

7
SALINA
3148

SYRACUSE PROPERTY PARTNERS, LLC,
AS LANDLORD

AND

ONONDAGA COUNTY
INDUSTRIAL DEVELOPMENT AGENCY
AS TENANT

MEMORANDUM OF LEASE TO AGENCY

DATED AUGUST 1, 2007

RESPECTING PREMISES LOCATED AT 3003-3051 COURT
STREET IN THE TOWN OF SALINA, ONONDAGA COUNTY,
NEW YORK

6/17/10
**THIS DOCUMENT IS INTENDED TO CONSTITUTE A
MEMORANDUM OF A LEASE OF REAL PROPERTY AND IS
TO BE RECORDED IN LIEU OF SUCH LEASE IN
ACCORDANCE WITH THE PROVISIONS OF SECTION 291-c
OF THE NEW YORK REAL PROPERTY LAW.**

AFTER RECORDING RETURN TO:

**Gilberti Stinziano Heintz & Smith, P.C.
555 East Genesee Street
Syracuse, New York 13224
Attention: Mark Arbon, Esq.
Box #04449**

09:19 05/20/07 11:58:07 LN DB-05014P-423

MEMORANDUM OF LEASE TO AGENCY

The undersigned, SYRACUSE PROPERTY PARTNERS, LLC, a New York limited liability company having an office at 1600 NW 163rd Street, Miami, Florida 33169 (the "Company"), as landlord and ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York having its office at 421 Montgomery Street, 14th Floor, Syracuse, New York 13202 (the "Agency"), as tenant, have entered into a lease to agency dated August 1, 2007 (the "Lease to Agency").

The Lease to Agency covers the premises described in Exhibit A attached hereto and made a part hereof (the "Premises").

The Lease to Agency provides for the lease term to commence on the date hereof and expire on the earlier of earlier of (i) December 31, 2008, if the Company does not enter into a Payment in Lieu of Tax Agreement with the Agency prior to such date; (ii) December 31, 2020 in the event the Company enters into a Payment in Lieu of Tax Agreement with the Agency prior to December 31, 2008; (iii) the date upon which the Lease Agreement dated August 1, 2007 by and between the Agency and the Company expires or terminates; or (iv) on such earlier date as may be permitted by the Lease to Agency.

The Lease to Agency is available for inspection during normal business hours at the office of the Agency, currently located as indicated above.

IN WITNESS WHEREOF, the Agency and the Company have caused this Memorandum of Lease to Agency to be executed in their respective names as of the date first set forth above.

ONONDAGA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By 
Name: Donald J. Western
Title: Executive Director

SYRACUSE PROPERTY PARTNERS, LLC

By _____
Name:
Title:

MEMORANDUM OF LEASE TO AGENCY

The undersigned, SYRACUSE PROPERTY PARTNERS, LLC, a New York limited liability company having an office at 1600 NW 163rd Street, Miami, Florida 33169 (the "Company"), as landlord and ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York having its office at 421 Montgomery Street, 14th Floor, Syracuse, New York 13202 (the "Agency"), as tenant, have entered into a lease to agency dated August 1, 2007 (the "Lease to Agency").

The Lease to Agency covers the premises described in Exhibit A attached hereto and made a part hereof (the "Premises").

The Lease to Agency provides for the lease term to commence on the date hereof and expire on the earlier of earlier of (i) December 31, 2008, if the Company does not enter into a Payment in Lieu of Tax Agreement with the Agency prior to such date; (ii) December 31, 2020 in the event the Company enters into a Payment in Lieu of Tax Agreement with the Agency prior to December 31, 2008; (iii) the date upon which the Lease Agreement dated August 1, 2007 by and between the Agency and the Company expires or terminates; or (iv) on such earlier date as may be permitted by the Lease to Agency.

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ONONDAGA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

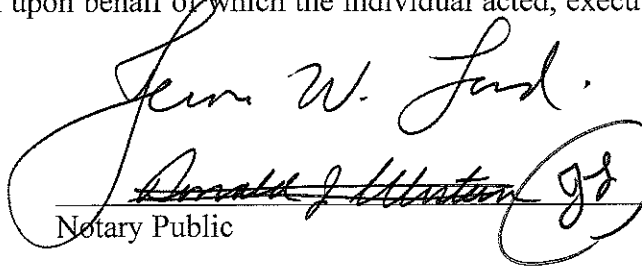
By _____
Name: Donald J. Western
Title: Executive Director

SYRACUSE PROPERTY PARTNERS, LLC

By _____
Name: Steven R. Becker
Title: Manager

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

On the 20th day of Aug, in the year 2007, before me, the undersigned, personally appeared DONALD J. WESTERN, 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 FLORIDA)
) ss.:
COUNTY OF MIAMI-DADE)

JEROME W. LANDI
Notary Public, State of New York
No. 4928730
Qualified in Onondaga County
Commission Expires April 25, 2010

On the ____ day of _____, in the year 2007, before me, the undersigned, personally appeared _____, 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

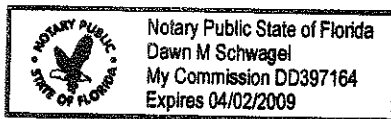
STATE OF NEW YORK)
) ss.:
COUNTY OF ONONDAGA)

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Notary Public

STATE OF FLORIDA)
) ss.:
COUNTY OF MIAMI-DADE)

On the 23 day of August, in the year 2007, before me, the undersigned, personally appeared Steven R. Becker, 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.



Dawn M Schwagel
Notary Public

EXHIBIT A

DESCRIPTION OF THE PREMISES

ALL THAT TRACT OR PARCEL OF LAND SITUATE AND BEING PART OF TOWN LOT 19 & 28, TOWN OF SALINA, COUNTY OF ONONDAGA AND STATE OF NEW YORK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



COMMENCING AT A POINT ON THE NORTHERLY HIGHWAY BOUNDARY OF COURT STREET, ROUTE 298, STATE HIGHWAY NO. 672 (VARYING WIDTH), SAID POINT BEING THE SOUTH-EASTERLY PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY LG ACQUISITION CORP. (TAX MAP #067.00-01-008) AS FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE AS LIBER 4034 OF DEEDS PAGE 260; SAID POINT BEING S 71°11'52"E OF A HIGHWAY MONUMENT FOUND THEREIN, A DISTANCE OF 2.74 FEET TO THE POINT OF BEGINNING; THENCE,

- 1.) N 71°11'52" W, A DISTANCE OF 2.74, ALONG THE NORTH LINE OF SAID COURT STREET TO SAID HIGHWAY MONUMENT; THENCE,
- 2.) N 79°28'17" W, A DISTANCE OF 589.00 FEET, CONTINUING ALONG THE NORTH LINE OF SAID COURT STREET TO A POINT; THENCE,
- 3.) N 86°14'24" W, A DISTANCE OF 350.87 FEET, CONTINUING ALONG THE NORTHERLY LINE OF SAID COURT STREET TO A POINT; THENCE;
- 4.) N 03°31'36" W, A DISTANCE OF 784.80 FEET, THROUGH THE LANDS OF LG ACQUISITIONS (TAX MAP NO. 067.00-01-09.2) LIBER 4034 OF DEEDS, PAGE 260 TO A POINT; THENCE;
- 5.) N 86°38'28" E, A DISTANCE OF 18.87 FEET, TO A POINT; THENCE;
- 6.) N 04°06'53" W, A DISTANCE OF 724.47 FEET, TO A POINT, THENCE; (IN THE SOUTH LINE OF THE LANDS OF THE CONRAIL RAILROAD (TAX MAP #067.00-01-017.0),
- 7.) N 84°54'53" E, A DISTANCE OF 271.04 FEET, TO A POINT; THENCE;
- 8.) N 29°44'02-4" E, A DISTANCE OF 198.93 FEET, TO A POINT; (IN THE SOUTH LINE OF THE LANDS OF THE CONRAIL RAILROAD (TAX MAP #067.00-01-017.0), THENCE;
- 9.) S 60°15'54" E, A DISTANCE OF 777.99 FEET, ALONG THE SOUTH LINE OF THE LANDS OF THE SAID CONRAIL RAILROAD TO A IRON PIPE FOUND, SAID POINT BEING THE NORTHWEST CORNER OF THE LANDS OF NIAGARA MOHAWK POWER CORP. (TAX MAP #067.00-01-007) LIBER 774 OF DEEDS, PAGE 371, THENCE;
- 10.) S 03°34'43" E, A DISTANCE OF 1046.81 FEET, ALONG THE EAST LINE OF THE LANDS OF SAID NIAGARA MOHAWK POWER CORP. TO A POINT; THENCE;

11.) S 13°23'17" W, A DISTANCE OF 415.97 FEET, CONTINUING ALONG THE EAST LINE OF THE LANDS OF SAID NIAGARA MOHAWK POWER CORP. (TAX MAP#067.00-01-007) LIBER 1376 OF DEEDS, PAGE 403, TO THE PLACE AND POINT OF BEGINNING, BEING 37.210 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH AN EASEMENT OVER AND THROUGH THE FOLLOWING PARCEL:

ALL THAT TRACT OR PARCEL OF LAND SITUATE AND BEING PART OF TOWN LOT 19 & 28, TOWN OF SALINA, COUNTY OF ONONDAGA AND STATE OF NEW YORK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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1) N 13° 23' 17" E, A DISTANCE OF 415.97 FEET, ALONG THE EAST LINE OF THE AFORE SAID LANDS OF LG ACQUISITIONS TO A POINT, THENCE;

2) S 10° 33' 56" E, A DISTANCE OF 479.48 FEET, THROUGH THE LANDS OF NIAGARA MOHAWK POWER CORP. LIBER 774 OF DEEDS, PAGE 371(TAX MAP #067.00-01-007) TO A POINT ON THE NORTHERLY BOUNDARY LINE OF LANDS OF THE PEOPLE OF THE STATE OF NEW YORK MAP #23-R-1, PARCEL NO. 24, STATE HIGHWAY NO. 672 (AKA COURT STREET); THENCE;

3) N 65° 55' 30" W, A DISTANCE OF 40.79 FEET, ALONG THE NORTHERLY LINE OF SAID COURT STREET TO A POINT; THENCE;

4) N 71° 11' 52" W, A DISTANCE OF 155.28 FEET, CONTINUING ALONG SAID COURT STREET TO THE PLACE AND POINT OF BEGINNING.

ONONDAGA COUNTY CLERK'S OFFICE
M. ANN CIARPELLI - COUNTY CLERK
401 Montgomery St - Room 200
Syracuse NY 13202

Phone: 315-435-2226
Fax: 315-435-3455

Submitted by: PUBLIC
Document type: LEASE
Grantor: ONONDAGA CTY IND DEV AGENCY
SYRACUSE PROPERTY PARTNERS L
Grantee: SYRACUSE PROPERTY PARTNERS L
ONONDAGA CTY IND DEV AGENCY
Legal desc: SAL FL19&28 (MAN)
Prop addr: 3003-3051 COURT ST

Receipt: 633210 LM
Instrument: 1169007
Book/Page: 05014/0493
Date filed: 09/20/2007 at 09:21AM
Updated: 09/21/2007 MO
Record and return to:
GILBERTI STINZIANO HEINTZ &
SMITH PC
555 E GENESEE ST
SYRACUSE NY 13202-2159

RECORDING FEES

Addl pages: 7 x 3.00 \$ 21.00
Addl names: x \$
Addl refs: x \$
Misc: \$
Basic: \$ 8.50
=====

Total: \$ 29.50

MORTGAGE TAX

Mortgage: \$
Basic: \$
Insurance fund: \$
Net add: \$
Misc: \$
=====

Total: \$

MISCELLANEOUS FEES

RMI: \$ 20.00
TP 584: \$ 5.00
RP5217: \$
Affts: \$

=====

Total: \$ 25.00

DEED TRANSFER TAX

Consideration: \$ 0.00
Transfer tax: \$ 0.00
SWIS: 3148
Map #: 67.-01-09.3

.....

TOTAL PAID: \$54.50
Control no: 2426

.....

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.

M. ANN CIARPELLI
Onondaga County Clerk



7
SALINA
3148

ONONDAGA COUNTY
INDUSTRIAL DEVELOPMENT AGENCY,
AS LANDLORD

AND

SYRACUSE PROPERTY PARTNERS, LLC,
AS TENANT

MEMORANDUM OF LEASE AGREEMENT

DATED AUGUST 1, 2007

RESPECTING PREMISES LOCATED AT 3003-3051 COURT
STREET IN THE TOWN OF SALINA, ONONDAGA COUNTY,
NEW YORK

64449
**THIS DOCUMENT IS INTENDED TO CONSTITUTE A
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AFTER RECORDING RETURN TO:

**Gilberti Stinziano Heintz & Smith, P.C.
555 East Genesee Street
Syracuse, New York 13224
Attention: Mark Arbon, Esq.
Box #04449**

07:21 09/20/07 1167007 LN DB-050145-495

MEMORANDUM OF LEASE AGREEMENT

The undersigned, the ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY a public benefit corporation of the State of New York having its office at 421 Montgomery Street, 14th Floor, Syracuse, New York 13202 (the "Agency"), as landlord and SYRACUSE PROPERTY PARTNERS, LLC, a New York limited liability company having an office at 1600 NW 163rd Street, Miami, Florida 33169 (the "Company"), as tenant, have entered into a lease agreement dated August 1, 2007 (the "Lease Agreement").

The Lease Agreement covers the premises described in Exhibit A attached hereto and made a part hereof, certain improvements thereon and the machinery, equipment and other personal property described in Exhibit B to the Lease Agreement (collectively, the "Project Facility").

The Lease Agreement provides for the lease term to commence on the date hereof and expire on the earlier of (i) December 31, 2008, if the Company does not enter into a Payment in Lieu of Tax Agreement with the Agency prior to such date; (ii) December 31, 2020 in the event the Company enters into a Payment in Lieu of Tax Agreement with the Agency prior to December 31, 2008; (iii) the date upon which the Lease to Agency dated August 1, 2007 by and between the Company and the Agency expires or terminates; or (iv) on such earlier date as may be permitted by the Lease Agreement.

The Lease Agreement obligates the Company to make periodic rental payments and, among other things, further obligates the Company to provide indemnity and make certain other payments to the Agency.

The Lease Agreement is available for inspection during normal business hours at the office of the Agency, currently located as indicated above.

IN WITNESS WHEREOF, the Agency and the Company have caused this Memorandum of Lease Agreement to be executed in their respective names as of the date first set forth above.

ONONDAGA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By Donald J. Western
Name: Donald J. Western
Title: Executive Director

SYRACUSE PROPERTY PARTNERS, LLC

By _____
Name:
Title:

MEMORANDUM OF LEASE AGREEMENT

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DEVELOPMENT AGENCY

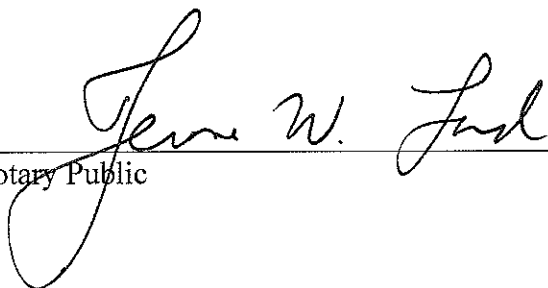
By _____
Name: Donald J. Western
Title: Executive Director

SYRACUSE PROPERTY PARTNERS, LLC

By _____
Name: Steven R. Becker
Title: Manager

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

On the 28th day of Aug, in the year 2007, before me, the undersigned, personally appeared DONALD J. WESTERN, 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

JEROME W. LANDI
Notary Public, State of New York
No. 4928730
Qualified in Onondaga County
Commission Expires April 25, 2010

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) ss.:
COUNTY OF MIAMI-DADE)

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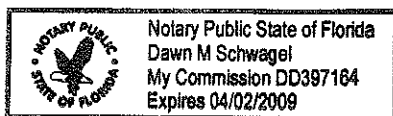
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Notary Public

STATE OF FLORIDA)
) ss.:
COUNTY OF MIAMI-DADE)

On the 23 day of August, in the year 2007, before me, the undersigned, personally appeared Steven R. Becker, 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.



Dawn M. Schwagel
Notary Public

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