture Policy. This statement shall be effective as of February 1, 2017.


Philip J. Maguire, Member

Subscribed and sworn to before me this
10 day of February, 2017.


Notary Public

VIRGINIAA. TESI
Notary Public, State of New York
No. 02TE6087891
Qualified in Tompkins County
Commission Expires Feb. 24, 2017

25

ONONDAGA COUNTY CLERK'S OFFICE
 LISA DELL - COUNTY CLERK
 401 Montgomery St - Room 200
 Syracuse, NY 13202

Phone: 315-435-2226
 Fax: 315-435-3455

Doc Type: M/LEAS
 Grantor: CITY OF SYRACUSE INDUSTRIAL
 MAGUIRE FAMILY LIMITED PARTN
 Grantee: MAGUIRE FAMILY LIMITED PARTN
 CITY OF SYRACUSE INDUSTRIAL
 Legal Desc: SYR/(GED)SW/NW/MANY PARS SEE
 INST
 Prop Address:

Receipt: 1342339 RS
 Book/Page: 05418/0303 Inst: 10277
 Date Filed: 03/30/2017 at 09:33AM
 Updated: 03/31/2017 AM
 Record and Return To:

BARCLAY DAMON
 ATTORNEY PICK UP BOX

Submitted by: BARCLAY DAMON

Recording Fees			Miscellaneous Fees	
Addl pages:	12 x 5.00 =	\$ 60.00	RMI:	\$ 20.00
Addl Names:	0 x 0.50 =	\$ 0.00	TP 584:	\$ 5.00
Addl Refs:	1 x 0.50 =	\$ 0.50	RP5217:	\$ 0.00
Misc:		0.00	AFFTS:	\$ 0.00
Basic		\$25.50		
=====			=====	
TOTAL:		\$86.00	TOTAL:	\$ 25.00

MORTGAGE TAX		DEED TRANSFER TAX	
Mortgage:		Consideration	\$0.00
Basic:	\$0.00	Transfer Tax:	\$0.00
Ins Fund:	\$0.00	SWIS:	3115
Net Add:	\$0.00	Map #:	
Misc:	\$0.00		
=====		=====	
		Total Paid	\$ 111.00
TOTAL	\$0.00	Control no	9365

WARNING - This sheet constitutes the Clerk's endorsement, required by Section 319 of the Real Property Law of the State of New York. Do not detach. Taxes imposed on this instrument at time of recording were paid. Certain information contained in this document is not verified by this office.

LISA DELL
 Onondaga County Clerk

Book/Page 05418 / 0303 Instrument no.: 10277



D054180303

12
CITY OF SYRACUSE
3115

Record and Return to:
Susan R. Katzoff, Esq.
Barclay Damon, LLP
125 East Jefferson St.
Syracuse, NY 13202

**MEMORANDUM OF
FIRST AMENDMENT TO AGENCY LEASE AGREEMENT¹**

5407 p 108
NAME AND ADDRESS OF LESSOR: City of Syracuse Industrial Development Agency
City Hall Commons, 7th Floor
201 East Washington Street
Syracuse, New York 13202

27526
NAME AND ADDRESS OF LESSEE: Maguire Family Limited Partnership
504 South Meadow Street
Ithaca, New York 14850

DESCRIPTION OF LEASED PREMISES:

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

DATE OF EXECUTION OF FIRST AMENDMENT TO AGENCY LEASE AGREEMENT:

As of February 1, 2017

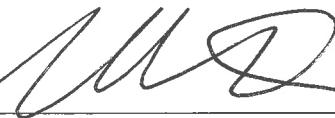
TERM OF AGENCY LEASE AGREEMENT:

The Agency Lease Agreement, as amended from time to time, shall be in effect for a term commencing as of December 1, 2016, and shall terminate on June 30, 2028, unless terminated sooner in accordance with the terms of the Agency Lease Agreement.

¹ This Memorandum of First Amendment to Agency Lease Agreement is in relation to the Agency Lease Agreement between the Lessor and Lessee dated as of December 1, 2016, a memorandum of which was filed in the Onondaga County Clerk's Office on December 30, 2016 in Book 5407 at page 108.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 1st day of February, 2017.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 

William M. Ryan, Chairman

MAGUIRE FAMILY LIMITED PARTNERSHIP

By: _____
Philip J. Maguire, Member

Acknowledged and Consented to by
on the ____ day of February, 2017:

MAGUIRE DRS LLC

By: _____
Philip J. Maguire, Member

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 1st day of February, 2017.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

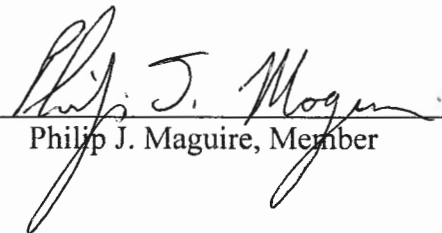
By: _____
William M. Ryan, Chairman

MAGUIRE FAMILY LIMITED PARTNERSHIP

By:  _____
Philip J. Maguire, Member

Acknowledged and Consented to by
on the 10th day of February, 2017:

MAGUIRE DRS LLC

By:  _____
Philip J. Maguire, Member

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

On this 14th day of February, 2017, before me, the undersigned, personally appeared, **William M. Ryan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

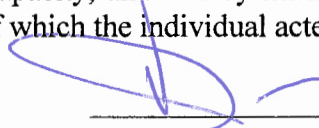


Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC505591
Commission Expires on Feb. 12, 2018

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

On this 10 day of February, 2017, before me, the undersigned, personally appeared, **Philip J. Maguire**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

VIRGINIA A. TESI
Notary Public, State of New York
No. 02TE6087891
Qualified in Tompkins County
Commission Expires Feb. 24, 2018

EXHIBIT "A"

LEGAL DESCRIPTION

65 Arthur St, LLC to Maguire

PARCEL A: TP #108.01-04-02

(Ged) SW
All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Water Lots 4, 5, 6 and 7 in Block 36 of the former Village of Geddes as shown on a map made by John Randall, Jr., and being more particularly described as follows:

Beginning at a point marked by an iron pin found at the intersection of the southeasterly line of Hiawatha Boulevard with the northerly corner of lands now or formerly of Onondaga County Industrial (Liber 3842 of Deeds at page 257);

Running thence along said southeasterly line North 43 degrees 09 minutes 08 seconds East a distance of 112.20 feet to a point;

Running thence South 41 degrees 58 minutes 22 seconds East a distance of 452.63 feet to a point;

Running thence South 28 degrees 44 minutes 22 seconds East a distance of 375.18 feet to a point;

Running thence South 61 degrees 15 minutes 38 seconds West a distance of 67.98 feet to a point in the northeasterly line of Onondaga County Industrial;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 375.18 to a point;

Running thence North 44 degrees 14 minutes 10 seconds West a distance of 216.93 feet to a point;

Running thence North 51 degrees 56 minutes 36 seconds West a distance of 214.00 feet to the point or place of beginning, containing 1.411 acres of land, more or less.

PARCEL B: TP #108.01-01-02

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 57, 58, 59, 60, 61 and 62 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 250.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 07 seconds West a distance of 239.89 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 120.43 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 43 degrees 09 minutes 13 seconds East a distance of 227.95 feet to the point or place of beginning, containing .644 acres of land.

PARCEL C: TP #108.01-01-03

NW (All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 51, 52, 53, 54, 55, and 56 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 370.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 12 seconds West a distance of 258.83 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 30.44 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 91.38 feet to a point in the northeasterly street line of Harbor Street, also being the southwesterly corner of Parcel B, above;

Running thence North 43 degrees 09 minutes 07 seconds East along the southeasterly line of Parcel B, above, a distance of 239.89 feet to the point or place of beginning, containing .680 acres of land.

PARCEL D: TP #108.01-01-04.1

NW (All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50, and all of Lot Nos 42, 43, 44, and 45 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin found in the northwesterly street line of Rusin Avenue located South 62 degrees 01 second 28 minutes West a distance of 79.66 feet from the intersection of said street line with the southwesterly street line of State Fair Boulevard;

Running thence South 62 degrees 01 second 28 minutes West a distance of 237.14 feet to a point in the northeasterly line of Harbor Street marked by a pin set;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 121.72 feet to a point marked by a pin set in the northeasterly street line of Harbor Street, also being the southwest corner of Parcel C, above;

Running thence North 43 degrees 09 minutes 12 seconds East along the southeasterly line of Parcel C, above, a distance of 183.82 feet to a point marked by a pin found;

Running thence South 47 degrees 39 minutes 49 seconds East a distance of 192.41 feet to the point or place of beginning, containing .737 acres of land.

Parcel A is conveyed subject to a Right of Way and Easement given to the County of Onondaga for sewers and force mains, dated December 8, 2006 and recorded December 13, 2006 in the Onondaga County Clerk's Office in Liber 4972 of Deeds at Page 504.

Parcels B and C are conveyed subject to a permanent easement being 5.00 feet in width lying southwesterly of and adjacent to said southwesterly boundary of State Fair Boulevard, as reserved by the City of Syracuse in a deed to John Rotella dated November 20, 1974 and recorded December 12, 1974 in the Onondaga County Clerk's Office in Liber 2545 of Deeds at page 181.

Parcels B, C and D are conveyed subject to a Right of Way and Easement given to the County of Onondaga for sewers and force mains, dated December 8, 2006 and recorded December 13, 2006 in the Onondaga County Clerk's Office in Liber 4972 of Deeds at Page 498.

The above described parcels being shown as "PARCEL A", "PARCEL B", "PARCEL C" and "PARCEL D" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being the same premises conveyed to Grantor by deed dated September 16, 2015 and recorded September 18, 2015 in the Onondaga County Clerk's Office in Liber 5341 of Deeds at Page 534.

Lumus Investors Co. to Maguire

NW
All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin set in the southwesterly street line of State Fair Boulevard where said street line intersects the northwesterly street line of Rusin Avenue;

Running thence South 62 degrees 01 second 28 minutes West a distance of 79.66 feet to a point in the northwesterly line of Rusin Avenue marked by an iron pin found;

Running thence North 47 degrees 39 minutes 49 seconds West a distance of 192.41 feet to a point marked by an iron pin found;

Running thence North 43 degrees 09 minutes 12 seconds East a distance of 75.01 feet to a point marked by an iron pin found in the southwesterly street line of State Fair Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along said street line a distance of 218.18 feet to the point or place of beginning, containing .353 acres of land.

Subject to permanent easements being 5.00 feet in width lying southwesterly of and adjacent to said southwesterly boundary of State Fair Boulevard, as reserved by the City of Syracuse in two deeds to John Rotella: (a) dated November 20, 1974 and recorded December 12, 1974 in the Onondaga County Clerk's Office in Liber 2545 of Deeds at page 181; and (b) dated January 15, 1976 and recorded April 7, 1976 in the Onondaga County Clerk's Office in Liber 2577 of Deeds at page 522.

The above described parcel being shown as "PARCEL E" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being part of the same premises conveyed to Lumus Investors, Co., by deed of John Rotella dated January 25, 1983 and recorded May 17, 1983 in the Onondaga County Clerk's Office in Liber 3008 of Deeds at Page 331. Peter Muserlian and Paul Anderson were the only partners of Lumus Investors, Co. Peter Muserlian died on April 23, 1999, and Letters Testamentary in the Ancillary Probate action were issued by the Onondaga Surrogate's Court to Margaret M. Mooney, Patricia M. Golding, and Peter E. Muserlian on May 17, 1999. This deed is executed by Paul Anderson, individually and as a partner in Lumus Investors Co., and by Margaret M. Mooney, Patricia M. Golding, and Peter E. Muserlian, individually and as Executors of the Estate of Peter Muserlain, in order to convey any interest of the Grantors, if any, in and to the above described parcel.

Schedule A
Boukair Realty, LLC to Maguire Family Limited Partnership

NW
All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of farm lots no. 322 and 323, and lots 74 through 87 of the Hiawatha Tract of the Onondaga Salt Springs Reservation, more particularly described as follows:

Beginning at a point marked by a pk nail set at the apparent intersection of the northeast street line of State Fair Boulevard with the southeast street line of Hiawatha Boulevard;

Running thence along the southeast street line of Hiawatha Boulevard North 29 degrees 33 minutes 48 seconds East a distance of 153.31 feet to a point marked by a pk nail set;

Running thence along the southeast street line of Hiawatha Boulevard North 43 degrees 09 minutes 08 seconds East a distance of 297.13 feet to a point located 1.6 feet southwesterly from a monument found;

Running thence along lands of the State of New York South 61 degrees 44 minutes 54 seconds East a distance of 441.10 feet to a point marking the northwest corner of lands now or formerly of Carbone (Deed Book 2602, page 434 and Deed Book 3338, page 26), which Carbone parcel is shown on the survey map reference below as "Parcel G", and which Carbone parcel is being conveyed to Grantee by separate deed recorded in the Onondaga County Clerk's Office concurrently herewith;

Running thence South 28 degrees 16 minutes 12 seconds West a distance of 286.71 feet to a point marked by a fence post;

Running thence South 51 degrees 02 minutes 59 seconds West a distance of 417.73 feet to a point in the northeast line of State Fair Boulevard;

Running thence along said northeast line North 47 degrees 39 minutes 52 seconds West a distance of 172.39 feet to a point marked by a pk nail set;

Running thence North 17 degrees 06 minutes 42 seconds West a distance of 269.62 feet to the point or place of beginning, containing 6.355 acres of land, more or less.

Subject to a 40 foot permanent easement, reserved by the City of Syracuse, and also a condition related to the grade of State Fair Boulevard, described in a deed recorded on December 18, 1957 in the Onondaga County Clerk's Office in Liber 1888 of Deeds at page 302.

Subject to an easement granted to Niagara Mohawk Power Corporation by instrument recorded on March 16, 1972 in the Onondaga County Clerk's Office in Liber 2471 of Deeds at Page 1041.

Subject to an easement granted to the City of Syracuse by instrument recorded on January 22, 1911 in the Onondaga County Clerk's Office in Liber 402 of Deeds at Page 93.

Subject to an easement granted to the City of Syracuse by instrument dated June 29, 1910 and recorded August 12, 1910 in the Onondaga County Clerk's Office in Liber 402 of Deeds at Page 19.

The above described parcels being shown as "PARCEL F" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Schedule A
Don Al Realty Co. to Maguire Family Limited Partnership

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of farm lots no. 322 and 323, and lots 74 through 87 of the Hiawatha Tract of the Onondaga Salt Springs Reservation, more particularly described as follows:

Beginning at a point in the northeast street line of State Fair Boulevard, which point marked the southernmost corner of lands now or formerly of Boukair Realty, LLC (Deed Book 4887, Page 273), which Boukair parcel is shown on the survey map reference below as "Parcel F", and which Boukair parcel is being conveyed to Grantee by separate deed recorded in the Onondaga County Clerk's Office concurrently herewith;

Running thence along the northeast street line of State Fair Boulevard South 47 degrees 39 minutes 52 seconds East a distance of 291.16 feet to a point marked by a pin set;

Running thence North 62 degrees 01 minutes 28 seconds East along lands now or formerly of the City of Syracuse a distance of 142.80 feet to a point marked by a pk nail set;

Running thence South 47 degrees 39 minutes 52 seconds East a distance of 31.26 feet to a point marked by a pk nail set;

Running thence North 62 degrees 01 minutes 28 seconds East a distance of 485.53 feet to a point;

Running thence North 10 degrees 25 minutes 32 seconds East a distance of 239.45 feet along lands now or formerly of the State of New York, to a point marked by a stone monument found;

Running thence North 61 degrees 44 minutes 54 seconds West a distance of 426.77 feet to a point in the northeast corner of Boukair Realty, LLC;

Running thence South 28 degrees 16 minutes 12 seconds West a distance of 286.71 feet to a point marked by a fence post;

Running thence South 51 degrees 02 minutes 59 seconds West a distance of 417.73 feet to the point or place of beginning, containing 6.957 acres of land.

Subject to a 40 foot permanent easement, reserved by the City of Syracuse, and also a condition related to the grade of State Fair Boulevard, described in a deed recorded on December 18, 1957 in the Onondaga County Clerk's Office in Liber 1888 of Deeds at page 302.

Subject to an easement granted to Niagara Mohawk Power Corporation by instrument recorded on March 16, 1972 in the Onondaga County Clerk's Office in Liber 2471 of Deeds at Page 1041.

Subject to an easement granted to the City of Syracuse by instrument recorded on January 22, 1911 in the Onondaga County Clerk's Office in Liber 402 of Deeds at Page 93.

Subject to an easement granted to the City of Syracuse by instrument dated June 29, 1910 and recorded August 12, 1910 in the Onondaga County Clerk's Office in Liber 402 of Deeds at Page 19.

The above described parcels being shown as "PARCEL G" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being part of the same premises conveyed to Dominick D. Carbone and Alexander A. Carbone d/b/a Don-Al Realty Co. by two deeds: (a) deed dated March 1, 2077 and recorded March 16, 1977 in the Onondaga County Clerk's Office in Liber 2602 of Deeds at Page 434; and (b) deed dated January 7, 1987 and recorded March 13, 1987 in the Onondaga County Clerk's Office in Liber 3338 of Deeds at Page 26.



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

Recording office time stamp

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

Schedule A – Information relating to conveyance

Grantor/Transferor	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) City of Syracuse Industrial Development Agency	Social security number
<input type="checkbox"/> Individual	Mailing address 201 East Washington Street, 7th Floor	Social security number
<input type="checkbox"/> Corporation	City State ZIP code Syracuse NY 13204	Federal EIN 52-1380308
<input type="checkbox"/> Partnership	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
<input type="checkbox"/> Estate/Trust		
<input type="checkbox"/> Single member LLC		
<input checked="" type="checkbox"/> Other		
Grantee/Transferee	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) Maguire Family Limited Partnership	Social security number
<input type="checkbox"/> Individual	Mailing address 504 South Meadow Street	Social security number
<input type="checkbox"/> Corporation	City State ZIP code Ithaca NY 14850	Federal EIN 16-1545665
<input type="checkbox"/> Partnership	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN
<input type="checkbox"/> Estate/Trust		
<input type="checkbox"/> Single member LLC		
<input checked="" type="checkbox"/> Other		

Location and description of property conveyed

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

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house	5 <input checked="" type="checkbox"/> Commercial/Industrial	Date of conveyance	Percentage of real property conveyed which is residential real property _____ 0 % <i>(see instructions)</i>
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building	02 01 2017 <small>month day year</small>	
3 <input type="checkbox"/> Residential condominium	7 <input type="checkbox"/> Office building		
4 <input type="checkbox"/> Vacant land	8 <input type="checkbox"/> Other _____		

Condition of conveyance (check 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 type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III) |
| | 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 checked="" type="checkbox"/> Other (describe) <u>First Amendment to</u> |

For recording officer's use	Amount received Schedule B., Part I \$ _____ Schedule B., Part II \$ _____	Date received	Transaction number <u>Agency Lease</u>
------------------------------------	--	---------------	--

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

Part I – Computation of tax due

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) <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 II – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

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

Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

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

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) See Schedule "B"..... k

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

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

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

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


- 1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

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

 - Other (attach detailed explanation).
- 3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) must sign)

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

City of Syracuse Industrial Development Agency  _____ Grantor signature William M. Ryan	Maguire Family Limited Partnership _____ Chairman Title _____ Grantee signature Philip J. Maguire	_____ Member Title _____ Grantee signature _____ Title
Grantor signature	Title	Title
Grantor signature	Title	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

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

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

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

1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

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

Other (attach detailed explanation).

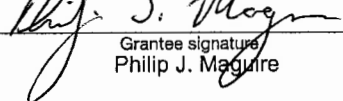
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) must sign)

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

City of Syracuse Industrial Development Agency

Maguire Family Limited Partnership

Grantor signature William M. Ryan	Chairman Title	 Grantee signature Philip J. Maguire	Member Title
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

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

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

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under Exemptions for nonresident transferor(s)/seller(s) and sign at bottom.

Part I - New York State residents

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

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

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

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

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

Part II - Nonresidents of New York State

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

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

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

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

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ to _____ (see instructions).
Date Date
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

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

SCHEDULE "A"

Tax Map designation	SWIS code	Street Address
108.1-02-43.1	311500	959 Hiawatha Boulevard West
108.1-02-40.01	311500	406-10 State Fair Boulevard

SCHEDULE "B"

The document being recorded for which this NYS Form TP-584 is being provided is a Memorandum of Lease between the Grantor and the Grantee. The sum of the term of the lease and any options for renewal do not exceed forty-nine (49) years, and therefore said lease is not a Conveyance within the meaning of Article 31 of the Tax Law.

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CERTIFICATION

In December, 2016, at the request of **MAGUIRE FAMILY LIMITED PARTNERSHIP** (the “**Company**”), the City of Syracuse Industrial Development Agency (the “**Agency**”) undertook a project (the “**Project**”) consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the “**Land**”); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto ; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the “**Facility**”); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the “**Equipment**” and together with the Land and the Facility, the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company’s affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

Properties located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street each located in the City of Syracuse are collectively referred to as “**Parcels 1**”; and properties at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, each located in the City of Syracuse, New York are collectively referred to as “**Parcels 2**”.

On December 29, 2016 the Agency and the Company closed on a straight lease transaction regarding that portion of the Project encompassing Parcels 1 (the “**2016 Closing**”). The Company has since become the fee owner of Parcels 2 and, in accordance with the terms of the documents executed at the 2016 Closing, has entered into amendments (as outlined below) of certain of those documents to incorporate Parcels 2, and any improvements, therein.

In connection with the Project, the Company has executed and delivered documents to and for the benefit of the Agency. Those documents, which included but are not limited to, a company lease between the Company and the Agency dated as of December 1, 2016 (the “**Original Company Lease**”), as amended by a First Amendment to Company Lease Agreement dated as of February 1, 2017 (the “**First Amendment to Company Lease**” and collectively with the Original

Company Lease, the “*Company Lease*”), an agency lease between the Agency and the Company, dated as of December 1, 2016, by and between the Agency and the Company (the “*Original Agency Lease*”), as amended by the First Amendment to Agency Lease Agreement dated as of February 1, 2017 (the “*First Amendment to Agency Lease*” and collectively with the Original Agency Lease, the “*Agency Lease*”), an environmental compliance and indemnification agreement by the Company in favor of the Agency (the “*Original Environmental Agreement*”), as amended by a First Amendment to Environmental Compliance and Indemnification Agreement, dated as of February 1, 2017 (the “*Amended Environmental Agreement*” and together with the Original Environmental Agreement, the “*Environmental Agreement*”), and a payment in lieu of taxes agreement by and among the Company, the Agency and the City of Syracuse Industrial Development Agency, dated as of February 1, 2017 (the “*PILOT Agreement*”); and, in addition, the parties entered into numerous other documents with respect to the Project and together with the Company Lease, the Agency Lease and the PILOT Agreement, collectively referred to herein as the “*Lease Documents*”).

The meaning of capitalized terms not otherwise defined herein shall have the meanings attached to them in the Agency Lease.

The undersigned, Philip J. Maguire an authorized signatory of the Company, does hereby certify and confirm:

(1) There is no event of default on the part of the Company under the Lease Documents executed as part of the 2016 Closing 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; and

(2) The representations and covenants made by the Company in its general certificate, dated as of December 1, 2016 and given to the Agency in conjunction with the 2016 Closing remain true and correct and there have been no amendments or changes to the Company’s Certificate of Partnership or Partnership Agreement except as set forth in **Exhibit “A”** hereto, and each are still in full force and effect.

(3) The Company is, has been and at all times will be, a limited partnership, duly organized, validly existing and in good standing under the laws of the State and authorized and licensed under the laws of the State of Delaware, authorized to transact business as a limited partnership in the State of New York for the purpose of owning and operating the Project Facility (as that term is defined in the Agency Lease) in the State, for so long as the Lease Documents remain in effect. Attached hereto as **Exhibit “B”** is a true and correct copy of a Certificate of Good Standing of the Company issued by the Delaware Secretary of State and the New York State Secretary of State.

(4) As evidenced by the Company’s resolution dated December 19, 2016 (the “*Resolution*”), attached hereto as **Exhibit “C”**, the Company has full legal right, power and authority to execute and deliver the Lease Documents and said Resolution remains in full force and effect as of the date hereof.

(5) Attached hereto at **Exhibit "D"** is proof of current insurance naming the Agency as an additional insured pursuant to the requirements under the Agency Lease.

(6) The Company is familiar with all of the Agency's policies, including but not limited to, its Recapture Policy, and agrees to be bound thereby.

Dated as of February 1, 2017

MAGUIRE FAMILY LIMITED PARTNERSHIP

By:

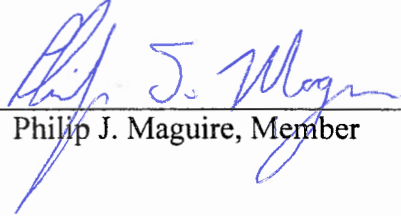

Philip J. Maguire, Member

EXHIBIT "A"

**CHANGES TO CERTIFICATE OF PARTNERSHIP
OR PARTNERSHIP AGREEMENT**

NONE

EXHIBIT "B"
GOOD STANDING CERTIFICATES
(DE & NY)

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MAGUIRE FAMILY LIMITED PARTNERSHIP" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTEENTH DAY OF DECEMBER, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "MAGUIRE FAMILY LIMITED PARTNERSHIP" WAS FORMED ON THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1997.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



2857820 8300

SR# 20167080582

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203513818

Date: 12-14-16

State of New York
Department of State } ss:

I hereby certify, that MAGUIRE FAMILY LIMITED PARTNERSHIP a DELAWARE Limited Partnership, filed an Application for Authority pursuant to the Partnership Law, on 01/11/2008, and so far as shown by the records of this Department is authorized to do business under the Laws of the State of New York.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 13th day of December
two thousand and sixteen.*

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

Brendan W. Fitzgerald
Executive Deputy Secretary of State

EXHIBIT "C"
RESOLUTION

UNANIMOUS WRITTEN CONSENT OF GENERAL PARTNERS
(Maguire Family Limited Partnership)

TIMOTHY J. MAGUIRE and FRANCES E. MAGUIRE, each a "General Partner" and collectively being all the General Partners of Maguire Family Limited Partnership, a Delaware limited partnership (the "Company"), and, as such, being all those entitled to vote on the matters addressed herein, by their execution below of this Unanimous Written Consent of General Partners, evidence their consent to and authorization of the Company to take the following action:

1. The Company shall acquire for redevelopment the real property and improvements (collectively, the "Property") located in the City of Syracuse, Onondaga County, New York, commonly referred to with the following addresses and tax map numbers:

- a. 406-10 State Fair Boulevard; Tax Map Number 108.1-02-40.01
- b. 959 Hiawatha Boulevard West; Tax Map Number 108.1-02-43.1
- c. 1027 Hiawatha Boulevard West; Tax Map Number 108.1-04-02.0
- d. 401 State Fair Boulevard; Tax Map Number 108.1-01-03.0
- e. 403 State Fair Boulevard; Tax Map Number 108.1-01-02.0
- f. 101 Rusin Avenue; Tax Map Number 108.1-01-04.01
- g. 103 Rusin Avenue & Harbor Street; Tax Map Number 108.1-04-04.1

2. The Company made application to the Syracuse Industrial Development Agency ("SIDA") seeking economic assistance with the redevelopment and construction of the Property, which application SIDA approved. In furtherance of its receipt of such economic assistance from SIDA, the Company will enter into such agreements with SIDA upon such terms and conditions as the General Partners deem appropriate including, without limitation: (a) a company lease agreement, (b) an agency lease agreement, (c) a project agreement, lease/leaseback agreement, (d) a local access agreement, and (e) environmental compliance agreement (collectively, together with any and all related agreements and documents, the "SIDA Documents").

3. The Company hereby authorizes Philip J. Maguire, individually and without the need of any other individual, to execute any and all of the SIDA Documents. The execution and delivery of the same by Philip J. Maguire is the enforceable and binding act and obligation of the Company.

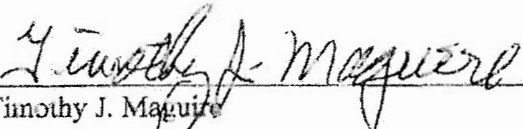
4. The Company authorizes Philip J. Maguire, individually and without the need of any other individual, to execute any and all such other and further documents, and to take any such other and further actions as deemed necessary to consummate the actions contemplated herein. The execution and delivery of any such documents by Philip J. Maguire is the enforceable and binding act and obligation of the Company.

5. The Company hereby approves, ratifies, and certifies any and all actions heretofore taken by the Company or Philip J. Maguire, individually, and/or all other authorized agents on behalf of the Company in furtherance of the actions contemplated herein.

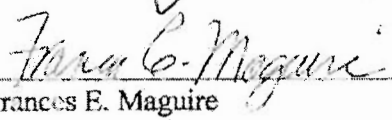
6. The Company authorizes the execution of this Unanimous Written Consent of General Partners in any number of counterparts, all of which, when taken together, constitute one consent binding on all parties.

IN WITNESS WHEREOF, the General Partners executed this Unanimous Written Consent of General Partners as of the 19th day of December 2016.

GENERAL PARTNERS:



Timothy J. Maguire



Frances E. Maguire

EXHIBIT "D"

INSURANCE

SEE TAB 9

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**FIRST AMENDMENT TO ENVIRONMENTAL COMPLIANCE
AND INDEMNIFICATION AGREEMENT**

THIS FIRST AMENDMENT TO ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT (the "**Agreement**"), made as of the 1st day of February, 2017, by **MAGUIRE FAMILY LIMITED PARTNERSHIP** (the "**Indemnitor**" or the "**Company**"), for the benefit of the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY** (the "**Agency**"), amends that certain Environmental Compliance And Indemnification Agreement, dated as of December 1, 2016 by the Indemnitor for the benefit of the Agency (the "**Original Agreement**") .

RECITALS

WHEREAS, in conjunction with undertaking a project at the request of the Indemnitor (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York, as more fully described on Schedule A annexed hereto (collectively, the "**Land**"); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto ; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company's affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement, the Indemnitor executed and delivered the Original Agreement for the benefit of the Agency; and

WHEREAS, at the time the Original Agreement was executed and delivered, the Company did not possess fee title to either 406-10 State Fair Boulevard or 959 Hiawatha Boulevard West, each located in the City of Syracuse, New York and each considered part of the Project Facility (collectively, "**Parcels 2**"); and

WHEREAS, the Indemnitor has now acquired fee title to Parcels 2; and

WHEREAS, the Indemnitor and the Agency, in accordance with Section 10 of the Original Agreement, are desirous of amending the Original Agreement to encompass Parcels 2.

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 Schedule of Definitions attached as Exhibit "C" to the Agency Lease, dated as of December 1, 2016, as amended by a Agreement to Agency Lease, dated as of February 1, 2017, each between the Indemnitor and the Agency (collectively, the "*Agency Lease*").

2. Amendments to Original Agreement.

(a) Schedule "A" of the Original Agreement is deleted in its entirety and replaced with Schedule "A" attached hereto.

(b) Schedule "B" of the Original Agreement is deleted in its entirety and replaced with Schedule "B" attached hereto.

3. Ratification of Original Agreement.

1. The Agency and the Company agree that except as amended herein, all other terms, covenants and conditions of the Original Agreement are hereby ratified and confirmed and, as herein modified and amended, shall remain in full force and effect.

2. This Agreement amends and supplements the Original Agreement as and to the extent set forth herein. This Agreement forms a part of the Original Agreement and all the terms and conditions contained herein shall be deemed to be part of the terms and conditions of the Original Agreement for any and all purposes and the respective rights, duties and obligations under the Original Agreement of the Agency and the Companies shall be determined, exercised and enforced under the Original Agreement, as supplemented and amended hereby. References to the Original Agreement in the Agency and Company Documents shall be deemed to refer to the Original Agreement as amended and supplemented by this Agreement and the Original Agreement, as so amended and supplemented hereby, shall be read, taken and construed as one in the same instrument. The Agency and the Company hereby ratify and confirm the terms, conditions and covenants set forth in the Original Agreement, as supplemented and amended hereby.

4. Authority.

Each of the Agency and the Company represent and warrant that it has the requisite power and authority to enter into and execute this Agreement.

5. Binding Effect.

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

6. Effective Date.

This Agreement shall be effective (the "*Effective Date*") as of February 1, 2017.

7. Invalidity.

If any part, 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 part, 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.

8. 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]

SCHEDULE "A"

LEGAL DESCRIPTION

LEGAL DESCRIPTION

65 Arthur St, LLC to Maguire

PARCEL A: TP #108.01-04-02

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Water Lots 4, 5, 6 and 7 in Block 36 of the former Village of Geddes as shown on a map made by John Randall, Jr., and being more particularly described as follows:

Beginning at a point marked by an iron pin found at the intersection of the southeasterly line of Hiawatha Boulevard with the northerly corner of lands now or formerly of Onondaga County Industrial (Liber 3842 of Deeds at page 257);

Running thence along said southeasterly line North 43 degrees 09 minutes 08 seconds East a distance of 112.20 feet to a point;

Running thence South 41 degrees 58 minutes 22 seconds East a distance of 452.63 feet to a point;

Running thence South 28 degrees 44 minutes 22 seconds East a distance of 375.18 feet to a point;

Running thence South 61 degrees 15 minutes 38 seconds West a distance of 67.98 feet to a point in the northeasterly line of Onondaga County Industrial;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 375.18 to a point;

Running thence North 44 degrees 14 minutes 10 seconds West a distance of 216.93 feet to a point;

Running thence North 51 degrees 56 minutes 36 seconds West a distance of 214.00 feet to the point or place of beginning, containing 1.411 acres of land, more or less.

PARCEL B: TP #108.01-01-02

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 57, 58, 59, 60, 61 and 62 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 250.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 07 seconds West a distance of 239.89 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 120.43 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 43 degrees 09 minutes 13 seconds East a distance of 227.95 feet to the point or place of beginning, containing .644 acres of land.

PARCEL C: TP #108.01-01-03

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 51, 52, 53, 54, 55, and 56 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 370.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 12 seconds West a distance of 258.83 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 30.44 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 91.38 feet to a point in the northeasterly street line of Harbor Street, also being the southwesterly corner of Parcel B, above;

Running thence North 43 degrees 09 minutes 07 seconds East along the southeasterly line of Parcel B, above, a distance of 239.89 feet to the point or place of beginning, containing .680 acres of land.

PARCEL D: TP #108.01-01-04.1

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50, and all of Lot Nos 42, 43, 44, and 45 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin found in the northwesterly street line of Rusin Avenue located South 62 degrees 01 second 28 minutes West a distance of 79.66 feet from the intersection of said street line with the southwesterly street line of State Fair Boulevard;

Running thence South 62 degrees 01 second 28 minutes West a distance of 237.14 feet to a point in the northeasterly line of Harbor Street marked by a pin set;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 121.72 feet to a point marked by a pin set in the northeasterly street line of Harbor Street, also being the southwest corner of Parcel C, above;

Running thence North 43 degrees 09 minutes 12 seconds East along the southeasterly line of Parcel C, above, a distance of 183.82 feet to a point marked by a pin found;

Running thence South 47 degrees 39 minutes 49 seconds East a distance of 192.41 feet to the point or place of beginning, containing .737 acres of land.

Parcel A is conveyed subject to a Right of Way and Easement given to the County of Onondaga for sewers and force mains, dated December 8, 2006 and recorded December 13, 2006 in the Onondaga County Clerk's Office in Liber 4972 of Deeds at Page 504.

Parcels B and C are conveyed subject to a permanent easement being 5.00 feet in width lying southwesterly of and adjacent to said southwesterly boundary of State Fair Boulevard, as reserved by the City of Syracuse in a deed to John Rotella dated November 20, 1974 and recorded December 12, 1974 in the Onondaga County Clerk's Office in Liber 2545 of Deeds at page 181.

Parcels B, C and D are conveyed subject to a Right of Way and Easement given to the County of Onondaga for sewers and force mains, dated December 8, 2006 and recorded December 13, 2006 in the Onondaga County Clerk's Office in Liber 4972 of Deeds at Page 498.

The above described parcels being shown as "PARCEL A", "PARCEL B", "PARCEL C" and "PARCEL D" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being the same premises conveyed to Grantor by deed dated September 16, 2015 and recorded September 18, 2015 in the Onondaga County Clerk's Office in Liber 5341 of Deeds at Page 534.

Lumus Investors Co. to Maguire

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin set in the southwesterly street line of State Fair Boulevard where said street line intersects the northwesterly street line of Rusin Avenue;

Running thence South 62 degrees 01 second 28 minutes West a distance of 79.66 feet to a point in the northwesterly line of Rusin Avenue marked by an iron pin found;

Running thence North 47 degrees 39 minutes 49 seconds West a distance of 192.41 feet to a point marked by an iron pin found;

Running thence North 43 degrees 09 minutes 12 seconds East a distance of 75.01 feet to a point marked by an iron pin found in the southwesterly street line of State Fair Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along said street line a distance of 218.18 feet to the point or place of beginning, containing .353 acres of land.

Subject to permanent easements being 5.00 feet in width lying southwesterly of and adjacent to said southwesterly boundary of State Fair Boulevard, as reserved by the City of Syracuse in two deeds to John Rotella: (a) dated November 20, 1974 and recorded December 12, 1974 in the Onondaga County Clerk's Office in Liber 2545 of Deeds at page 181; and (b) dated January 15, 1976 and recorded April 7, 1976 in the Onondaga County Clerk's Office in Liber 2577 of Deeds at page 522.

The above described parcel being shown as "PARCEL E" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being part of the same premises conveyed to Lumus Investors, Co., by deed of John Rotella dated January 25, 1983 and recorded May 17, 1983 in the Onondaga County Clerk's Office in Liber 3008 of Deeds at Page 331. Peter Muserlian and Paul Anderson were the only partners of Lumus Investors, Co. Peter Muserlian died on April 23, 1999, and Letters Testamentary in the Ancillary Probate action were issued by the Onondaga Surrogate's Court to Margaret M. Mooney, Patricia M. Golding, and Peter E. Muserlian on May 17, 1999. This deed is executed by Paul Anderson, individually and as a partner in Lumus Investors Co., and by Margaret M. Mooney, Patricia M. Golding, and Peter E. Muserlian, individually and as Executors of the Estate of Peter Muserlain, in order to convey any interest of the Grantors, if any, in and to the above described parcel.

Schedule A
Boukair Realty, LLC to Maguire Family Limited Partnership

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of farm lots no. 322 and 323, and lots 74 through 87 of the Hiawatha Tract of the Onondaga Salt Springs Reservation, more particularly described as follows:

Beginning at a point marked by a pk nail set at the apparent intersection of the northeast street line of State Fair Boulevard with the southeast street line of Hiawatha Boulevard;

Running thence along the southeast street line of Hiawatha Boulevard North 29 degrees 33 minutes 48 seconds East a distance of 153.31 feet to a point marked by a pk nail set;

Running thence along the southeast street line of Hiawatha Boulevard North 43 degrees 09 minutes 08 seconds East a distance of 297.13 feet to a point located 1.6 feet southwesterly from a monument found;

Running thence along lands of the State of New York South 61 degrees 44 minutes 54 seconds East a distance of 441.10 feet to a point marking the northwest corner of lands now or formerly of Carbone (Deed Book 2602, page 434 and Deed Book 3338, page 26), which Carbone parcel is shown on the survey map reference below as "Parcel G", and which Carbone parcel is being conveyed to Grantee by separate deed recorded in the Onondaga County Clerk's Office concurrently herewith;

Running thence South 28 degrees 16 minutes 12 seconds West a distance of 286.71 feet to a point marked by a fence post;

Running thence South 51 degrees 02 minutes 59 seconds West a distance of 417.73 feet to a point in the northeast line of State Fair Boulevard;

Running thence along said northeast line North 47 degrees 39 minutes 52 seconds West a distance of 172.39 feet to a point marked by a pk nail set;

Running thence North 17 degrees 06 minutes 42 seconds West a distance of 269.62 feet to the point or place of beginning, containing 6.355 acres of land, more or less.

Subject to a 40 foot permanent easement, reserved by the City of Syracuse, and also a condition related to the grade of State Fair Boulevard, described in a deed recorded on December 18, 1957 in the Onondaga County Clerk's Office in Liber 1888 of Deeds at page 302.

Subject to an easement granted to Niagara Mohawk Power Corporation by instrument recorded on March 16, 1972 in the Onondaga County Clerk's Office in Liber 2471 of Deeds at Page 1041.

Subject to an easement granted to the City of Syracuse by instrument recorded on January 22, 1911 in the Onondaga County Clerk's Office in Liber 402 of Deeds at Page 93.

Subject to an easement granted to the City of Syracuse by instrument dated June 29, 1910 and recorded August 12, 1910 in the Onondaga County Clerk's Office in Liber 402 of Deeds at Page 19.

The above described parcels being shown as "PARCEL F" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Schedule A
Don Al Realty Co. to Maguire Family Limited Partnership

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of farm lots no. 322 and 323, and lots 74 through 87 of the Hiawatha Tract of the Onondaga Salt Springs Reservation, more particularly described as follows:

Beginning at a point in the northeast street line of State Fair Boulevard, which point marked the southernmost corner of lands now or formerly of Boukair Realty, LLC (Deed Book 4887, Page 273), which Boukair parcel is shown on the survey map reference below as "Parcel F", and which Boukair parcel is being conveyed to Grantee by separate deed recorded in the Onondaga County Clerk's Office concurrently herewith;

Running thence along the northeast street line of State Fair Boulevard South 47 degrees 39 minutes 52 seconds East a distance of 291.16 feet to a point marked by a pin set;

Running thence North 62 degrees 01 minutes 28 seconds East along lands now or formerly of the City of Syracuse a distance of 142.80 feet to a point marked by a pk nail set;

Running thence South 47 degrees 39 minutes 52 seconds East a distance of 31.26 feet to a point marked by a pk nail set;

Running thence North 62 degrees 01 minutes 28 seconds East a distance of 485.53 feet to a point;

Running thence North 10 degrees 25 minutes 32 seconds East a distance of 239.45 feet along lands now or formerly of the State of New York, to a point marked by a stone monument found;

Running thence North 61 degrees 44 minutes 54 seconds West a distance of 426.77 feet to a point in the northeast corner of Boukair Realty, LLC;

Running thence South 28 degrees 16 minutes 12 seconds West a distance of 286.71 feet to a point marked by a fence post;

Running thence South 51 degrees 02 minutes 59 seconds West a distance of 417.73 feet to the point or place of beginning, containing 6.957 acres of land.

Subject to a 40 foot permanent easement, reserved by the City of Syracuse, and also a condition related to the grade of State Fair Boulevard, described in a deed recorded on December 18, 1957 in the Onondaga County Clerk's Office in Liber 1888 of Deeds at page 302.

Subject to an easement granted to Niagara Mohawk Power Corporation by instrument recorded on March 16, 1972 in the Onondaga County Clerk's Office in Liber 2471 of Deeds at Page 1041.

Subject to an easement granted to the City of Syracuse by instrument recorded on January 22, 1911 in the Onondaga County Clerk's Office in Liber 402 of Deeds at Page 93.

Subject to an easement granted to the City of Syracuse by instrument dated June 29, 1910 and recorded August 12, 1910 in the Onondaga County Clerk's Office in Liber 402 of Deeds at Page 19.

The above described parcels being shown as "PARCEL G" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being part of the same premises conveyed to Dominick D. Carbone and Alexander A. Carbone d/b/a Don-Al Realty Co. by two deeds: (a) deed dated March 1, 2077 and recorded March 16, 1977 in the Onondaga County Clerk's Office in Liber 2602 of Deeds at Page 434; and (b) deed dated January 7, 1987 and recorded March 13, 1987 in the Onondaga County Clerk's Office in Liber 3338 of Deeds at Page 26.

SCHEDULE "B"

EXCEPTIONS

The findings and conclusions set forth in the following documents and reports:

Limited Hazardous Materials Pre-Renovation Survey (Dodge Ram Showroom) & Limited Hazardous Materials Pre-Demolition Survey (Used Car Building) prepared for Maguire Automotive Group by Arctic Enterprises, Inc., dated October 18, 2016

Subsurface Report 406-410 State Fair Boulevard, Syracuse, New York prepared for Matteson Engineering & Environmental Services by GeoLogic NY, Inc., dated May 2016

Environmental Review State Fair Boulevard Properties, prepared for Maguire Family of Dealerships by Wayne C. Matteson Jr., P.E., dated June 15, 2016

Phase I Environmental Database Report, 101 Rusin Ave, Syracuse, NY 13204, prepared by Toxics Targeting, dated October 7, 2016

Phase I Environmental Site Assessment, Lumus Investors Co. Property, Tax Parcel No. 108.1-01-17, 101 Rusin Avenue, City of Syracuse, Onondaga County, New York, prepared for Maguire Family of Dealerships by Wayne C. Matteson Jr., P.E., dated October 2016

Phase II Environmental Site Assessment, 959 Hiawatha Boulevard West, City of Syracuse, New York, prepared for Boukair Realty, LLC by LaBella Associates, P.C., dated October 2012

Phase I Environmental Site Assessment, State Fair Parcels Property, 103 Rusin Avenue, 401 State Fair Boulevard, 403 State Fair Boulevard, 1027 Hiawatha Boulevard, Syracuse, New York 13204, prepared for 65 Arthur Street, LLC by Energy Environment

All materials commonly stored and utilized by the Company in the normal course of business of selling and repairing new and used cars, including but not limited to: paints, oils, cleansers, automotive fluids, and petroleum.

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**CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT
AGENCY**

and

MAGUIRE FAMILY LIMITED PARTNERSHIP

PAYMENT IN LIEU OF TAX AGREEMENT

Dated as of: February 1, 2017

Maguire Family Limited Partnership

Federal Tax ID #: 16-1545665

THIS PAYMENT IN LIEU OF TAX AGREEMENT, (this “*Agreement*”) dated as of February 1, 2017 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, 7th Floor, Syracuse, New York 13202, and **MAGUIRE FAMILY LIMITED PARTNERSHIP**, a foreign limited partnership duly authorized to do business in the State of New York, with offices at 504 South Meadow Street, Ithaca, New York 14850 (hereinafter referred to as the “*Company*”).

WITNESSETH:

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 December 20, 2016, (the

“Resolution”), resolved to undertake the *“Project”* (as hereinafter defined); and

WHEREAS, the Project will consist of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the *“Land”*); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto ; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the *“Facility”*); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the *“Equipment”* and together with the Land and the Facility, the *“Project Facility”*); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company’s affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Agency will lease the Project Facility from the Company pursuant to that certain Company Lease Agreement dated as of December 1, 2016 as amended by that certain First Amendment to Company Lease Agreement dated as of February 1, 2017 (the *“Company Lease Agreement”*), between the Company and the Agency, and sublease the Project Facility back to the Company pursuant to that certain Agency Lease Agreement dated as of December 1, 2016 as

amended by that certain First Amendment to Agency Lease Agreement dated as of February 1, 2017 (the “*Agency Lease Agreement*”), between the Agency and the Company (collectively the Company Lease Agreement and the Agency Lease Agreement are hereinafter referred to as the “*Lease Agreement*”); 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 Agreement.

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

(d) Validity. The Agency is not prohibited from entering into this Agreement and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement by the terms, conditions or provisions of the Act, any other law, any order of any court or other agency or authority of government, or any agreement or instrument to which the Agency is

a party or by which the Agency is bound, and this Agreement is a legal, valid and binding obligation of the Agency enforceable in accordance with its terms.

Section 1.02. Representations and Warranties by Company

The Company does hereby represent and warrant as follows:

(a) Existence. The Company is a foreign limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business in the State of New York.

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

(c) Governmental Consent. No further consent, approval or authorization of, or filing,

registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Agreement by the Company or as a condition to the validity of this Agreement.

ARTICLE II

COVENANTS AND AGREEMENTS

Section 2.01. Tax-Exempt Status of the Project Facility

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

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

Section 2.02. Payments in Lieu of Taxes

(a) Agreement to Make Payments. The Company agrees that it shall make periodic payments in lieu of real property taxes in the amounts hereinafter provided. The said payments due to the Agency hereunder shall be paid by the Company, to the Municipality, by check made payable to "*Commissioner of Finance*". Upon receipt of the Company's payment, it shall be the Municipality's obligation to appropriately disburse any portion of the said payment to the County of Onondaga, or such other taxing jurisdiction, pursuant to the Act. This Company obligation shall

exist for so long as the Agency retains an interest in the Project Facility. Notwithstanding the appearance of the Agency's exemption on the Municipality's tax roll for the 2018/2019 City and School portion of the real property tax due on the Land and Facility, the year 1 payment due for the City and School portion of the year 1 payment under Exhibit "A" shall commence on July 1, 2018. 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, 2019. Without regard to the Agency exemption, the Company shall continue paying real property tax through June 30, 2018 with respect to the City and School portion of the real property tax and through December 31, 2018 with respect to the County and Water District portion of the real property tax, based upon the assessment and the combined real property tax rate in effect for that period as if the Project Facility were privately owned and the Agency had no interest in the same.

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

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

Payments”) to the Municipality with respect to such Additional Property. Such Additional Payments shall be computed as follows:

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

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

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

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

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

Section 2.03. Obligation of Municipality

The Municipality shall submit to the Company written semi-annual statements specifying

the amount and due date or dates of any payments due to the Agency hereunder. Each said semi-annual statement shall be submitted to the Company at the same time that tax bills are mailed by the Municipality to the owners of privately owned property.

Section 2.04. Obligations of Agency

(a) Requirement that any Project Facility Agreements Require Payments in Lieu of Taxes. So long as the Project Facility shall be entitled to exemption from real property taxes as provided in Section 2.01(a) hereof, the Agency agrees, to the extent permitted by law, that it shall not make any agreement regarding the leasing or sale of the Project Facility which does not require that payments in lieu of taxes shall be paid to the Municipality in at least the amounts set forth in Article II hereof.

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

Section 2.05. Company to Furnish Information

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

Section 2.06. Interest

(a) Agreement to Pay Interest on Missed Payments. If the Company shall fail to make any payment required by this Agreement when due, its obligation to make the payment so in default shall continue as an obligation of the Company until such payment in default shall have been made in full, and the Company shall pay the same together with interest thereon, to the extent permitted by law, at the greater of (i) **eighteen per cent (18%) per annum**, or (ii) **the rate per annum which would be payable if such amounts were delinquent taxes, until so paid in full.**

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

ARTICLE III

LIMITED OBLIGATION OF THE AGENCY

Section 3.01. No Recourse; Limited Obligation of the Agency

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

Agreement.

(b) Limited Obligation. The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or the Municipality, and neither the State of New York nor the Municipality shall be liable thereon. Furthermore, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project.

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

ARTICLE IV

EVENTS OF DEFAULT

Section 4.01. Events of Default

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

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

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

(c) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed under this Agreement (other than as referred to in paragraph (a) above) or the Lease Agreement, and continuance of such failure for a period of thirty (30) days after written notice to the Company specifying the nature of such failure and

requesting that it be remedied.

(d) Any warranty, representation or other statement by or on behalf of the Company contained in this Agreement or the Lease Agreement 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 Agreement.

(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 Agreement 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 Agreement or any other Project documents.

(g) Failure of the Company to commence renovation of the Project Facility within eight (8) months of the date of this Agreement.

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

Section 4.02. Remedies on Company Default

Whenever any Event of Default under Sections 4.01(a), 4.01(b), 4.01(c), 4.01(d), 4.01(e), 4.01 (f) or 4.01(g) shall have occurred and be continuing with respect to this Agreement, and/or the Company shall be in default under the Lease Agreement, 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 Agreement.

Section 4.03. Recording of Lease Terminations and Other Documents

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

The recording of such a termination and any other documentation shall constitute delivery to, and acceptance of such, by the Company. In order to facilitate such a termination, the Company hereby appoints the Chairman or the Vice Chairman 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 Agreement, for any reason, is extended by its terms, or for any reason this Agreement expires or terminates, but the Agency retains an interest or remains in title to the Project Facility, the Company shall continue to make payments in lieu of taxes to the Municipality for as long as the Agency retains an interest in, or remains in title to, the Project Facility. Those payments shall be the equivalent of the real property taxes that would be due on the Project Facility if it were owned by the Company and not the Agency. It is the intention of the parties hereto, that for so long as the Agency shall possess title to, or an interest in, the Property, the Company, or any permitted successors or assigns, shall make payments in lieu of taxes to the Municipality that are either based upon Exhibit "A", or if Exhibit "A" is no longer applicable for any reason, are the equivalent of the real property taxes that would be due and owing if the Project Facility were privately owned.

Section 4.04. Payment of Attorney's Fees and Expenses

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

therefor, pay to the Agency and/or the Municipality the reasonable fees and disbursements of such attorneys and such other reasonable expenses so incurred.

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

Section 4.05. Remedies; Waiver and Notice

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

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

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

(d) No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

ARTICLE V
MISCELLANEOUS

Section 5.01. Term of Agreement

(a) **General.** This Agreement shall become effective and the obligations of the Agency and the Company shall arise absolutely and unconditionally upon the execution and delivery of this Agreement. This Agreement shall terminate on the earliest to occur of (i) the same date that the Agency Lease Agreement terminates; (ii) on any earlier date permitted under the Agency Lease Agreement; or (iii) upon the expiration on June 30, 2028, of the PILOT Schedule set forth in Exhibit “A” hereto. In the event of a termination of the Agency’s interest in the Project Facility, the Company’s payments due hereunder shall be pro-rated to the extent necessary to allow the Municipality to issue a supplemental tax bill based upon the Agency’s transfer of ownership or control of the Project Facility to the Company, and the loss of the Agency’s tax exemption on the said Project Facility.

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

Section 5.02. Company Acts

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

Section 5.03. Amendment of Agreement

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

Section 5.04. Notices

All notices, certificates or other communications hereunder shall be in writing, shall be sufficiently given, and shall be deemed given when (a) sent to the applicable address stated below

by registered or certified mail, return receipt requested, and actually received by the intended recipient or by overnight courier or such other means as shall provide the sender with documentary evidence of such delivery, or (b) delivery is refused by the addressee as evidenced by the affidavit of the person who attempted to effect such delivery. The addresses to which notices, certificates, and other communications hereunder shall be delivered are as follows:

- (a) To the Agency:
City of Syracuse Industrial Development Agency
201 East Washington Street, 7th Floor
Syracuse, New York 13202
Attention: Chairman

With a copy to:

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

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

- (b) To the Company:
Maguire Family Limited Partnership
504 South Meadow Street
Ithaca, New York 14850
Attn: Mr. Philip J. Maguire

With a copy to:

Marcus Orkin Tesi LLP
200 E. Buffalo Street, Suite 402
Ithaca, New York 14850
Attn: Virginia Tesi, Esq.

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

communications to them shall be sent.

Section 5.05. Binding Effect

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

Section 5.06. Severability

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

Section 5.07. Counterparts

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

Section 5.08. Applicable Law

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

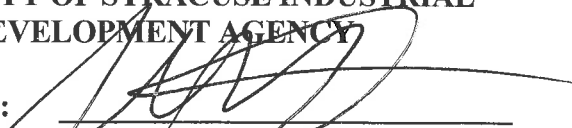
Section 5.09. Assignment

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

[No Further Text – Signature Pages Follow]

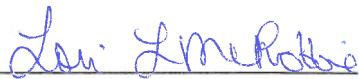
IN WITNESS WHEREOF, the Agency and Company have caused this Agreement to be executed in their respective names on the date first above written.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
William M. Ryan, Chairman

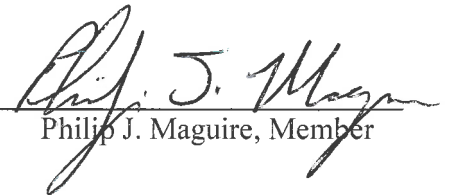
STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 14th day of February, in the year 2017, before me the undersigned, a Notary Public in and for said state, personally appeared William M. Ryan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or he person upon behalf of which the individual acted, executed the instrument.


Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 20 18

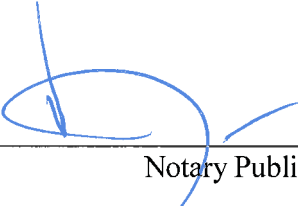
MAGUIRE FAMILY LIMITED PARTNERSHIP

By: 
Philip J. Maguire, Member

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 15 day of FEBRUARY, in the year 2017, before me the undersigned, a notary public in and for said state, personally appeared Philip J. Maguire, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or he person upon behalf of which the individual acted, executed the instrument.

VIRGINIA A. TESI
Notary Public, State of New York
No. 02TE6087891
Qualified in Tompkins County
Commission Expires Feb. 24, 2018



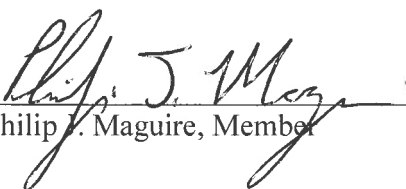
Notary Public

**ACKNOWLEDGEMENT BY
MAGUIRE FAMILY LIMITED PARTNERSHIP**

MAGUIRE FAMILY LIMITED PARTNERSHIP, (the “*Company*”) hereby acknowledges receipt and review of this Agreement, and consents to, and approves of, the terms and provisions contained herein.

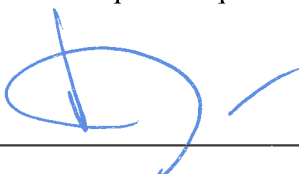
IN WITNESS WHEREOF, the Company has caused this Acknowledgment to be executed in its name by its duly authorized representative, dated as of February 1, 2017.

MAGUIRE FAMILY LIMITED PARTNERSHIP

BY: 
Philip J. Maguire, Member

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 15 day of February, in the year 2017, before me the undersigned, a notary public in and for said state, personally appeared Philip J. Maguire, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or he person upon behalf of which the individual acted, executed the instrument.



Notary Public

VIRGINIA A. TESI
Notary Public, State of New York
No. 02TE6087891
Qualified in Tompkins County
Commission Expires Feb. 24, 2018

EXHIBIT "A"

PILOT SCHEDULE

Year	Amount
1	\$102,526.62
2	\$104,577.15
3	\$106,668.70
4	\$108,802.07
5	\$110,978.11
6	\$113,197.67
7	\$115,461.63
8	\$171,454.37
9	\$229,640.64
10	\$290,085.78
Total	\$1,453,392.74

EXHIBIT "B"

LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION

65 Arthur St, LLC to Maguire

PARCEL A: TP #108.01-04-02

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Water Lots 4, 5, 6 and 7 in Block 36 of the former Village of Geddes as shown on a map made by John Randall, Jr., and being more particularly described as follows:

Beginning at a point marked by an iron pin found at the intersection of the southeasterly line of Hiawatha Boulevard with the northerly corner of lands now or formerly of Onondaga County Industrial (Liber 3842 of Deeds at page 257);

Running thence along said southeasterly line North 43 degrees 09 minutes 08 seconds East a distance of 112.20 feet to a point;

Running thence South 41 degrees 58 minutes 22 seconds East a distance of 452.63 feet to a point;

Running thence South 28 degrees 44 minutes 22 seconds East a distance of 375.18 feet to a point;

Running thence South 61 degrees 15 minutes 38 seconds West a distance of 67.98 feet to a point in the northeasterly line of Onondaga County Industrial;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 375.18 to a point;

Running thence North 44 degrees 14 minutes 10 seconds West a distance of 216.93 feet to a point;

Running thence North 51 degrees 56 minutes 36 seconds West a distance of 214.00 feet to the point or place of beginning, containing 1.411 acres of land, more or less.

PARCEL B: TP #108.01-01-02

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 57, 58, 59, 60, 61 and 62 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 250.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 07 seconds West a distance of 239.89 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 120.43 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 43 degrees 09 minutes 13 seconds East a distance of 227.95 feet to the point or place of beginning, containing .644 acres of land.

PARCEL C: TP #108.01-01-03

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 51, 52, 53, 54, 55, and 56 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 370.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 12 seconds West a distance of 258.83 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 30.44 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 91.38 feet to a point in the northeasterly street line of Harbor Street, also being the southwesterly corner of Parcel B, above;

Running thence North 43 degrees 09 minutes 07 seconds East along the southeasterly line of Parcel B, above, a distance of 239.89 feet to the point or place of beginning, containing .680 acres of land.

PARCEL D: TP #108.01-01-04.1

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50, and all of Lot Nos 42, 43, 44, and 45 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin found in the northwesterly street line of Rusin Avenue located South 62 degrees 01 second 28 minutes West a distance of 79.66 feet from the intersection of said street line with the southwesterly street line of State Fair Boulevard;

Running thence South 62 degrees 01 second 28 minutes West a distance of 237.14 feet to a point in the northeasterly line of Harbor Street marked by a pin set;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 121.72 feet to a point marked by a pin set in the northeasterly street line of Harbor Street, also being the southwest corner of Parcel C, above;

Running thence North 43 degrees 09 minutes 12 seconds East along the southeasterly line of Parcel C, above, a distance of 183.82 feet to a point marked by a pin found;

Running thence South 47 degrees 39 minutes 49 seconds East a distance of 192.41 feet to the point or place of beginning, containing .737 acres of land.

Parcel A is conveyed subject to a Right of Way and Easement given to the County of Onondaga for sewers and force mains, dated December 8, 2006 and recorded December 13, 2006 in the Onondaga County Clerk's Office in Liber 4972 of Deeds at Page 504.

Parcels B and C are conveyed subject to a permanent easement being 5.00 feet in width lying southwesterly of and adjacent to said southwesterly boundary of State Fair Boulevard, as reserved by the City of Syracuse in a deed to John Rotella dated November 20, 1974 and recorded December 12, 1974 in the Onondaga County Clerk's Office in Liber 2545 of Deeds at page 181.

Parcels B, C and D are conveyed subject to a Right of Way and Easement given to the County of Onondaga for sewers and force mains, dated December 8, 2006 and recorded December 13, 2006 in the Onondaga County Clerk's Office in Liber 4972 of Deeds at Page 498.

The above described parcels being shown as "PARCEL A", "PARCEL B", "PARCEL C" and "PARCEL D" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being the same premises conveyed to Grantor by deed dated September 16, 2015 and recorded September 18, 2015 in the Onondaga County Clerk's Office in Liber 5341 of Deeds at Page 534.

Lumus Investors Co. to Maguire

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin set in the southwesterly street line of State Fair Boulevard where said street line intersects the northwesterly street line of Rusin Avenue;

Running thence South 62 degrees 01 second 28 minutes West a distance of 79.66 feet to a point in the northwesterly line of Rusin Avenue marked by an iron pin found;

Running thence North 47 degrees 39 minutes 49 seconds West a distance of 192.41 feet to a point marked by an iron pin found;

Running thence North 43 degrees 09 minutes 12 seconds East a distance of 75.01 feet to a point marked by an iron pin found in the southwesterly street line of State Fair Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along said street line a distance of 218.18 feet to the point or place of beginning, containing .353 acres of land.

Subject to permanent easements being 5.00 feet in width lying southwesterly of and adjacent to said southwesterly boundary of State Fair Boulevard, as reserved by the City of Syracuse in two deeds to John Rotella: (a) dated November 20, 1974 and recorded December 12, 1974 in the Onondaga County Clerk's Office in Liber 2545 of Deeds at page 181; and (b) dated January 15, 1976 and recorded April 7, 1976 in the Onondaga County Clerk's Office in Liber 2577 of Deeds at page 522.

The above described parcel being shown as "PARCEL E" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being part of the same premises conveyed to Lumus Investors, Co., by deed of John Rotella dated January 25, 1983 and recorded May 17, 1983 in the Onondaga County Clerk's Office in Liber 3008 of Deeds at Page 331. Peter Muserlian and Paul Anderson were the only partners of Lumus Investors, Co. Peter Muserlian died on April 23, 1999, and Letters Testamentary in the Ancillary Probate action were issued by the Onondaga Surrogate's Court to Margaret M. Mooney, Patricia M. Golding, and Peter E. Muserlian on May 17, 1999. This deed is executed by Paul Anderson, individually and as a partner in Lumus Investors Co., and by Margaret M. Mooney, Patricia M. Golding, and Peter E. Muserlian, individually and as Executors of the Estate of Peter Muserlain, in order to convey any interest of the Grantors, if any, in and to the above described parcel.

Schedule A
Boukair Realty, LLC to Maguire Family Limited Partnership

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of farm lots no. 322 and 323, and lots 74 through 87 of the Hiawatha Tract of the Onondaga Salt Springs Reservation, more particularly described as follows:

Beginning at a point marked by a pk nail set at the apparent intersection of the northeast street line of State Fair Boulevard with the southeast street line of Hiawatha Boulevard;

Running thence along the southeast street line of Hiawatha Boulevard North 29 degrees 33 minutes 48 seconds East a distance of 153.31 feet to a point marked by a pk nail set;

Running thence along the southeast street line of Hiawatha Boulevard North 43 degrees 09 minutes 08 seconds East a distance of 297.13 feet to a point located 1.6 feet southwesterly from a monument found;

Running thence along lands of the State of New York South 61 degrees 44 minutes 54 seconds East a distance of 441.10 feet to a point marking the northwest corner of lands now or formerly of Carbone (Deed Book 2602, page 434 and Deed Book 3338, page 26), which Carbone parcel is shown on the survey map reference below as "Parcel G", and which Carbone parcel is being conveyed to Grantee by separate deed recorded in the Onondaga County Clerk's Office concurrently herewith;

Running thence South 28 degrees 16 minutes 12 seconds West a distance of 286.71 feet to a point marked by a fence post;

Running thence South 51 degrees 02 minutes 59 seconds West a distance of 417.73 feet to a point in the northeast line of State Fair Boulevard;

Running thence along said northeast line North 47 degrees 39 minutes 52 seconds West a distance of 172.39 feet to a point marked by a pk nail set;

Running thence North 17 degrees 06 minutes 42 seconds West a distance of 269.62 feet to the point or place of beginning, containing 6.355 acres of land, more or less.

Subject to a 40 foot permanent easement, reserved by the City of Syracuse, and also a condition related to the grade of State Fair Boulevard, described in a deed recorded on December 18, 1957 in the Onondaga County Clerk's Office in Liber 1888 of Deeds at page 302.

Subject to an easement granted to Niagara Mohawk Power Corporation by instrument recorded on March 16, 1972 in the Onondaga County Clerk's Office in Liber 2471 of Deeds at Page 1041.

Subject to an easement granted to the City of Syracuse by instrument recorded on January 22, 1911 in the Onondaga County Clerk's Office in Liber 402 of Deeds at Page 93.

Subject to an easement granted to the City of Syracuse by instrument dated June 29, 1910 and recorded August 12, 1910 in the Onondaga County Clerk's Office in Liber 402 of Deeds at Page 19.

The above described parcels being shown as "PARCEL F" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Schedule A
Don Al Realty Co. to Maguire Family Limited Partnership

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of farm lots no. 322 and 323, and lots 74 through 87 of the Hiawatha Tract of the Onondaga Salt Springs Reservation, more particularly described as follows:

Beginning at a point in the northeast street line of State Fair Boulevard, which point marked the southernmost corner of lands now or formerly of Boukair Realty, LLC (Deed Book 4887, Page 273), which Boukair parcel is shown on the survey map reference below as "Parcel F", and which Boukair parcel is being conveyed to Grantee by separate deed recorded in the Onondaga County Clerk's Office concurrently herewith;

Running thence along the northeast street line of State Fair Boulevard South 47 degrees 39 minutes 52 seconds East a distance of 291.16 feet to a point marked by a pin set;

Running thence North 62 degrees 01 minutes 28 seconds East along lands now or formerly of the City of Syracuse a distance of 142.80 feet to a point marked by a pk nail set;

Running thence South 47 degrees 39 minutes 52 seconds East a distance of 31.26 feet to a point marked by a pk nail set;

Running thence North 62 degrees 01 minutes 28 seconds East a distance of 485.53 feet to a point;

Running thence North 10 degrees 25 minutes 32 seconds East a distance of 239.45 feet along lands now or formerly of the State of New York, to a point marked by a stone monument found;

Running thence North 61 degrees 44 minutes 54 seconds West a distance of 426.77 feet to a point in the northeast corner of Boukair Realty, LLC;

Running thence South 28 degrees 16 minutes 12 seconds West a distance of 286.71 feet to a point marked by a fence post;

Running thence South 51 degrees 02 minutes 59 seconds West a distance of 417.73 feet to the point or place of beginning, containing 6.957 acres of land.

Subject to a 40 foot permanent easement, reserved by the City of Syracuse, and also a condition related to the grade of State Fair Boulevard, described in a deed recorded on December 18, 1957 in the Onondaga County Clerk's Office in Liber 1888 of Deeds at page 302.

Subject to an easement granted to Niagara Mohawk Power Corporation by instrument recorded on March 16, 1972 in the Onondaga County Clerk's Office in Liber 2471 of Deeds at Page 1041.

Subject to an easement granted to the City of Syracuse by instrument recorded on January 22, 1911 in the Onondaga County Clerk's Office in Liber 402 of Deeds at Page 93.

Subject to an easement granted to the City of Syracuse by instrument dated June 29, 1910 and recorded August 12, 1910 in the Onondaga County Clerk's Office in Liber 402 of Deeds at Page 19.

The above described parcels being shown as "PARCEL G" on a survey map dated August 15, 2016 made by T.G. Miller P.C., entitled "Boundary and Topographic Map No. 401-403 State Fair Boulevard, No. 406-410 State Fair Boulevard, No 101-103 Rusin Avenue, No. 959 and No. 1027 Hiawatha Boulevard", a copy of which is filed with the Onondaga County Clerk's Office concurrently herewith, and which is incorporated herein by reference.

Being part of the same premises conveyed to Dominick D. Carbone and Alexander A. Carbone d/b/a Don-Al Realty Co. by two deeds: (a) deed dated March 1, 2077 and recorded March 16, 1977 in the Onondaga County Clerk's Office in Liber 2602 of Deeds at Page 434; and (b) deed dated January 7, 1987 and recorded March 13, 1987 in the Onondaga County Clerk's Office in Liber 3338 of Deeds at Page 26.

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

RP-412-a (1/95)
RECEIVED

APR 06 2017

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874) DEPT. OF ASSESSMENT

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name City of Syracuse Industrial Development Ag.
Street 201 E. Washington Street, 7th Floor
City Syracuse
Telephone no. Day (315) 473-3275
Evening () N/A
Contact Honora Spillane
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name Maguire Family Limited Partnership
Street 504 South Meadow Street
City Ithaca
Telephone no. Day (607) 216-1268
Evening () N/A
Contact Phillip J. Maguire
Title Member

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) see attached Schedule
- b. Street address see attached Schedule
- c. City, Town or Village Syracuse
- d. School District Syracuse
- e. County Onondaga
- f. Current assessment \$2,593,400
- g. Deed to IDA (date recorded; liber and page) N/A lease leaseback agreement

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) Demolition, renovations to existing, and new construction of buildings to be used for car dealerships and/or body shop(s)
- b. Type of construction steel/wood
- c. Square footage 50,750
- d. Total cost \$15,783,742
- e. Date construction commenced 2017
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) June 30, 2028

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, 2028

c. Municipal corporations to which payments will be made

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

d. Person or entity responsible for payment

Name Maguire Family Ltd. Partnership
 Title _____
 Address 504 South Meadow Street
Ithaca, NY 14850

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. Owner: Maguire Family Limited Partnership
Telephone (607) 216-1268

SIDA: Leasehold

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 _____

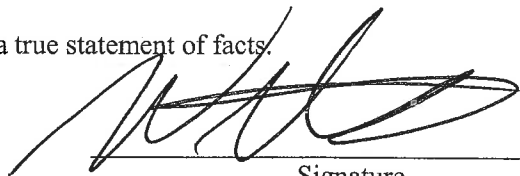
7. A copy of this application, including all attachments, has been mailed or delivered on 4/6/2017 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, William M. Ryan, Chairman 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.

4-6-17

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 to 412-a

<u>Property</u>	<u>Tax Map Number</u>	<u>Assessment</u>
959 Hiawatha Blvd. W.	108.1-02-43.1	\$1,900,300
1027 Hiawatha Blvd. W. & Harbor St.	108.1-04-02.0	\$29,500
401 State Fair Blvd.	108.1-01-03.0	\$60,200
403 State Fair Blvd.	108.1-01-02.0	\$54,900
406-10 State Fair Blvd.	108.1-02-40.1	\$500,000
101 Rusin Avenue & State Fair Blvd.	108.1-01-17.0	\$8,500
103 Rusin Avenue & Harbor St.	108.1-01-04.1	\$40,000

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February 15, 2017

City of Syracuse Industrial Development Agency
City Hall Commons, 7th Floor
201 East Washington Street
Syracuse, New York 13202

Maguire Family Limited Partnership
504 South Meadow Street
Ithaca, New York 14850

Re: City of Syracuse Industrial Development Agency
Lease/Leaseback Transaction – Closing on Parcels 2
Maguire Syracuse 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 Maguire Family Limited Partnership (the “**Company**”) consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York (“**Parcels 2**”); and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (“**Parcels 1**” and together with Parcels 2, collectively, the “**Land**”); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto ; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the “**Facility**”); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the “**Equipment**” and together with the Land and the Facility, the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the

acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company's affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

On December 29, 2016 the parties closed on the lease/leaseback transaction regarding Parcels 1 (the "**First Closing**"). At the time of the First Closing the Company was the fee owner of Parcels 1 but not Parcels 2. The Company is now the fee owner of Parcels 2 on February 15, 2017 and the parties executed and delivered an amendment to each the original agency lease dated as of December 1, 2016 by and between the Company and the Agency (the "**Original Agency Lease**"); the original company lease dated as of December 1, 2016 by and between the Company and the Agency (the "**Original Company Lease**"); and the original environmental compliance and indemnification agreement dated as of December 1, 2016 between the Company and the Agency (the "**Original Environmental Compliance and Indemnification Agreement**"); and any other Company Documents necessary to effectuate the inclusion of Parcels 2 into the lease transaction (the "**Second Closing**"). Each of the foregoing documents, as amended as of February 1, 2017 in accordance with the Second Closing, shall be known as the Agency Lease, the Company Lease and the Environmental Compliance and Indemnification Agreement, respectively.

The approved Project and associated Financial Assistance included a payment in lieu of taxes agreement (the "**PILOT Agreement**"). The PILOT Agreement was executed and delivered as part of the Second Closing.

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 in connection with the Project.

We are of the opinion that:

1. The Agency is a duly organized and existing corporate governmental agency constituting a public benefit corporation of the State of New York.
2. The Agency is duly authorized and empowered by law to acquire, construct, reconstruct, renovate and equip the Project, to lease the Land and the Facility from the Company

pursuant to Company Lease; to sublease the Project Facility back to the Company pursuant to the an Agency Lease and to appoint the Company as its agent for completion of the Project.

3. The Company Lease, the Agency Lease and the PILOT Agreement 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 Company Lease, the Agency Lease and the PILOT Agreement may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar law or enactment now or hereafter enacted by the State of New York or the Federal government affecting the enforcement of creditors' rights generally and the general principles of equity, including limitations on the availability of the remedy of specific performance which is subject to discretion of the court.

This opinion is rendered to the addressees named above and their successors and/or assigns, and may not be relied upon by any other person without our prior, express written consent.

Very truly yours,

BARCLAY DAMON, LLP

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February 15, 2017

Maguire Family Limited Partnership
504 South Meadow Street
Ithaca, NY 14850

City of Syracuse Industrial Development Agency
City Hall Commons, 7th Floor
201 East Washington Street
Syracuse, NY 13202

**Re: City of Syracuse Industrial Development Agency
Lease/Leaseback Transaction
Maguire Syracuse Project**

Ladies and Gentlemen:

We have acted as counsel to Maguire Family Limited Partnership and Maguire DRS, LLC (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 approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the "**Land**"); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto ; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company's affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

February 16, 2017

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The Agency has acquired an interest in a portion of the Project Facility pursuant to that certain Company Lease Agreement dated as of December 1, 2016 and its Amendment dated February 10, 2017 (collectively, the "*Company Lease*") and transfer its interest in the Equipment to the Agency pursuant to one or more bills of sale dated as of December 1, 2016 (collectively, the "*Bill of Sale*") and the Agency will sublease that portion of the Project Facility back to the Company pursuant to an Agency Lease Agreement dated as of December 1, 2016 and its Amendment dated February 10, 2017 (collectively, the "*Agency Lease*"). Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Agency Lease.

In that regard, we have examined the Company Lease, the Agency Lease, the Bill of Sale, the Environmental Compliance, the Indemnification Agreement, and the other documents identified in the Closing Memorandum (collectively, the "*Company Documents*").

We have also examined corporate documents and records of the Company supplied to us by the Company, namely the Company's Partnership Agreement, Certificates of Good Standing, and Unanimous Written Consent of General Partners. For purposes of such examination, we have assumed the genuineness of all certificates and the authenticity of all documents submitted to us as original counterparts or as certified or photostatic copies; the genuineness of all signatures of all parties to the Company Documents other than on behalf of the Company; and the due authorization, execution and delivery of the Company Documents by and the enforceability thereof against all parties thereto other than the Company. We have not separately examined documents or records of the Company, other than those referred to above or which we retain in our offices, and our opinions expressed herein are therefore rendered subject to any facts or matters which might be discovered or disclosed by such examination.

In rendering this opinion, we have assumed without independent investigation (i) the due authorization, execution and delivery by all required signatories other than the Company of, the genuineness of all signatures and the legal capacity of natural persons who are signatories to, the documents examined by us; (ii) the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents furnished to us as certified, conformed or photostatic copies and the authenticity of the originals of such copies; (iii) the conformity to final documents of all documents submitted to us in draft or part or partially executed form; (iv) that the documents of the Company relating to its formation, organization and subsequent activities, copies of which are being retained by us in our offices and/or which were provided to us by the Company comprise all documents related to such matters which are relevant to the provision of this opinion; (v) that all other parties to the Project documents are in compliance with all laws, statutes, rules and regulations relevant to their respective actions under, and their acceptance of, the agreements, instruments and other documents comprising the Project documents; and (vi) the power and authority of all parties other than the Company to enter into and perform their respective obligations in the Project documents.

As to questions of fact material to our opinion, we have relied upon the representations

February 16, 2017

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and warranties made by the Company in the Company Documents and upon one or more officers of the Company. Whenever the phrase 'to the best of our knowledge' is used in this opinion, it refers to actual knowledge of members of this firm obtained from our representation of the Company and inquiries of responsible officers of the Company made in connection with this opinion, but no further investigation or review has been conducted.

Although we have acted as counsel for the Company in connection with the Project, our representation has been limited to this and certain other real estate matters only, and therefore there may exist matters involving the Company with respect to which we have not been consulted and with respect to which we have not represented the Company and, consequently, with respect to which we do not render any opinion hereby, including, but not limited to, the compliance of the Company with legal requirements applicable to the Company's conduct of its business operations and activities.

Notwithstanding anything to the contrary expressly set forth or implied in the Project documents or herein, the opinions expressed herein are limited in all respects only to the laws of the State of New York. We are qualified to practice law only in the State of New York and we do not purport to be experts on, or to express any opinion herein concerning, any law other than the law of the State of New York.

The opinions expressed herein are further qualified as follows:

- (i) The enforceability of the Project documents are limited by (a) the laws of bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights in general, (b) the availability of equitable remedies (regardless of whether such enforceability is considered in a proceeding at law or in equity), (c) limitations on the exculpatory provisions and waivers contained in the Loan Documents, all of which may be limited by public policy, equitable principles of applicable laws, rules, regulations, court decisions and constitutional requirements and (d) self-help provisions, provisions that purport to establish evidentiary standards, and provisions granting power of sale with respect to any real property by judicial proceedings, if any, contained in the Project documents.
- (ii) We express no opinion as to federal and state antitrust laws, local laws, building codes, zoning laws, codes or ordinances, federal and state environmental laws, federal and state constitutional laws, federal and state securities laws, usury laws and federal and state tax laws.
- (iii) We express no opinion as to the effect of any future acts of the Company or any other parties, or changes in existing law. We undertake no responsibility to advise of any changes after the date hereof in the law or the facts presently in effect that would alter the substance of the opinions herein expressed.

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- (iv) We express no opinion as to matters involving choices or conflicts of law.
- (v) We express no opinion as to any real estate title issues or any matters of lien priority.

Based upon the foregoing, it is our opinion that:

1. The Company is a validly existing Delaware limited partnership, authorized to conduct business in, and in good standing in, the State of New York, and possesses full power and authority to own its property, to conduct its business, to execute and deliver the Company Documents, and to carry out and perform its obligations thereunder.

2. The execution, delivery and performance of the Company Documents have been duly authorized by the Company and the Company Documents have been duly executed and delivered by an Authorized Representative of the Company.

3. The Company Documents constitute the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with their terms, except as enforceability may be limited by applicable bankruptcy and insolvency laws and laws affecting creditors' rights generally and to the extent that the availability of the remedy of specific performance or injunctive relief or other equitable remedies is subject to the discretion of the court before which any proceeding therefor may be brought. The aforesaid opinion as to enforceability of the Company Documents is also subject to the qualification that certain provisions contained in the Company Documents may not be enforceable, but, subject to the limitations set forth in the forgoing clauses, such unenforceability will not render the Company Documents invalid as a whole or substantially interfere with the realization of the principal benefits and/or security provided thereby;

4. To the best of our knowledge, in reliance on the certificates and opinions specified herein, the execution and delivery by the Company of the Project Documents, the execution and compliance with the provisions of each and the consummation of the transactions contemplated therein do not and will not constitute a breach of, or default under the Company's organizational documents, Partnership Agreement; nor is any approval or any action by any governmental authority required in connection with the execution, delivery and performance thereof by the Company.

5. To the best of our knowledge, in reliance on the certificates and opinions specified herein, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against, or affecting the Company wherein an unfavorable decision, ruling or finding would in any way adversely affect in a material fashion the validity or enforceability of the Company Documents.

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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.

As to any facts material to the opinion expressed herein that were not independently established or verified, we have relied without investigation upon statements, representations and information supplied to us orally and in writing by officers or agents of the Company or the Agency, and we have assumed the accuracy of such statements, representations and information. We have not conducted any independent or "due diligence" investigations with respect to any factual matters, and with respect to factual matters, we have relied upon and based our opinions upon information provided to us by the Company. As to those opinions set forth herein which are stated to be to the best of our knowledge, to the extent we have made any inquiry related thereto (the requirement for any such inquiry being expressly disclaimed), we have made appropriate inquiry only to those persons who we believe are in a position to have relevant information. Statements made herein to the best of our knowledge, or to the effect that we have no knowledge, with respect to the existence, nonexistence or absence of facts, are not intended to signify that we have undertaken an independent investigation with reference to such facts, and no inference relative thereto should be taken, our knowledge indicating only that we have actual knowledge of such facts, and our lack of knowledge indicating that no information has come to our attention that has given us actual knowledge of such facts. All statements as to our knowledge are further limited to the actual present knowledge of the attorneys in our firm who have devoted substantive attention to the transactions contemplated by the Loan Documents, and not to the knowledge of the firm generally. We have not independently verified the manner in which the Company and its business are now being operated and could not do so without physically inspecting the Company's business or properties, which inspection we have not undertaken.

The opinions expressed herein are rendered as of the date hereof and are limited to the matters stated herein, and no opinion is or may be inferred or implied beyond the matters expressly stated herein. We undertake no responsibility to advise you of any changes which might occur after the date hereof. We disclaim any responsibility or duty to investigate or report on any document, matter, condition or proceeding which is outside the scope of our review as provided for herein or which does not affect the Company, including, but not limited to, judicial proceedings involving other parties (but not directly involving the Company), legislative proceedings, rule making proceedings and official or informal proceedings which are not a matter of written public record. To the extent that we have not been or are not physically present at the time and place that some or all of the Project Documents have been or are executed, the opinions expressed herein are subject to and expressly conditioned upon the conformity of such

February 16, 2017

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executed Project Documents to the copies thereof which may have previously been provided to us. This letter is delivered solely to you in connection with the transactions contemplated by the Project Documents, may be relied upon only by you and may not be disclosed to, delivered to, used or relied upon by any other person for any other purpose whatsoever, without in each instance our prior written consent.

We are delivering this letter only as counsel to the Company in connection with the transaction referenced herein, and we are not in any fashion acting as counsel for any of the other parties to the Project Documents. This letter expresses simply our legal opinions as to the foregoing matters, based upon our professional judgment at this time. It is not, however, to be construed nor used as any type of guarantee, assurance or warranty that a court or any other party considering such matters would not rule or determine in a manner contrary to the opinions set forth herein. The opinions expressed herein are not guarantees or assurances of any past, present or future fact, event, occurrence, omission or condition or of any past, present or future law, statute, rule, regulation, policy, case or interpretation of the same.

This letter is delivered with the express condition that its contents are not to be disclosed to any other person or entity, except that a copy of this letter shall become part of the transcript and record kept by the Agency, and except as otherwise provided for herein. Without limiting the foregoing, this letter, and the opinions expressed herein, are not to be used in whole or in part, orally or in writing, except in connection with the transactions contemplated by the Project Documents as they apply to the Company and as provided herein, and except as required by applicable law.

Very truly yours,

MARCUS ORKIN TESI LLP

By:

Virginia A. Tesi, Partner

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RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on June 20, 2017, at 8:30 o'clock a.m. in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

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

PRESENT: William Ryan, M. Catherine Richardson, Steven Thompson, Kenneth Kinsey

EXCUSED: Donald Schoenwald

THE FOLLOWING PERSONS WERE ALSO PRESENT: **Staff:** Honora Spillane, Judith DeLaney, Meghan Ryan, Esq., Susan Katzoff, Esq., John Vavonese; **Others:** Mitchell Latimer, Robert Wilmott, Shakir Thomas, Aggie Lane, Sawdeep Gawtum, Merike Treier, James Breuer, Richard Engel, Ed Riley, Al Gough, Alex Marion; **Media** – Rick Moriarty, Beth Cefalu, Tom Cunningham

The following resolution was offered by M. Catherine Richardson and seconded by Kenneth Kinsey:

RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF FINANCIAL ASSISTANCE AWARDED TO THE PROJECT IN THE FORM OF AN INCREASE IN THE AMOUNT OF EXEMPTION FROM MORTGAGE RECORDING TAX; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended (the "**Enabling Act**"), together with Section 926 of the General Municipal Law, as amended (said Section and the Enabling Act, collectively referred to as, the "**Act**"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research, 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 grant financial assistance in connection with one or more “projects” (as defined in the Act); and

WHEREAS, by resolution adopted on December 20, 2016 (the “**Inducement Resolution**”), the Agency approved the undertaking of a project (the “**Project**”) at the request of Maguire Family Limited Partnership (the “**Company**”) consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the “**Land**”); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the “**Facility**”); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the “**Equipment**” and together with the Land and the Facility, the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company’s affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Agency previously conducted an environmental review of the Project under 6 NYCRR Part 617 (“**SEQRA**”) and determined that the Project constituted an "Type 1 Action" which would not have a significant impact on the environment under SEQRA; and

WHEREAS, pursuant to resolutions adopted on December 20, 2016, including the Inducement Resolution (collectively the “**Resolutions**”), the Agency approved the Original Financial Assistance which included, among other things, an exemption from mortgage recording tax (except as limited by Section 874 of the General Municipal Law) in accordance with the Company’s application for financial assistance dated June 13, 2016, as supplemented from time to time (collectively, the “**Application**”). Pursuant to the Application, the amount of mortgage recording tax exemption was anticipated to be in an amount up to \$102,000 (the “**Original Mortgage Recording Tax Exemption**”).

WHEREAS, in December, 2016 the Agency and the Company closed on the lease transaction in connection with the Project (the “**Closing**”). At the time of Closing, the Company did not close on the financing for the Project Facility. The closing documents anticipated the Agency participating in future mortgage financing; and

WHEREAS, by correspondence dated June 2, 2017, the Company advised that it was ready to close with its construction lender on the mortgage financing. The total construction financing is anticipated to be approximately \$14,772,750, resulting in a mortgage recording tax exemption of approximately \$147,727.50 which exceeds the amount of the Original Mortgage Recording Tax Exemption; and

WHEREAS, the Company has requested an increase in the amount of the Original Financial Assistance to accommodate the increase in the mortgage recording tax associated with the mortgage financing. The Company has requested the Agency approve an increase in the amount of mortgage recording tax exemption savings from \$102,000 to \$147,727.50, resulting in a savings increase of \$45,727.50 (the "***Additional Financial Assistance***"); and

WHEREAS, a public hearing was held on the Project including the Original Mortgage Recording Tax Exemption. The requested increase does not exceed \$100,000 and therefore does not require a new public hearing; and

WHEREAS, the Agency has given due consideration to the request for Additional Financial Assistance and to representations made by the Company that the proposed Additional Financial Assistance: (i) will facilitate the Company's ability to develop the Project in the City of Syracuse; and (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 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 located in the State, except as may be permitted by the Act; and (iii) undertaking the Project has advanced, and will continue to 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; and

WHEREAS, the approval of the Additional Financial Assistance and the execution and delivery of the documents related thereto will not result in a change to the Project as originally considered and therefore no further SEQRA action is required.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

(1) The granting of the Additional Financial Assistance does not amount to a significant change in the Project from what was originally approved by the Agency, and therefore neither further review under SEQRA nor an amendment of the Agency's prior SEQRA finding is required.

(2) 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 Additional Financial Assistance, the Agency hereby approves the Additional Financial Assistance; and the (Vice) Chairman, acting individually, are each authorized to execute and deliver the documents necessary in conjunction with the mortgage financing and take any and all other action as may be necessary or desirable to

consummate the transactions contemplated by this Resolution and confer the Additional Financial Assistance.

(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) A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>
William Ryan	X	
M. Catherine Richardson	X	
Steven Thompson	X	
Kenneth Kinsey	X	

The foregoing Resolution was thereupon declared duly adopted.

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


I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “*Agency*”) held on June 20, 2017, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency this 22 day of June, 2017.

City of Syracuse Industrial Development Agency



Steven P. Thompson, Secretary

(SEAL)

33

13:44 06/28/17 ONONDAGA COUNTY CLERK RS

13:44 06/28/17 ONONDAGA COUNTY CLERK RS

13:44 06/28/17 ONONDAGA COUNTY CLERK RS

13:44 06/28/17 ONONDAGA COUNTY CLERK RS

13:44 06/28/17 2179117 RS MB-18321P-678

13:46 06/28/17 2179117 RS MB-18321P-678

13:46 06/28/17 2179117 RS MB-18321P-678

13:46 06/28/17 2179117 RS MB-18321P-678

13:47 06/28/17 2179217 RS MB-18321P-712

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13:48 06/28/17 2017LB95 RS Onon Co

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13:49 06/28/17 2017LW62 RS Onon Co

13:49 06/28/17 2017LN62 RS Onon Co

13:50 06/28/17 2017-00432 RS Onon Co

13:50 06/28/17 2017-00432 RS Onon Co

13:50 06/28/17 2017-00432 RS Onon Co

13:51 06/28/17 2017-00433 RS Onon Co

13:51 06/28/17 2017-00433 RS Onon Co

13:51 06/28/17 2017-00433 RS Onon Co

ONONDAGA COUNTY CLERK

401 MONTGOMERY ST.

SYRACUSE NY 13202

PHONE: 435-2227

RECEIPT #: 1359547 DATE: 06/28/17 13:53

From: STEWART RS

Instrument #: 2179117

NAME: MAGUIRE FAMILY LIMITED PARTN

CD#	DESCRIPTION	AMOUNT
12	RECORD MTG	190.50
17	AFFIDAVIT	5.00
24	RMI	20.00

Total \$215.50

Instrument #: 2179217

NAME: MAGUIRE FAMILY LIMITED PARTN

CD#	DESCRIPTION	AMOUNT
12	RECORD MTG	220.50
17	AFFIDAVIT	5.00
24	RMI	20.00

Total \$245.50

Instrument #: 2017LB95

NAME: MAGUIRE FAMILY LIMITED PARTNERSH

CD#	DESCRIPTION	AMOUNT
16	MAGUIRE FAMILY	25.00

Total \$25.00

Instrument #: 2017LN62

NAME: MAGUIRE FAMILY LIMITED PARTNERSH

CD#	DESCRIPTION	AMOUNT
16	MAGUIRE FAMILY	15.00

Total \$15.00

Instrument #: 43217

NAME: MAGUIRE FAMILY LIMITED PARTNERS

CD#	DESCRIPTION	AMOUNT
18	UCC	40.00

Total \$40.00

Instrument #: 43317

NAME: MAGUIRE FAMILY LIMITED PARTNERS

CD#	DESCRIPTION	AMOUNT
18	UCC	40.00

Total \$40.00

Instrument #: 43317

NAME: MAGUIRE FAMILY LIMITED PARTNERS

CD#	DESCRIPTION	AMOUNT
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18	UCC	40.00
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Total		\$40.00
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Instrument #: 00

NAME:

CD#	DESCRIPTION	AMOUNT
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17	PROCESS FEES	51.00
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Total		\$51.00
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Receipt Total		\$632.00
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CHECK		647.00
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PROJECT LOAN MORTGAGE

MAGUIRE FAMILY LIMITED PARTNERSHIP

and

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

to

JPMORGAN CHASE BANK, N.A.

Dated: June 26, 2017

Location: 959 Hiawatha Blvd, City of Syracuse,
Onondaga County, New York

Tax Map No.: 108.1-02-43.1

RECORD AND RETURN TO:

Phillips Lytle LLP
1400 First Federal Plaza
Rochester, New York 14614
Attention: Thomas R. Burns, Esq.

PROJECT LOAN MORTGAGE

THIS PROJECT LOAN MORTGAGE (this "**Mortgage**") made as of the 26th day of June, 2017 between CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having its principal office at 201 East Washington Street, 7th Floor, Syracuse, New York 13202 (the "**Agency**"), and MAGUIRE FAMILY LIMITED PARTNERSHIP, a Delaware limited partnership, having an address at 504 South Meadow Street, Ithaca, New York 14850 (the "**Company**"), to JPMORGAN CHASE BANK, N.A., a national banking association having an office at Dealer Commercial Services, 201 N. Central Ave., Floor 26, Phoenix, Arizona 85004-0073 (the "**Mortgagee**"),

WITNESSETH:

WHEREAS, the Company is the owner of a fee estate in the premises described in Exhibit A attached hereto (the "**Premises**"); and

WHEREAS, the Agency is the owner of the leasehold estate in and to the Premises pursuant to the terms of a certain lease agreement between the Company, as lessor, and the Agency, as lessee, dated December 1, 2016, as amended by a First Amendment to Company Lease, dated as of February 1, 2017 (collectively, the "**Company Lease**"); and

WHEREAS, the Company is the owner of the subleasehold estate in and to the Premises pursuant to the terms of a certain lease agreement between the Agency, as lessor, and the Company, as lessee, dated December 1, 2016, as amended by a First Amendment to Agency Lease, dated as of February 1, 2017 (collectively, the "**Agency Lease**"); and

WHEREAS, the Company has applied to the Mortgagee for a loan in the principal amount of Three Million Sixty Thousand Dollars (\$3,060,000.00) (the "**Loan**"), and

WHEREAS, the Loan will be evidenced by a certain Project Loan Note of the Company to the Mortgagee in the principal amount of Three Million Sixty Thousand Dollars (\$3,060,000.00) dated the date hereof (the "**Note**"), will be secured by this Mortgage which is intended to be recorded in the Onondaga County Clerk's Office; and

WHEREAS, the Agency at the request of the Company is executing and delivering this Mortgage solely to subject its interest in the Premises to the lien hereby created and notwithstanding anything herein to the contrary, the Mortgagee acknowledges and agrees that their sole recourse against the Agency for any default hereunder shall be with respect to the Agency's interest in the Mortgaged Property and not against any other assets of the Agency; and

WHEREAS, the Note, this Mortgage, and any other document or instrument now or hereafter executed and/or delivered in connection with the Note are hereafter collectively referred to as the "**Loan Documents**",

NOW THEREFORE, to secure the payment of an indebtedness in the principal sum of Three Million Sixty Thousand Dollars (\$3,060,000.00), lawful money of the United States of America, to be paid with interest (said indebtedness, interest and all other sums which may or shall become due hereunder, collectively, the "**Debt**") according to the Note, the Agency and the Company have mortgaged, given, granted, bargained, sold, aliened, enfeoffed, conveyed, confirmed and assigned, and by these presents do mortgage, give, grant, bargain, sell, alien, enfeoff, convey, confirm and assign unto the Mortgagee forever all right, title and interest of the Agency and Company now owned, or hereafter acquired, in and to the following property, rights and interest excepting from all of the foregoing the Agency's Unassigned Rights (as that term is defined in the Agency Lease) (such property, rights and interests, collectively, the "**Mortgaged Property**"):

(a) The Premises;

(b) all buildings and improvements now or hereafter located on the Premises (the "**Improvements**");

(c) all of the estate, right, title, claim or demand of any nature whatsoever of the Company or the Agency, either in law or in equity, in possession or expectancy, in and to the Mortgaged Property or any part thereof;

(d) all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Mortgaged Property (including, without limitation, any and all development rights, air rights or similar or comparable rights of any nature whatsoever now or hereafter appurtenant to the Premises or now or hereafter transferred to the Premises) and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof;

(e) all machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever and all additions thereto and renewals and replacements thereof, and all substitutions therefor now owned or hereafter acquired by the Agency or Company, or in which the Company or the Agency has or shall have an interest, now or hereafter located upon or in, or attached to, any portion of the Mortgaged Property or appurtenances thereto, and used or usable in connection with the present or future operation and occupancy of the Mortgaged Property and all building equipment, materials and supplies of any nature whatsoever owned by the Company or the Agency, or in which the Agency or Company have or shall have an interest, now or hereafter located upon the Mortgaged Property and whether stored at the Mortgaged Property or off-site (collectively, the "**Equipment**"), and the right, title and interest of the Company or the Agency in and to any of the Equipment which may be subject to any security agreements (as defined in the Uniform Commercial Code of New York), superior in lien to the lien of this Mortgage and all proceeds and products of any of the above;

(f) all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Mortgaged Property, whether from the exercise of

the right of eminent domain (including any transfer made in lieu of the exercise of said right), or for any other injury to or decrease in the value of the Mortgaged Property;

(g) all Leases (as defined in Paragraph 7(a) hereof) and the right to receive and apply the Rents (as defined in Paragraph 7(a) hereof) to the payment of the Debt;

(h) all right, title and interest of the Agency or Company in and to (i) all contracts from time to time executed by the Agency or Company or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Mortgaged Property or any part thereof and all agreements relating to the purchase or lease of any portion of the Mortgaged Property or any property which is adjacent or peripheral to the Mortgaged Property, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Mortgaged Property or any part thereof, and (iii) all drawings, plans, specifications and similar or related items relating to the Mortgaged Property;

(i) all trade names, trade marks, logos, copyrights, good will and books and records relating to or used in connection with the operation of the Mortgaged Property or any part thereof; all general intangibles related to the operation of the Mortgaged Property now existing or hereafter arising;

(j) all proceeds, both cash and non-cash, of the foregoing;

(k) all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property; and

(l) the right, in the name and on behalf of the Agency or Company, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of the Mortgagee in the Mortgaged Property.

TO HAVE AND TO HOLD the above granted and described Mortgaged Property unto and to the proper use and benefit of the Mortgagee, and the successors and assigns of the Mortgagee, forever.

EXCEPTING THEREFROM, the "**Unassigned Rights**" as that term is defined in the Agency Lease.

AND the Company, and solely where indicated the Agency, covenant and agree with the Mortgagee that the recitals above are incorporated into this Mortgage by this reference and further covenant and agree with and represent and warrant to the Mortgagee as follows:

1. Payment of Debt. The Company will pay the Debt at the time and in the manner provided for its payment in the Note and in this Mortgage.

2. Warranty of Title.

(a) Subject only to those exceptions to title specifically set forth in the title policy issued or to be issued by Stewart Title Insurance Company (Title No. Maguire Family Ltd Pshp) to the Mortgagee and insuring the lien of this Mortgage, the Company warrants the title to the Premises, the Improvements, the Equipment and the balance of only the Mortgaged Property. The Company also represents and warrants that (i) the Company is now, and after giving effect to this Mortgage, will be in a solvent condition, (ii) the execution and delivery of this Mortgage by the Company does not constitute a "fraudulent conveyance" within the meaning of Title 11 of the United States Code as now constituted or under any other applicable statute, and (iii) no bankruptcy or insolvency proceedings are pending or contemplated by or against the Company.

(b) Each of the Agency and Company (and the undersigned representative of the Agency and Company, if any) additionally represents and warrants that: (i) it has full power, authority and legal right to execute this Mortgage, and to mortgage, give, grant, bargain, sell, alien, enfeoff, convey, confirm and assign the Mortgaged Property pursuant to the terms hereof and to keep and observe all of the terms of this Mortgage on its respective part to be performed, (ii) the Company is a duly organized and presently existing limited partnership and this Mortgage has been executed by authority of partners; and (iii) the Agency is a duly organized and presently existing public benefit corporation of the State of New York and this Mortgage has been executed by authority of its members.

3. Insurance.

(a) The Company (i) will keep the Improvements and the Equipment insured against loss or damage by fire, standard extended coverage perils and such other hazards as the Mortgagee shall from time to time require in amounts approved by the Mortgagee, which amounts shall in no event be less than 100% of the full insurable value of the Improvements and the Equipment and shall be sufficient to meet all applicable co-insurance requirements, (ii) insurance protecting the Mortgagor against loss arising from liability imposed by law or assumed in any written contract and loss or liability arising from personal injury, including bodily injury or death, or damage to property of others, caused by an accident or occurrence with a limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, and (iii) will maintain such other forms of insurance coverage with respect to the Mortgaged Property as the Mortgagee shall from time to time require in amounts approved by the Mortgagee. All policies of insurance (the "**Policies**") shall be issued by insurers having a minimum policy holders rating of A- and financial size of at least VIII per the latest rating publication of Property and Casualty Insurers by A.M. Best Company and who are lawfully doing business in New York and are otherwise acceptable in all respects to the Mortgagee. All Policies shall contain the standard New York mortgagee non-contribution clause endorsement or an equivalent endorsement satisfactory to the Mortgagee naming the Mortgagee as the mortgagee thereunder and shall be paid and shall otherwise be in form and substance satisfactory in all respects to the Mortgagee. All policies shall name Mortgagee as an additional insured, loss payee or similar designation. Blanket insurance policies shall not be acceptable for the purposes of this paragraph unless otherwise approved to the contrary by the

Mortgagee. The Company shall pay the premiums for the Policies as the same become due and payable. At the request of the Mortgagee, the Company will deliver the Policies to the Mortgagee. Not later than ten (10) days prior to the expiration date of each of the Policies, the Company will deliver to the Mortgagee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment of premium satisfactory to the Mortgagee. If at any time the Mortgagee is not in receipt of written evidence that all insurance required hereunder is in force and effect, the Mortgagee shall have the right without notice to the Company or the Agency to take such action as the Mortgagee deems necessary to protect its interest in the Mortgaged Property, including, without limitation, the obtaining of such insurance coverage as the Mortgagee in its sole discretion deems appropriate, and all expenses incurred by the Mortgagee in connection with such action or in obtaining such insurance and keeping it in effect shall be paid by the Company to the Mortgagee upon demand.

(b) The Company shall at all times comply with and shall cause the Improvements and Equipment and the use, occupancy, operation, maintenance, alteration, repair and restoration thereof to comply with the terms, conditions, stipulations and requirements of the Policies. If the Premises, or any portion of the Improvements or the Equipment, is located in a Federally designated "special flood hazard area," in addition to the other Policies required under this paragraph, a flood insurance policy shall be delivered by the Company to the Mortgagee. If the Mortgaged Property shall be damaged or destroyed, in whole or in part, by fire or other property hazard or casualty, the Company shall give prompt notice thereof to the Mortgagee. Sums paid to the Mortgagee by any insurer may be retained and applied by the Mortgagee toward payment of the Debt whether or not then due and payable in such order, priority and proportions as the Mortgagee in its discretion shall deem proper or, at the discretion of the Mortgagee, the same may be paid, either in whole or in part, to the Company for such purposes as the Mortgagee shall designate. If the Mortgagee shall receive and retain such insurance proceeds, the lien of this Mortgage shall be reduced only by the amount thereof received and retained by the Mortgagee and actually applied by the Mortgagee in reduction of the Debt. The provisions of subsection 4 of Section 254 of the Real Property Law of New York covering the insurance of buildings against loss by fire shall not apply to this Mortgage.

(c) If the Mortgaged Property shall be damaged or destroyed, in whole or in part, by fire or other property hazard or casualty, the Company shall give prompt notice thereof to the Mortgagee. The Mortgagee may make proof of loss if the Mortgagor fails to do so within fifteen (15) days of the casualty. Whether or not the Mortgagee's security is impaired, the Mortgagee may, at the Mortgagee's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Debt, payment of any lien affecting the Mortgaged Property, or the restoration and repair of the Improvements. If the Mortgagee elects to apply the proceeds to the restoration and repair, the Company shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to the Mortgagee. The Mortgagee shall, upon satisfactory proof of such expenditure, pay or reimburse the Mortgagor from the proceeds for the reasonable cost of repair or restoration so long as no Event of Default exists. Any proceeds which have not been disbursed within one hundred eighty (180) days after the receipt and which the Mortgagee has not committed to the repair or restoration of the Improvements shall be used first to pay any amount owing to the Mortgagee under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Debt. If the

Mortgagee holds any proceeds after payment in full of the Debt, such proceeds shall be paid to the Company as the Company's interest may appear.

4. Payment of Taxes, etc. The Company shall pay all taxes, payments in lieu of taxes, assessments, water rates, sewer rents and other charges, including vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Premises, now or hereafter levied or assessed against the Mortgaged Property (the "Taxes") prior to the date upon which any fine, penalty, interest or cost may be added thereto or imposed by law for the nonpayment thereof. The Company shall deliver to the Mortgagee and Agency, upon request, receipted bills, cancelled checks and other evidence satisfactory to the Mortgagee evidencing the payment of the Taxes prior to the date upon which any fine, penalty, interest or cost may be added thereto or imposed by law for the nonpayment thereof.

5. Escrow Fund. The Company will, at the option of the Mortgagee, pay to the Mortgagee on the first day of each calendar month one-twelfth of an amount (the "Escrow Fund") which would be sufficient to pay the Taxes payable, or estimated by the Mortgagee to be payable, during the ensuing twelve (12) months. The Mortgagee will apply the Escrow Fund to the payment of Taxes which are required to be paid by the Company pursuant to the provisions of this Mortgage. If the amount of the Escrow Fund shall exceed the amount of the Taxes payable by the Company pursuant to the provisions of this Mortgage, the Mortgagee shall, in its discretion, (a) return any excess to the Company, (b) credit such excess against future payments to be made to the Escrow Fund, or (c) credit such excess against the Debt in such priority and proportions as the Mortgagee in its sole discretion shall deem proper. In allocating such excess, the Mortgagee may deal with the person shown on the records of the Mortgagee to be the owner of the Mortgaged Property. If the Escrow Fund is not sufficient to pay the Taxes, as the same become payable, the Company shall pay to the Mortgagee, upon request, an amount which the Mortgagee shall estimate as sufficient to make up the deficiency. Until expended or applied as above provided, any amounts in the Escrow Fund may be commingled with the general funds of the Mortgagee and shall constitute additional security for the Debt and shall not bear interest. Notwithstanding the foregoing provisions of this paragraph, the Mortgagee shall not exercise its option to require the establishment of an Escrow Fund in accordance with the provisions of this paragraph unless and until the Mortgagor shall at any time fail to make prompt and timely payment of the Taxes, fails to provide Mortgagee with satisfactory evidence of payment within ten (10) days of written request, or an Event of Default shall have occurred and be continuing.

6. Condemnation. Notwithstanding any taking by any public or quasi-public authority through eminent domain or otherwise, the Company shall continue to pay the Debt at the time and in the manner provided for its payment in the Note and this Mortgage and the Debt shall not be reduced until any award or payment therefor shall have been actually received and applied by the Mortgagee to the discharge of the Debt. The Mortgagee may apply the entire amount of any such award or payment to the discharge of the Debt whether or not then due and payable in such order, priority and proportions as the Mortgagee in its discretion shall deem proper. If the Mortgaged Property is sold, through foreclosure or otherwise, prior to the receipt by the Mortgagee of such award or payment, the Mortgagee shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive such award or payment, or a portion thereof sufficient to pay the Debt, whichever is less. The Company shall file and prosecute its claim or claims for any such award or payment in good

faith and with due diligence and cause the same to be collected and paid over to the Mortgagee. The Company and Agency hereby irrevocably authorizes and empowers the Mortgagee, in the name of the Company or Agency or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claim or claims. Although it is hereby expressly agreed that the same shall not be necessary in any event, the Agency, in accordance with an subject to the NYS General Municipal Law and its policies and the Agency Lease, and Company shall, upon demand of the Mortgagee, make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning any such award or payment to the Mortgagee, free and clear of any encumbrances of any kind or nature whatsoever.

7. Leases and Rents.

(a) Assignment. Except for the Agency Lease and the Company Lease the Agency and the Company hereby absolutely and unconditionally assign, sell, transfer and convey all of the right, title and interest in and to all existing leases, tenancies and occupancy agreements, however denominated, affecting all or any portion of the Premises and all renewals, replacements and guaranties thereof (the "**Leases**") along with all rents, income and profits due thereunder (the "**Rents**") to the Mortgagee. This Assignment is absolute in nature and not an assignment for additional security only. The Mortgagee waives the right to enter the Mortgaged Property for the purpose of collecting the Rents, and grants the Company the right to collect the Rents in accordance with their respective rights therein. The Company shall hold the Rents, or an amount sufficient to discharge all current sums due on the Debt, in trust for use in payment of the Debt. The right of the Company to collect the Rents may be revoked by the Mortgagee without notice upon any default by the Company under the terms of the Note or this Mortgage. Following such revocation the Mortgagee may retain and apply the Rents toward payment of the Debt in such order, priority and proportions as the Mortgagee, in its discretion, shall deem proper, or to the operation, maintenance and repair of the Mortgaged Property, and irrespective of whether the Mortgagee shall have commenced a foreclosure of this Mortgage or shall have applied or arranged for the appointment of a receiver. The Company shall, without the consent of the Mortgagee, make, or suffer to be made, any Leases or modify any Leases or cancel any Leases or accept prepayments of installments of the Rents for a period of more than one (1) month in advance or further assign the whole or any part of the Rents. The Mortgagee shall have all of the rights against tenants of the Mortgaged Property as set forth in Section 291-f of the Real Property Law of New York. The Company shall (a) fulfill or perform each and every provision of the Leases on their respective part to be fulfilled or performed, (b) promptly send copies of all notices of default which the Company shall send or receive under the Leases to the Mortgagee, and (c) enforce, short of termination of the Leases, the performance or observance of the provisions thereof by the tenants thereunder. In addition to the rights which the Mortgagee may have herein, in the event of any default under this Mortgage, the Mortgagee, at its option, may require the Company to pay monthly in advance to the Mortgagee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be in possession of the Company. Upon default in any such payment, the Company will vacate and surrender possession of the Mortgaged Property to the Mortgagee, or to such receiver, and, in default thereof, the Company may be evicted by

summary proceedings or otherwise. Nothing contained in this paragraph shall be construed as imposing on the Mortgagee any of the obligations of the lessor under the Leases or of a "mortgagee in possession".

(b) Perfection of Assignment of Leases and Rents for Bankruptcy Purposes. The Company acknowledge and agree that, upon recordation of this Mortgage, their respective interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to the Agency and the Company and all third parties, including and not by way of limitation any subsequently appointed trustee in any case under the U.S. Bankruptcy Code, without the necessity of (i) commencing a foreclosure action with respect to this Mortgage, (ii) furnishing notice to the Company or tenants under the Leases, (iii) making formal demand for the Rents, (iv) taking possession of the Premises as a mortgagee-in-possession, (v) obtaining the appointment of a receiver of rents and profits of the Premises, (vi) sequestering or impounding the Rents, or (vii) taking any other affirmative action.

(c) Mortgage to Constitute Security Agreement for Bankruptcy Purposes. For purposes of 11 U.S.C. § 552(b), the Agency, the Company and the Mortgagee agree that this Mortgage shall constitute a "security agreement", that the security interest created by such security agreement extends to property of the Company acquired before the commencement of a case in bankruptcy and to all amounts paid as rents and that such security interest shall extend to all rents acquired by the estate after the commencement of a case in bankruptcy.

(d) Rents to be Treated as Cash Collateral for Bankruptcy Purposes. The Agency and the Company acknowledge and agree that all Rents shall be deemed to be "Cash Collateral" under Section 363 of the U.S. Bankruptcy Code in the event that the Agency and the Company file the voluntary petition in bankruptcy or is made subject to any involuntary bankruptcy proceeding. After the filing of such petition, the Company may not use Cash Collateral without the consent of the Mortgagee and/or an order of any Bankruptcy Court pursuant to 11 U.S.C. § 363(b)(2).

8. Maintenance of the Mortgaged Property. The Company shall cause the Mortgaged Property to be maintained in good condition and repair and will not commit or suffer to be committed any waste of the Mortgaged Property. The Improvements and the Equipment shall not be removed, demolished or materially altered (except for normal replacement of the Equipment), without the prior written consent of the Mortgagee. The Company shall promptly comply with all existing and future governmental laws, orders, ordinances, rules and regulations affecting the Mortgaged Property, or any portion thereof or the use thereof. The Company shall promptly repair, replace or rebuild any part of the Mortgaged Property which may be damaged or destroyed by fire or other property hazard or casualty (including any fire or other property hazard or casualty for which insurance was not obtained or obtainable) or which may be affected by any taking by any public or quasi-public authority through eminent domain or otherwise, and shall complete and pay for, within a reasonable time, any structure at any time in the process of construction or repair on the Premises. If such fire or other property hazard or casualty shall be covered by the Policies, the Company's obligation to repair, replace or rebuild such portion of the Mortgaged Property shall be contingent upon the Mortgagee paying the Company the proceeds

of the Policies, or such portion thereof as shall be sufficient to complete such repair, replacement or rebuilding, whichever is less. The Company will not, without obtaining the prior consent of the Mortgagee, initiate, join in or consent to any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or affecting the uses which may be made of the Mortgaged Property or any part thereof.

9. Environmental Provisions.

(a) For the purposes of this paragraph the following terms shall have the following meanings: (i) the term "**Hazardous Material**" shall mean any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under any Environmental Requirement, or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel fuel, another petroleum hydrocarbon product, asbestos, asbestos-containing materials or polychlorinated biphenyls, (ii) the "**Environmental Requirements**" shall collectively mean all present and future laws, statutes, common law, ordinances, rules, regulations, orders, codes, licenses, permits, decrees, judgments, directives or the equivalent of or by any Governmental Authority and relating to or addressing the protection of the environment or human health, and (iii) the term "**Governmental Authority**" shall mean the Federal government, or any state or other political subdivision thereof, or any agency, court or body of the Federal government, any state or other political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions.

(b) The Company hereby represents and warrants to the Mortgagee and Agency that to the best of the Company's knowledge after diligent inquiry (i) no Hazardous Material is currently located at, on, in, under or about the Mortgaged Property, in manner which violates any Environmental Requirement, or which requires cleanup or corrective action of any kind under any Environmental Requirement, (ii) no releasing, emitting, discharging, leaching, dumping, disposing or transporting of any Hazardous Material from the Mortgaged Property onto any other property or from any other property onto or into the Mortgaged Property has occurred or is occurring in violation of any Environmental Requirement, (iii) no notice of violation, non-compliance, liability or potential liability, lien, complaint, suit, order or other notice with respect to the Mortgaged Property is presently outstanding under any Environmental Requirement, nor does the Company have knowledge or reason to believe that any such notice will be received or is being threatened, and (v) the Mortgaged Property and the operation thereof are in full compliance with all Environmental Requirements.

(c) The Company shall comply, and shall cause all tenants or other occupants of the Mortgaged Property to comply, in all respects with all Environmental Requirements, and will not generate, store, handle, process, dispose of or otherwise use, and will not permit any tenant or other occupant of the Mortgaged Property to generate, store, handle, process, dispose of or otherwise use, Hazardous Materials at, in, on, or about the Mortgaged Property in a manner that could lead or potentially lead to the imposition on the Company, the Mortgagee or the Mortgaged Property of any liability or

lien of any nature whatsoever under any Environmental Requirement. The Company shall notify the Mortgagee and Agency promptly in the event of any spill or other release of any Hazardous Material at, in, on, under or about the Mortgaged Property which is required to be reported to a Governmental Authority under any Environmental Requirement, will promptly forward to the Mortgagee copies of any notices received by the Company relating to alleged violations of any Environmental Requirement or any potential liability under any Environmental Requirement and will promptly pay when due any fine or assessment against the Mortgagee, the Company or the Mortgaged Property relating to any Environmental Requirement. If at any time it is determined that the operation or use of the Mortgaged Property is in violation of any applicable Environmental Requirement or that there are Hazardous Materials located at, in, on, under or about the Mortgaged Property violates any applicable Environmental Requirement or that there are Hazardous Materials located at, in, on, under or about the Mortgaged Property which, under any Environmental Requirement, require special handling in collection, storage, treatment or disposal, or any form of cleanup or corrective action, the Company shall, within thirty (30) days after receipt of notice thereof from any Governmental Authority or from the Mortgagee, take, at the Company's sole cost and expense, such actions as may be necessary to fully comply in all respects with all Environmental Requirements, provided, however, that if such compliance cannot reasonably be completed within such thirty (30) day period, the Company shall commence such necessary action within such thirty (30) day period and shall thereafter diligently and expeditiously proceed to fully comply in all respects and in a timely fashion with all Environmental Requirements.

(d) If the Company fails to timely take, or to diligently and expeditiously proceed to complete in a timely fashion, any such action described in clause (c) above, the Mortgagee may, in its sole and absolute discretion, make advances or payments toward the performance or satisfaction of the same, but shall in no event be under any obligation to do so. All sums so advanced or paid by the Mortgagee (including, without limitation, counsel and consultant fees and expenses, investigation and laboratory fees and expenses, and fines or other penalty payments) and all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, will immediately, upon demand, become due and payable from the Company and shall bear interest at the Default Rate from the date any such sums are so advanced or paid by the Mortgagee until the date any such sums are repaid by the Company to the Mortgagee. The Company will execute and deliver, promptly upon request, such instruments as the Mortgagee may deem useful or necessary to permit the Mortgagee to take any such action, and such additional notes and mortgages, as the Mortgagee may require to secure all sums so advanced or paid by the Mortgagee. If a lien is filed against the Mortgaged Property by any Governmental Authority resulting from the need to expend or the actual expending of monies arising from an action or omission, whether intentional or unintentional, of the Company or for which the Company is responsible, resulting from the releasing, spilling, leaking, leaching, pumping, emitting, pouring, emptying or dumping of any Hazardous Material into the waters or onto land located within or without the State where the Mortgaged Property is located, then the Company will, within thirty (30) days from the date that the Company is first given notice that such lien has been placed against the Mortgaged Property (or within such shorter period of

time as may be specified by the Mortgagee if such Governmental Authority has commenced steps to cause the Mortgaged Property to be sold pursuant to such lien), either (a) pay the claim and remove the lien, or (b) furnish a cash deposit, bond, or such other security with respect thereto as is satisfactory in all respects to the Mortgagee and is sufficient to effect a complete discharge of such lien on the Mortgaged Property.

(e) The Mortgagee may, at its option, at intervals of not less than one year, or more frequently if the Mortgagee reasonably believes that a Hazardous Material or other environmental condition violates or threatens to violate any Environmental Requirement, cause an environmental audit of the Mortgaged Property or portions thereof to be conducted to confirm the Company's compliance with the provisions of this paragraph, and the Company shall cooperate in all reasonable ways with the Mortgagee connection with any such audit. If such audit discloses that a violation of or a liability under an Environmental Requirement exists or if such audit was required or prescribed by law, regulation or governmental or quasi-governmental authority, the Company shall pay all costs and expenses incurred in connection with such audit; otherwise, the costs and expenses of such audit shall, notwithstanding anything to the contrary set forth in this paragraph, be paid by the Mortgagee.

(f) If this Mortgage is foreclosed, or if the Mortgaged Property is sold pursuant to the provisions of this Mortgage, or if the Company and Agency tenders a deed or assignment in lieu of foreclosure or sale, the Company shall deliver the Mortgaged Property to the purchaser at foreclosure or sale or to the Mortgagee, its nominee, or wholly-owned subsidiary, as the case may be, in a condition that complies in all respects with all Environmental Requirements.

(g) The Company will defend, indemnify, and hold harmless the Agency, Mortgagee, its co-lenders and participants and their respective employees, agents, officers, and directors, from and against any and all claims, demands, penalties, causes of action, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, foreseen or unforeseen, contingent or otherwise (including, without limitation, counsel and consultant fees and expenses, investigation and laboratory fees and expenses, court costs, and litigation expenses) arising out of, or in any way related to, (i) any breach by the Company of any of the provisions of this paragraph 9, (ii) the presence, disposal, spillage, discharge, emission, leakage, release, or threatened release of any Hazardous Material which is at, in, on, under, about, from or affecting the Mortgaged Property, including, without limitation, any damage or injury resulting from any such Hazardous Material to or affecting the Mortgaged Property or the soil, water, air, vegetation, buildings, personal property, persons or animals located on the Mortgaged Property or on any other property or otherwise, (iii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any such Hazardous Material, (iv) any lawsuit brought or threatened, settlement reached, or order or directive of or by any Governmental Authority relating to such Hazardous Material, or (v) any violation of any Environmental Requirement or any policy or requirement of the Mortgagee hereunder. The aforesaid indemnification shall, notwithstanding any exculpatory or other provision of any other document or instrument now or hereafter executed and delivered in connection with the loan evidenced by the

Note and secured by this Mortgage, constitute the personal recourse undertakings, obligations and liabilities of the Company.

(h) The obligations and liabilities of the Company under this paragraph 9 shall survive and continue in full force and effect and shall not be terminated, discharged or released, in whole or in part, irrespective of whether the Debt has been paid in full and irrespective of any foreclosure of this Mortgage, sale of the Mortgaged Property pursuant to the provisions of this Mortgage or acceptance by the Mortgagee, its nominee or affiliate of a deed or assignment in lieu of foreclosure or sale and irrespective of any other fact or circumstance of any nature whatsoever.

10. Estoppel Certificates. The Company, within ten (10) days after request by the Mortgagee and at its expense, will furnish the Mortgagee with a statement, duly acknowledged and certified, setting forth the amount of the Debt and the offsets or defenses thereto, if any.

11. Transfer or Encumbrance of the Mortgaged Property. No part of the Mortgaged Property nor any interest of any nature whatsoever therein nor any interest of any nature whatsoever in the Company or any Guarantor (whether partnership, stock, equity, beneficial, profit, loss or otherwise) shall in any manner, directly or indirectly, be further encumbered, sold, transferred or conveyed, or permitted to be further encumbered, sold, transferred, assigned or conveyed without the prior consent of the Mortgagee, which consent in any and all circumstances may be withheld in the sole and absolute discretion of the Mortgagee. The provisions of the foregoing sentence of this paragraph shall apply to each and every such further encumbrance, sale, transfer, assignment or conveyance, regardless of whether or not the Mortgagee has consented to, or waived by its action or inaction its rights hereunder with respect to, any such previous further encumbrance, sale, transfer, assignment or conveyance, and irrespective of whether such further encumbrance, sale, transfer, assignment or conveyance is voluntary, by reason of operation of law or is otherwise made.

12. Notice. Any notice, request, demand, statement, authorization, approval or consent made hereunder shall be in writing and shall be hand delivered or sent by Federal Express, or other reputable courier service, or by postage pre-paid registered or certified mail, return receipt requested, and shall be deemed given (i) when received at the following addresses if hand delivered or sent by Federal Express, or other reputable courier service, and (ii) three (3) business days after being postmarked and addressed as follows if sent by registered or certified mail, return receipt requested:

If to the Company:

Maguire Family Limited Partnership
504 South Meadow Street
Ithaca, New York 14850

With a copy to:

Marcus Orkin Tesi LLP

200 E. Buffalo Street
Suite 402
Ithaca, NY 14850
Attention: Virginia A. Tesi, Esq.

If to the Agency:

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

If to the Mortgagee:

JPMorgan Chase Bank, N.A.
201 N. Central Ave., Floor 26
Phoenix, Arizona 85004-0073

and

JPMorgan Chase Bank, N.A.
Dealer Commercial Services
1 E Ohio Street, Suite IN1-0128
Indianapolis, IN 46204

With a copy to:

Phillips Lytle LLP
1400 First Federal Plaza
Rochester, New York 14614
Attention: Thomas R. Burns, Esq.

It being understood and agreed that each party will use reasonable efforts to send copies of any notices to the addresses marked "with a copy to" hereinabove set forth, provided, however, that failure to deliver such copy or copies shall have no consequence whatsoever as to any notice made to any of the parties hereto. Each party may designate a change of address by notice to the other party, given at least fifteen (15) days before such change of address is to become effective.

13. Sale of Mortgaged Property.

(a) One or More Parcels. If this Mortgage is foreclosed, the Mortgaged Property, or any interest therein, may, at the discretion of the Mortgagee, be sold in one or more parcels or in several interests or portions and in any order or manner.

(b) Non-Judicial Foreclosure. In the event of a default hereunder, Mortgagee, to the extent permitted by law, may choose to utilize the procedure set forth in the New York Real Property Actions and Proceedings Law and if permitted, commence a non-judicial foreclosure by power of sale of this Mortgage. To the extent permitted by law,

the Agency and the Company waive any right to challenge Mortgagee's election to enforce this Mortgage by means of such non-judicial foreclosure by power of sale.

14. Changes in Laws Regarding Taxation. In the event of the passage after the date of this Mortgage of any law of the State of New York deducting from the value of real property for the purpose of taxation any lien or encumbrance thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly, on this Mortgage, the Note or the Debt, the Company shall, if permitted by law, pay any tax imposed as a result of any such law within the statutory period or within fifteen (15) days after demand by the Mortgagee, whichever is less, provided, however, that if, in the opinion of the attorneys for the Mortgagee, the Company is not permitted by law to pay such taxes, the Mortgagee shall have the right, at its option, to declare the Debt due and payable on a date specified in a prior notice to the Company of not less than thirty (30) days.

15. No Credits on Account of the Debt. The Company will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the Taxes assessed against the Mortgaged Property or any part thereof and no deduction shall otherwise be made or claimed from the taxable value of the Mortgaged Property, or any part thereof, by reason of this Mortgage or the Debt. If at any time this Mortgage shall secure less than all of the principal amount of the Debt, it is expressly agreed that any repayment of the principal amount of the Debt shall not reduce the amount of the lien of this Mortgage until the lien amount shall equal the principal amount of the Debt outstanding.

16. Offsets, Counterclaims and Defenses. Any assignee of this Mortgage and the Note shall take the same free and clear of all offsets, counterclaims or defenses of any nature whatsoever which the Agency or Company may have against any assignor of this Mortgage and the Note, and no such offset, counterclaim or defense shall be interposed or asserted by the Company in any action or proceeding brought by any such assignee upon this Mortgage or the Note and any such right to interpose or assert any such offset, counterclaim or defense in any such action or proceeding is hereby expressly waived by the Agency and Company.

17. Other Security for the Debt. The Company shall observe and perform all of the terms, covenants and provisions contained in the Note and in all other mortgages and other instruments or documents evidencing, securing or guaranteeing payment of the Debt, in whole or in part, or otherwise executed and delivered in connection with the Note, this Mortgage or the loan evidenced and secured thereby.

18. Documentary Stamps. If at any time the United States of America, any state thereof, or any governmental subdivision of any such state, shall require revenue or other stamps to be affixed to the Note or this Mortgage, the Company will pay for the same, with interest and penalties thereon, if any.

19. Right of Entry. Upon prior notice, the Mortgagee and its agents shall have the right to enter and inspect the Mortgaged Property at all reasonable times.

20. Books and Records. The Company will keep and maintain or will cause to be kept and maintained on a fiscal year basis in accordance with generally accepted accounting practices consistently applied proper and accurate books, records and accounts reflecting all of the financial affairs of the Company and all items of income and expense in connection with the operation of the Mortgaged Property or in connection with any services, equipment or furnishings provided in connection with the operation of the Mortgaged Property, whether such income or expense be realized by the Company or by any other person whatsoever excepting lessees unrelated to and unaffiliated with the Company who have leased from the Company portions of the Mortgaged Property for the purpose of occupying the same. The Mortgagee shall have the right from time to time upon reasonable notice at all times during normal business hours to examine such books, records and accounts at the office of the Company or other person maintaining such books, records and accounts and to make copies or extracts thereof as the Mortgagee shall desire. The Company shall comply with all terms and conditions of that certain Floorplan Credit Agreement dated October 27, 2016 between Maguire Motors, LLC, Maguire Chevrolet, LLC, Maguire Cars, LLC, Maguire CDJR, LLC, Maguire Nissan of Syracuse, LLC, Maguire DRS, LLC, Maguire Automotive, LLC, Maguire Nissan, Inc. and Mortgagee, as the same may be amended from time to time, regarding the disclosure of financial information and financial covenants. The Company shall furnish to the Mortgagee, within ten (10) days after request, such further detailed information covering the operation of the Mortgaged Property and the financial affairs of the Company, any affiliate of the Company, or any Guarantor (as hereinafter defined), as may be requested by the Mortgagee.

Without the prior written consent of the Mortgagee, the Mortgagor will not: (a) be or become subject at any time to any law, regulation or list of any government agency (including, without limitation, the US Office of Foreign Asset Control List) that prohibits or limits the Mortgagee from making any advance or extension of credit to the Mortgagor or from otherwise conducting business with the Mortgagor, or (b) fail to provide documentary and other evidence of the Mortgagor's identity as may be requested by the Mortgagee at any time to enable the Mortgagee to verify the Mortgagor's identity or to comply with any applicable law or regulation, including, without limitation, Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318.

21. Performance of Other Agreements. The Agency and the Company shall observe and perform each and every term to be observed or performed by them pursuant to the terms of any agreement or recorded instrument affecting or pertaining to the Mortgaged Property.

22. Events of Default. The Debt shall become due at the option of the Mortgagee upon the occurrence of any one or more of the following events (herein collectively referred to as "Events of Default"):

(a) if any portion of the Debt is not paid when due;

(b) if the Company shall fail to pay within twenty (20) days of notice and demand by the Mortgagee, any installment of any assessment against the Mortgaged Property for local improvements heretofore or hereafter levied, which assessment is or may become payable in annual or periodic installments and is or may become a lien on the Mortgaged Property;

(c) if any Federal tax lien is filed against the Company, any Guarantor or the Mortgaged Property and the same is not discharged of record within thirty (30) days after the same is filed;

(d) if without the consent of the Mortgagee (which consent in any and all circumstances may be withheld in the sole and absolute discretion of the Mortgagee) any part of the Mortgaged Property or any interest of any nature whatsoever therein or any interest of any nature whatsoever in the Company or any Guarantor (whether partnership, stock, equity, beneficial, profit, loss or otherwise) is in any manner, by operation of law or otherwise, whether directly or indirectly, further encumbered, sold, transferred, assigned or conveyed, and irrespective of whether any such further encumbrance, sale, transfer, assignment or conveyance is voluntary, by reason or operation of law or is otherwise made;

(e) if without the consent of the Mortgagee any Improvement or the Equipment (except for the normal replacement of the Equipment) is removed, demolished or materially altered, or if the Mortgaged Property is not kept in good condition and repair;

(f) if the Company shall fail to comply with any requirement or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the Mortgaged Property within three (3) months from the issuance thereof, or the time period set forth therein, whichever is less;

(g) if the Company shall be in default with respect to its obligations under Paragraph 9 of this Mortgage beyond any applicable grace period and/or after the giving of any applicable notice as stated in Paragraph 9;

(h) if the Policies are not kept in full force and effect, or if the Policies are not delivered to the Mortgagee upon request;

(i) if on application of the Mortgagee two or more fire insurance companies lawfully doing business in the State of New York refuse to issue Policies;

(j) if the Company shall fail to pay the Mortgagee on demand for all Premiums and/or Taxes paid by the Mortgagee pursuant to this Mortgage, together with any late payment charge and interest thereon calculated at the Default Rate;

(k) if without the consent of the Mortgagee any Leases are made, cancelled or modified or if any portion of the Rents is paid for a period of more than one (1) month in advance or if any of the Rents are further assigned;

(l) if any representation or warranty of the Company, or of any person (herein referred to as a Guarantor) guaranteeing payment of the Debt or any portion thereof, or of operating expenses of the Mortgaged Property or guaranteeing performance by the Company of any of the terms of this Mortgage made herein or in any such guaranty (the "Guaranty"), or in any certificate, report, financial statement or other instrument

furnished in connection with the making of the Note, this Mortgage, or any such Guaranty, shall prove false or misleading in any material respect;

(m) if the Company or any Guarantor shall make an assignment for the benefit of creditors;

(n) if a court of competent jurisdiction enters a decree or order for relief with respect to the Company or any Guarantor under Title 11 of the United States Code as now constituted or hereafter amended or under any other applicable Federal or state bankruptcy law or other similar law, or if such court enters a decree or order appointing a receiver, liquidator, assignee, trustee, sequestrator (or similar official) of the Company or any Guarantor, or of any substantial part of their respective properties, or if such court decrees or orders the winding up or liquidation of the affairs of the Company or any Guarantor;

(o) if the Company or any Guarantor files a petition or answer or consent seeking relief under Title 11 of the United States Code as now constituted or hereafter amended, or under any other applicable Federal or state bankruptcy law or other similar law, or if the Company or any Guarantor consents to the institution of proceedings thereunder or to the filing of any such petition or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Company or any Guarantor, or of any substantial part of their respective properties, or if the Company or any Guarantor fails generally to pay their respective debts as such debts become due, or if the Agency, Company or any Guarantor takes any action in furtherance of any action described in this subparagraph;

(p) if the Company or other person shall be in default beyond any applicable notice and/or grace period under the Note, the other Loan Documents, or under any other mortgage, instrument or document evidencing, securing or guaranteeing payment of the Debt, in whole or in part, or otherwise executed and delivered in connection with the Note, this Mortgage or the loan evidenced and secured thereby;

(q) if the Company or other person shall be in default beyond any applicable notice and/or grace period under any mortgage or deed of trust covering any part of the Mortgaged Property whether superior or inferior in lien to this Mortgage, and including, without limitation, any such mortgage or deed of trust now or hereafter held by the Mortgagee, or if the Company or any Guarantor or any Affiliate of the Company or Guarantor shall be in default beyond the expiration of any applicable notice and/or grace period therein expressly provided in respect of any other indebtedness (except consumer debt) owed by the Company, any Guarantor or any Affiliate of the Company or Guarantor to the Mortgagee or any other person. The term "Affiliate", when used with respect to any specified person or entity, shall mean any other person or entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person or entity and "control", when used with respect to any specified entity, shall mean the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise

and the terms “controlling” and “controlled” shall have the meanings correlative to the foregoing;

(r) if the Mortgaged Property shall become subject (i) to any tax lien, other than a lien for local real estate taxes and assessments not due and payable, or (ii) to any lis pendens, notice of pendency, stop order, notice of intention to file mechanic's or materialman's lien, mechanic's or materialman's lien or other lien of any nature whatsoever and the same shall not either be discharged of record or in the alternative insured over to the satisfaction of the Mortgagee by the title company insuring the lien of this Mortgage within a period of thirty (30) days after the same is filed or recorded, and irrespective of whether the same is superior or subordinate in lien or other priority to the lien of this Mortgage and irrespective of whether the same constitutes a perfected or inchoate lien or encumbered on the Mortgaged Property or is only a matter of record or notice; or

(s) if the Company shall be in default under any of the other terms, covenants or conditions of this Mortgage; or

(t) if any Guarantor or any other person shall be in default beyond any applicable grace period under any Guaranty.

23. Right to Cure Defaults. If default in the performance of any of the covenants of the Company herein occurs, the Mortgagee may, at its discretion, remedy the same and for such purpose shall have the right to enter upon the Mortgaged Property or any portion thereof without thereby becoming liable to the Company or any person in possession thereof holding under the Company. If the Mortgagee shall remedy such a default or appear in, defend, or bring any action or proceeding to protect its interest in the Mortgaged Property or to foreclose this Mortgage or collect the Debt, the costs and expenses thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this paragraph, shall be paid by the Company to the Mortgagee upon demand. All such costs and expenses incurred by the Mortgagee in remedying such default or in appearing in, defending, or bringing any such action or proceeding shall be paid by the Company to the Mortgagee upon demand, with interest (calculated for the actual number of days elapsed on the basis of a 360-day year) at a rate per annum equal to 3% per annum in excess of the rate of interest provided in the Note (herein referred to as the Default Rate) provided, however, that the Default Rate shall in no event exceed the maximum interest rate which the Company may by law pay, for the period after notice from the Mortgagee that such costs or expenses were incurred to the date of payment to the Mortgagee. To the extent any of the aforementioned costs or expenses paid by the Mortgagee after default by the Company shall constitute payment of (i) taxes, charges or assessments which may be imposed by law upon the Mortgaged Property, (ii) premiums on insurance policies covering the Mortgaged Property, (iii) expenses incurred in upholding the lien of this Mortgage, including, but not limited to, the costs and expenses of any litigation to collect the indebtedness secured by this Mortgage or to prosecute, defend, protect or preserve the rights and the lien created by this Mortgage, or (iv) any amount, cost or charge to which the Mortgagee becomes subrogated, upon payment, whether under recognized principles of law or equity, or under express statutory authority; then, and in each such event, such costs, expenses and amounts, together with interest thereon at the Default Rate, shall be added to the indebtedness secured by this Mortgage and shall be secured by this

Mortgage. Notwithstanding anything to the contrary contained in this Mortgage, the maximum amount of the principal indebtedness secured by this Mortgage at execution or which under any contingency may become secured by this Mortgage is Three Million Sixty Thousand Dollars (\$3,060,000.00), plus all amounts expended by the Mortgagee after default by the Company.

24. Appointment of Receiver. The Mortgagee, in any action to foreclose this Mortgage or upon the actual or threatened waste to any part of the Mortgaged Property or upon the occurrence of any default hereunder, shall be at liberty, without notice, to apply for the appointment of a receiver of the Rents, and shall be entitled to the appointment of such receiver as a matter of right, without regard to the value of the Mortgaged Property as security for the Debt, or the solvency or insolvency of any person then liable for the payment of the Debt.

25. Non-Waiver. The failure of the Mortgagee to insist upon strict performance of any term of this Mortgage shall not be deemed to be a waiver of any term of this Mortgage. The Company shall not be relieved of the Company's obligation to pay the Debt at the time and in the manner provided for its payment in the Note and this Mortgage by reason of (i) failure of the Mortgagee to comply with any request of the Company to take any action to foreclose this Mortgage or otherwise enforce any of the provisions hereof or of the Note or any other mortgage, instrument or document evidencing, securing or guaranteeing payment of the Debt or any portion thereof, (ii) the release, regardless of consideration, of the whole or any part of the Mortgaged Property or any other security for the Debt, or (iii) any agreement or stipulation between the Mortgagee and any subsequent owner or owners of the Mortgaged Property or other person extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Mortgage or any other mortgage, instrument or document evidencing, securing or guaranteeing payment of the Debt or any portion thereof, without first having obtained the consent of the Company, and in the latter event, the Company shall continue to be obligated to pay the Debt at the time and in the manner provided in the Note and this Mortgage, as so extended, modified and supplemented, unless expressly released and discharged from such obligation by the Mortgagee in writing. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien, encumbrance, right, title or interest in or to the Mortgaged Property, the Mortgagee may release any person at any time liable for the payment of the Debt or any portion thereof or any part of the security held for the Debt and may extend the time of payment or otherwise modify the terms of the Note or this Mortgage, including, without limitation, a modification of the interest rate payable on the principal balance of the Note, without in any manner impairing or affecting this Mortgage or the lien thereof or the priority of this Mortgage, as so extended and modified, as security for the Debt over any such subordinate lien, encumbrance, right, title or interest. The Mortgagee may resort for the payment of the Debt to any other security held by the Mortgagee in such order and manner as the Mortgagee, in its discretion, may elect. The Mortgagee may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of the Mortgagee thereafter to foreclose this Mortgage. The Mortgagee shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every additional right and remedy now or hereafter afforded by law. The rights of the Mortgagee under this Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

26. Non Recourse; Special Obligation.

(a) The obligations and agreements of the Agency contained herein and in any other instrument or document executed in connection herewith, and any instrument or document supplemental hereto, 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 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 (as those terms are defined in the Agency Lease). 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:

(i) 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

(ii) 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

(iii) 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 shall not alter the full force and effect of any Event of Default under the Agency Lease.

(iv) For purposes of this Section, 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.

27. Construction. The terms of this Mortgage shall be construed in accordance with the laws of the State of New York.

28. Security Agreement. This Mortgage constitutes both a real property mortgage and a "security agreement," within the meaning of the Uniform Commercial Code, and the Mortgaged Property includes both real and personal property and all other rights and interest, whether tangible or intangible in nature, of the Agency and/or Company in the Mortgaged Property. The Agency and Company by executing and delivering this Mortgage has granted to the Mortgagee, as security for the Debt, a security interest in the Equipment. If the Agency and/or Company shall default under the Note or this Mortgage, the Mortgagee, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Equipment or any part thereof, and to take such other measures as the Mortgagee may deem necessary for the care, protection and preservation of the Equipment. Upon request or demand of the Mortgagee, the Company shall at its expense assemble the Equipment and make it available to the Mortgagee at a convenient place acceptable to the Mortgagee. The Company shall pay to the Mortgagee on demand any and all expenses, including legal expenses and attorneys' fees, incurred or paid by the Mortgagee in protecting its interest in the Equipment and in enforcing its rights hereunder with respect to the Equipment. Any notice of sale, disposition or other intended action by the Mortgagee with respect to the Equipment sent to the Company in accordance with the provisions of this Mortgage at least seven (7) days prior to the date of any such sale, disposition or other action, shall constitute reasonable notice to the Company, and the method of sale or disposition or other intended action set forth or specified in such notice shall conclusively be deemed to be commercially reasonable within the meaning of the Uniform Commercial Code unless objected to in writing by the Agency and/or Company within five (5) days after receipt by the Agency and/or Company of such notice. The proceeds of any sale or disposition of the Equipment, or any part thereof, may be applied by the Mortgagee to the payment of the Debt in such order, priority and proportions as the Mortgagee in its discretion shall deem proper. If any change shall occur in the Company's name, the Company shall promptly cause to be filed at its own expense, new financing statements as required under the Uniform Commercial Code to replace those on file in favor of the Mortgagee. This Mortgage shall also serve as a financing statement as provided in Section 9-502(c) of the Uniform Commercial Code.

29. Further Acts, etc. The Agency, to the extent permitted by, and in accordance with, the NYS General Municipal Law and its policies, and Company will, at the cost of the Company, and without expense to the Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments,

transfers and assurances as the Mortgagee shall, from time to time, require for the better assuring, conveying, assigning, transferring and confirming unto the Mortgagee the property and rights hereby mortgaged or intended now or hereafter so to be, or which the Company may be or may hereafter become bound to convey or assign to the Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage or for filing, registering or recording this mortgage and, on demand, will execute and deliver and hereby authorizes the Mortgagee to execute in the name of the Agency and Company to the extent the Mortgagee may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien hereof upon the Mortgaged Property.

30. Headings, etc. The headings and captions of various paragraphs of this Mortgage are for convenience of reference only and are not to be construed as defined or limiting, in any way, the scope or intent of the provisions hereof.

31. Filing of Mortgage, etc. The Company forthwith upon the execution and delivery of this Mortgage and thereafter, from time to time, will cause this Mortgage, and any security instrument creating a lien or evidencing the lien hereof upon the Mortgaged Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect, preserve and perfect the lien hereof upon, and the interest of the Mortgagee in, the Mortgaged Property. The Company will pay all filing, registration and recording fees, and all expenses incident to the preparation, execution and acknowledgement of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property, and any instrument of further assurance, and all Federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property or any instrument of further assurance. The Company shall hold harmless and indemnify the Mortgagee, its successors and assigns, against any liability incurred by reason of the imposition of any tax on the making and recording of this Mortgage.

32. Usury Laws. This Mortgage and the Note are subject to the express condition that at no time shall the Company be obligated or required to pay interest on the principal balance due under the Note at a rate which could subject the holder of the Note to either civil or criminal liability as a result of being in excess of the maximum interest rate which the Company is permitted by law to contract or agree to pay. If by the terms of this Mortgage or the Note, the Company is at any time required or obligated to pay interest on the principal balance due under the Note at a rate in excess of such maximum rate, the rate of interest under the Note shall be deemed to be immediately reduced to such maximum rate and the interest payable shall be computed at such maximum rate and all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance of the Note.

33. Sole Discretion of Mortgagee. Except as may otherwise be expressly provided to the contrary, wherever pursuant to the Note, this Mortgage, or any other document or instrument now or hereafter executed and delivered in connection therewith or otherwise with respect to the loan secured hereby, the Mortgagee exercises any right given to it to consent or not consent, or to approve or disapprove, or any arrangement or term is to be satisfactory to the Mortgagee, the

decision of the Mortgagee to consent or not consent, or to approve or disapprove, or to decide that arrangements or terms are satisfactory or not satisfactory, shall be in the sole and absolute discretion of the Mortgagee and shall be final and conclusive.

34. Reasonableness. If at any time the Company believes that the Mortgagee has not acted reasonably in granting or withholding any approval or consent under the Note, this Mortgage, or any other document or instrument now or hereafter executed and delivered in connection therewith or otherwise with respect to the loan secured hereby, as to which approval or consent either (i) the Mortgagee has expressly agreed to act reasonably, or (ii) absent such agreement, applicable law would nonetheless require the Mortgagee to act reasonably, then the Company's sole remedy shall be to seek injunctive relief or specific performance, and no action for monetary damages or punitive damages shall in any event or under any circumstance be maintained by the Company against the Mortgagee.

35. Recovery of Sums Required To Be Paid. The Mortgagee shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of the Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults existing at the time such earlier action was commenced.

36. Actions and Proceedings. The Mortgagee shall have the right to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to bring any action or proceeding, in the name and on behalf of the Company, which the Mortgagee, in its discretion, determines should be brought to protect its interest in the Mortgaged Property.

37. Inapplicable Provisions. If any term, covenant or condition of this Mortgage shall be held to be invalid, illegal or unenforceable in any respect, this Mortgage shall be construed without such provision.

38. Duplicate Originals. This Mortgage may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.

39. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided in this Mortgage, words used in this Mortgage shall be used interchangeably in singular or plural form and the word "Mortgagee" shall mean the Mortgagee or any subsequent holder of the Note; the word "Note" shall mean the Note or any other evidence of indebtedness secured by this Mortgage and any and all modifications, amendments, extensions, renewals, restatements, consolidations and replacements thereof; the word "Guarantor" shall, in addition to the meaning ascribed to it in Paragraph 20(1) hereof, include their respective heirs, executors, administrators, legal representatives, successors and assigns; the word "person" shall include an individual, corporation, partnership, trust, limited liability company, unincorporated association, government, governmental authority, or other entity; the words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest therein; and the word "Debt" shall mean all sums secured by this Mortgage; and the word "default" shall mean the occurrence of any default by the Agency or Company or other person in

the observance or performance of any of the terms, covenants or provisions of the Note, if applicable, or this Mortgage on the part of the Company, Agency or such other person to be observed or performed without regard to whether such default constitutes or would constitute upon notice or lapse of time, or both, an Event of Default under this Mortgage. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

40. Waiver of Notice. The Agency and Company shall not be entitled to any notices of any nature whatsoever from the Mortgagee except with respect to matters for which this Mortgage specifically and expressly provides for the giving of notice by the Mortgagee to the Agency and Company, and the Company hereby expressly waives the right to receive any notice from the Mortgagee with respect to any matter for which this Mortgage does not specifically and expressly provide for the giving of notice by the Mortgagee to the Agency and Company.

41. No Oral Change. This Mortgage may only be modified, amended or changed by an agreement in writing signed by the Agency, the Company and the Mortgagee, and may only be released, discharged or satisfied of record by an agreement in writing signed by the Mortgagee. No waiver of any term, covenant or provision of this Mortgage shall be effective unless given in writing by the Mortgagee and if so given by the Mortgagee shall only be effective in the specific instance in which given. The Note, this Mortgage, and the other documents and instruments executed and delivered in connection therewith or otherwise in connection with the loan secured hereby set forth the entire agreement and understanding of the Agency, the Company and the Mortgagee with respect to the loan secured hereby and that no oral or other agreements, understanding, representation or warranties exist with respect to the loan secured hereby other than those set forth in the Note, this Mortgage and such other executed and delivered documents and instruments.

42. Absolute and Unconditional Obligation. The Company acknowledges that the Company's obligation to pay the Debt in accordance with the provision of the Note and this Mortgage is and shall at all times continue to be absolute and unconditional in all respects, and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever which might otherwise constitute a defense to the Note or this Mortgage or the obligation of the Company thereunder to pay the Debt or the obligations of any other person relating to the Note or this Mortgage or the obligations of the Company under the Note or this Mortgage or otherwise with respect to the loan secured hereby, and the Company absolutely, unconditionally and irrevocably waives any and all right to assert any defense, setoff, counterclaim or crossclaim of any nature whatsoever with respect to the obligation of the Company to pay the Debt in accordance with the provisions of the Note and this Mortgage or the obligations of any other person relating to the Note or this Mortgage or obligations of the Company under the Note or this Mortgage or otherwise with respect to the loan secured hereby in any action or proceeding brought by the Mortgagee to collect the Debt, or any portion thereof, or to enforce, foreclose and realize upon the lien and security interest created by this Mortgage or any other document or instrument securing repayment of the Debt, in whole or in part. (Provided, however, that the foregoing shall not be deemed a waiver of the Company's right to assert any compulsory counterclaim maintained in a court of the United States, or of the State of New York if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be

deemed a waiver of the Company's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against the Mortgagee in any separate action or proceeding).

43. Trust Fund. Pursuant to Section 13 of the Lien Law of New York, the Company shall receive the advances secured hereby and shall hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of any improvement and shall apply such advances first to the payment of the cost of any such improvement on the Mortgaged Property before using any part of the total of the same for any other purpose.

44. Non-Residential Property. This Mortgage does not cover real property principally improved by one or more structures containing in the aggregate six (6) or less residential dwelling units having their own separate cooking facilities.

45. Intentionally Omitted.

46. Waiver of Statutory Rights. The Company shall nor will apply for or avail itself of any appraisalment, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws to the full extent that the Company may do so under applicable law. The Agency and Company for itself and all who may claim through or under them waive any and all right to have the property and estates comprising the Mortgaged Property marshaled upon any foreclosure of the lien of this Mortgage and agree that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. The Agency and Company hereby waive for themselves and all who may claim through or under them, and to the full extent they may do so under applicable law, any and all rights of redemption from sale under any order of decree of foreclosure of this Mortgage or granted under any statute now existing or hereafter enacted.

47. Brokerage. The Company covenants and agrees that no brokerage commission or other fee, commission or compensation is to be paid by the Mortgagee on account of the loan or other financing obligations evidenced by the Note and/or secured by this Mortgage and the Company agrees to indemnify the Mortgagee and Agency against any claims for any of the same.

48. Indemnity. Anything in this Mortgage or the other Loan Documents to the contrary notwithstanding, the Company shall indemnify and hold the Mortgagee harmless and defend the Mortgagee at the Company's sole cost and expense against any loss or liability, cost or expense (including, without limitation, title insurance premiums and charges and reasonable attorneys' fees and disbursements of the Mortgagee's counsel, whether in-house staff, retained firms or otherwise), and all claims, actions, procedures and suits arising out of or in connection with (i) any ongoing matters arising out of the transaction contemplated hereby, the Debt, this Mortgage, the Note or any other Loan Documents and/or the Mortgaged Property, including, but not limited to, all costs of reappraisal of the Mortgaged Property or any part thereof, whether required by law, regulation, the Mortgagee or any governmental or quasi-governmental authority, (ii) any amendment to, or restructuring of, the Debt and this Mortgage, the Note or any of the other Loan Documents, (iii) any and all lawful action that may be taken by the Mortgagee

in connection with the enforcement of the provisions of this Mortgage or the Note or any of the other Loan Documents, whether or not suit is filed in connection with the same, or in connection with the Company, any Guarantor and/or any partner, joint venturer or shareholder thereof becoming a party to a voluntary or involuntary federal or state bankruptcy, insolvency or similar proceeding. All sums expended by the Mortgagee shall be payable on demand and, until reimbursed by the Company pursuant hereto, shall be deemed additional principal of the Debt and secured hereby and shall bear interest at the Default Rate. The obligations of the Company under this paragraph shall, notwithstanding any exculpatory or other provisions of any nature whatsoever set forth in the Loan Documents, constitute the personal recourse undertakings, obligations and liabilities of the Company.

49. Enforceability. This Mortgage was negotiated in the State of New York, and made by the Agency and Company and accepted by the Mortgagee in the State of New York, and the proceeds of the loan secured hereby were disbursed from the State of New York, which State the parties agree has a substantial relationship to the parties and to the underlying transaction embodied hereby, and in all respects, including, without limiting the generality of the foregoing, matters of construction, validity and performance, this Mortgage and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and performed in such State and any applicable laws of the United States of America, except with respect to the provisions hereof which relate to the realization upon the security covered by this Mortgage, in which case such provisions shall be governed by the State in which the Mortgaged Property is located, it being understood that, to the fullest extent permitted by the law of such State, the law of the State of New York shall govern the validity and enforceability of this Mortgage, the Note, and other documents executed and delivered in connection with the Debt, and the obligations arising hereunder and thereunder. Whenever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be unenforceable or prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such unenforceability, prohibition or invalidity, without invalidating the remaining provisions of this Mortgage.

50. USA Patriot Act Notification. The following notification is provided to Mortgagor pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318:

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. When Mortgagor opens an account, if Mortgagor is an individual Mortgagee will ask for Mortgagor's name, taxpayer identification number, residential address, date of birth, and other information that will allow Mortgagee to identify Mortgagor, and if Mortgagor is not an individual Mortgagee will ask for Mortgagors name, taxpayer identification, business address, and other information that will allow Mortgagee to identify Mortgagor. Mortgagee may also ask, if Mortgagor is an individual to see Mortgagor's driver's license or other identifying documents, and if Mortgagor is not an individual to see Mortgagor's legal organizational documents or other identifying documents.

The Mortgagor will not: (a) be or become subject at any time to any law, regulation or list of any government agency (including, without limitation, the US Office of Foreign Asset Control List) that prohibits or limits the Mortgagee from making any advance or extension of credit to the Mortgagor or from otherwise conducting business with the Mortgagor, or (b) fail to provide documentary and other evidence of the Mortgagor's identity as may be requested by the Mortgagee at any time to enable the Mortgagee to verify the Mortgagor's identity or to comply with any applicable law or regulation, including, without limitation, Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318.

51. **Remedies.** Upon the occurrence of any Event of Default, Mortgagor agrees that Mortgagee may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee: (a) declare the entire unpaid Debt to be immediately due and payable; (b) with or without entry, institute proceedings, judicial or otherwise, for the complete or partial foreclosure of this Mortgage under any applicable provision of law in which case the Mortgaged Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner, any partial foreclosure to be subject to the continuing lien and security interest of this Mortgage for the balance of the Debt not then due, unimpaired and without loss of priority; (c) sell for cash or upon credit the Mortgage Property or any part thereof and all estate, claim, demand, right, title and interest of Mortgagor therein and rights of redemption thereof, pursuant to power of sale, judicial decree or otherwise, at one or more sales, as an entirety or in one or more parcels; (d) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note or in the other Loan Documents; (e) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Mortgage or the other Loan Documents; (f) apply for the appointment of a receiver, trustee, liquidator or conservator of the Mortgaged Property, without notice and without regard for the adequacy of the security for the Debt and without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Mortgagor, any Guarantor, indemnitor or of any person, firm or other entity liable for the payment of the Debt; (g) enter into or upon the Mortgaged Property, either personally or by its agents, nominees or attorneys and dispossess Mortgagor and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Mortgagor and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Mortgagor agrees to surrender possession of the Mortgaged Property and of such books, records accounts to Mortgagee upon demand, and thereupon Mortgagee may exercise all rights and powers of Mortgagor with respect to the Mortgaged Property including, without limitation, (1) the right to use, operate, manage, control, insure, maintain, repair, restore and otherwise deal withal and every part of the Mortgage Property and conduct the business thereat; (2) the right to make or complete any construction, alterations, additions, renewals, replacements and improvements to or in the Mortgaged Property as Mortgagee deems advisable; (3) the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Mortgaged Property and every part thereof; (h) require Mortgagor to pay monthly in advance to Mortgagee, or any receiver appointed to collect

the Rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be occupied by Mortgagor; (i) require Mortgagor to vacate and surrender possession of the Mortgage Property to Mortgagee or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise; (j) apply the receipts from the Mortgaged Property, any deposits and interest thereon and/or any unearned insurance premiums paid to Mortgagee upon the surrender of any Policies maintained pursuant to paragraph 3 hereof (it being agreed that Mortgagee shall have the right to surrender such Policies upon the occurrence of an Event of Default), to the payment of the Debt, in such order, priority and proportions as Mortgage shall deem appropriate in its sole discretion; (k) exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (1) the right to take possession of the Equipment and personal property or any part thereof, and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of the Equipment and the personal property; and (2) request Mortgagor at its expense to assemble the Equipment and the personal property and make it available to Mortgage at a convenient place acceptable to Mortgagee. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Equipment or any personal property sent to Mortgagor in accordance with the provisions hereof at least five (5) days prior to such action, shall constitute commercially reasonable notice to Mortgagor. Upon any foreclosure or other sale of the Mortgaged Property pursuant to the terms hereof, Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the secured indebtedness as a credit against the purchase price. In the event of a sale, by foreclosure, power of sale, or otherwise, of less than all of the Mortgaged Property, this Mortgage shall continue as a lien and security interest on the remaining portion of the Mortgaged Property unimpaired and without loss of priority. Notwithstanding the provisions of this paragraph, should any of the events described in Paragraph 22(m), (n) or (o) occur, the entire unpaid Debt shall be automatically due and payable, without any further notice, demand or other action by Mortgagee.

52. Company's Obligations to Comply with the Agency Lease, the Company Lease and the PILOT Agreement. Company shall: (i) pay the all other sums of money due and payable at any time and from time to time under the Company Lease, the Agency Lease and the Payment in Lieu of Taxes Agreement (the "**PILOT Agreement**"), as and when such sums become due and payable, but in any event before the expiration of any grace period provided in the Agency Lease and/or the PILOT Agreement, as applicable, for the payment of any such sum; and (ii) at all times fully perform, observe and comply with all other terms, covenants and conditions of the Agency Lease, the Company Lease and the PILOT Agreement to be performed, observed or complied with by Company as lessor under the Company Lease, as lessee under the Agency Lease and as a party to the PILOT Agreement. If the Agency Lease, the Company Lease and/or the PILOT Agreement do not provide for a grace period for the payment of a sum of money, Company shall make the payment on or before the date on which the payment becomes due and payable. Company shall deliver evidence of the payment to Mortgagee within ten (10) days after receipt of a written request from Mortgagee for evidence of the payment.

53. Subordination Provisions. Notwithstanding anything herein to the contrary, the Mortgagee by accepting this Mortgage acknowledges and agrees that the rights of Mortgagee hereunder shall be subordinate to the rights of the Agency to receive payments in lieu of taxes pursuant to the PILOT Agreement and that such payments in lieu of taxes to be made by the

Company to the Agency shall have the same force, priority and effect as a real property tax lien under New York State law against the Mortgaged Property.

54. Agency Executing at the Direction of Company. The Company directs the Agency to execute and deliver this Mortgage to the Mortgagee, and further agrees to indemnify the Agency (and its members, officers, directors, agents, servants and employees) for all fees and costs incurred in connection with the execution, delivery, recording, performing and enforcing of this Mortgage, including but not limited to reasonable attorney's fees.

55. Hold Harmless Provisions. The Company acknowledges that the terms of the Agency Lease, as amended and restated from time to time, are in full force and effect, including but not limited to the "Hold Harmless Provisions" contained in Section 8.2 thereof and incorporates same in this instrument and makes same applicable hereto as if fully set forth herein.

56. Waiver of Trial by Jury. The Agency, the Company and the Mortgagee (by their acceptance hereof) hereby voluntarily, knowingly, and unconditionally waive any right to have a jury participate in resolving any dispute (whether based on contract, tort, or otherwise) between the Mortgage and the Mortgagee arising out of or in any way related to the Note, this Mortgage [, the Building Loan Agreement,] and any other document or instrument now or hereafter executed and delivered in connection therewith or the loan secured by this Mortgage. This provision is a material inducement to the Mortgagee to provide the financing evidenced by the Note.

57. Waiver of Special Damages. The Company waive, to the maximum extent not prohibited by law, any right the Company may have to claim or recover from the Mortgagee in any legal action or proceeding any special, exemplary, punitive or consequential damages.

(Signature Pages Follow)

Doc #02-537579.2


CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY

By: 

William M. Ryan, Chairman

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

On the 21st day of June, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared William M. Ryan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 20 18

EXHIBIT A

(Description of Premises)

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of farm lots no. 322 and 323, and lots 74 through 87 of the Hiawatha Tract of the Onondaga Salt Springs Reservation, more particularly described as follows:

Beginning at a point marked by a pk nail set at the apparent intersection of the northeast street line of State Fair Boulevard with the southeast street line of Hiawatha Boulevard;

Running thence along the southeast street line of Hiawatha Boulevard North 29 degrees 33 minutes 48 seconds East a distance of 153.31 feet to a point marked by a pk nail set;

Running thence along the southeast street line of Hiawatha Boulevard North 43 degrees 09 minutes 08 seconds East a distance of 297.13 feet to a point located 1.6 feet southwesterly from a monument found;

Running thence along lands of the State of New York South 61 degrees 44 minutes 54 seconds East a distance of 441.10 feet to a point marking the northwest corner of lands now or formerly of Carbone (Deed Book 2602, page 434 and Deed Book 3338, page 26), which Carbone parcel is shown on the survey map reference below as "Parcel G", which Carbone parcel is being conveyed to Grantee by separate deed recorded in the Onondaga County Clerk's Office concurrently herewith;

Running thence South 28 degrees 16 minutes 12 seconds West a distance of 289.71 feet to a point marked by a fence post;

Running thence South 51 degrees 02 minutes 59 seconds West a distance of 417.73 feet to a point in the northeast line of State Fair Boulevard;

Running thence along said northeast line North 47 degrees 39 minutes 52 seconds West a distance of 172.39 feet to a point marked by a pk nail set;

Running thence North 17 degrees 06 minutes 42 seconds West a distance of 269.62 feet to the point or place of beginning, containing 6.355 acres of land, more or less.

34

13:44 06/28/17 ONONDAGA COUNTY CLERK RS

13:44 06/28/17 ONONDAGA COUNTY CLERK RS

13:44 06/28/17 ONONDAGA COUNTY CLERK RS

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13:44 06/28/17 2179117 RS MB-18321P-678

13:46 06/28/17 2179117 RS MB-18321P-678

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13:47 06/28/17 2179217 RS MB-18321P-712

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13:48 06/28/17 2017LB95 RS Onon Co

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13:49 06/28/17 2017LN62 RS Onon Co

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13:50 06/28/17 2017-00432 RS Onon Co

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13:51 06/28/17 2017-00433 RS Onon Co

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13:51 06/28/17 2017-00433 RS Onon Co

ONONDAGA COUNTY CLERK

401 MONTGOMERY ST.

SYRACUSE NY 13202

PHONE: 435-2227

RECEIPT #: 1359547 DATE: 06/28/17 13:53

From: STEWART RS

Instrument #: 2179117

NAME: MAGUIRE FAMILY LIMITED PARTN

CD#	DESCRIPTION	AMOUNT
12	RECORD MTG	190.50
17	AFFIDAVIT	5.00
24	RMI	20.00

Total \$215.50

Instrument #: 2179217

NAME: MAGUIRE FAMILY LIMITED PARTN

CD#	DESCRIPTION	AMOUNT
12	RECORD MTG	220.50
17	AFFIDAVIT	5.00
24	RMI	20.00

Total \$245.50

Instrument #: 2017LB95

NAME: MAGUIRE FAMILY LIMITED PARTNERSH

CD#	DESCRIPTION	AMOUNT
16	MAGUIRE FAMILY	25.00

Total \$25.00

Instrument #: 2017LN62

NAME: MAGUIRE FAMILY LIMITED PARTNERSH

CD#	DESCRIPTION	AMOUNT
16	MAGUIRE FAMILY	15.00

Total \$15.00

Instrument #: 43217

NAME: MAGUIRE FAMILY LIMITED PARTNERS

CD#	DESCRIPTION	AMOUNT
18	UCC	40.00

Total \$40.00

Instrument #: 43317

NAME: MAGUIRE FAMILY LIMITED PARTNERS

CD#	DESCRIPTION	AMOUNT
18	UCC	40.00

Total \$40.00

Instrument #: 43317

NAME: MAGUIRE FAMILY LIMITED PARTNERS

CD#	DESCRIPTION	AMOUNT
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18	UCC	40.00
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Total	\$40.00
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Instrument #: 00

NAME:

CD#	DESCRIPTION	AMOUNT
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17	PROCESS FEES	51.00
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Total	\$51.00
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Receipt Total	\$632.00
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CHECK	647.00
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BUILDING LOAN MORTGAGE

MAGUIRE FAMILY LIMITED PARTNERSHIP

and

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

to

JPMORGAN CHASE BANK, N.A.

Dated: June 26, 2017

Location: See Exhibit B attached hereto

Tax Map No.: See Exhibit B attached hereto

RECORD AND RETURN TO:

Phillips Lytle LLP
1400 First Federal Plaza
Rochester, New York 14614
Attention: Thomas R. Burns, Esq.

BUILDING LOAN MORTGAGE

THIS BUILDING LOAN MORTGAGE (this "**Mortgage**") made as of the 26th day of June, 2017 between CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having its principal office at 201 East Washington Street, 7th Floor, Syracuse, New York 13202 (the "**Agency**"), and MAGUIRE FAMILY LIMITED PARTNERSHIP, a Delaware limited partnership, having an address at 504 South Meadow Street, Ithaca, New York 14850 (the "**Company**"), to JPMORGAN CHASE BANK, N.A., a national banking association having an office at Dealer Commercial Services, 201 N. Central Ave., Floor 26, Phoenix, Arizona 85004-0073 (the "**Mortgagee**"),

WITNESSETH:

WHEREAS, the Company is the owner of a fee estate in the premises described in Exhibit A attached hereto (the "**Premises**"); and

WHEREAS, the Agency is the owner of the leasehold estate in and to the Premises pursuant to the terms of a certain lease agreement between the Company, as lessor, and the Agency, as lessee, dated December 1, 2016, as amended by a First Amendment to Company Lease, dated as of February 1, 2017 (collectively, the "**Company Lease**"); and

WHEREAS, the Company is the owner of the subleasehold estate in and to the Premises pursuant to the terms of a certain lease agreement between the Agency, as lessor, and the Company, as lessee, dated December 1, 2016, as amended by a First Amendment to Agency Lease, dated as of February 1, 2017 (collectively, the "**Agency Lease**"); and

WHEREAS, the Company has applied to the Mortgagee for a loan in the principal amount of Ten Million Dollars (\$10,000,000.00) (the "**Loan**"), and

WHEREAS, the Loan will be evidenced by a certain Building Loan Note of the Company to the Mortgagee in the principal amount of Ten Million Dollars (\$10,000,000.00) dated the date hereof (the "**Note**"), will be secured by this Mortgage which is intended to be recorded in the Onondaga County Clerk's Office; and

WHEREAS, the Agency at the request of the Company is executing and delivering this Mortgage solely to subject its interest in the Premises to the lien hereby created and notwithstanding anything herein to the contrary, the Mortgagee acknowledges and agrees that their sole recourse against the Agency for any default hereunder shall be with respect to the Agency's interest in the Mortgaged Property and not against any other assets of the Agency; and

WHEREAS, the Note, this Mortgage, and any other document or instrument now or hereafter executed and/or delivered in connection with the Note are hereafter collectively referred to as the "**Loan Documents**",

NOW THEREFORE, to secure the payment of an indebtedness in the principal sum of Ten Million Dollars (\$10,000,000.00), lawful money of the United States of America, or so much thereof as may be advanced in accordance with the provisions of the Building Loan Agreement (as hereinafter defined), to be paid with interest (said indebtedness, interest and all other sums which may or shall become due hereunder, collectively, the "**Debt**") according to the Note, the Agency and the Company have mortgaged, given, granted, bargained, sold, aliened, enfeoffed, conveyed, confirmed and assigned, and by these presents do mortgage, give, grant, bargain, sell, alien, enfeoff, convey, confirm and assign unto the Mortgagee forever all right, title and interest of the Agency and Company now owned, or hereafter acquired, in and to the following property, rights and interest excepting from all of the foregoing the Agency's Unassigned Rights (as that term is defined in the Agency Lease) (such property, rights and interests, collectively, the "**Mortgaged Property**"):

- (a) The Premises;
- (b) all buildings and improvements now or hereafter located on the Premises (the "**Improvements**");
- (c) all of the estate, right, title, claim or demand of any nature whatsoever of the Company or the Agency, either in law or in equity, in possession or expectancy, in and to the Mortgaged Property or any part thereof;
- (d) all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Mortgaged Property (including, without limitation, any and all development rights, air rights or similar or comparable rights of any nature whatsoever now or hereafter appurtenant to the Premises or now or hereafter transferred to the Premises) and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof;
- (e) all machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever and all additions thereto and renewals and replacements thereof, and all substitutions therefor now owned or hereafter acquired by the Agency or Company, or in which the Company or the Agency has or shall have an interest, now or hereafter located upon or in, or attached to, any portion of the Mortgaged Property or appurtenances thereto, and used or usable in connection with the present or future operation and occupancy of the Mortgaged Property and all building equipment, materials and supplies of any nature whatsoever owned by the Company or the Agency, or in which the Agency or Company have or shall have an interest, now or hereafter located upon the Mortgaged Property and whether stored at the Mortgaged Property or off-site (collectively, the "**Equipment**"), and the right, title and interest of the Company or the Agency in and to any of the Equipment which may be subject to any security agreements (as defined in the Uniform Commercial Code of New York), superior in lien to the lien of this Mortgage and all proceeds and products of any of the above;
- (f) all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Mortgaged Property, whether from the exercise of

the right of eminent domain (including any transfer made in lieu of the exercise of said right), or for any other injury to or decrease in the value of the Mortgaged Property;

(g) all Leases (as defined in Paragraph 7(a) hereof) and the right to receive and apply the Rents (as defined in Paragraph 7(a) hereof) to the payment of the Debt;

(h) all right, title and interest of the Agency or Company in and to (i) all contracts from time to time executed by the Agency or Company or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Mortgaged Property or any part thereof and all agreements relating to the purchase or lease of any portion of the Mortgaged Property or any property which is adjacent or peripheral to the Mortgaged Property, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Mortgaged Property or any part thereof, and (iii) all drawings, plans, specifications and similar or related items relating to the Mortgaged Property;

(i) all trade names, trade marks, logos, copyrights, good will and books and records relating to or used in connection with the operation of the Mortgaged Property or any part thereof; all general intangibles related to the operation of the Mortgaged Property now existing or hereafter arising;

(j) all proceeds, both cash and non-cash, of the foregoing;

(k) all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property; and

(l) the right, in the name and on behalf of the Agency or Company, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of the Mortgagee in the Mortgaged Property.

TO HAVE AND TO HOLD the above granted and described Mortgaged Property unto and to the proper use and benefit of the Mortgagee, and the successors and assigns of the Mortgagee, forever.

EXCEPTING THEREFROM, the "Unassigned Rights" as that term is defined in the Agency Lease.

AND the Company, and solely where indicated the Agency, covenant and agree with the Mortgagee that the recitals above are incorporated into this Mortgage by this reference and further covenant and agree with and represent and warrant to the Mortgagee as follows:

1. Payment of Debt. The Company will pay the Debt at the time and in the manner provided for its payment in the Note and in this Mortgage.

2. Warranty of Title.

(a) Subject only to those exceptions to title specifically set forth in the title policy issued or to be issued by Stewart Title Insurance Company (Title No. Maguire Family Ltd Pshp) to the Mortgagee and insuring the lien of this Mortgage, the Company warrants the title to the Premises, the Improvements, the Equipment and the balance of only the Mortgaged Property. The Company also represents and warrants that (i) the Company is now, and after giving effect to this Mortgage, will be in a solvent condition, (ii) the execution and delivery of this Mortgage by the Company does not constitute a "fraudulent conveyance" within the meaning of Title 11 of the United States Code as now constituted or under any other applicable statute, and (iii) no bankruptcy or insolvency proceedings are pending or contemplated by or against the Company.

(b) Each of the Agency and Company (and the undersigned representative of the Agency and Company, if any) additionally represents and warrants that: (i) it has full power, authority and legal right to execute this Mortgage, and to mortgage, give, grant, bargain, sell, alien, enfeoff, convey, confirm and assign the Mortgaged Property pursuant to the terms hereof and to keep and observe all of the terms of this Mortgage on its respective part to be performed, (ii) the Company is a duly organized and presently existing limited partnership and this Mortgage has been executed by authority of partners; and (iii) the Agency is a duly organized and presently existing public benefit corporation of the State of New York and this Mortgage has been executed by authority of its members.

3. Insurance.

(a) The Company (i) will keep the Improvements and the Equipment insured against loss or damage by fire, standard extended coverage perils and such other hazards as the Mortgagee shall from time to time require in amounts approved by the Mortgagee, which amounts shall in no event be less than 100% of the full insurable value of the Improvements and the Equipment and shall be sufficient to meet all applicable co-insurance requirements, (ii) insurance protecting the Mortgagor against loss arising from liability imposed by law or assumed in any written contract and loss or liability arising from personal injury, including bodily injury or death, or damage to property of others, caused by an accident or occurrence with a limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, and (iii) will maintain such other forms of insurance coverage with respect to the Mortgaged Property as the Mortgagee shall from time to time require in amounts approved by the Mortgagee. All policies of insurance (the "**Policies**") shall be issued by insurers having a minimum policy holders rating of A- and financial size of at least VIII per the latest rating publication of Property and Casualty Insurers by A.M. Best Company and who are lawfully doing business in New York and are otherwise acceptable in all respects to the Mortgagee. All Policies shall contain the standard New York mortgagee non-contribution clause endorsement or an equivalent endorsement satisfactory to the Mortgagee naming the Mortgagee as the mortgagee thereunder and shall be paid and shall otherwise be in form and substance satisfactory in all respects to the Mortgagee. All policies shall name Mortgagee as an additional insured, loss payee or similar designation. Blanket insurance policies shall not be acceptable for the purposes of this paragraph unless otherwise approved to the contrary by the

Mortgagee. The Company shall pay the premiums for the Policies as the same become due and payable. At the request of the Mortgagee, the Company will deliver the Policies to the Mortgagee. Not later than ten (10) days prior to the expiration date of each of the Policies, the Company will deliver to the Mortgagee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment of premium satisfactory to the Mortgagee. If at any time the Mortgagee is not in receipt of written evidence that all insurance required hereunder is in force and effect, the Mortgagee shall have the right without notice to the Company or the Agency to take such action as the Mortgagee deems necessary to protect its interest in the Mortgaged Property, including, without limitation, the obtaining of such insurance coverage as the Mortgagee in its sole discretion deems appropriate, and all expenses incurred by the Mortgagee in connection with such action or in obtaining such insurance and keeping it in effect shall be paid by the Company to the Mortgagee upon demand.

(b) The Company shall at all times comply with and shall cause the Improvements and Equipment and the use, occupancy, operation, maintenance, alteration, repair and restoration thereof to comply with the terms, conditions, stipulations and requirements of the Policies. If the Premises, or any portion of the Improvements or the Equipment, is located in a Federally designated "special flood hazard area," in addition to the other Policies required under this paragraph, a flood insurance policy shall be delivered by the Company to the Mortgagee. If the Mortgaged Property shall be damaged or destroyed, in whole or in part, by fire or other property hazard or casualty, the Company shall give prompt notice thereof to the Mortgagee. Sums paid to the Mortgagee by any insurer may be retained and applied by the Mortgagee toward payment of the Debt whether or not then due and payable in such order, priority and proportions as the Mortgagee in its discretion shall deem proper or, at the discretion of the Mortgagee, the same may be paid, either in whole or in part, to the Company for such purposes as the Mortgagee shall designate. If the Mortgagee shall receive and retain such insurance proceeds, the lien of this Mortgage shall be reduced only by the amount thereof received and retained by the Mortgagee and actually applied by the Mortgagee in reduction of the Debt. The provisions of subsection 4 of Section 254 of the Real Property Law of New York covering the insurance of buildings against loss by fire shall not apply to this Mortgage.

(c) If the Mortgaged Property shall be damaged or destroyed, in whole or in part, by fire or other property hazard or casualty, the Company shall give prompt notice thereof to the Mortgagee. The Mortgagee may make proof of loss if the Mortgagor fails to do so within fifteen (15) days of the casualty. Whether or not the Mortgagee's security is impaired, the Mortgagee may, at the Mortgagee's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Debt, payment of any lien affecting the Mortgaged Property, or the restoration and repair of the Improvements. If the Mortgagee elects to apply the proceeds to the restoration and repair, the Company shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to the Mortgagee. The Mortgagee shall, upon satisfactory proof of such expenditure, pay or reimburse the Mortgagor from the proceeds for the reasonable cost of repair or restoration so long as no Event of Default exists. Any proceeds which have not been disbursed within one hundred eighty (180) days after the receipt and which the Mortgagee has not committed to the repair or restoration of the Improvements shall be used first to pay any amount owing to the Mortgagee under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Debt. If the

Mortgagee holds any proceeds after payment in full of the Debt, such proceeds shall be paid to the Company as the Company's interest may appear.

4. Payment of Taxes, etc. The Company shall pay all taxes, payments in lieu of taxes, assessments, water rates, sewer rents and other charges, including vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Premises, now or hereafter levied or assessed against the Mortgaged Property (the "Taxes") prior to the date upon which any fine, penalty, interest or cost may be added thereto or imposed by law for the nonpayment thereof. The Company shall deliver to the Mortgagee and Agency, upon request, receipted bills, cancelled checks and other evidence satisfactory to the Mortgagee evidencing the payment of the Taxes prior to the date upon which any fine, penalty, interest or cost may be added thereto or imposed by law for the nonpayment thereof.

5. Escrow Fund. The Company will, at the option of the Mortgagee, pay to the Mortgagee on the first day of each calendar month one-twelfth of an amount (the "Escrow Fund") which would be sufficient to pay the Taxes payable, or estimated by the Mortgagee to be payable, during the ensuing twelve (12) months. The Mortgagee will apply the Escrow Fund to the payment of Taxes which are required to be paid by the Company pursuant to the provisions of this Mortgage. If the amount of the Escrow Fund shall exceed the amount of the Taxes payable by the Company pursuant to the provisions of this Mortgage, the Mortgagee shall, in its discretion, (a) return any excess to the Company, (b) credit such excess against future payments to be made to the Escrow Fund, or (c) credit such excess against the Debt in such priority and proportions as the Mortgagee in its sole discretion shall deem proper. In allocating such excess, the Mortgagee may deal with the person shown on the records of the Mortgagee to be the owner of the Mortgaged Property. If the Escrow Fund is not sufficient to pay the Taxes, as the same become payable, the Company shall pay to the Mortgagee, upon request, an amount which the Mortgagee shall estimate as sufficient to make up the deficiency. Until expended or applied as above provided, any amounts in the Escrow Fund may be commingled with the general funds of the Mortgagee and shall constitute additional security for the Debt and shall not bear interest. Notwithstanding the foregoing provisions of this paragraph, the Mortgagee shall not exercise its option to require the establishment of an Escrow Fund in accordance with the provisions of this paragraph unless and until the Mortgagor shall at any time fail to make prompt and timely payment of the Taxes, fails to provide Mortgagee with satisfactory evidence of payment within ten (10) days of written request, or an Event of Default shall have occurred and be continuing.

6. Condemnation. Notwithstanding any taking by any public or quasi-public authority through eminent domain or otherwise, the Company shall continue to pay the Debt at the time and in the manner provided for its payment in the Note and this Mortgage and the Debt shall not be reduced until any award or payment therefor shall have been actually received and applied by the Mortgagee to the discharge of the Debt. The Mortgagee may apply the entire amount of any such award or payment to the discharge of the Debt whether or not then due and payable in such order, priority and proportions as the Mortgagee in its discretion shall deem proper. If the Mortgaged Property is sold, through foreclosure or otherwise, prior to the receipt by the Mortgagee of such award or payment, the Mortgagee shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive such award or payment, or a portion thereof sufficient to pay the Debt, whichever is less. The Company shall file and prosecute its claim or claims for any such award or payment in good

faith and with due diligence and cause the same to be collected and paid over to the Mortgagee. The Company and Agency hereby irrevocably authorizes and empowers the Mortgagee, in the name of the Company or Agency or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claim or claims. Although it is hereby expressly agreed that the same shall not be necessary in any event, the Agency, in accordance with and subject to the NYS General Municipal Law and its policies and the Agency Lease, and Company shall, upon demand of the Mortgagee, make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning any such award or payment to the Mortgagee, free and clear of any encumbrances of any kind or nature whatsoever.

7. Leases and Rents.

(a) Assignment. Except for the Agency Lease and the Company Lease the Agency and the Company hereby absolutely and unconditionally assign, sell, transfer and convey all of the right, title and interest in and to all existing leases, tenancies and occupancy agreements, however denominated, affecting all or any portion of the Premises and all renewals, replacements and guaranties thereof (the "**Leases**") along with all rents, income and profits due thereunder (the "**Rents**") to the Mortgagee. This Assignment is absolute in nature and not an assignment for additional security only. The Mortgagee waives the right to enter the Mortgaged Property for the purpose of collecting the Rents, and grants the Company the right to collect the Rents in accordance with their respective rights therein. The Company shall hold the Rents, or an amount sufficient to discharge all current sums due on the Debt, in trust for use in payment of the Debt. The right of the Company to collect the Rents may be revoked by the Mortgagee without notice upon any default by the Company under the terms of the Note or this Mortgage. Following such revocation the Mortgagee may retain and apply the Rents toward payment of the Debt in such order, priority and proportions as the Mortgagee, in its discretion, shall deem proper, or to the operation, maintenance and repair of the Mortgaged Property, and irrespective of whether the Mortgagee shall have commenced a foreclosure of this Mortgage or shall have applied or arranged for the appointment of a receiver. The Company shall, without the consent of the Mortgagee, make, or suffer to be made, any Leases or modify any Leases or cancel any Leases or accept prepayments of installments of the Rents for a period of more than one (1) month in advance or further assign the whole or any part of the Rents. The Mortgagee shall have all of the rights against tenants of the Mortgaged Property as set forth in Section 291-f of the Real Property Law of New York. The Company shall (a) fulfill or perform each and every provision of the Leases on their respective part to be fulfilled or performed, (b) promptly send copies of all notices of default which the Company shall send or receive under the Leases to the Mortgagee, and (c) enforce, short of termination of the Leases, the performance or observance of the provisions thereof by the tenants thereunder. In addition to the rights which the Mortgagee may have herein, in the event of any default under this Mortgage, the Mortgagee, at its option, may require the Company to pay monthly in advance to the Mortgagee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be in possession of the Company. Upon default in any such payment, the Company will vacate and surrender possession of the Mortgaged Property to the Mortgagee, or to such receiver, and, in default thereof, the Company may be evicted by

summary proceedings or otherwise. Nothing contained in this paragraph shall be construed as imposing on the Mortgagee any of the obligations of the lessor under the Leases or of a "mortgagee in possession".

(b) Perfection of Assignment of Leases and Rents for Bankruptcy Purposes. The Company acknowledge and agree that, upon recordation of this Mortgage, their respective interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to the Agency and the Company and all third parties, including and not by way of limitation any subsequently appointed trustee in any case under the U.S. Bankruptcy Code, without the necessity of (i) commencing a foreclosure action with respect to this Mortgage, (ii) furnishing notice to the Company or tenants under the Leases, (iii) making formal demand for the Rents, (iv) taking possession of the Premises as a mortgagee-in-possession, (v) obtaining the appointment of a receiver of rents and profits of the Premises, (vi) sequestering or impounding the Rents, or (vii) taking any other affirmative action.

(c) Mortgage to Constitute Security Agreement for Bankruptcy Purposes. For purposes of 11 U.S.C. § 552(b), the Agency, the Company and the Mortgagee agree that this Mortgage shall constitute a "security agreement", that the security interest created by such security agreement extends to property of the Company acquired before the commencement of a case in bankruptcy and to all amounts paid as rents and that such security interest shall extend to all rents acquired by the estate after the commencement of a case in bankruptcy.

(d) Rents to be Treated as Cash Collateral for Bankruptcy Purposes. The Agency and the Company acknowledge and agree that all Rents shall be deemed to be "Cash Collateral" under Section 363 of the U.S. Bankruptcy Code in the event that the Agency and the Company file the voluntary petition in bankruptcy or is made subject to any involuntary bankruptcy proceeding. After the filing of such petition, the Company may not use Cash Collateral without the consent of the Mortgagee and/or an order of any Bankruptcy Court pursuant to 11 U.S.C. § 363(b)(2).

8. Maintenance of the Mortgaged Property. The Company shall cause the Mortgaged Property to be maintained in good condition and repair and will not commit or suffer to be committed any waste of the Mortgaged Property. The Improvements and the Equipment shall not be removed, demolished or materially altered (except for normal replacement of the Equipment), without the prior written consent of the Mortgagee. The Company shall promptly comply with all existing and future governmental laws, orders, ordinances, rules and regulations affecting the Mortgaged Property, or any portion thereof or the use thereof. The Company shall promptly repair, replace or rebuild any part of the Mortgaged Property which may be damaged or destroyed by fire or other property hazard or casualty (including any fire or other property hazard or casualty for which insurance was not obtained or obtainable) or which may be affected by any taking by any public or quasi-public authority through eminent domain or otherwise, and shall complete and pay for, within a reasonable time, any structure at any time in the process of construction or repair on the Premises. If such fire or other property hazard or casualty shall be covered by the Policies, the Company's obligation to repair, replace or rebuild such portion of the Mortgaged Property shall be contingent upon the Mortgagee paying the Company the proceeds

of the Policies, or such portion thereof as shall be sufficient to complete such repair, replacement or rebuilding, whichever is less. The Company will not, without obtaining the prior consent of the Mortgagee, initiate, join in or consent to any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or affecting the uses which may be made of the Mortgaged Property or any part thereof.

9. Environmental Provisions.

(a) For the purposes of this paragraph the following terms shall have the following meanings: (i) the term "**Hazardous Material**" shall mean any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under any Environmental Requirement, or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel fuel, another petroleum hydrocarbon product, asbestos, asbestos-containing materials or polychlorinated biphenyls, (ii) the "**Environmental Requirements**" shall collectively mean all present and future laws, statutes, common law, ordinances, rules, regulations, orders, codes, licenses, permits, decrees, judgments, directives or the equivalent of or by any Governmental Authority and relating to or addressing the protection of the environment or human health, and (iii) the term "**Governmental Authority**" shall mean the Federal government, or any state or other political subdivision thereof, or any agency, court or body of the Federal government, any state or other political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions.

(b) The Company hereby represents and warrants to the Mortgagee and Agency that to the best of the Company's knowledge after diligent inquiry (i) no Hazardous Material is currently located at, on, in, under or about the Mortgaged Property, in manner which violates any Environmental Requirement, or which requires cleanup or corrective action of any kind under any Environmental Requirement, (ii) no releasing, emitting, discharging, leaching, dumping, disposing or transporting of any Hazardous Material from the Mortgaged Property onto any other property or from any other property onto or into the Mortgaged Property has occurred or is occurring in violation of any Environmental Requirement, (iii) no notice of violation, non-compliance, liability or potential liability, lien, complaint, suit, order or other notice with respect to the Mortgaged Property is presently outstanding under any Environmental Requirement, nor does the Company have knowledge or reason to believe that any such notice will be received or is being threatened, and (v) the Mortgaged Property and the operation thereof are in full compliance with all Environmental Requirements.

(c) The Company shall comply, and shall cause all tenants or other occupants of the Mortgaged Property to comply, in all respects with all Environmental Requirements, and will not generate, store, handle, process, dispose of or otherwise use, and will not permit any tenant or other occupant of the Mortgaged Property to generate, store, handle, process, dispose of or otherwise use, Hazardous Materials at, in, on, or about the Mortgaged Property in a manner that could lead or potentially lead to the imposition on the Company, the Mortgagee or the Mortgaged Property of any liability or

lien of any nature whatsoever under any Environmental Requirement. The Company shall notify the Mortgagee and Agency promptly in the event of any spill or other release of any Hazardous Material at, in, on, under or about the Mortgaged Property which is required to be reported to a Governmental Authority under any Environmental Requirement, will promptly forward to the Mortgagee copies of any notices received by the Company relating to alleged violations of any Environmental Requirement or any potential liability under any Environmental Requirement and will promptly pay when due any fine or assessment against the Mortgagee, the Company or the Mortgaged Property relating to any Environmental Requirement. If at any time it is determined that the operation or use of the Mortgaged Property is in violation of any applicable Environmental Requirement or that there are Hazardous Materials located at, in, on, under or about the Mortgaged Property violates any applicable Environmental Requirement or that there are Hazardous Materials located at, in, on, under or about the Mortgaged Property which, under any Environmental Requirement, require special handling in collection, storage, treatment or disposal, or any form of cleanup or corrective action, the Company shall, within thirty (30) days after receipt of notice thereof from any Governmental Authority or from the Mortgagee, take, at the Company's sole cost and expense, such actions as may be necessary to fully comply in all respects with all Environmental Requirements, provided, however, that if such compliance cannot reasonably be completed within such thirty (30) day period, the Company shall commence such necessary action within such thirty (30) day period and shall thereafter diligently and expeditiously proceed to fully comply in all respects and in a timely fashion with all Environmental Requirements.

(d) If the Company fails to timely take, or to diligently and expeditiously proceed to complete in a timely fashion, any such action described in clause (c) above, the Mortgagee may, in its sole and absolute discretion, make advances or payments toward the performance or satisfaction of the same, but shall in no event be under any obligation to do so. All sums so advanced or paid by the Mortgagee (including, without limitation, counsel and consultant fees and expenses, investigation and laboratory fees and expenses, and fines or other penalty payments) and all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, will immediately, upon demand, become due and payable from the Company and shall bear interest at the Default Rate from the date any such sums are so advanced or paid by the Mortgagee until the date any such sums are repaid by the Company to the Mortgagee. The Company will execute and deliver, promptly upon request, such instruments as the Mortgagee may deem useful or necessary to permit the Mortgagee to take any such action, and such additional notes and mortgages, as the Mortgagee may require to secure all sums so advanced or paid by the Mortgagee. If a lien is filed against the Mortgaged Property by any Governmental Authority resulting from the need to expend or the actual expending of monies arising from an action or omission, whether intentional or unintentional, of the Company or for which the Company is responsible, resulting from the releasing, spilling, leaking, leaching, pumping, emitting, pouring, emptying or dumping of any Hazardous Material into the waters or onto land located within or without the State where the Mortgaged Property is located, then the Company will, within thirty (30) days from the date that the Company is first given notice that such lien has been placed against the Mortgaged Property (or within such shorter period of

time as may be specified by the Mortgagee if such Governmental Authority has commenced steps to cause the Mortgaged Property to be sold pursuant to such lien), either (a) pay the claim and remove the lien, or (b) furnish a cash deposit, bond, or such other security with respect thereto as is satisfactory in all respects to the Mortgagee and is sufficient to effect a complete discharge of such lien on the Mortgaged Property.

(e) The Mortgagee may, at its option, at intervals of not less than one year, or more frequently if the Mortgagee reasonably believes that a Hazardous Material or other environmental condition violates or threatens to violate any Environmental Requirement, cause an environmental audit of the Mortgaged Property or portions thereof to be conducted to confirm the Company's compliance with the provisions of this paragraph, and the Company shall cooperate in all reasonable ways with the Mortgagee connection with any such audit. If such audit discloses that a violation of or a liability under an Environmental Requirement exists or if such audit was required or prescribed by law, regulation or governmental or quasi-governmental authority, the Company shall pay all costs and expenses incurred in connection with such audit; otherwise, the costs and expenses of such audit shall, notwithstanding anything to the contrary set forth in this paragraph, be paid by the Mortgagee.

(f) If this Mortgage is foreclosed, or if the Mortgaged Property is sold pursuant to the provisions of this Mortgage, or if the Company and Agency tenders a deed or assignment in lieu of foreclosure or sale, the Company shall deliver the Mortgaged Property to the purchaser at foreclosure or sale or to the Mortgagee, its nominee, or wholly-owned subsidiary, as the case may be, in a condition that complies in all respects with all Environmental Requirements.

(g) The Company will defend, indemnify, and hold harmless the Agency, Mortgagee, its co-lenders and participants and their respective employees, agents, officers, and directors, from and against any and all claims, demands, penalties, causes of action, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, foreseen or unforeseen, contingent or otherwise (including, without limitation, counsel and consultant fees and expenses, investigation and laboratory fees and expenses, court costs, and litigation expenses) arising out of, or in any way related to, (i) any breach by the Company of any of the provisions of this paragraph 9, (ii) the presence, disposal, spillage, discharge, emission, leakage, release, or threatened release of any Hazardous Material which is at, in, on, under, about, from or affecting the Mortgaged Property, including, without limitation, any damage or injury resulting from any such Hazardous Material to or affecting the Mortgaged Property or the soil, water, air, vegetation, buildings, personal property, persons or animals located on the Mortgaged Property or on any other property or otherwise, (iii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any such Hazardous Material, (iv) any lawsuit brought or threatened, settlement reached, or order or directive of or by any Governmental Authority relating to such Hazardous Material, or (v) any violation of any Environmental Requirement or any policy or requirement of the Mortgagee hereunder. The aforesaid indemnification shall, notwithstanding any exculpatory or other provision of any other document or instrument now or hereafter executed and delivered in connection with the loan evidenced by the

Note and secured by this Mortgage, constitute the personal recourse undertakings, obligations and liabilities of the Company.

(h) The obligations and liabilities of the Company under this paragraph 9 shall survive and continue in full force and effect and shall not be terminated, discharged or released, in whole or in part, irrespective of whether the Debt has been paid in full and irrespective of any foreclosure of this Mortgage, sale of the Mortgaged Property pursuant to the provisions of this Mortgage or acceptance by the Mortgagee, its nominee or affiliate of a deed or assignment in lieu of foreclosure or sale and irrespective of any other fact or circumstance of any nature whatsoever.

10. Estoppel Certificates. The Company, within ten (10) days after request by the Mortgagee and at its expense, will furnish the Mortgagee with a statement, duly acknowledged and certified, setting forth the amount of the Debt and the offsets or defenses thereto, if any.

11. Transfer or Encumbrance of the Mortgaged Property. No part of the Mortgaged Property nor any interest of any nature whatsoever therein nor any interest of any nature whatsoever in the Company or any Guarantor (whether partnership, stock, equity, beneficial, profit, loss or otherwise) shall in any manner, directly or indirectly, be further encumbered, sold, transferred or conveyed, or permitted to be further encumbered, sold, transferred, assigned or conveyed without the prior consent of the Mortgagee, which consent in any and all circumstances may be withheld in the sole and absolute discretion of the Mortgagee. The provisions of the foregoing sentence of this paragraph shall apply to each and every such further encumbrance, sale, transfer, assignment or conveyance, regardless of whether or not the Mortgagee has consented to, or waived by its action or inaction its rights hereunder with respect to, any such previous further encumbrance, sale, transfer, assignment or conveyance, and irrespective of whether such further encumbrance, sale, transfer, assignment or conveyance is voluntary, by reason of operation of law or is otherwise made.

12. Notice. Any notice, request, demand, statement, authorization, approval or consent made hereunder shall be in writing and shall be hand delivered or sent by Federal Express, or other reputable courier service, or by postage pre-paid registered or certified mail, return receipt requested, and shall be deemed given (i) when received at the following addresses if hand delivered or sent by Federal Express, or other reputable courier service, and (ii) three (3) business days after being postmarked and addressed as follows if sent by registered or certified mail, return receipt requested:

If to the Company:

Maguire Family Limited Partnership
504 South Meadow Street
Ithaca, New York 14850

With a copy to:

Marcus Orkin Tesi LLP

200 E. Buffalo Street
Suite 402
Ithaca, NY 14850
Attention: Virginia A. Tesi, Esq.

If to the Agency:

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

If to the Mortgagee:

JPMorgan Chase Bank, N.A.
201 N. Central Ave., Floor 26
Phoenix, Arizona 85004-0073

and

JPMorgan Chase Bank, N.A.
Dealer Commercial Services
1 E Ohio Street, Suite IN1-0128
Indianapolis, IN 46204

With a copy to:

Phillips Lytle LLP
1400 First Federal Plaza
Rochester, New York 14614
Attention: Thomas R. Burns, Esq.

It being understood and agreed that each party will use reasonable efforts to send copies of any notices to the addresses marked "with a copy to" hereinabove set forth, provided, however, that failure to deliver such copy or copies shall have no consequence whatsoever as to any notice made to any of the parties hereto. Each party may designate a change of address by notice to the other party, given at least fifteen (15) days before such change of address is to become effective.

13. Sale of Mortgaged Property.

(a) One or More Parcels. If this Mortgage is foreclosed, the Mortgaged Property, or any interest therein, may, at the discretion of the Mortgagee, be sold in one or more parcels or in several interests or portions and in any order or manner.

(b) Non-Judicial Foreclosure. In the event of a default hereunder, Mortgagee, to the extent permitted by law, may choose to utilize the procedure set forth in the New York Real Property Actions and Proceedings Law and if permitted, commence a non-judicial foreclosure by power of sale of this Mortgage. To the extent permitted by law,

the Agency and the Company waive any right to challenge Mortgagee's election to enforce this Mortgage by means of such non-judicial foreclosure by power of sale.

14. Changes in Laws Regarding Taxation. In the event of the passage after the date of this Mortgage of any law of the State of New York deducting from the value of real property for the purpose of taxation any lien or encumbrance thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly, on this Mortgage, the Note or the Debt, the Company shall, if permitted by law, pay any tax imposed as a result of any such law within the statutory period or within fifteen (15) days after demand by the Mortgagee, whichever is less, provided, however, that if, in the opinion of the attorneys for the Mortgagee, the Company is not permitted by law to pay such taxes, the Mortgagee shall have the right, at its option, to declare the Debt due and payable on a date specified in a prior notice to the Company of not less than thirty (30) days.

15. No Credits on Account of the Debt. The Company will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the Taxes assessed against the Mortgaged Property or any part thereof and no deduction shall otherwise be made or claimed from the taxable value of the Mortgaged Property, or any part thereof, by reason of this Mortgage or the Debt. If at any time this Mortgage shall secure less than all of the principal amount of the Debt, it is expressly agreed that any repayment of the principal amount of the Debt shall not reduce the amount of the lien of this Mortgage until the lien amount shall equal the principal amount of the Debt outstanding.

16. Offsets, Counterclaims and Defenses. Any assignee of this Mortgage and the Note shall take the same free and clear of all offsets, counterclaims or defenses of any nature whatsoever which the Agency or Company may have against any assignor of this Mortgage and the Note, and no such offset, counterclaim or defense shall be interposed or asserted by the Company in any action or proceeding brought by any such assignee upon this Mortgage or the Note and any such right to interpose or assert any such offset, counterclaim or defense in any such action or proceeding is hereby expressly waived by the Agency and Company.

17. Other Security for the Debt. The Company shall observe and perform all of the terms, covenants and provisions contained in the Note and in all other mortgages and other instruments or documents evidencing, securing or guaranteeing payment of the Debt, in whole or in part, or otherwise executed and delivered in connection with the Note, this Mortgage or the loan evidenced and secured thereby.

18. Documentary Stamps. If at any time the United States of America, any state thereof, or any governmental subdivision of any such state, shall require revenue or other stamps to be affixed to the Note or this Mortgage, the Company will pay for the same, with interest and penalties thereon, if any.

19. Right of Entry. Upon prior notice, the Mortgagee and its agents shall have the right to enter and inspect the Mortgaged Property at all reasonable times.

20. Books and Records. The Company will keep and maintain or will cause to be kept and maintained on a fiscal year basis in accordance with generally accepted accounting practices consistently applied proper and accurate books, records and accounts reflecting all of the financial affairs of the Company and all items of income and expense in connection with the operation of the Mortgaged Property or in connection with any services, equipment or furnishings provided in connection with the operation of the Mortgaged Property, whether such income or expense be realized by the Company or by any other person whatsoever excepting lessees unrelated to and unaffiliated with the Company who have leased from the Company portions of the Mortgaged Property for the purpose of occupying the same. The Mortgagee shall have the right from time to time upon reasonable notice at all times during normal business hours to examine such books, records and accounts at the office of the Company or other person maintaining such books, records and accounts and to make copies or extracts thereof as the Mortgagee shall desire. The Company shall comply with all terms and conditions of that certain Floorplan Credit Agreement dated October 27, 2016 between Maguire Motors, LLC, Maguire Chevrolet, LLC, Maguire Cars, LLC, Maguire CDJR, LLC, Maguire Nissan of Syracuse, LLC, Maguire DRS, LLC, Maguire Automotive, LLC, Maguire Nissan, Inc. and Mortgagee, as the same may be amended from time to time, regarding the disclosure of financial information and financial covenants. The Company shall furnish to the Mortgagee, within ten (10) days after request, such further detailed information covering the operation of the Mortgaged Property and the financial affairs of the Company, any affiliate of the Company, or any Guarantor (as hereinafter defined), as may be requested by the Mortgagee.

Without the prior written consent of the Mortgagee, the Mortgagor will not: (a) be or become subject at any time to any law, regulation or list of any government agency (including, without limitation, the US Office of Foreign Asset Control List) that prohibits or limits the Mortgagee from making any advance or extension of credit to the Mortgagor or from otherwise conducting business with the Mortgagor, or (b) fail to provide documentary and other evidence of the Mortgagor's identity as may be requested by the Mortgagee at any time to enable the Mortgagee to verify the Mortgagor's identity or to comply with any applicable law or regulation, including, without limitation, Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318.

21. Performance of Other Agreements. The Agency and the Company shall observe and perform each and every term to be observed or performed by them pursuant to the terms of any agreement or recorded instrument affecting or pertaining to the Mortgaged Property.

22. Events of Default. The Debt shall become due at the option of the Mortgagee upon the occurrence of any one or more of the following events (herein collectively referred to as "Events of Default"):

(a) if any portion of the Debt is not paid when due;

(b) if the Company shall fail to pay within twenty (20) days of notice and demand by the Mortgagee, any installment of any assessment against the Mortgaged Property for local improvements heretofore or hereafter levied, which assessment is or may become payable in annual or periodic installments and is or may become a lien on the Mortgaged Property;

(c) if any Federal tax lien is filed against the Company, any Guarantor or the Mortgaged Property and the same is not discharged of record within thirty (30) days after the same is filed;

(d) if without the consent of the Mortgagee (which consent in any and all circumstances may be withheld in the sole and absolute discretion of the Mortgagee) any part of the Mortgaged Property or any interest of any nature whatsoever therein or any interest of any nature whatsoever in the Company or any Guarantor (whether partnership, stock, equity, beneficial, profit, loss or otherwise) is in any manner, by operation of law or otherwise, whether directly or indirectly, further encumbered, sold, transferred, assigned or conveyed, and irrespective of whether any such further encumbrance, sale, transfer, assignment or conveyance is voluntary, by reason or operation of law or is otherwise made;

(e) if without the consent of the Mortgagee any Improvement or the Equipment (except for the normal replacement of the Equipment) is removed, demolished or materially altered, or if the Mortgaged Property is not kept in good condition and repair;

(f) if the Company shall fail to comply with any requirement or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the Mortgaged Property within three (3) months from the issuance thereof, or the time period set forth therein, whichever is less;

(g) if the Company shall be in default with respect to its obligations under Paragraph 9 of this Mortgage beyond any applicable grace period and/or after the giving of any applicable notice as stated in Paragraph 9;

(h) if the Policies are not kept in full force and effect, or if the Policies are not delivered to the Mortgagee upon request;

(i) if on application of the Mortgagee two or more fire insurance companies lawfully doing business in the State of New York refuse to issue Policies;

(j) if the Company shall fail to pay the Mortgagee on demand for all Premiums and/or Taxes paid by the Mortgagee pursuant to this Mortgage, together with any late payment charge and interest thereon calculated at the Default Rate;

(k) if without the consent of the Mortgagee any Leases are made, cancelled or modified or if any portion of the Rents is paid for a period of more than one (1) month in advance or if any of the Rents are further assigned;

(l) if any representation or warranty of the Company, or of any person (herein referred to as a Guarantor) guaranteeing payment of the Debt or any portion thereof, or of operating expenses of the Mortgaged Property or guaranteeing performance by the Company of any of the terms of this Mortgage made herein or in any such guaranty (the "Guaranty"), or in any certificate, report, financial statement or other instrument

furnished in connection with the making of the Note, this Mortgage, or any such Guaranty, shall prove false or misleading in any material respect;

(m) if the Company or any Guarantor shall make an assignment for the benefit of creditors;

(n) if a court of competent jurisdiction enters a decree or order for relief with respect to the Company or any Guarantor under Title 11 of the United States Code as now constituted or hereafter amended or under any other applicable Federal or state bankruptcy law or other similar law, or if such court enters a decree or order appointing a receiver, liquidator, assignee, trustee, sequestrator (or similar official) of the Company or any Guarantor, or of any substantial part of their respective properties, or if such court decrees or orders the winding up or liquidation of the affairs of the Company or any Guarantor;

(o) if the Company or any Guarantor files a petition or answer or consent seeking relief under Title 11 of the United States Code as now constituted or hereafter amended, or under any other applicable Federal or state bankruptcy law or other similar law, or if the Company or any Guarantor consents to the institution of proceedings thereunder or to the filing of any such petition or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Company or any Guarantor, or of any substantial part of their respective properties, or if the Company or any Guarantor fails generally to pay their respective debts as such debts become due, or if the Agency, Company or any Guarantor takes any action in furtherance of any action described in this subparagraph;

(p) if the Company or other person shall be in default beyond any applicable notice and/or grace period under the Note, the Building Loan Agreement, the other Loan Documents, or under any other mortgage, instrument or document evidencing, securing or guaranteeing payment of the Debt, in whole or in part, or otherwise executed and delivered in connection with the Note, this Mortgage or the loan evidenced and secured thereby;

(q) if the Company or other person shall be in default beyond any applicable notice and/or grace period under any mortgage or deed of trust covering any part of the Mortgaged Property whether superior or inferior in lien to this Mortgage, and including, without limitation, any such mortgage or deed of trust now or hereafter held by the Mortgagee, or if the Company or any Guarantor or any Affiliate of the Company or Guarantor shall be in default beyond the expiration of any applicable notice and/or grace period therein expressly provided in respect of any other indebtedness (except consumer debt) owed by the Company, any Guarantor or any Affiliate of the Company or Guarantor to the Mortgagee or any other person. The term "Affiliate", when used with respect to any specified person or entity, shall mean any other person or entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person or entity and "control", when used with respect to any specified entity, shall mean the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise

and the terms “controlling” and “controlled” shall have the meanings correlative to the foregoing;

(r) if the Mortgaged Property shall become subject (i) to any tax lien, other than a lien for local real estate taxes and assessments not due and payable, or (ii) to any lis pendens, notice of pendency, stop order, notice of intention to file mechanic's or materialman's lien, mechanic's or materialman's lien or other lien of any nature whatsoever and the same shall not either be discharged of record or in the alternative insured over to the satisfaction of the Mortgagee by the title company insuring the lien of this Mortgage within a period of thirty (30) days after the same is filed or recorded, and irrespective of whether the same is superior or subordinate in lien or other priority to the lien of this Mortgage and irrespective of whether the same constitutes a perfected or inchoate lien or encumbered on the Mortgaged Property or is only a matter of record or notice; or

(s) if the Company shall be in default under any of the other terms, covenants or conditions of this Mortgage; or

(t) if any Guarantor or any other person shall be in default beyond any applicable grace period under any Guaranty.

23. Right to Cure Defaults. If default in the performance of any of the covenants of the Company herein occurs, the Mortgagee may, at its discretion, remedy the same and for such purpose shall have the right to enter upon the Mortgaged Property or any portion thereof without thereby becoming liable to the Company or any person in possession thereof holding under the Company. If the Mortgagee shall remedy such a default or appear in, defend, or bring any action or proceeding to protect its interest in the Mortgaged Property or to foreclose this Mortgage or collect the Debt, the costs and expenses thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this paragraph, shall be paid by the Company to the Mortgagee upon demand. All such costs and expenses incurred by the Mortgagee in remedying such default or in appearing in, defending, or bringing any such action or proceeding shall be paid by the Company to the Mortgagee upon demand, with interest (calculated for the actual number of days elapsed on the basis of a 360-day year) at a rate per annum equal to 3% per annum in excess of the rate of interest provided in the Note (herein referred to as the Default Rate) provided, however, that the Default Rate shall in no event exceed the maximum interest rate which the Company may by law pay, for the period after notice from the Mortgagee that such costs or expenses were incurred to the date of payment to the Mortgagee. To the extent any of the aforementioned costs or expenses paid by the Mortgagee after default by the Company shall constitute payment of (i) taxes, charges or assessments which may be imposed by law upon the Mortgaged Property, (ii) premiums on insurance policies covering the Mortgaged Property, (iii) expenses incurred in upholding the lien of this Mortgage, including, but not limited to, the costs and expenses of any litigation to collect the indebtedness secured by this Mortgage or to prosecute, defend, protect or preserve the rights and the lien created by this Mortgage, or (iv) any amount, cost or charge to which the Mortgagee becomes subrogated, upon payment, whether under recognized principles of law or equity, or under express statutory authority; then, and in each such event, such costs, expenses and amounts, together with interest thereon at the Default Rate, shall be added to the indebtedness secured by this Mortgage and shall be secured by this

Mortgage. Notwithstanding anything to the contrary contained in this Mortgage, the maximum amount of the principal indebtedness secured by this Mortgage at execution or which under any contingency may become secured by this Mortgage is Ten Million Dollars (\$10,000,000.00), plus all amounts expended by the Mortgagee after default by the Company.

24. Appointment of Receiver. The Mortgagee, in any action to foreclose this Mortgage or upon the actual or threatened waste to any part of the Mortgaged Property or upon the occurrence of any default hereunder, shall be at liberty, without notice, to apply for the appointment of a receiver of the Rents, and shall be entitled to the appointment of such receiver as a matter of right, without regard to the value of the Mortgaged Property as security for the Debt, or the solvency or insolvency of any person then liable for the payment of the Debt.

25. Non-Waiver. The failure of the Mortgagee to insist upon strict performance of any term of this Mortgage shall not be deemed to be a waiver of any term of this Mortgage. The Company shall not be relieved of the Company's obligation to pay the Debt at the time and in the manner provided for its payment in the Note and this Mortgage by reason of (i) failure of the Mortgagee to comply with any request of the Company to take any action to foreclose this Mortgage or otherwise enforce any of the provisions hereof or of the Note or any other mortgage, instrument or document evidencing, securing or guaranteeing payment of the Debt or any portion thereof, (ii) the release, regardless of consideration, of the whole or any part of the Mortgaged Property or any other security for the Debt, or (iii) any agreement or stipulation between the Mortgagee and any subsequent owner or owners of the Mortgaged Property or other person extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Mortgage or any other mortgage, instrument or document evidencing, securing or guaranteeing payment of the Debt or any portion thereof, without first having obtained the consent of the Company, and in the latter event, the Company shall continue to be obligated to pay the Debt at the time and in the manner provided in the Note and this Mortgage, as so extended, modified and supplemented, unless expressly released and discharged from such obligation by the Mortgagee in writing. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien, encumbrance, right, title or interest in or to the Mortgaged Property, the Mortgagee may release any person at any time liable for the payment of the Debt or any portion thereof or any part of the security held for the Debt and may extend the time of payment or otherwise modify the terms of the Note or this Mortgage, including, without limitation, a modification of the interest rate payable on the principal balance of the Note, without in any manner impairing or affecting this Mortgage or the lien thereof or the priority of this Mortgage, as so extended and modified, as security for the Debt over any such subordinate lien, encumbrance, right, title or interest. The Mortgagee may resort for the payment of the Debt to any other security held by the Mortgagee in such order and manner as the Mortgagee, in its discretion, may elect. The Mortgagee may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of the Mortgagee thereafter to foreclose this Mortgage. The Mortgagee shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every additional right and remedy now or hereafter afforded by law. The rights of the Mortgagee under this Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

26. Non Recourse; Special Obligation.

(a) The obligations and agreements of the Agency contained herein and in any other instrument or document executed in connection herewith, and any instrument or document supplemental hereto, 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 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 (as those terms are defined in the Agency Lease). 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:

(i) 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

(ii) 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

(iii) 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 shall not alter the full force and effect of any Event of Default under the Agency Lease.

(iv) For purposes of this Section, 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..

27. Construction. The terms of this Mortgage shall be construed in accordance with the laws of the State of New York.

28. Security Agreement. This Mortgage constitutes both a real property mortgage and a "security agreement," within the meaning of the Uniform Commercial Code, and the Mortgaged Property includes both real and personal property and all other rights and interest, whether tangible or intangible in nature, of the Agency and/or Company in the Mortgaged Property. The Agency and Company by executing and delivering this Mortgage has granted to the Mortgagee, as security for the Debt, a security interest in the Equipment. If the Agency and/or Company shall default under the Note or this Mortgage, the Mortgagee, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Equipment or any part thereof, and to take such other measures as the Mortgagee may deem necessary for the care, protection and preservation of the Equipment. Upon request or demand of the Mortgagee, the Company shall at its expense assemble the Equipment and make it available to the Mortgagee at a convenient place acceptable to the Mortgagee. The Company shall pay to the Mortgagee on demand any and all expenses, including legal expenses and attorneys' fees, incurred or paid by the Mortgagee in protecting its interest in the Equipment and in enforcing its rights hereunder with respect to the Equipment. Any notice of sale, disposition or other intended action by the Mortgagee with respect to the Equipment sent to the Company in accordance with the provisions of this Mortgage at least seven (7) days prior to the date of any such sale, disposition or other action, shall constitute reasonable notice to the Company, and the method of sale or disposition or other intended action set forth or specified in such notice shall conclusively be deemed to be commercially reasonable within the meaning of the Uniform Commercial Code unless objected to in writing by the Agency and/or Company within five (5) days after receipt by the Agency and/or Company of such notice. The proceeds of any sale or disposition of the Equipment, or any part thereof, may be applied by the Mortgagee to the payment of the Debt in such order, priority and proportions as the Mortgagee in its discretion shall deem proper. If any change shall occur in the Company's name, the Company shall promptly cause to be filed at its own expense, new financing statements as required under the Uniform Commercial Code to replace those on file in favor of the Mortgagee. This Mortgage shall also serve as a financing statement as provided in Section 9-502(c) of the Uniform Commercial Code.

29. Further Acts, etc. The Agency, to the extent permitted by, and in accordance with, the NYS General Municipal Law and its policies, and Company will, at the cost of the Company, and without expense to the Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments,

transfers and assurances as the Mortgagee shall, from time to time, require for the better assuring, conveying, assigning, transferring and confirming unto the Mortgagee the property and rights hereby mortgaged or intended now or hereafter so to be, or which the Company may be or may hereafter become bound to convey or assign to the Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage or for filing, registering or recording this mortgage and, on demand, will execute and deliver and hereby authorizes the Mortgagee to execute in the name of the Agency and Company to the extent the Mortgagee may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien hereof upon the Mortgaged Property.

30. Headings, etc. The headings and captions of various paragraphs of this Mortgage are for convenience of reference only and are not to be construed as defined or limiting, in any way, the scope or intent of the provisions hereof.

31. Filing of Mortgage, etc. The Company forthwith upon the execution and delivery of this Mortgage and thereafter, from time to time, will cause this Mortgage, and any security instrument creating a lien or evidencing the lien hereof upon the Mortgaged Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect, preserve and perfect the lien hereof upon, and the interest of the Mortgagee in, the Mortgaged Property. The Company will pay all filing, registration and recording fees, and all expenses incident to the preparation, execution and acknowledgement of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property, and any instrument of further assurance, and all Federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property or any instrument of further assurance. The Company shall hold harmless and indemnify the Mortgagee, its successors and assigns, against any liability incurred by reason of the imposition of any tax on the making and recording of this Mortgage.

32. Usury Laws. This Mortgage and the Note are subject to the express condition that at no time shall the Company be obligated or required to pay interest on the principal balance due under the Note at a rate which could subject the holder of the Note to either civil or criminal liability as a result of being in excess of the maximum interest rate which the Company is permitted by law to contract or agree to pay. If by the terms of this Mortgage or the Note, the Company is at any time required or obligated to pay interest on the principal balance due under the Note at a rate in excess of such maximum rate, the rate of interest under the Note shall be deemed to be immediately reduced to such maximum rate and the interest payable shall be computed at such maximum rate and all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance of the Note.

33. Sole Discretion of Mortgagee. Except as may otherwise be expressly provided to the contrary, wherever pursuant to the Note, this Mortgage, the Building Loan Agreement, or any other document or instrument now or hereafter executed and delivered in connection therewith or otherwise with respect to the loan secured hereby, the Mortgagee exercises any right given to it to consent or not consent, or to approve or disapprove, or any arrangement or term is to be

satisfactory to the Mortgagee, the decision of the Mortgagee to consent or not consent, or to approve or disapprove, or to decide that arrangements or terms are satisfactory or not satisfactory, shall be in the sole and absolute discretion of the Mortgagee and shall be final and conclusive.

34. Reasonableness. If at any time the Company believes that the Mortgagee has not acted reasonably in granting or withholding any approval or consent under the Note, this Mortgage, the Building Loan Agreement, or any other document or instrument now or hereafter executed and delivered in connection therewith or otherwise with respect to the loan secured hereby, as to which approval or consent either (i) the Mortgagee has expressly agreed to act reasonably, or (ii) absent such agreement, applicable law would nonetheless require the Mortgagee to act reasonably, then the Company's sole remedy shall be to seek injunctive relief or specific performance, and no action for monetary damages or punitive damages shall in any event or under any circumstance be maintained by the Company against the Mortgagee.

35. Recovery of Sums Required To Be Paid. The Mortgagee shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of the Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults existing at the time such earlier action was commenced.

36. Actions and Proceedings. The Mortgagee shall have the right to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to bring any action or proceeding, in the name and on behalf of the Company, which the Mortgagee, in its discretion, determines should be brought to protect its interest in the Mortgaged Property.

37. Inapplicable Provisions. If any term, covenant or condition of this Mortgage shall be held to be invalid, illegal or unenforceable in any respect, this Mortgage shall be construed without such provision.

38. Duplicate Originals. This Mortgage may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.

39. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided in this Mortgage, words used in this Mortgage shall be used interchangeably in singular or plural form and the word "Mortgagee" shall mean the Mortgagee or any subsequent holder of the Note; the word "Note" shall mean the Note or any other evidence of indebtedness secured by this Mortgage and any and all modifications, amendments, extensions, renewals, restatements, consolidations and replacements thereof; the word "Guarantor" shall, in addition to the meaning ascribed to it in Paragraph 20(1) hereof, include their respective heirs, executors, administrators, legal representatives, successors and assigns; the word "person" shall include an individual, corporation, partnership, trust, limited liability company, unincorporated association, government, governmental authority, or other entity; the words "Building Loan Agreement" shall mean the Building Loan Agreement between the Company and Mortgagee dated the date hereof and any and all modifications, amendments

and/or replacements thereof; the words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest therein; and the word "Debt" shall mean all sums secured by this Mortgage; and the word "default" shall mean the occurrence of any default by the Agency or Company or other person in the observance or performance of any of the terms, covenants or provisions of the Note, if applicable, or this Mortgage on the part of the Company, Agency or such other person to be observed or performed without regard to whether such default constitutes or would constitute upon notice or lapse of time, or both, an Event of Default under this Mortgage. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

40. Waiver of Notice. The Agency and Company shall not be entitled to any notices of any nature whatsoever from the Mortgagee except with respect to matters for which this Mortgage specifically and expressly provides for the giving of notice by the Mortgagee to the Agency and Company, and the Company hereby expressly waives the right to receive any notice from the Mortgagee with respect to any matter for which this Mortgage does not specifically and expressly provide for the giving of notice by the Mortgagee to the Agency and Company.

41. No Oral Change. This Mortgage may only be modified, amended or changed by an agreement in writing signed by the Agency, the Company and the Mortgagee, and may only be released, discharged or satisfied of record by an agreement in writing signed by the Mortgagee. No waiver of any term, covenant or provision of this Mortgage shall be effective unless given in writing by the Mortgagee and if so given by the Mortgagee shall only be effective in the specific instance in which given. The Note, this Mortgage, the Building Loan Agreement and the other documents and instruments executed and delivered in connection therewith or otherwise in connection with the loan secured hereby set forth the entire agreement and understanding of the Agency, the Company and the Mortgagee with respect to the loan secured hereby and that no oral or other agreements, understanding, representation or warranties exist with respect to the loan secured hereby other than those set forth in the Note, this Mortgage and such other executed and delivered documents and instruments.

42. Absolute and Unconditional Obligation. The Company acknowledges that the Company's obligation to pay the Debt in accordance with the provision of the Note and this Mortgage is and shall at all times continue to be absolute and unconditional in all respects, and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever which might otherwise constitute a defense to the Note or this Mortgage or the obligation of the Company thereunder to pay the Debt or the obligations of any other person relating to the Note or this Mortgage or the obligations of the Company under the Note or this Mortgage or otherwise with respect to the loan secured hereby, and the Company absolutely, unconditionally and irrevocably waives any and all right to assert any defense, setoff, counterclaim or crossclaim of any nature whatsoever with respect to the obligation of the Company to pay the Debt in accordance with the provisions of the Note and this Mortgage or the obligations of any other person relating to the Note or this Mortgage or obligations of the Company under the Note or this Mortgage or otherwise with respect to the loan secured hereby in any action or proceeding brought by the Mortgagee to collect the Debt, or any portion thereof, or to enforce, foreclose and realize upon the lien and security interest created by this Mortgage or any other document or instrument securing repayment of the Debt, in whole or in part. (Provided,

however, that the foregoing shall not be deemed a waiver of the Company's right to assert any compulsory counterclaim maintained in a court of the United States, or of the State of New York if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of the Company's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against the Mortgagee in any separate action or proceeding).

43. Trust Fund. Pursuant to Section 13 of the Lien Law of New York, the Company shall receive the advances secured hereby and shall hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of any improvement and shall apply such advances first to the payment of the cost of any such improvement on the Mortgaged Property before using any part of the total of the same for any other purpose.

44. Non-Residential Property. This Mortgage does not cover real property principally improved by one or more structures containing in the aggregate six (6) or less residential dwelling units having their own separate cooking facilities.

45. Intentionally Omitted.

46. Waiver of Statutory Rights. The Company shall nor will apply for or avail itself of any appraisalment, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws to the full extent that the Company may do so under applicable law. The Agency and Company for itself and all who may claim through or under them waive any and all right to have the property and estates comprising the Mortgaged Property marshaled upon any foreclosure of the lien of this Mortgage and agree that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. The Agency and Company hereby waive for themselves and all who may claim through or under them, and to the full extent they may do so under applicable law, any and all rights of redemption from sale under any order of decree of foreclosure of this Mortgage or granted under any statute now existing or hereafter enacted.

47. Brokerage. The Company covenants and agrees that no brokerage commission or other fee, commission or compensation is to be paid by the Mortgagee on account of the loan or other financing obligations evidenced by the Note and/or secured by this Mortgage and the Company agrees to indemnify the Mortgagee and Agency against any claims for any of the same.

48. Indemnity. Anything in this Mortgage or the other Loan Documents to the contrary notwithstanding, the Company shall indemnify and hold the Mortgagee harmless and defend the Mortgagee at the Company's sole cost and expense against any loss or liability, cost or expense (including, without limitation, title insurance premiums and charges and reasonable attorneys' fees and disbursements of the Mortgagee's counsel, whether in-house staff, retained firms or otherwise), and all claims, actions, procedures and suits arising out of or in connection with (i) any ongoing matters arising out of the transaction contemplated hereby, the Debt, this Mortgage, the Note, the Building Loan Agreement or any other Loan Documents and/or the Mortgaged Property, including, but not limited to, all costs of reappraisal of the Mortgaged

Property or any part thereof, whether required by law, regulation, the Mortgagee or any governmental or quasi-governmental authority, (ii) any amendment to, or restructuring of, the Debt and this Mortgage, the Note, the Building Loan Agreement or any of the other Loan Documents, (iii) any and all lawful action that may be taken by the Mortgagee in connection with the enforcement of the provisions of this Mortgage, the Note, the Building Loan Agreement or any of the other Loan Documents, whether or not suit is filed in connection with the same, or in connection with the Company, any Guarantor and/or any partner, joint venturer or shareholder thereof becoming a party to a voluntary or involuntary federal or state bankruptcy, insolvency or similar proceeding. All sums expended by the Mortgagee shall be payable on demand and, until reimbursed by the Company pursuant hereto, shall be deemed additional principal of the Debt and secured hereby and shall bear interest at the Default Rate. The obligations of the Company under this paragraph shall, notwithstanding any exculpatory or other provisions of any nature whatsoever set forth in the Loan Documents, constitute the personal recourse undertakings, obligations and liabilities of the Company.

49. Enforceability. This Mortgage was negotiated in the State of New York, and made by the Agency and Company and accepted by the Mortgagee in the State of New York, and the proceeds of the loan secured hereby were disbursed from the State of New York, which State the parties agree has a substantial relationship to the parties and to the underlying transaction embodied hereby, and in all respects, including, without limiting the generality of the foregoing, matters of construction, validity and performance, this Mortgage and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and performed in such State and any applicable laws of the United States of America, except with respect to the provisions hereof which relate to the realization upon the security covered by this Mortgage, in which case such provisions shall be governed by the State in which the Mortgaged Property is located, it being understood that, to the fullest extent permitted by the law of such State, the law of the State of New York shall govern the validity and enforceability of this Mortgage, the Note, and other documents executed and delivered in connection with the Debt, and the obligations arising hereunder and thereunder. Whenever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be unenforceable or prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such unenforceability, prohibition or invalidity, without invalidating the remaining provisions of this Mortgage.

50. USA Patriot Act Notification. The following notification is provided to Mortgagee pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318:

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. When Mortgagee opens an account, if Mortgagee is an individual Mortgagee will ask for Mortgagee's name, taxpayer identification number, residential address, date of birth, and other information that will allow Mortgagee to identify Mortgagee, and if Mortgagee is not an individual Mortgagee will ask for Mortgagee's name, taxpayer identification, business address,

and other information that will allow Mortgagee to identify Mortgagor. Mortgagee may also ask, if Mortgagor is an individual to see Mortgagor's driver's license or other identifying documents, and if Mortgagor is not an individual to see Mortgagor's legal organizational documents or other identifying documents.

The Mortgagor will not: (a) be or become subject at any time to any law, regulation or list of any government agency (including, without limitation, the US Office of Foreign Asset Control List) that prohibits or limits the Mortgagee from making any advance or extension of credit to the Mortgagor or from otherwise conducting business with the Mortgagor, or (b) fail to provide documentary and other evidence of the Mortgagor's identity as may be requested by the Mortgagee at any time to enable the Mortgagee to verify the Mortgagor's identity or to comply with any applicable law or regulation, including, without limitation, Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318.

51. Remedies. Upon the occurrence of any Event of Default, Mortgagor agrees that Mortgagee may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee: (a) declare the entire unpaid Debt to be immediately due and payable; (b) with or without entry, institute proceedings, judicial or otherwise, for the complete or partial foreclosure of this Mortgage under any applicable provision of law in which case the Mortgaged Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner, any partial foreclosure to be subject to the continuing lien and security interest of this Mortgage for the balance of the Debt not then due, unimpaired and without loss of priority; (c) sell for cash or upon credit the Mortgage Property or any part thereof and all estate, claim, demand, right, title and interest of Mortgagor therein and rights of redemption thereof, pursuant to power of sale, judicial decree or otherwise, at one or more sales, as an entirety or in one or more parcels; (d) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note or in the other Loan Documents; (e) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Mortgage or the other Loan Documents; (f) apply for the appointment of a receiver, trustee, liquidator or conservator of the Mortgaged Property, without notice and without regard for the adequacy of the security for the Debt and without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Mortgagor, any Guarantor, indemnitor or of any person, firm or other entity liable for the payment of the Debt; (g) enter into or upon the Mortgaged Property, either personally or by its agents, nominees or attorneys and dispossess Mortgagor and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Mortgagor and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Mortgagor agrees to surrender possession of the Mortgaged Property and of such books, records accounts to Mortgagee upon demand, and thereupon Mortgagee may exercise all rights and powers of Mortgagor with respect to the Mortgaged Property including, without limitation, (1) the right to use, operate, manage, control, insure, maintain, repair, restore and otherwise deal withal and every part of the Mortgage Property and conduct the business

thereat; (2) the right to make or complete any construction, alterations, additions, renewals, replacements and improvements to or in the Mortgaged Property as Mortgagee deems advisable; (3) the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Mortgaged Property and every part thereof; (h) require Mortgagor to pay monthly in advance to Mortgagee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be occupied by Mortgagor; (i) require Mortgagor to vacate and surrender possession of the Mortgage Property to Mortgagee or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise; (j) apply the receipts from the Mortgaged Property, any deposits and interest thereon and/or any unearned insurance premiums paid to Mortgagee upon the surrender of any Policies maintained pursuant to paragraph 3 hereof (it being agreed that Mortgagee shall have the right to surrender such Policies upon the occurrence of an Event of Default), to the payment of the Debt, in such order, priority and proportions as Mortgage shall deem appropriate in its sole discretion; (k) exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (l) the right to take possession of the Equipment and personal property or any part thereof, and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of the Equipment and the personal property; and (2) request Mortgagor at its expense to assemble the Equipment and the personal property and make it available to Mortgage at a convenient place acceptable to Mortgagee. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Equipment or any personal property sent to Mortgagor in accordance with the provisions hereof at least five (5) days prior to such action, shall constitute commercially reasonable notice to Mortgagor. Upon any foreclosure or other sale of the Mortgaged Property pursuant to the terms hereof, Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the secured indebtedness as a credit against the purchase price. In the event of a sale, by foreclosure, power of sale, or otherwise, of less than all of the Mortgaged Property, this Mortgage shall continue as a lien and security interest on the remaining portion of the Mortgaged Property unimpaired and without loss of priority. Notwithstanding the provisions of this paragraph, should any of the events described in Paragraph 22(m), (n) or (o) occur, the entire unpaid Debt shall be automatically due and payable, without any further notice, demand or other action by Mortgagee.

52. Company's Obligations to Comply with the Agency Lease, the Company Lease and the PILOT Agreement. Company shall: (i) pay the all other sums of money due and payable at any time and from time to time under the Company Lease, the Agency Lease and the Payment in Lieu of Taxes Agreement (the "**PILOT Agreement**"), as and when such sums become due and payable, but in any event before the expiration of any grace period provided in the Agency Lease and/or the PILOT Agreement, as applicable, for the payment of any such sum; and (ii) at all times fully perform, observe and comply with all other terms, covenants and conditions of the Agency Lease, the Company Lease and the PILOT Agreement to be performed, observed or complied with by Company as lessor under the Company Lease, as lessee under the Agency Lease and as a party to the PILOT Agreement. If the Agency Lease, the Company Lease and/or the PILOT Agreement do not provide for a grace period for the payment of a sum of money, Company shall make the payment on or before the date on which the payment becomes due and payable. Company shall deliver evidence of the payment to Mortgagee within ten (10) days after receipt of a written request from Mortgagee for evidence of the payment.

53. Subordination Provisions. Notwithstanding anything herein to the contrary, the Mortgagee by accepting this Mortgage acknowledges and agrees that the rights of Mortgagee hereunder shall be subordinate to the rights of the Agency to receive payments in lieu of taxes pursuant to the PILOT Agreement and that such payments in lieu of taxes to be made by the Company to the Agency shall have the same force, priority and effect as a real property tax lien under New York State law against the Mortgaged Property.

54. Agency Executing at the Direction of Company. The Company directs the Agency to execute and deliver this Mortgage to the Mortgagee, and further agrees to indemnify the Agency (and its members, officers, directors, agents, servants and employees) for all fees and costs incurred in connection with the execution, delivery, recording, performing and enforcing of this Mortgage, including but not limited to reasonable attorney's fees.

55. Hold Harmless Provisions. The Company acknowledges that the terms of the Agency Lease, as amended and restated from time to time, are in full force and effect, including but not limited to the "Hold Harmless Provisions" contained in Section 8.2 thereof and incorporates same in this instrument and makes same applicable hereto as if fully set forth herein.

56. Building Loan Agreement. This is a building loan and "construction loan" mortgage, the proceeds of which are loaned for the purpose of financing the construction of certain improvements on the Premises. This Mortgage is subject to all of the terms, covenants and conditions of a certain building loan agreement dated the date hereof entered into between the Mortgagee and the Company (the "**Building Loan Agreement**"), which Building Loan Agreement and all of the terms, covenants and conditions thereof are by this reference incorporated herein and made a part hereof with the same force and effect as if set forth at length herein. The proceeds of the building loan secured hereby are to be advanced by the Mortgagee to the Company in accordance with the provisions of the Building Loan Agreement. The Company shall observe and perform all of the terms, covenants and conditions of the Building Loan Agreement on the Company's part to be observed or performed. Subject to the limitations and qualifications expressly set forth in paragraph 23 of this Mortgage entitled "Right to Cure Defaults," all advances made and all indebtedness arising and accruing under the Building Loan Agreement from time to time shall be secured hereby. In the event of any conflict or ambiguity between the terms, covenants and conditions of this Mortgage and the Building Loan Agreement, the terms, covenants and conditions which shall enlarge the rights and remedies of the Mortgagee and the interest of the Mortgagee in the Mortgaged Property, afford the Mortgagee greater financial security in the Mortgaged Property and better assure payment of the Debt in full, shall control.


57. Waiver of Trial by Jury. The Agency, the Company and the Mortgagee (by their acceptance hereof) hereby voluntarily, knowingly, and unconditionally waive any right to have a jury participate in resolving any dispute (whether based on contract, tort, or otherwise) between the Mortgagee and the Mortgagee arising out of or in any way related to the Note, this Mortgage [, the Building Loan Agreement,] and any other document or instrument now or hereafter executed and delivered in connection therewith or the loan secured by this Mortgage. This provision is a material inducement to the Mortgagee to provide the financing evidenced by the Note.

58. Waiver of Special Damages. The Company waive, to the maximum extent not prohibited by law, any right the Company may have to claim or recover from the Mortgagee in any legal action or proceeding any special, exemplary, punitive or consequential damages.

(Signature Pages Follow)


Doc #02-537590.2

CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY

By: 
William M. Ryan, Chairman

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

On the 21st day of June, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared William M. Ryan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 2018

EXHIBIT A

(Description of Premises)

PARCEL A: TP #108.01-04-02

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Water Lots 4, 5, 6 and 7 in Block 36 of the former Village of Geddes as shown on a map made by John Randall, Jr., and being more particularly described as follows:

Beginning at a point marked by an iron pin found at the intersection of the southeasterly line of Hiawatha Boulevard with the northerly corner of lands now or formerly of Onondaga County Industrial (Liber 3842 of Deeds at page 257);

Running thence along said southeasterly line North 43 degrees 09 minutes 08 seconds East a distance of 112.20 feet to a point;

Running thence South 41 degrees 58 minutes 22 seconds East a distance of 452.63 feet to a point;

Running thence South 28 degrees 44 minutes 22 seconds East a distance of 375.18 feet to a point;

Running thence South 61 degrees 15 minutes 38 seconds West a distance of 67.98 feet to a point in the northeasterly line of Onondaga County Industrial;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 375.18 to a point;

Running thence North 44 degrees 14 minutes 10 seconds West a distance of 216.93 feet to a point;

Running thence North 51 degrees 56 minutes 36 seconds West a distance of 214.00 feet to the point or place of beginning, containing 1.411 acres of land, more or less.

PARCEL B: TP #108.01-01-02

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 57, 58, 59, 60, 61 and 62 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 250.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 07 seconds West a distance of 239.89 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 120.43 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 43 degrees 09 minutes 13 seconds East a distance of 227.95 feet to the point or place of beginning, containing .644 acres of land.

PARCEL C: TP #108.01-01-03

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 51, 52, 53, 54, 55, and 56 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606 and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 370.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 12 seconds West a distance of 258.83 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 30.44 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 91.38 feet to a point in the northeasterly street line of Harbor Street, also being the southwesterly corner of Parcel B, above;

Running thence North 43 degrees 09 minutes 07 seconds East along the southeasterly line of Parcel B, above, a distance of 239.89 feet to the point or place of beginning, containing .680 acres of land.

PARCEL D: TP #108.01-01-04.1

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50, and all of Lot Nos 42, 43, 44, and 45 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin found in the northwesterly street line of Rusin Avenue located South 62 degrees 01 second 28 minutes West a distance of 79.66 feet from the intersection of said street line with the southwesterly street line of State Fair Boulevard;

Running thence South 62 degrees 01 second 28 minutes West a distance of 237.14 feet to a point in the northeasterly line of Harbor Street marked by a pin set;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 121.72 feet to a point marked by a pin set in the northeasterly street line of Harbor Street, also being the southwest corner of Parcel C, above;

Running thence North 43 degrees 09 minutes 12 seconds East along the southeasterly line of Parcel C, above, a distance of 183.82 feet to a point marked by a pin found;

Running thence South 47 degrees 29 minutes 49 seconds East a distance of 192.41 feet to the point or place of beginning, containing .737 acres of land.

PARCEL E: TP #108.01-01-17

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin set in the southwesterly street line of State Fair Boulevard where said street line intersects the northwesterly street line of Rusin Avenue;

Running thence South 62 degrees 01 second 28 minutes West a distance of 79.66 feet to a point in the northwesterly line of Rusin Avenue marked by an iron pin found;

Running thence North 47 degrees 39 minutes 49 seconds West a distance of 192.41 feet to a point marked by an iron pin found;

Running thence North 43 degrees 09 minutes 12 seconds East a distance of 75.01 feet to a point marked by an iron pin found in the southwesterly street line of State Fair Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along said street line a distance of 218.18 feet to the point or place of beginning, containing .353 acres of land.

PARCEL F: TP #108.1-02-43.1

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of farm lots no. 322 and 323, and lots 74 through 87 of the Hiawatha Tract of the Onondaga Salt Springs Reservation, more particularly described as follows:

Beginning at a point marked by a pk nail set at the apparent intersection of the northeast street line of State Fair Boulevard with the southeast street line of Hiawatha Boulevard;

Running thence along the southeast street line of Hiawatha Boulevard North 29 degrees 33 minutes 48 seconds East a distance of 153.31 feet to a point marked by a pk nail set;

Running thence along the southeast street line of Hiawatha Boulevard North 43 degrees 09 minutes 08 seconds East a distance of 297.13 feet to a point located 1.6 feet southwesterly from a monument found;

Running thence along lands of the State of New York South 61 degrees 44 minutes 54 seconds East a distance of 441.10 feet to a point marking the northwest corner of lands now or formerly of Carbone (Deed Book 2602, page 434 and Deed Book 3338, page 26), which Carbone parcel is shown on the survey map reference below as "Parcel G", which Carbone parcel is being conveyed to Grantee by separate deed recorded in the Onondaga County Clerk's Office concurrently herewith;

Running thence South 28 degrees 16 minutes 12 seconds West a distance of 289.71 feet to a point marked by a fence post;

Running thence South 51 degrees 02 minutes 59 seconds West a distance of 417.73 feet to a point in the northeast line of State Fair Boulevard;

Running thence along said northeast line North 47 degrees 39 minutes 52 seconds West a distance of 172.39 feet to a point marked by a pk nail set;

Running thence North 17 degrees 06 minutes 42 seconds West a distance of 269.62 feet to the point or place of beginning, containing 6.355 acres of land, more or less.

PARCEL G: TP #108.01-02-40.1

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of farm lots no. 322 and 323, and lots 74 through 87 of the Hiawatha Tract of the Onondaga Salt Springs Reservation, more particularly described as follows:

Beginning at a point in the northeast street line of State Fair Boulevard, which point marked the southernmost corner of lands now or formerly of Boukair Realty, LLC (Deed Book 4887, Page 273), which Boukair parcel is shown on the survey map reference below as "Parcel F", and which Boukair parcel is being conveyed to Grantee by separate deed recorded in the Onondaga County Clerk's Office concurrently herewith;

Running thence along the northeast street line of State Fair Boulevard South 47 degrees 39 minutes 52 seconds East a distance of 291.16 feet to a point marked by a pin set;

Running thence North 62 degrees 01 minutes 28 seconds East along lands now or formerly of the City of Syracuse a distance of 142.80 feet to a point marked by a pk nail set;

Running thence 47 degrees 39 minutes 52 seconds East a distance of 31.26 feet to a point marked by a pk nail set;

Running thence North 62 degrees 01 minutes 28 seconds East a distance of 485.53 feet to a point;

Running thence North 10 degrees 25 minutes 32 seconds East a distance of 239.45 feet along lands now or formerly of the State of New York, to a point marked by a stone monument found;

Running thence North 61 degrees 44 minutes 54 seconds West a distance of 426.77 feet to a point in the northeast corner of Boukair Realty, LLC;

Running thence South 28 degrees 16 minutes 12 seconds West a distance of 286.71 feet to a point marked by a fence post;

Running thence South 51 degrees 02 minutes 59 seconds West a distance of 417.73 feet to the point or place of beginning, containing 6.957 acres of land.

EXHIBIT B

(Addresses and Tax Map Nos.)

<u>Street Address</u>	<u>Tax Map No.</u>
959 Hiawatha Blvd.	108.1-02-43.1
1027 Hiawatha Blvd	108.01-04-02
403 State Fair Blvd	108.01-01-02
401 State Fair Blvd	108.01-01-03
103 Rusin Ave	108.01-01-04.1
101 Rusin Ave	108.01-01-17
406-410 State Fair Blvd	108.01-02-40.1

35

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Phillips Lytle LLP 1400 First Federal Plaza Rochester, NY 14614 Attn: Thomas R. Burns, Esq.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
Maguire Family Limited Partnership				
OR	1b. INDIVIDUAL'S LAST NAME			
	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
504 South Meadow Street		Ithaca	NY	14850
				COUNTRY
				USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		limited partnership	DE	DE 2857820 <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME			
	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
				USA
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNORS/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME				
JPMorgan Chase Bank, N.A.				
OR	3b. INDIVIDUAL'S LAST NAME			
	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
201 N. Central Ave., Floor 26		Phoenix	AZ	85004-0073
				COUNTRY
				USA

4. This FINANCING STATEMENT covers the following collateral:

See Rider A attached hereto

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		All Debtors Debtor 1 Debtor 2			
8. OPTIONAL FILER REFERENCE DATA						

To be filed in Onondaga County, NY - Chase/Maguire Syracuse (PL Mortgage) Doc #3 537703.1

13:51 06/28/17 2017-00433 RS Onon Co.

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT		
9a. ORGANIZATION'S NAME		
Maguire Family Limited Partnership		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names				
11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
11d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
				11g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)				
12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

959 Hiawatha Blvd, City of Syracuse, Onondaga County, New York, as more particularly described on Rider B attached hereto.

Tax Map No. 108.1-02-43.1

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction — effective 30 years

Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

RIDER A
TO UCC-1 FINANCING STATEMENT
(Description of Collateral)

DEBTOR: MAGUIRE FAMILY LIMITED PARTNERSHIP

SECURED PARTY: JPMORGAN CHASE BANK, N.A.

This financing statement covers the following collateral:

All right, title and interest of the Debtor now owned, or hereafter acquired, in and to the following property, rights and interest (such property, rights, interests, collectively, the "**Mortgaged Property**"):

- (a) the real property described on Rider B attached hereto (the "**Premises**");
- (b) all buildings and improvements now or hereafter located on the Premises (the "**Improvements**");
- (c) all of the estate, right, title, claim or demand of any nature whatsoever of the Debtor, either in law or in equity, in possession or expectancy, in and to the Mortgaged Property or any part thereof;
- (d) all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Mortgaged Property (including, without limitation, any and all development rights, air rights or similar or comparable rights of any nature whatsoever now or hereafter appurtenant to the Premises or now or hereafter transferred to the Premises) and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof;
- (e) all machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever and all additions thereto and renewals and replacements thereof, and all substitutions therefor now owned or hereafter acquired by the Debtor, or in which the Debtor has or shall have an interest, now or hereafter located upon or in, or attached to, any portion of the Mortgaged Property or appurtenances thereto, and used or usable in connection with the present or future operation and occupancy of the Mortgaged Property and all building equipment, materials and supplies of any nature whatsoever owned by the Debtor, or in which the Debtor has or shall have an interest, now or hereafter located upon the Mortgaged Property and whether stored at the Mortgaged Property or off-site (collectively, the "**Equipment**"), and the right, title and interest of the Debtor in and to any of the

Equipment which may be subject to any security agreements and all proceeds and products of any of the above;

(f) all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Mortgaged Property, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right), or for any other injury to or decrease in the value of the Mortgaged Property;

(g) all leases and other agreements affecting the use or occupancy of the Mortgaged Property now or hereafter entered into (the "Leases") and the right to receive and apply the rents, issues and profits of the Mortgaged Property (the "Rents") to indebtedness owed to Secured Party;

(h) all right, title and interest of the Debtor in and to (i) all contracts from time to time executed by the Debtor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Mortgaged Property or any part thereof and all agreements relating to the purchase or lease of any portion of the Mortgaged Property or any property which is adjacent or peripheral to the Mortgaged Property, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Mortgaged Property or any part thereof, and (iii) all drawings, plans, specifications and similar or related items relating to the Mortgaged Property;

(i) all trade names, trade marks, logos, copyrights, good will and books and records relating to or used in connection with the operation of the Mortgaged Property or any part thereof; all general intangibles related to the operation of the Mortgaged Property now existing or hereafter arising;

(j) all accounts and revenues arising from the operation of the Mortgaged Property, including, without limitation, (i) any right to payment now existing or hereafter arising for rental of hotel rooms or other space or for goods sold or leased or for services rendered, whether or not yet earned by performance, arising from the operation of the Mortgaged Property and (ii) all rights to payment from any consumer credit-charge card organization or entity, including, without limitation, payments arising from the use of the American Express Card, the Carte Blanche Card, the Mastercard, the Discover Card or any other credit card, including those now existing or hereafter created, substitutions therefor, proceeds thereof (whether cash or non-cash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof and any and all of the foregoing and proceeds therefrom.

(k) all proceeds, both cash and non-cash, of the foregoing;

(l) all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property; and

(m) the right, in the name and on behalf of the Debtor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of the Secured Party in the Mortgaged Property.

RIDER B
TO UCC-1 FINANCING STATEMENT
(Description of Premises)

DEBTOR: MAGUIRE FAMILY LIMITED PARTNERSHIP

SECURED PARTY: JPMORGAN CHASE BANK, N.A.

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of farm lots no. 322 and 323, and lots 74 through 87 of the Hiawatha Tract of the Onondaga Salt Springs Reservation, more particularly described as follows:

Beginning at a point marked by a pk nail set at the apparent intersection of the northeast street line of State Fair Boulevard with the southeast street line of Hiawatha Boulevard;

Running thence along the southeast street line of Hiawatha Boulevard North 29 degrees 33 minutes 48 seconds East a distance of 153.31 feet to a point marked by a pk nail set;

Running thence along the southeast street line of Hiawatha Boulevard North 43 degrees 09 minutes 08 seconds East a distance of 297.13 feet to a point located 1.6 feet southwesterly from a monument found;

Running thence along lands of the State of New York South 61 degrees 44 minutes 54 seconds East a distance of 441.10 feet to a point marking the northwest corner of lands now or formerly of Carbone (Deed Book 2602, page 434 and Deed Book 3338, page 26), which Carbone parcel is shown on the survey map reference below as "Parcel G", which Carbone parcel is being conveyed to Grantee by separate deed recorded in the Onondaga County Clerk's Office concurrently herewith;

Running thence South 28 degrees 16 minutes 12 seconds West a distance of 289.71 feet to a point marked by a fence post;

Running thence South 51 degrees 02 minutes 59 seconds West a distance of 417.73 feet to a point in the northeast line of State Fair Boulevard;

Running thence along said northeast line North 47 degrees 39 minutes 52 seconds West a distance of 172.39 feet to a point marked by a pk nail set;

Running thence North 17 degrees 06 minutes 42 seconds West a distance of 269.62 feet to the point or place of beginning, containing 6.355 acres of land, more or less.

13:44 06/28/17 ONONDAGA COUNTY CLERK RS

13:44 06/28/17 ONONDAGA COUNTY CLERK RS

13:44 06/28/17 ONONDAGA COUNTY CLERK RS

13:44 06/28/17 ONONDAGA COUNTY CLERK RS

13:44 06/28/17 2179117 RS MB-18321P-678

13:46 06/28/17 2179117 RS MB-18321P-678

13:46 06/28/17 2179117 RS MB-18321P-678

13:46 06/28/17 2179117 RS MB-18321P-678

13:47 06/28/17 2179217 RS MB-18321P-712

13:47 06/28/17 2179217 RS MB-18321P-712

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13:47 06/28/17 2179217 RS MB-18321P-712

13:48 06/28/17 2017LB95 RS Onon Co

13:48 06/28/17 2017LB95 RS Onon Co

13:48 06/28/17 2017LB95 RS Onon Co

13:49 06/28/17 2017LN62 RS Onon Co

13:49 06/28/17 2017LN62 RS Onon Co

13:50 06/28/17 2017-00432 RS Onon Co

13:50 06/28/17 2017-00432 RS Onon Co

13:50 06/28/17 2017-00432 RS Onon Co

13:51 06/28/17 2017-00433 RS Onon Co

Instrument #: 2179117

NAME: MAGUIRE FAMILY LIMITED PARTN

CD#	DESCRIPTION	AMOUNT
12	RECORD MTG	190.50
17	AFFIDAVIT	5.00
24	RMI	20.00
Total		\$215.50

Instrument #: 2179217

NAME: MAGUIRE FAMILY LIMITED PARTN

CD#	DESCRIPTION	AMOUNT
12	RECORD MTG	220.50
17	AFFIDAVIT	5.00
24	RMI	20.00
Total		\$245.50

Instrument #: 2017LB95

NAME: MAGUIRE FAMILY LIMITED PARTNERSH

CD#	DESCRIPTION	AMOUNT
16	MAGUIRE FAMILY	25.00
Total		\$25.00

Instrument #: 2017LN62

NAME: MAGUIRE FAMILY LIMITED PARTNERSH

CD#	DESCRIPTION	AMOUNT
16	MAGUIRE FAMILY	15.00
Total		\$15.00

Instrument #: 43217

NAME: MAGUIRE FAMILY LIMITED PARTNERS

CD#	DESCRIPTION	AMOUNT
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Instrument #: 43317

NAME: MAGUIRE FAMILY LIMITED PARTNERS

CD#	DESCRIPTION	AMOUNT
18	UCC	40.00

Total \$40.00

Instrument #: 00

NAME:

CD#	DESCRIPTION	AMOUNT
17	PROCESS FEES	51.00

Total \$51.00

Receipt Total \$632.00

CHECK 647.00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Phillips Lytle LLP
1400 First Federal Plaza
Rochester, NY 14614
Attn: Thomas R. Burns, Esq.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME						
Maguire Family Limited Partnership						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
504 South Meadow Street			Ithaca	NY	14850	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		
		limited partnership	DE	DE 2857820 <input type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
						USA
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		
				<input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
201 N. Central Ave., Floor 26			Phoenix	AZ	85004-0073	USA

4. This FINANCING STATEMENT covers the following collateral:

See Rider A attached hereto

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
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6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum.	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (If applicable) (ADDITIONAL FEE) (optional)	All Debtors	Debtor 1	Debtor 2
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8. OPTIONAL FILER REFERENCE DATA

To be filed in Onondaga County, NY - Chase/Maguire Syracuse (BL Mortgage) **Doc #3 537705.1**

19:50 06/28/17 2017-00432 RS Owen Co

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
OR Maguire Family Limited Partnership		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR				
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

Addresses set forth on Rider C all located in the City of Syracuse, Onondaga County, New York, as more particularly described on Rider B attached hereto.

Tax Map Nos. see Rider C

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC-1Ad) (REV. 05/22/02)

RIDER A
TO UCC-1 FINANCING STATEMENT
(Description of Collateral)

DEBTOR: MAGUIRE FAMILY LIMITED PARTNERSHIP

SECURED PARTY: JPMORGAN CHASE BANK, N.A.

This financing statement covers the following collateral:

All right, title and interest of the Debtor now owned, or hereafter acquired, in and to the following property, rights and interest (such property, rights, interests, collectively, the "**Mortgaged Property**"):

- (a) the real property described on Rider B attached hereto (the "**Premises**");
- (b) all buildings and improvements now or hereafter located on the Premises (the "**Improvements**");
- (c) all of the estate, right, title, claim or demand of any nature whatsoever of the Debtor, either in law or in equity, in possession or expectancy, in and to the Mortgaged Property or any part thereof;
- (d) all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Mortgaged Property (including, without limitation, any and all development rights, air rights or similar or comparable rights of any nature whatsoever now or hereafter appurtenant to the Premises or now or hereafter transferred to the Premises) and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof;
- (e) all machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever and all additions thereto and renewals and replacements thereof, and all substitutions therefor now owned or hereafter acquired by the Debtor, or in which the Debtor has or shall have an interest, now or hereafter located upon or in, or attached to, any portion of the Mortgaged Property or appurtenances thereto, and used or usable in connection with the present or future operation and occupancy of the Mortgaged Property and all building equipment, materials and supplies of any nature whatsoever owned by the Debtor, or in which the Debtor has or shall have an interest, now or hereafter located upon the Mortgaged Property and whether stored at the Mortgaged Property or off-site (collectively, the "**Equipment**"), and the right, title and interest of the Debtor in and to any of the

Equipment which may be subject to any security agreements and all proceeds and products of any of the above;

(f) all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Mortgaged Property, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right), or for any other injury to or decrease in the value of the Mortgaged Property;

(g) all leases and other agreements affecting the use or occupancy of the Mortgaged Property now or hereafter entered into (the "Leases") and the right to receive and apply the rents, issues and profits of the Mortgaged Property (the "Rents") to indebtedness owed to Secured Party;

(h) all right, title and interest of the Debtor in and to (i) all contracts from time to time executed by the Debtor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Mortgaged Property or any part thereof and all agreements relating to the purchase or lease of any portion of the Mortgaged Property or any property which is adjacent or peripheral to the Mortgaged Property, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Mortgaged Property or any part thereof, and (iii) all drawings, plans, specifications and similar or related items relating to the Mortgaged Property;

(i) all trade names, trade marks, logos, copyrights, good will and books and records relating to or used in connection with the operation of the Mortgaged Property or any part thereof; all general intangibles related to the operation of the Mortgaged Property now existing or hereafter arising;

(j) all accounts and revenues arising from the operation of the Mortgaged Property, including, without limitation, (i) any right to payment now existing or hereafter arising for rental of hotel rooms or other space or for goods sold or leased or for services rendered, whether or not yet earned by performance, arising from the operation of the Mortgaged Property and (ii) all rights to payment from any consumer credit-charge card organization or entity, including, without limitation, payments arising from the use of the American Express Card, the Carte Blanche Card, the Mastercard, the Discover Card or any other credit card, including those now existing or hereafter created, substitutions therefor, proceeds thereof (whether cash or non-cash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof and any and all of the foregoing and proceeds therefrom.

(k) all proceeds, both cash and non-cash, of the foregoing;

(l) all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property; and

(m) the right, in the name and on behalf of the Debtor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of the Secured Party in the Mortgaged Property.

RIDER B
TO UCC-1 FINANCING STATEMENT
(Description of Premises)

DEBTOR: MAGUIRE FAMILY LIMITED PARTNERSHIP

SECURED PARTY: JPMORGAN CHASE BANK, N.A.

PARCEL A: TP #108.01-04-02

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Water Lots 4, 5, 6 and 7 in Block 36 of the former Village of Geddes as shown on a map made by John Randall, Jr., and being more particularly described as follows:

Beginning at a point marked by an iron pin found at the intersection of the southeasterly line of Hiawatha Boulevard with the northerly corner of lands now or formerly of Onondaga County Industrial (Liber 3842 of Deeds at page 257);

Running thence along said southeasterly line North 43 degrees 09 minutes 08 seconds East a distance of 112.20 feet to a point;

Running thence South 41 degrees 58 minutes 22 seconds East a distance of 452.63 feet to a point;

Running thence South 28 degrees 44 minutes 22 seconds East a distance of 375.18 feet to a point;

Running thence South 61 degrees 15 minutes 38 seconds West a distance of 67.98 feet to a point in the northeasterly line of Onondaga County Industrial;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 375.18 to a point;

Running thence North 44 degrees 14 minutes 10 seconds West a distance of 216.93 feet to a point;

Running thence North 51 degrees 56 minutes 36 seconds West a distance of 214.00 feet to the point or place of beginning, containing 1.411 acres of land, more or less.

PARCEL B: TP #108.01-01-02

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 57, 58, 59, 60, 61 and 62 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 250.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 07 seconds West a distance of 239.89 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 120.43 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 43 degrees 09 minutes 13 seconds East a distance of 227.95 feet to the point or place of beginning, containing .644 acres of land.

PARCEL C: TP #108.01-01-03

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 51, 52, 53, 54, 55, and 56 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606 and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 370.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 12 seconds West a distance of 258.83 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 30.44 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 91.38 feet to a point in the northeasterly street line of Harbor Street, also being the southwesterly corner of Parcel B, above;

Running thence North 43 degrees 09 minutes 07 seconds East along the southeasterly line of Parcel B, above, a distance of 239.89 feet to the point or place of beginning, containing .680 acres of land.

PARCEL D: TP #108.01-01-04.1

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50, and all of Lot Nos 42, 43, 44, and 45 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin found in the northwesterly street line of Rusin Avenue located South 62 degrees 01 second 28 minutes West a distance of 79.66 feet from the intersection of said street line with the southwesterly street line of State Fair Boulevard;

Running thence South 62 degrees 01 second 28 minutes West a distance of 237.14 feet to a point in the northeasterly line of Harbor Street marked by a pin set;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 121.72 feet to a point marked by a pin set in the northeasterly street line of Harbor Street, also being the southwest corner of Parcel C, above;

Running thence North 43 degrees 09 minutes 12 seconds East along the southeasterly line of Parcel C, above, a distance of 183.82 feet to a point marked by a pin found;

Running thence South 47 degrees 29 minutes 49 seconds East a distance of 192.41 feet to the point or place of beginning, containing .737 acres of land.

PARCEL E: TP #108.01-01-17

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin set in the southwesterly street line of State Fair Boulevard where said street line intersects the northwesterly street line of Rusin Avenue;

Running thence South 62 degrees 01 second 28 minutes West a distance of 79.66 feet to a point in the northwesterly line of Rusin Avenue marked by an iron pin found;

Running thence North 47 degrees 39 minutes 49 seconds West a distance of 192.41 feet to a point marked by an iron pin found;

Running thence North 43 degrees 09 minutes 12 seconds East a distance of 75.01 feet to a point marked by an iron pin found in the southwesterly street line of State Fair Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along said street line a distance of 218.18 feet to the point or place of beginning, containing .353 acres of land.

PARCEL F: TP #108.1-02-43.1

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of farm lots no. 322 and 323, and lots 74 through 87 of the Hiawatha Tract of the Onondaga Salt Springs Reservation, more particularly described as follows:

Beginning at a point marked by a pk nail set at the apparent intersection of the northeast street line of State Fair Boulevard with the southeast street line of Hiawatha Boulevard;

Running thence along the southeast street line of Hiawatha Boulevard North 29 degrees 33 minutes 48 seconds East a distance of 153.31 feet to a point marked by a pk nail set;

Running thence along the southeast street line of Hiawatha Boulevard North 43 degrees 09 minutes 08 seconds East a distance of 297.13 feet to a point located 1.6 feet southwesterly from a monument found;

Running thence along lands of the State of New York South 61 degrees 44 minutes 54 seconds East a distance of 441.10 feet to a point marking the northwest corner of lands now or formerly of Carbone (Deed Book 2602, page 434 and Deed Book 3338, page 26), which Carbone parcel is shown on the survey map reference below as "Parcel G", which Carbone parcel is being conveyed to Grantee by separate deed recorded in the Onondaga County Clerk's Office concurrently herewith;

Running thence South 28 degrees 16 minutes 12 seconds West a distance of 289.71 feet to a point marked by a fence post;

Running thence South 51 degrees 02 minutes 59 seconds West a distance of 417.73 feet to a point in the northeast line of State Fair Boulevard;

Running thence along said northeast line North 47 degrees 39 minutes 52 seconds West a distance of 172.39 feet to a point marked by a pk nail set;

Running thence North 17 degrees 06 minutes 42 seconds West a distance of 269.62 feet to the point or place of beginning, containing 6.355 acres of land, more or less.

PARCEL G: TP #108.01-02-40.1

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York; and being part of farm lots no. 322 and 323, and lots 74 through 87 of the Hiawatha Tract of the Onondaga Salt Springs Reservation, more particularly described as follows:

Beginning at a point in the northeast street line of State Fair Boulevard, which point marked the southernmost corner of lands now or formerly of Boukair Realty, LLC (Deed Book 4887, Page 273), which Boukair parcel is shown on the survey map reference below as "Parcel F", and which Boukair parcel is being conveyed to Grantee by separate deed recorded in the Onondaga County Clerk's Office concurrently herewith;

Running thence along the northeast street line of State Fair Boulevard South 47 degrees 39 minutes 52 seconds East a distance of 291.16 feet to a point marked by a pin set;

Running thence North 62 degrees 01 minutes 28 seconds East along lands now or formerly of the City of Syracuse a distance of 142.80 feet to a point marked by a pk nail set;

Running thence 47 degrees 39 minutes 52 seconds East a distance of 31.26 feet to a point marked by a pk nail set;

Running thence North 62 degrees 01 minutes 28 seconds East a distance of 485.53 feet to a point;

Running thence North 10 degrees 25 minutes 32 seconds East a distance of 239.45 feet along lands now or formerly of the State of New York, to a point marked by a stone monument found;

Running thence North 61 degrees 44 minutes 54 seconds West a distance of 426.77 feet to a point in the northeast corner of Boukair Realty, LLC;

Running thence South 28 degrees 16 minutes 12 seconds West a distance of 286.71 feet to a point marked by a fence post;

Running thence South 51 degrees 02 minutes 59 seconds West a distance of 417.73 feet to the point or place of beginning, containing 6.957 acres of land.

36

AFFIDAVIT RE: MORTGAGE TAX EXEMPTION

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

WILLIAM M. RYAN, being duly sworn, deposes and says:

He is Chairman of the City of Syracuse Industrial Development Agency (the “*Agency*”).

The Agency is an industrial development agency duly established under Title I 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*”), and it is a corporate governmental agency constituting a public benefit corporation of the State.

On or about December 20, 2016, the Agency adopted a resolution at the request of Maguire Family Limited Partnership (the “*Applicant*” and/or “*Company*”) agreeing to undertake a project (the “*Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 7.5 acres of real property improved by two (2) existing buildings located at 406-10 State Fair Boulevard and 959 Hiawatha Boulevard West, in the City of Syracuse, New York; and (ii) the acquisition of an interest in approximately 4.2 acres of vacant land located at 1027 Hiawatha Boulevard West, 401 and 403 State Fair Boulevard, and 101 and 103 Rusin Avenue and Harbor Street, each located in the City of Syracuse, New York (collectively, the “*Land*”); (iii) the demolition of an existing 10,050 square foot building located at 959 Hiawatha Boulevard West; and (iv) renovations to the existing approximately 35,000 sq. ft building located at 959 Hiawatha Boulevard West and the construction of an approximately 3,350 square foot addition thereto ; and (v) the construction of one or two new buildings totaling an aggregate approximately 50,750 square feet located on 406-10 State Fair Boulevard, all of the foregoing buildings to be used for car dealerships and/or body shop(s) ((i)-(v) collectively, the “*Facility*”); (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures, inventory and equipment (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and real property taxes (on some or all of the Land) (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, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company, or Company’s affiliate, to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

The Company and the Agency are mortgaging their respective interests in the improved real property described on **Exhibit “A”** to: JPMorgan Chase Bank, N.A. (the “*Mortgagee*”), pursuant to a certain Building Loan Mortgage dated June 26, 2017 in the amount of \$10,000,000 (the “*Building Loan Mortgage*”) and a certain Project Loan Mortgage dated June 26, 2017 in the amount of \$3,060,000 (the “*Project Loan Mortgage*” and together with the Building Loan

Mortgage, the "*Mortgages*"). The Mortgages are pledged to secure notes given by the Company to the Mortgagee.


Pursuant to Article 18-A of the New York General Municipal Law, the Agency is regarded as performing a governmental function and is generally not required to pay taxes or assessments upon any property acquired by it or under its jurisdiction, control or supervision or upon its activities.

The Deponent submits that no mortgage tax should be imposed upon the Mortgages, insomuch as the Mortgages are being executed and delivered under the State authority creating the Agency, insomuch as the use by the Agency of its powers to secure the payment of principal and interest on the loan is deemed by Article 18-A public purpose essential to the public interest, and insomuch as both the New York State Department of Taxation and Finance and Counsel to the New York State Department of Taxation and Finance have expressed their opinion that the recording of similar documents by similar agencies organized under Article 18-A of the New York General Municipal Law are operations of said agencies entitled to exemption from the mortgage recording tax.

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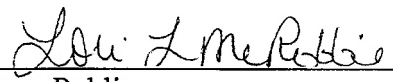
**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By



William M. Ryan, Chairman

Subscribed and sworn to before me
this 21st day of June, 2017.



Notary Public

LORI L. MCRORBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 20 18

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT A

(Description of Premises)

PARCEL A: TP #108.01-04-02

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Water Lots 4, 5, 6 and 7 in Block 36 of the former Village of Geddes as shown on a map made by John Randall, Jr., and being more particularly described as follows:

Beginning at a point marked by an iron pin found at the intersection of the southeasterly line of Hiawatha Boulevard with the northerly corner of lands now or formerly of Onondaga County Industrial (Liber 3842 of Deeds at page 257);

Running thence along said southeasterly line North 43 degrees 09 minutes 08 seconds East a distance of 112.20 feet to a point;

Running thence South 41 degrees 58 minutes 22 seconds East a distance of 452.63 feet to a point;

Running thence South 28 degrees 44 minutes 22 seconds East a distance of 375.18 feet to a point;

Running thence South 61 degrees 15 minutes 38 seconds West a distance of 67.98 feet to a point in the northeasterly line of Onondaga County Industrial;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 375.18 to a point;

Running thence North 44 degrees 14 minutes 10 seconds West a distance of 216.93 feet to a point;

Running thence North 51 degrees 56 minutes 36 seconds West a distance of 214.00 feet to the point or place of beginning, containing 1.411 acres of land, more or less.

PARCEL B: TP #108.01-01-02

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 57, 58, 59, 60, 61 and 62 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 250.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 07 seconds West a distance of 239.89 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 120.43 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 43 degrees 09 minutes 13 seconds East a distance of 227.95 feet to the point or place of beginning, containing .644 acres of land.

PARCEL C: TP #108.01-01-03

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being Lot Nos 51, 52, 53, 54, 55, and 56 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606 and being more particularly described as follows:

Beginning at a point marked by a pipe found in the southwesterly street line of State Fair Boulevard located South 47 degrees 39 minutes 52 seconds East a distance of 370.00 feet from the intersection of said street line with the southeasterly street line of Hiawatha Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along the southwesterly line of State Fair Boulevard a distance of 120.00 feet to a point marked by a pin found;

Running thence South 43 degrees 09 minutes 12 seconds West a distance of 258.83 feet to a point in the northeasterly street line of Harbor Street;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 30.44 feet to a point marked by a pin set in the northeasterly street line of Harbor Street;

Running thence North 41 degrees 58 minutes 22 seconds West a distance of 91.38 feet to a point in the northeasterly street line of Harbor Street, also being the southwesterly corner of Parcel B, above;

Running thence North 43 degrees 09 minutes 07 seconds East along the southeasterly line of Parcel B, above, a distance of 239.89 feet to the point or place of beginning, containing .680 acres of land.

PARCEL D: TP #108.01-01-04.1

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50, and all of Lot Nos 42, 43, 44, and 45 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin found in the northwesterly street line of Rusin Avenue located South 62 degrees 01 second 28 minutes West a distance of 79.66 feet from the intersection of said street line with the southwesterly street line of State Fair Boulevard;

Running thence South 62 degrees 01 second 28 minutes West a distance of 237.14 feet to a point in the northeasterly line of Harbor Street marked by a pin set;

Running thence North 28 degrees 44 minutes 22 seconds West a distance of 121.72 feet to a point marked by a pin set in the northeasterly street line of Harbor Street, also being the southwest corner of Parcel C, above;

Running thence North 43 degrees 09 minutes 12 seconds East along the southeasterly line of Parcel C, above, a distance of 183.82 feet to a point marked by a pin found;

Running thence South 47 degrees 29 minutes 49 seconds East a distance of 192.41 feet to the point or place of beginning, containing .737 acres of land.

PARCEL E: TP #108.01-01-17

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Lot No. 324 of the Onondaga Salt Springs Reservation in said City, being part of Lot Nos 46, 47, 48, 49, and 50 of the Hiawatha Tract according to a map of said tract made by G.E. Higgins, C.E. and filed in the Onondaga County Clerk's Office September 26, 1917 as Map No 1606, and being more particularly described as follows:

Beginning at a point marked by a pin set in the southwesterly street line of State Fair Boulevard where said street line intersects the northwesterly street line of Rusin Avenue;

Running thence South 62 degrees 01 second 28 minutes West a distance of 79.66 feet to a point in the northwesterly line of Rusin Avenue marked by an iron pin found;

Running thence North 47 degrees 39 minutes 49 seconds West a distance of 192.41 feet to a point marked by an iron pin found;

Running thence North 43 degrees 09 minutes 12 seconds East a distance of 75.01 feet to a point marked by an iron pin found in the southwesterly street line of State Fair Boulevard;

Running thence South 47 degrees 39 minutes 52 seconds East along said street line a distance of 218.18 feet to the point or place of beginning, containing .353 acres of land.

PARCEL F: TP #108.1-02-43.1

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of farm lots no. 322 and 323, and lots 74 through 87 of the Hiawatha Tract of the Onondaga Salt Springs Reservation, more particularly described as follows:

Beginning at a point marked by a pk nail set at the apparent intersection of the northeast street line of State Fair Boulevard with the southeast street line of Hiawatha Boulevard;

Running thence along the southeast street line of Hiawatha Boulevard North 29 degrees 33 minutes 48 seconds East a distance of 153.31 feet to a point marked by a pk nail set;

Running thence along the southeast street line of Hiawatha Boulevard North 43 degrees 09 minutes 08 seconds East a distance of 297.13 feet to a point located 1.6 feet southwesterly from a monument found;

Running thence along lands of the State of New York South 61 degrees 44 minutes 54 seconds East a distance of 441.10 feet to a point marking the northwest corner of lands now or formerly of Carbone (Deed Book 2602, page 434 and Deed Book 3338, page 26), which Carbone parcel is shown on the survey map reference below as "Parcel G", which Carbone parcel is being conveyed to Grantee by separate deed recorded in the Onondaga County Clerk's Office concurrently herewith;

Running thence South 28 degrees 16 minutes 12 seconds West a distance of 289.71 feet to a point marked by a fence post;

Running thence South 51 degrees 02 minutes 59 seconds West a distance of 417.73 feet to a point in the northeast line of State Fair Boulevard;

Running thence along said northeast line North 47 degrees 39 minutes 52 seconds West a distance of 172.39 feet to a point marked by a pk nail set;

Running thence North 17 degrees 06 minutes 42 seconds West a distance of 269.62 feet to the point or place of beginning, containing 6.355 acres of land, more or less.

PARCEL G: TP #108.01-02-40.1

All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, and being part of farm lots no. 322 and 323, and lots 74 through 87 of the Hiawatha Tract of the Onondaga Salt Springs Reservation, more particularly described as follows:

Beginning at a point in the northeast street line of State Fair Boulevard, which point marked the southernmost corner of lands now or formerly of Boukair Realty, LLC (Deed Book 4887, Page 273), which Boukair parcel is shown on the survey map reference below as "Parcel F", and which Boukair parcel is being conveyed to Grantee by separate deed recorded in the Onondaga County Clerk's Office concurrently herewith;

Running thence along the northeast street line of State Fair Boulevard South 47 degrees 39 minutes 52 seconds East a distance of 291.16 feet to a point marked by a pin set;

Running thence North 62 degrees 01 minutes 28 seconds East along lands now or formerly of the City of Syracuse a distance of 142.80 feet to a point marked by a pk nail set;

Running thence 47 degrees 39 minutes 52 seconds East a distance of 31.26 feet to a point marked by a pk nail set;

Running thence North 62 degrees 01 minutes 28 seconds East a distance of 485.53 feet to a point;

Running thence North 10 degrees 25 minutes 32 seconds East a distance of 239.45 feet along lands now or formerly of the State of New York, to a point marked by a stone monument found;

Running thence North 61 degrees 44 minutes 54 seconds West a distance of 426.77 feet to a point in the northeast corner of Boukair Realty, LLC;

Running thence South 28 degrees 16 minutes 12 seconds West a distance of 286.71 feet to a point marked by a fence post;

Running thence South 51 degrees 02 minutes 59 seconds West a distance of 417.73 feet to the point or place of beginning, containing 6.957 acres of land.