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**ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

**AND**

**SPECIALISTS' ONE-DAY SURGERY, LLC**

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**MEMORANDUM OF  
LEASE AND LEASEBACK AGREEMENT**

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**DATED AS OF MARCH 19, 2018**

**RESPECTING PREMISES LOCATED AT AIRPORT BUSINESS PARK, 5801 EAST  
TAFT ROAD IN THE TOWN OF SALINA, COUNTY OF ONONDAGA, NEW YORK**

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**THIS DOCUMENT IS INTENDED TO CONSTITUTE A MEMORANDUM  
OF 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:**

**Barclay Damon LLP  
125 East Jefferson Street  
Syracuse, New York 13202  
Attention: Anthony P. Rivizzigno, Esq.**

## MEMORANDUM OF LEASE AND LEASEBACK AGREEMENT

The undersigned, the **ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York having its office at 333 West Washington Street, Syracuse, New York 13202 (the "Agency") and **SPECIALISTS' ONE-DAY SURGERY, LLC**, a New York limited liability company, having its office at 190 Intrepid Lane, Syracuse, New York 13205 (the "Company"), have entered into a Lease and Leaseback Agreement dated March 1, 2018 (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 (i) terminate upon the Completion Date as defined in the Lease Agreement or (ii) on such earlier date as may be permitted by the Lease Agreement.

The Lease Agreement obligated 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   
Name: Julie Cerio  
Title: Executive Director

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

On the 4<sup>th</sup> day of APRIL in the year 2018, before me, the undersigned, personally appeared **JULIE CERIO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

**ANTHONY P. RIVIZZIGNO**  
Notary Public, State of New York  
No. 02RI6060653  
Qualified in Onondaga County  
Commission Expires June 25, 2019

SPECIALISTS' ONE-DAY SURGERY, LLC

By Michael Humphrey  
Name: Michael Humphrey  
Title: Authorized Representative

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

On the 19 day of March in the year 2018, before me, the undersigned, personally appeared **MICHAEL HUMPHREY**, 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.

Janice A. Saxton  
Notary Public

**JANICE A. SAXTON**  
Notary Public, State of New York  
No. 01SA6017691  
Qualified in Onondaga County  
Commission Expires Dec. 14, 2018

**EXHIBIT A**

All that tract or parcel of land situate in the Town of Cleary, County of Onondaga, and State of New York, being part of Farm Lot No. 92 in said Town, and being more particularly described as follows: Beginning at a point in the westerly boundary of Church Street, said point being the intersection of the southerly boundary of the Taft Tract, Section "C", according to a map of said tract made by Henry S. Wells, dated April 15, 1954, and filed in Onondaga County Clerk's Office September 21, 1954, as Map No. 3649, with said westerly boundary of Church Street; running thence S 03 degrees 28' 05" E along said westerly boundary of Church Street, a distance of 50.00 feet to a point; thence S. 86 degrees 40' 25" W, a distance of 104.00 feet to a point on the northerly prolongation of the westerly boundary of lands conveyed by Randall Building and Supply Co., Inc. to Henry F. Kessler by deed dated November 21, 1961 and recorded in Onondaga County Clerk's Office November 21, 1961 in Book 2070 of Deeds at page 27; thence S. 03 degrees 28' 05" E along said northerly prolongation, along the westerly boundary of lands conveyed by Randall Building and Supply Co., Inc. to Bellinger Construction Co., Inc. by deed dated April 16, 1962 and recorded in Onondaga County Clerk's Office April 20, 1962 in Book 2087 of Deeds at page 440, and along the westerly boundary of lands conveyed by Randall Building and Supply Co., Inc. to Henry F. Kessler by deed dated July 18, 1961 and recorded in Onondaga County Clerk's Office July 21, 1961, in Book 2051 of Deeds at page 573, a distance of 425.50 feet to a point in the northerly boundary of lands conveyed by William and Lucy Pellinger to James Krohl by deed dated July 11, 1955, and recorded in Onondaga County Clerk's Office in Book 1760 of Deeds at page 422; thence S 86 degrees 40' 25" W along said northerly boundary of lands conveyed to Krohl, a distance of 3.73 feet to the northwesterly corner thereof; thence S 03 degrees 28' 05" E along the westerly boundary of said lands conveyed to Krohl, a distance of 70.00 feet to the southwesterly corner thereof; thence N 86 degrees 40' 25" E along the southerly boundary of said lands conveyed to Krohl, a distance of 107.73 feet to a point in said westerly boundary of Church Street; thence S 03 degrees 28' 05" E along said westerly boundary of Church Street, a distance of 394.10 feet to its intersection with the northwesterly boundary of Kreisler Road; thence S 42 degrees 24' 20" W along said northwesterly boundary of Kreisler Road, a distance of 48.56 feet to the northerly boundary of lands conveyed by Rosalie Densikowski to John A. and Lucille M. Lipke by deed dated July 17, 1950, and recorded in Onondaga County Clerk's Office July 19, 1950 in Book 1456 of Deeds at page 191; thence S 86 degrees 40' 25" W along said northerly boundary of lands conveyed to Lipke, along the northerly boundary of lands conveyed to Rosalie Densikowski to Bruce A. Lipke by deed dated October 4, 1952 and recorded in Onondaga County Clerk's Office October 16, 1952, in Book 1591 of Deeds at page 411, a distance of 253.81 feet to the northwesterly corner of said lands conveyed to Bruce A. Lipke; thence S 42 degrees 24' 20" W along the northwesterly boundary of said lands conveyed to Bruce A. Lipke, a distance of 93.38 feet to the westerly corner thereof; thence S 48 degrees 22' 20" E along the southwesterly boundary of said lands conveyed to Bruce A. Lipke, a distance of 177.18 feet to said northwesterly boundary of Kreisler Road; thence S 42 degrees 24' 20" W along said northwesterly boundary of Kreisler Road; a distance of 60.00 feet to its intersection with the northeasterly boundary of lands conveyed by Randall Building and Supply Co., Inc. to Ocoma Realty, Inc., by deed dated November 30, 1965 and recorded in Onondaga County Clerk's Office November 30, 1965 in Book 2278 of Deeds at page 121; thence N. 48 degrees 22' 20" W along said northeasterly boundary of lands conveyed to Ocoma Realty, Inc., along the northeasterly boundary of lands conveyed by John L. Bellinger to Randall Building and Supply Co., Inc. by deed dated August 14, 1962 and recorded in Onondaga County Clerk's Office August 17, 1962 in Book 2104 of Deeds at page 147, and along the northeasterly boundary of lands conveyed by Randall Building and Supply Co., Inc. to John L. Bellinger by deed dated December 15, 1960 and recorded in Onondaga County Clerk's Office December 16, 1960 in Book 2027 of Deeds at page 199, a distance of 309.76 feet to the northeasterly corner of said lands conveyed to Bellinger; thence S 76 degrees 13' 30" W along the northerly boundary of said lands conveyed to Bellinger and along the westerly prolongation of said northerly boundary of lands conveyed to Bellinger, a distance of 465.13 feet to a point; thence N. 13 46' 30" W, a distance of 548.24 feet to a point; thence N. 57 degrees 29' 24" E, a distance of 99.12 feet to a point; thence N. 82 degrees 03' 30" E, a distance of 133.09 feet to a point; thence N. 07 degrees 56' 30" W, a distance of 414.50 feet to a point; thence S 82 degrees 03' 30" E, a distance of 125.00 feet to a point in the northerly prolongation of an existing building; thence N. 07 degrees 56' 30" W along said northerly prolongation of an existing building, a distance of 50.00 feet to said southerly boundary of the Taft Tract; thence N 86 degrees 40' 25" E along said southerly boundary a distance of 740.34 feet to the point of beginning.

Together with the benefits and subject to the burdens of the Declaration of Easements made by Pyramid Taft Company of the 7th day of August, 1972 and recorded August 8, 1972 in Book 2482 of Deeds at page 112.

Together with an ingress and egress easement over and across the following described parcel;

**Parcel C**

Beginning at a point in the northerly boundary of Taft Road, said point being 212.68 feet distant westerly, measured along said northerly boundary of Taft Road from the southwesterly corner of the above-mentioned lands conveyed to Sibarco Corporation; running thence N 13 degrees 46' 40" W, a distance of 400.00 feet to a point; thence S 76 degrees 13' 30" W, a distance of 50.00 feet to a point; thence S 13 degrees 46' 40" E, a distance of 400.00 feet to the northerly boundary of Taft Road; thence N 76 degrees 13' 30" E along said northerly boundary of Taft Road, a distance of 50.00 feet to the point of beginning.

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