ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY,

AND

SYRACUSE PROPERTY PARTNERS, LLC

MEMORANDUM OF AMENDMENT TO LEASE AGREEMENT

DATED AS OF JANUARY 1, 2021

RELATING TO PREMISES LOCATED IN THE TOWN OF SALINA, ONONDAGA COUNTY, NEW YORK.

THIS DOCUMENT IS INTENDED TO BE RECORDED IN LIEU OF THE WITHIN-DESCRIBED LEASE AGREEMENT IN ACCORDANCE WITH THE PROVISIONS OF SECTION 291-c OF THE NEW YORK REAL PROPERTY LAW.

MEMORANDUM OF AMENDMENT TO LEASE AGREEMENT

The undersigned, ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY a public benefit corporation of the State of New York (the "State") having an office for the transaction of business located at 333 West Washington Street, Suite 130, Syracuse, New York 13202 (the "Agency"), and SYRACUSE PROPERTY PARTNERS, LLC, a limited liability company organized and existing under the laws of the State of New York, having an office for the transaction of business located at 1600 NW 163rd Street, Miami, Florida 33169 (the "Company"), have entered into a certain agreement dated as of January 5, 2021 (the "Agreement").

The Agreement amends a certain (i) a Lease to Agency dated as of August 1, 2007, a memorandum of which was recorded in the Onondaga County Clerk's Office (the "Clerk's Office") on September 20, 2007 in Book 5014 at page 483, (ii) a First Amendment to Lease to Agency dated as of November 1, 2013 (the "First Amendment to Lease to Agency") a memorandum of which was recorded in the Clerk's Office on February 25, 2014 in Book 5271 at Page 660, (iii) a Lease Agreement dated as of August 1, 2007 (the "Agency Lease"), a memorandum of which was recorded in the Clerk's Office on September 20, 2007 in Book 5014 at Page 493, and (iv) a First Amendment to Lease Agreement dated as of November 1, 2013 (the "First Amendment to Lease Agreement"), a memorandum of which was recorded in the Clerk's Office on February 25, 2014 in Book 5271 at Page 665. Items (i), (ii), (iii) and (iv) collectively known as the "Lease Agreements."

The Lease Agreements cover a leasehold interest affecting the real property (the "Land") described on Exhibit A attached hereto and made a part hereof, certain improvements on the Land (the "Facility"), and the machinery, equipment and other personal property described in Exhibit B to the Agency Lease (the "Equipment") (the Land, the Facility and the Equipment being collectively referred to in the Agreement as the "Project Facility").

The Agreement amends the termination date of the Lease Agreements to the earlier to occur of (A) December 31, 2027, or (B) the date that the Lease Agreements shall be terminated pursuant to any other provisions therein.

The parties have discovered an administrative error in which an incorrect document was attached to the cover page of the memorandum of the First Amendment to Lease to Agency and to the cover page of the memorandum of the First Amendment to Lease Agreement. As such, the parties agree that the memorandum of the First Amendment to Lease to Agency and the memorandum of the First Amendment to Lease Agreement is hereby replaced entirely by this memorandum of amendment to lease and the County Clerk is authorized to discharge and terminate same.

Subject to the provisions of the Lease Agreements, the Lease Agreements (A) obligate the Company to purchase the Agency's interest in the Project Facility at the end of the lease term, or under certain circumstances, upon the sooner termination of the Lease Agreements, and (B) grant to the Company the option, at any time the Company so elects, to purchase the Project Facility, in each case for a purchase price equal to the sum of One Dollar ($1.00) plus certain other amounts payable to the Agency pursuant to the Lease Agreements.

The Company, as tenant, is entitled to possession of the Project Facility from the date of hereof.

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

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

ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: ______________________________

Robert M. Petrovich
Executive Director

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

On the 5th day of January in the year 2021 before me, the undersigned, a notary public in and for the State of New York, personally appeared Robert M. Petrovich, 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

Karen Doster
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Onondaga County
01DO6404890
MY COMMISSION EXPIRES 03/02/2024

21483721

SYRACUSE PROPERTY PARTNERS, LLC

By: ______________________________
Steven R. Becker, Manager

STATE OF ~~NEW YORK~~ Florida)
) SS.:
COUNTY OF ~~ONONDAGA~~ Miami Dade)

On the 12 day of January in the year 2021 before me, the undersigned, a notary public in and for the State of New York, 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.

SANDRA PUPO
MY COMMISSION EXPIRES AUGUST 21, 2023
#GG 327071
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

____
Notary Public

21483721

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:

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 AND PLACE OF BEGINNING, THENCE;

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.

TP-584 (7/19)

Department of Taxation and Finance

NEW YORK STATE

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		
☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☒ Other	Name *(if individual, last, first, middle initial)* (☐ *mark an **X** if more than one grantor)* Onondaga County Industrial Development Agency	Social Security number
	Mailing address 333 West Washington Street, Suite 130	Social Security number
	City: Syracuse — State: NY — ZIP code: 13209	EIN 16-0193714
	Single member's name if grantor is a single member LLC *(see instructions)*	Single member EIN or SSN

Grantee/Transferee		
☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☒ Other	Name *(if individual, last, first, middle initial)* (☐ *mark an **X** if more than one grantee)* Syracuse Property Partners, LLC	Social Security number
	Mailing address 1600 NW 163rd Street	Social Security number
	City: Miami — State: FL — ZIP code: 33169	EIN 20-2046646
	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
067.-01-09.3	314889	3063 Court Street	Salina	Onondaga

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

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

Date of conveyance

month	day	year
01	05	2021

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

Condition of conveyance *(mark all that apply)*

a. ☐ Conveyance of fee interest

b. ☐ Acquisition of a controlling interest (state percentage acquired ____________%)

c. ☐ Transfer of a controlling interest (state percentage transferred ________%)

d. ☐ Conveyance to cooperative housing corporation

e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest *(attach Form TP-584.1, Schedule E)*

f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization *(attach Form TP-584.1, Schedule F)*

g. ☐ Conveyance for which credit for tax previously paid will be claimed *(attach Form TP-584.1, Schedule G)*

h. ☐ Conveyance of cooperative apartment(s)

i. ☐ Syndication

j. ☐ Conveyance of air rights or development rights

k. ☐ Contract assignment

l. ☐ Option assignment or surrender

m. ☐ Leasehold assignment or surrender

n. ☒ Leasehold grant

o. ☐ Conveyance of an easement

p. ☒ Conveyance for which exemption from transfer tax claimed *(complete Schedule B, Part 3)*

q. ☐ Conveyance of property partly within and partly outside the state

r. ☐ Conveyance pursuant to divorce or separation

s. ☐ Other *(describe)* ____________________

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

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

Part 1 – Computation of tax due

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

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

1 Enter amount of consideration for conveyance *(from Part 1, line 1)*	1.	
2 Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)*	2.	
3 Total additional transfer tax due* *(multiply line 2 by 1% (.01))*	3.	0 00

Part 3 – Explanation of exemption claimed on Part 1, line 1 *(mark 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, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☐

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   d ☐ The maximum principal amount secured by the credit line mortgage is $3,000,000 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.

   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.

   e ☐ Other *(attach detailed explanation)*.

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

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

   b ☐ A check has been drawn payable for transmission to the credit line mortgagee or 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.)*

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.

Onondaga County Industrial Development Agency	Exec. Director	Syracuse Property Partners, LLC	
Grantor signature	Title	Grantee signature	Title
Grantor signature	Title	Grantee signature	Title

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

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

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

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

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

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

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

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

   d ☐ The maximum principal amount secured by the credit line mortgage is $3,000,000 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.

   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.

   e ☐ Other *(attach detailed explanation).*

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

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

   b ☐ A check has been drawn payable for transmission to the credit line mortgagee or 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.)*

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.

Onondaga County Industrial Development Agency	Exec. Director	Syracuse Property Partners, LLC [signature]	MANAGER
Grantor signature	Title	Grantee signature	Title
Grantor signature	Title	Grantee signature	Title

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

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

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

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark the second box under *Exemptions for nonresident transferor(s)/seller(s)*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Form TP-584, Schedule A (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, 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, § 663(a) upon the sale or transfer of this real property or cooperative unit.

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

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

Part 2 – Nonresidents of New York State

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

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

Exemption for nonresident 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, § 663 due to one of the following exemptions:

☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from ________ (Date) to ________ (Date) *(see instructions)*.

☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.

☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

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

SCHEDULE “A”

The document being recorded for which this NYS Form TP-584 is being provided is a Memorandum of Lease between the Grantor and the Grantee. The sum of the term of the lease and any options for renewal does not exceed forty-nine (49) years, and therefore said lease is not a Conveyance within the meaning of Article 31 of the Tax Law.