



BOND, SCHOENECK & KING, PLLC

ATTORNEYS AT LAW ■ NEW YORK FLORIDA KANSAS

April 21, 2009

VIA CERTIFIED MAIL

Joseph Surace, Assessor
City of Rome
198 North Washington Street
Rome NY 13440

*Re: Oneida County Industrial Development Agency 2009 Real Estate Lease
Canal Village, LLC Facility*

Dear Mr. Surace:

Enclosed you will please find Form RP-412-a (Application for Real Property Tax Exemption) in connection with the above-referenced transaction. Attached to the Application is a copy of the Payment in Lieu of Tax Agreement, which sets forth the terms of the tax abatement that the Agency will grant to the Company.

I direct your attention to the fact that all PILOT bills should be sent directly to the Company.

Should you have any questions on the enclosed, please do not hesitate to contact our offices.

Very truly yours,

Laura S. Ruberto
Paralegal

Enclosures

c: Attached Distribution List (w/enclosures)

Distribution List

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Receiver of Taxes
City of Rome
Attn.: City Treasurer
198 North Washington Street
Rome, New York 13440

Kathy Pilbeam, Director
Real Property Tax Services
Oneida County
800 Park Avenue
Utica, New York 13501

Patricia S. Riedel, President
Board of Education
Rome City School District
112 East Thomas Street
Rome, New York 13440

County of Oneida
Receiver of Taxes
800 Park Avenue
Utica, New York 13501

Jeffrey P. Simons, Superintendent of Schools
Rome City School District
112 East Thomas Street
Rome, New York 13440

James F. Brown, Mayor
City of Rome
Rome City Hall
198 North Washington Street
Rome, New York 13440

Receiver of Taxes
Rome City School District
Attn.: Michelle Boek, Treasurer
112 East Thomas Street
Rome, New York 13440

7008 2810 0000 7237 5260

U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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

ROME NY 13440 **OFFICIAL USE**

Postage	\$ 1.54.51	0504
Certified Fee	2.7070	05
Return Receipt Fee (Endorsement Required)	2.3200	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.46.41	04/21/2009

Sent To City of Rome Assessor
 Street, Apt. No., or PO Box No. 198 N. Washington St
 City, State, ZIP+4 Rome NY 13440

PS Form 3811, February 2004. For instructions, see PS Form 3811-100.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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:
Joseph Surace, Assessor
City of Rome
198 N. Washington St.
Rome NY 13440

2. Article Number
 (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
[Signature]

B. Received by (Printed Name) Agent Addressee
A. J. Falone

C. Date of Delivery
4/22/09

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

7008 2810 0000 7237 5260



BOND, SCHOENECK & KING, PLLC
ATTORNEYS AT LAW ■ NEW YORK FLORIDA KANSAS

May 4, 2009

VIA CERTIFIED MAIL

Joseph Surace, Assessor
City of Rome
198 North Washington Street
Rome NY 13440

*Re: Oneida County Industrial Development Agency 2009 Real Estate Lease
Canal Village, LLC Facility*

Dear Mr. Surace:

John Ross brought to our attention that certain tax identification numbers were incorrectly listed on New York State Form RP-412-a and the cover page of the PILOT Agreement relating to the above-referenced project.

Enclosed please find replacement pages that should be substituted in the documents previously provided.

Should you have any questions on the enclosed, please do not hesitate to contact our offices.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Laura S. Ruberto', with a long, sweeping horizontal stroke at the end.

Laura S. Ruberto
Paralegal

Enclosures

c: Attached Distribution List (w/enclosures)

Distribution List

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198 North Washington Street
Rome, New York 13440

Receiver of Taxes
Rome City School District
Attn.: Michelle Boek, Treasurer
112 East Thomas Street
Rome, New York 13440



INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Oneida County IDA
Street 153 Brooks Road
City Rome NY 13441
Telephone no. Day (315) 338-0393
Evening ()
Contact Shawna M. Papale
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name Canal Village, LLC
Street 1201 East Fayette Street
City Syracuse NY 13210
Telephone no. Day (315) 472-3820
Evening ()
Contact Betsy Dunlap
Title Exec VP, Housing Visions Consultan

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) See Exhibit A attached hereto
b. Street address See Exhibit A attached hereto
c. City, Town or Village City of Rome
d. School District Rome City SD
e. County Oneida
f. Current assessment
g. Deed to IDA (date recorded; liber and page) Memo of Lease recorded 4/21/2009 Instrument No. R2009-000734

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) See Exhibit A attached hereto.
b. Type of construction 11 multi-fam units
c. Square footage 32,224± (total)
d. Total cost \$5,443,743.00±
e. Date construction commenced June 2009
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) June 30, 2026

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 Company will pay 100% of taxes year 1; an amount equal to 7% of gross rents collected each year years 2 - 16 with a minimum payment of \$11,000 and 100% of taxes after year 16. See PILOT Agreement attached.
b. Projected expiration date of agreement June 30, 2026 or upon property changing ownership

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 checked="" type="checkbox"/>
School District _____	<input checked="" type="checkbox"/>	

d. Person or entity responsible for payment

Name Canal Village, LLC
 Title Betsy Dunlop, Exec VP
 Address 1201 East Fayette Street
Syracuse NY 13210

e. Is the IDA the owner of the property? Yes/No (circle one)
If "No" identify owner and explain IDA rights or interest in an attached statement. leasehold interest

Telephone 315-472-3820

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) Yes No

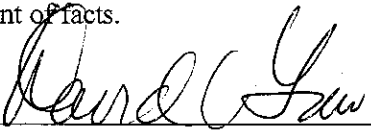
If yes, list the statutory exemption reference and assessment roll year on which granted: exemption _____ assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on 4/21/09 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, David C. Grow, Chairman of Oneida County Industrial Development Agency hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

April 3, 2009
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

Exhibit A

Application for Real Property Tax Exemption
(Form RP-412-a)
Oneida County Industrial Development Agency
(Canal Village, LLC Facility)

3a/b Street Addresses and Tax Identification Numbers of Facility:

410 – 416 S. James Street	242.065-0001-013
418 S. James Street	242.065-0001-014
403 West Street	242.065-0001-015
420 S. James Street	242.065-0001-016
426 S. James Street	242.065-0001-019
427 S. James Street	242.065-0002-062
428 – 430 S. James Street	242.065-0001-020
432 S. James Street	242.065-0001-021
434 S. James Street	242.065-0001-022
436 S. James Street	242.065-0001-023
431A S. James Street	242.065-0002-061.2
442 S. James Street	242.065-0001-027.2
444 S. James Street	242.065-0001-027.1

4 Brief Description of Facility:

The Company will acquire residential housing units located at 410 – 416 S. James Street, 418 S. James Street, 420 S. James Street, 403 West Street, 426 S. James Street, 428 – 430 S. James Street, 432 S. James Street, 434 S. James Street, 436 S. James Street, 427 S. James Street, 431A S. James Street, 442 S. James Street, 444 S. James Street (the “Existing Improvements”) situated on a 1.7± acre parcel of land in the City of Rome, Oneida County, New York (the “Land”); demolish certain Existing Improvements; renovate certain Existing Improvements and construct on the Land 33 new residential apartment units and a community building with laundry facility (collectively, the “Improvements”) and acquire and install equipment in the Improvements (the “Equipment”) (the Land, the Existing Improvements, the Improvements and the Equipment being collectively referred to as the "Facility"), all to be used by the Company in connection with the development of quality affordable housing for low and moderate income families through the New York State Division of Housing and Community Renewal Low Income Housing Tax credit program.

CANAL VILLAGE, LLC

and

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Oneida County Industrial Development Agency
2009 Real Estate Lease
(Canal Village, LLC Facility)

Oneida County, City of Rome, Rome City School District

Tax Account Nos.:	410 – 416 S. James Street	242.065-0001-013
	418 S. James Street	242.065-0001-014
	403 West Street	242.065-0001-015
	420 S. James Street	242.065-0001-016
	426 S. James Street	242.065-0001-019
	427 S. James Street	242.065-0002-062
	428 – 430 S. James Street	242.065-0001-020
	432 S. James Street	242.065-0001-021
	434 S. James Street	242.065-0001-022
	436 S. James Street	242.065-0001-023
	431A S. James Street	242.065-0002-061.2
	442 S. James Street	242.065-0001-027.2
	444 S. James Street	242.065-0001-027.1

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS AGREEMENT, dated as of April 1, 2009, is by and between **CANAL VILLAGE, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York, having an address of 1201 East Fayette Street, Syracuse, New York 13210 (the "Company") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, an industrial development agency and a public benefit corporation of the State of New York having its principal office at 153 Brooks Road, Rome, New York 13441-4105 (the "Agency").

WITNESSETH:

WHEREAS, the Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law, Chapter 99 of the Consolidated Laws of New York, as amended, (the "Enabling Act"), and Chapter 372 of the Laws of 1970 of the State of New York, as amended, constituting Section 901 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of, among others, industrial facilities for the purpose of promoting, attracting and developing economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, the Company desires to acquire an interest in residential housing units located at 410 – 416 S. James Street, 418 S. James Street, 420 S. James Street, 403 West Street, 426 S. James Street, 428 – 430 S. James Street, 432 S. James Street, 434 S. James Street, 436 S. James Street, 427 S. James Street, 431A S. James Street, 442 S. James Street, 444 S. James Street (the "Existing Improvements") situated on a 1.7± acre parcel of land in the City of Rome, Oneida County, New York, more particularly set forth on Exhibit A attached hereto and made a part hereof (the "Land"); demolish certain Existing Improvements; renovate certain Existing Improvements and construct 33 new residential apartment units and a community building with laundry facility (collectively, the "Improvements") and acquire and install equipment in the Improvements (the "Equipment") (the Land, the Existing Improvements, the Improvements and the Equipment being collectively referred to as the "Facility"), all to be used by the Company in connection with the development of quality affordable housing for low and moderate income families through the New York State Division of Housing and Community Renewal Low Income Housing Tax credit program; and

WHEREAS, KeyBank National Association (the "Bank") wishes to finance a portion of the Facility by making a loan to the Company in the original principal sum of \$5,379,838.00 (the "Loan") to be secured by a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated April 7, 2009 (the "Mortgage"), given by the Agency and the Company to the Bank, which Mortgage shall be recorded in the Oneida County Clerk's Office; and

WHEREAS, in order to induce the Company to develop the Facility, the Agency is willing to take a leasehold interest in the land and the personal property and improvements constituting the Facility and lease said land, improvements and personal property the Company pursuant to the terms and conditions of a Leaseback Agreement dated on or about the date hereof (the "Leaseback Agreement"); and

WHEREAS, the Agency has agreed to accept a leasehold interest to the Facility in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their standard of living, and to help prevent economic deterioration in the County, thereby serving the public purposes of the Act; and

WHEREAS, the Facility will be exempt from real property taxes, general property taxes, general school district taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Facility or the interest therein of the Company or the occupancy thereof by the Company commencing July 28, 2009, the taxable status date (the "Exempt Taxes"), because the Agency has a leasehold or other interest in the Facility and the Facility is, or will be, used for a purpose within the meaning of the applicable Constitutional and statutory provisions, including the Enabling Act, provided, however, such exemption will not extend to special assessments or ad valorem levies; and

WHEREAS, the Company understands that it, as lessee of the Facility leased by the Agency, will, in fact, have no Exempt Taxes to pay under the provisions of the Leaseback Agreement from July 28, 2009 through the term of the Leaseback Agreement (the "Exemption Term"); and

WHEREAS, each year of the Exemption Term is more particularly set forth on Schedule B attached hereto (each year being referred to as an "Exemption Year"); and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provision for payments-in-lieu-of-taxes and such assessments by the Company to the City of Rome, or any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be, wholly or partially located, Oneida County, Rome City School District and appropriate special districts (hereinafter each a "Taxing Authority" and collectively the "Taxing Authorities") in which any part of the Facility is or is to be located; and

WHEREAS, all defined terms herein as indicated by the capitalization of the first letter thereof and not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the Leaseback Agreement.

NOW, THEREFORE, to provide for certain payments to the Taxing Authorities, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Company shall pay to each Taxing Authority:

(a) all taxes that are due with respect to the Facility prior to the Exemption Term, no later than the last day during which such payments may be made without penalty; and

(b) all special assessments and ad valorem taxes coming due and payable during the term of the Leaseback Agreement for which the Facility is not exempt, no later than the last day during which such payments may be made without penalty.

2. (a) The Company shall pay to each Taxing Authority as set forth on Schedule A attached hereto and made a part hereof an amount in lieu of the Exempt Taxes (the "PILOT Payments") during each Exemption Year as follows:

(i) One hundred percent (100%) of Exempt Taxes during Year One;

(ii) An amount equal to the greater of seven percent (7%) of the gross annual rental income collected by the Company in relation to the leasing of the Facility or eleven thousand dollars (\$11,000.00) during years two through and including sixteen; and

(iii) One hundred percent (100%) of Exempt Taxes after year sixteen.

(b) On or before June 1 of each Exemption Year, the Company shall file with the Agency an affidavit indicating the gross annual rental income collected by the Company in relation to the leasing of the Facility during the preceding twelve (12) month period. If the Company fails to file such an affidavit with the Agency on or before June 1 of an Exemption Year, then the Agency shall be entitled to assume that the gross annual rental income collected by the Company in relation to the leasing of the Facility during such period was an amount such that ten percent (10%) of said amount would equal 100% of the Exempt Taxes.

(c) In the event the Company sells any of the Improvements comprising the Facility to a Person and said Improvement is released from the Facility pursuant to Section 6.1(c) of the Leaseback Agreement, each such individual Improvement will, upon transfer of title thereto, be removed from this PILOT Agreement and will no longer be entitled to any real property tax exemption under this PILOT Agreement or otherwise due to the Agency's involvement. Such sales will not diminish the annual amounts payable under this PILOT Agreement.

(d) Anything herein to the contrary, notwithstanding, this Agreement shall terminate on the date on which the Leaseback Agreement shall terminate and the Agency shall terminate its leasehold interest in the Facility pursuant to the Leaseback Agreement.

(e) Anything herein to the contrary, notwithstanding, upon the failure of the Company in making any payment when due hereunder and upon failure to cure such default within thirty (30) days of receipt of notice as herein provided, the Company shall henceforth pay as PILOT Payments one hundred (100%) percent of the Exempt Taxes together with interest at the rate of nine (9%) percent per annum on any delinquent PILOT Payments together with expenses of collection, including but not limited to, payment of attorneys' fees; provided, however, nothing herein contained shall be deemed to limit any other rights and remedies the Agency may have hereunder or under any other Transaction Document.

3. The Company will make PILOT Payments to each Taxing Authority hereunder for each Exemption Year by making the required payment to such Taxing Authority no later than the last day during which such Exempt Taxes could otherwise be made without penalty as if the Facility was owned by the Company and not by the Agency.

4. The PILOT Payments to be made by the Company pursuant to this Agreement are intended to be in lieu of all Exempt Taxes that would have to be paid on the Facility leased to the Company by the Leaseback Agreement if the Agency did not have a leasehold or other interest in the Facility.

5. If by reason of a change in the Constitution or laws of the State of New York, or an interpretation of the Constitution or the laws of the State of New York by the Court of Appeals (or such lower court from which the time to appeal has expired) of the State of New York, or for any other reason, the Company is required to pay any tax which the payments specified herein are intended to be in lieu of,

the Company may deduct the aggregate of any such payments made by it from the amount herein agreed to be paid in lieu of such taxes and need only pay the difference. Furthermore, inasmuch as the PILOT Payments herein agreed to be made by the Company are intended to be in lieu of all Exempt Taxes, it is agreed that said payments shall not, as to any Exemption Year, be in an amount greater than would be payable for such year for such Exempt Taxes, in the aggregate, by a private corporation on account of its ownership of the Facility.

6. This Agreement shall be binding upon the successors and assigns of the parties.

7. It is the intent of the parties that the Company will have all the rights and remedies of a taxpayer with respect to any real property or other tax, service charge, special benefit, ad valorem levy, assessment or special assessment or service charge because of which, or in lieu of which, the Company is obligated to make a payment hereunder, as if and to the same extent as if the Company were the owner of the Facility. It is the further intent of the parties that the Company will have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Facility with respect to any proposed assessment or change in assessment concerning the property, or any portion thereof, whether through an assessor, board of assessment review, court of law, or otherwise and likewise will be entitled to protest before and be heard by such assessor, board of assessment review, court of law or otherwise and will be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any taxes that would have been payable but for the provisions hereof. In the event, however, that a court of competent jurisdiction shall enter an order or judgment determining or declaring that, by reason of the Agency's ownership of the Facility, the Company does not have the right to bring a proceeding to review such assessment under the Real Property Tax Law or any other law, then the Company shall have the right to contest such assessment in the name and as the agent of the Agency, and the Agency agrees to cooperate with the Company in all respects in any such proceeding at the sole cost and expense of the Company.

8. All amounts payable by the Company hereunder will be paid to the respective Taxing Authority and will be payable in such lawful money of the United States of America as at the time of payment is legal tender for the payment of public and private debts, including a check payable in such money.

9. (a) If any term or provision hereof should be for any reason held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such term or provision will be deemed separate and independent and the remainder hereof will remain in full force and effect and will not be invalidated, impaired or otherwise affected by such holding or adjudication.

(b) This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

(c) All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, to the Agency or the Company, as the case may be, addressed as follows:

If to the Agency:

Oneida County Industrial Development Agency
153 Brooks Road
Rome, New York 13441-4105
Attn.: Executive Director

With a Copy to:

Bond, Schoeneck & King, PLLC
501 Main Street
Utica NY 13501
Attn.: Linda E. Romano, Esq.

To the Company:

Canal Village, LLC
c/o HV Consultants Holding Co, LLC, Managing Member
1201 East Fayette Street
Syracuse, New York 13210
Attn.: Kenyon M. Craig, President
Housing Visions Consultants, Inc., Manager

With a Copy To:

Green & Seifter, Attorneys, PLLC
110 West Fayette Street
One Lincoln Center, Suite 900
Syracuse, New York 13202
Attn.: Paul M. Predmore, Esq.

To the Bank:

Key Community Development Corporation
127 Public Square, 7th Floor
Mailcode OH-01-27-1318
Cleveland, Ohio 44114-1306
Attn: Rosalyn A. Ciulla

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

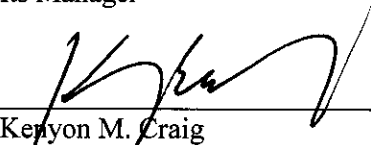
(e) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this **PILOT Agreement** as of the date first above written.

CANAL VILLAGE, LLC
By HV Consultants Holding Co., LLC,
Its Managing Member
By Housing Visions Consultants, Inc.,
Its Manager


By:



Keyon M. Craig
President

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

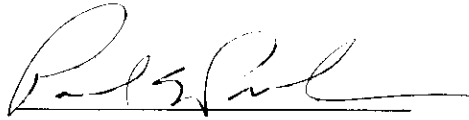
By:



David C. Grow
Chairman

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

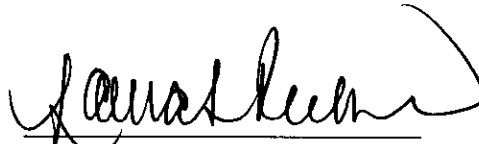
On the 7th day of April 2009 before me, the undersigned a notary public in and for said state, personally appeared **Kenyon M. Craig**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged 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

PAUL M. PREDMORE
NOTARY PUBLIC IN THE STATE OF NEW YORK
QUALIFIED IN ONONDAGA COUNTY #4951823
MY COMMISSION EXPIRES JUNE 5, 2011

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

On the 3rd day of April 2009 before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow**, 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

LAURA M. [unclear]
Notary Public
Appointed [unclear]
Commission Expires [unclear]

EXHIBIT A

403 West Street

All that tract or parcel of land situate in the City of Rome, County of Oneida and State of New York, being Part of Lots 3 and 4, Block #14 of "Canal Village ", (so called), in said City of Rome, according to a map thereof, made by D. Ewen in 1821 and being more particularly bounded and described as follows:

Beginning at a point in the present easterly right of way line of West Street, said point being S. 38°-31'-00" W., a distance of 58.00 feet, as measured along said easterly line of West Street, from its intersection with the present southerly line of Henry Street, said point of beginning being the northwesterly corner of said Lot #3;

Thence S. 51 °-23 '-30" E., parallel with the said southerly line of Henry Street and along the northerly of said Lot #3, a distance of 40.00 feet to a point;

Thence S. 38 °-31 '-00 " W., parallel with the said easterly line of West Street, a distance of 35.00 feet to a point;

Thence N. 51 °-23 '-30 " W., parallel with the said northerly line of Lot #3, a distance of 40.00 feet to its intersection with the said easterly line of West Street;

Thence N. 38°-31 '-00" E., along the easterly line of said West Street, a distance of 35.00 feet to the point and place of beginning.

410-16 South James Street

All that tract or parcel of land situate in the City of Rome, County of Oneida and State of New York, being Lots 1 and 2 of Block #14 of "Canal Village ", (so called), in said City of Rome, according to a map thereof, made by D. Ewen in 1821 and being more particularly bounded and described as follows:

Beginning at the intersection of the present southerly right of way line of Henry Street with the present westerly right of way line of South James Street, said point of intersection being the northeasterly corner of said Lot #1;

Thence S. 38°-31 '-00" W. along the said westerly line of South James Street, a distance of 58.00 feet to its intersection with the southerly line of said Lot #2, said point of intersection being the southeasterly of said Lot #2;

Thence N. 51 °-23 '-30" W., along the southerly line of said Lot #2 and the northerly line of Lot #3, a distance of 150.00 feet to its intersection with the present easterly right of way line of West Street, said point of intersection being the southwesterly corner of said Lot #2,

Thence N. 38°-31 '-00" W, along easterly line of said West Street, a distance of 58.00 feet to its intersection with the said southerly line of Henry Street, said point of intersection being the

northwesterly corner of said Lot #1;

Thence S. $51^{\circ}-23'-30''$ E., along the said southerly line of Henry Street, a distance of 150.00 feet to the point and place of beginning.

418 South James Street

All that tract or parcel of land situate in the City of Rome, County of Oneida and State of New York, being Part of Lot #3 and Part of Block #14 (Part of lands conveyed to Joseph A. and Deborah A. Beddia in Book of Deeds 2238 at Page 44) of "Canal Village ", (so called), in said City of Rome, according to a map thereof, made by D. Ewen in 1821 and being more particularly bounded and described as follows:

Beginning at a point in the present westerly right of way line of South James Street, said point being S. $38^{\circ}-31'-00''$ W., a distance of 58.00 feet, as measured along said westerly line of South James Street, from its intersection with the present southerly right of way line of Henry Street, said point of beginning being the northeasterly corner of said Lot #3;

Thence S. $38^{\circ}-31'-00''$ W., along the said westerly line of South James Street, a distance of 33.00 feet to a point;

Thence N. $51^{\circ}-23'-30''$ W., parallel with the northerly line of said Lot #3, a distance of 110.00 feet to a point;

Thence N. $38^{\circ}-31'-00''$ E., parallel with the westerly line of said South James Street, and along the westerly line of said lands conveyed to Beddia,, a distance of 33.00 feet to its intersection with the northerly line of said Lot #3;

Thence S. $51^{\circ}-23'-30''$ E, along the said northerly line of Lot #3 and the southerly line of Lot #2, a distance of 110.00 feet to the point and place of beginning.

420 South James Street

All that tract or parcel of land situate in the City of Rome, County of Oneida and State of New York, being Part of Lot #4, Block #14 of "Canal Village ", (so called), in said City of Rome, according to a map thereof, made by D. Ewen in 1821 and being more particularly bounded and described as follows:

Beginning at a point in the present westerly right of way line of South James Street, said point being S. $38^{\circ}-31'-00''$ W., a distance of 91.00 feet, as measured along said westerly line of South James Street, from its intersection with the present southerly right of way line of Henry Street, said point of beginning being marked by a PK nail situate at the northeasterly corner of said Lot #4 as monumented;

Thence S. $38^{\circ}-31'-00''$ W., along the said westerly line of South James Street, a distance of 27.00 feet to a point, said point being the southeasterly of said Lot #4 as per the City of Rome assessment records;

Thence N. $51^{\circ}-23'-30''$ W., along the southerly line of said Lot #4, a distance of 150.00 feet to its intersection with the present easterly right of way line of West Street, said point of intersection being

the southwesterly corner of said Lot #4;

Thence N. $38^{\circ}-31'-00''$ E, along the said easterly line of West Street, a distance of 25.00 feet to a point, said point being S. $38^{\circ}-31'-00''$ W., a distance of 93.00 feet, as measured along said easterly line of West Street, from its intersection with the southerly line of said Henry Street;

Thence S. $51^{\circ}-23'-30''$ E, parallel with the northerly line of Lot #4, a distance of 40.00 feet to a point;

Thence N. $38^{\circ}-31'-00''$ E., parallel with the easterly line of said South James Street, a distance of 2.00 feet to a point;

Thence S. $51^{\circ}-23'-30''$ E, a distance of 110.00 feet to the point and place of beginning.

The hereinbefore described parcel of land is subject to and together with any and all easements, restrictions, and/or rights of way record.

425-27 South James Street

All that tract or parcel of land situate in the City of Rome, County of Oneida and State of New York, being Lot #8, Block #9 and Lot "A ", lying between Blocks 9 and 10 of "Canal Village ", (so called), in said City of Rome, according to a map thereof, made by D. Ewen in 1821 and being more particularly bounded and described as follows:

Beginning at a point in the present easterly right of way line of South James Street, said point being N. $38^{\circ}-31'-00''$ E., a distance of 219.38 feet, as measured along said easterly line of South James Street, from its intersection with the present northerly right of way line of East North Street, said point of beginning being the southwesterly corner of said Lot "A " and the northwesterly of Lot #1, Block #10;

Thence N. $38^{\circ}-31'-00''$ E., along the easterly line of said South James Street, a distance of 60.00 feet to a point, said point being S. $38^{\circ}-31'-00''$ W., a distance of 89.75 feet from the southerly line of Lot #4 in said Block #9, as measured along the easterly line of said South James Street, said point also being the northwesterly corner of said Lot #8;

Thence S. $51^{\circ}-24'-45''$ E, along the northerly line of said Lot #8 and the southerly of Lot #7, Block #9, and parallel with the said northerly line of East North Street, a distance of 150.00 feet to its intersection with the present westerly right of way line of Avenue "A ", said point of intersection being the northeasterly corner of said Lot #8;

Thence S. $38^{\circ}-31'-00''$ W., along the said westerly line of Avenue "A ", a distance of 60.00 feet to its intersection with the southerly line of said Lot "A ", said point of intersection being the southeasterly corner of said Lot "A";

Thence N. $51^{\circ}-24'-45''$ W., along the said southerly line of Lot "A " and the northerly line of said Lot #1, Block #10, a distance of 150.00 feet to the point and place of beginning.

The hereinbefore described parcel of land is subject to and together with any and all easements, restrictions, and/or rights of way record.

426 South James Street

All that tract or parcel of land situate in the City of Rome, County of Oneida and State of New York, being Lot #7, Block #14 of "Canal Village ", (so called), in said City of Rome, according to a map thereof, made by D. Ewen in 1821 and being more particularly bounded and described as follows:

Beginning at a point in the present westerly right of way line of South James Street, said point being N. 38°-31 '-00" E, a distance of 275.00 feet, as measured along said westerly line of South James Street, from its intersection with the present northerly right of way line of West North Street, said point of beginning being the southeasterly corner of said Lot #7;

Thence N. 51 °-24 '-00" W., parallel with the northerly line of said West North Street and along the southerly line of said Lot #7, a distance of 150.00 feet to its intersection with the present easterly line of West Street, said point of intersection being the southwesterly corner of said Lot #7;

Thence N. 38 °-31 '-00 " E, along the said easterly line of West Street, a distance of 30.00 feet to the northwesterly corner of said Lot #7;

Thence S. 51 °-24 '-00 " E, along the northerly line of said Lot #7 and parallel with the said northerly line of West North Street, a distance of 150.00 feet to its intersection with the said westerly line of South James Street, said point of intersection being the northeasterly corner of said Lot #7;

Thence S. 38°-31 '-00" W., along the westerly line of said South James Street, a distance of 30.00 feet to the point and place of beginning.

428-430 South James Street

All that tract or parcel of land situate in the City of Rome, County of Oneida and State of New York, being Lot #8, Block #14 of "Canal Village", (so called), and Lot "B", lying between Blocks 13 and 14, in said City of Rome, according to a map thereof, made by D. Ewen in 1821 and being more particularly bounded and described as follows:

Beginning at a point in the present westerly right of way line of South James Street, said point being N 38°-31 '-00" E, a distance of 215.00 feet, as measured along said westerly line of South James Street, from its intersection with the present northerly right of way line of West North Street, said point of beginning being the southeasterly corner of said Lot "B" and the northeasterly corner of Lot #1, Block 13;

Thence N. 51 °-24 '-00" W., parallel with the northerly line of said West North Street and along the southerly line of said Lot "B " and the northerly line of said Lot #1, a distance of 150.00 feet to its intersection with the present easterly right of way line of West Street, said point of intersection being the southwesterly corner of said Lot "B";

Thence N 38°-31'-00" E, along the said Easterly line of West Street, a distance of 60.00 feet to a point, said point being the northwesterly corner of said Lot #8;

Thence S. 51 °-24 '-00 " E, along the northerly line of said Lot #8 and the southerly line of Lot #7, and parallel with the said northerly line of West North Street, a distance of 150.00 feet to its intersection with the said westerly line of South James Street, said point of intersection being the

northeasterly corner of said Lot #8 and the southeasterly corner of said Lot #7;

Thence S. $38^{\circ}-31'-00''$ W., along the westerly line of said South James Street, a distance of 60.00 feet to the point and place of beginning.

429 South James Street

All that tract or parcel of land situate in the City of Rome, County of Oneida and State of New York, being Lot #1, Block #10 of "Canal Village", (so called), in said City of Rome, according to a map thereof, made by D. Ewen in 1821 and being more particularly bounded and described as follows:

Beginning at a point in the present easterly right of way line of South James Street, said point being N $38^{\circ}-31'-00''$ E, a distance of 189.38 feet, as measured along said easterly line of South James Street, from its intersection with the present northerly right of way line of East North Street, said point of beginning being the southwesterly corner of said Lot #1;

Thence N $38^{\circ}-31'-00''$ E., along the easterly line of said South James Street, a distance of 30.00 feet to a point, said point being S. $38^{\circ}-31'-00''$ W., a distance of 149.75 feet from the southerly line of Lot #4 in said Block #9, as measured along the easterly line of said South James Street, said point also being the northwesterly corner of said Lot #1;

Thence S. $51^{\circ}-24'-45''$ E, along the northerly line of said Lot #1 and the southerly line of Lot "A ", parallel with the said northerly line of East North Street, a distance of 150.00 feet to its intersection with the present westerly right of way line of Avenue "A ", said point of intersection being the northeasterly corner of said Lot #1;

Thence S. $38^{\circ}-31'-00''$ W., along the said westerly line of Avenue "A ", a distance of 30.00 feet to its intersection with the southerly line of said Lot #1, said point of intersection being the southeasterly corner of said Lot #1;

Thence N $51^{\circ}-24'-45''$ W., along the said southerly line of Lot #1, a distance of 15 0.00 feet to the point and place of beginning.

432 South James Street

All that tract or parcel of land situate in the City of Rome, County of Oneida and State of New York, being Lot #1, Block #13 of "Canal Village ", (so called), in said City of Rome, according to a map thereof, made by D. Ewen in 1821 and being more particularly bounded and described as follows:

Beginning at a point in the present westerly right of way line of South James Street, said point being N. $38^{\circ}-31'-00''$ E., a distance of 185.00 feet, as measured along said westerly line of South James Street, from its intersection with the present northerly right of way line of West North Street, said point of beginning being the southeasterly corner of said Lot #1;

Thence N. $51^{\circ}-24'-00''$ W., parallel with the northerly line of said West North Street and along the southerly line of said Lot #1, a distance of 150.00 feet to its intersection with the present easterly right of way line of West Street, said point of intersection being the southwesterly corner of said Lot #1;

Thence N. 38°-31'-00" E., along the said easterly line of West Street, a distance of 30.00 feet to the northwesterly corner of said Lot #1;

Thence S. 51°-24'-00" E., along the said northerly line of Lot #1 and parallel with the said northerly line of West North Street, a distance of 150.00 feet to its intersection with the said westerly line of South James Street, said point of intersection being the northeasterly corner of said Lot #1;

Thence S. 38°-31'-00" W., along the westerly line of said South James Street, a distance of 30.00 feet to the point and place of beginning.

434 South James Street

All that tract or parcel of land situate in the City of Rome, County of Oneida and State of New York, being Lot #2, Block #13 of "Canal Village ", (so called), in said City of Rome, according to a map thereof, made by D. Ewen in 1821 and being more particularly bounded and described as follows:

Beginning at a point in the present westerly right of way line of South James Street, said point being N 38°-31'-00" E., a distance of 155.00 feet, as measured along said westerly line of South James Street, from its intersection with the present northerly right of way line of West North Street, said point of beginning being the southeasterly corner of said Lot #2;

Thence N. 51°-24'-00" W., parallel with the northerly line of said West North Street and along the southerly line of said Lot #2, a distance of 150.00 feet to its intersection with the present easterly right of way line of West Street, said point of intersection being the southwestly corner of said Lot #2;

Thence N. 38°-31'-00" E., along the said easterly line of West Street, a distance of 30.00 feet to the northwesterly corner of said Lot #2;

Thence S. 51°-24'-00" E., along the said northerly line of Lot #2 and parallel with the said northerly line of West North Street, a distance of 150.00 feet to its intersection with the said westerly line of South James Street, said point of intersection being the northeasterly corner of said Lot #2;

Thence S. 38°-31'-00" W., along the westerly line of said South James Street, a distance of 30.00 feet to the point and place of beginning.

436 South James Street

All that tract or parcel of land situate in the City of Rome, County of Oneida and State of New York, being Lot #3, Block #13 of "Canal Village ", (so called), in said City of Rome, according to a map thereof, made by D. Ewen in 1821 and being more particularly bounded and described as follows:

Beginning at a point in the present westerly right of way line of South James Street, said point being N 38°-31'-00" E., a distance of 125.00 feet, as measured along said westerly line of South James Street, from its intersection with the present northerly right of way line of West North Street, said point of beginning being the southeasterly corner of said Lot #3;

Thence N. 51°-24'-00" W., parallel with the northerly line of said West North Street and along the southerly line of said Lot #3, a distance of 150.00 feet to its intersection with the present easterly

right of way line of West Street, said point of intersection being the southwesterly corner of said Lot #3;

Thence N. $38^{\circ}-31'-00''$ E., along the said easterly line of West Street, a distance of 30.00 feet to the northwesterly corner of said Lot #3;

Thence S. $51^{\circ}-24'-00''$ E., along the northerly line of said Lot #3 and parallel with the said northerly line of West North Street, a distance of 150.00 feet to its intersection with the said westerly line of South James Street, said point of intersection being the northeasterly corner of said Lot #3;

Thence S. $38^{\circ}-31'-00''$ W., along the westerly line of said South James Street, a distance of 30.00 feet to the point and place of beginning.

442-44 South James Street

All that tract or parcel of land situate in the City of Rome, County of Oneida and State of New York, being Lots 1 and 2 and Parcel B according to a map thereof entitled "Map showing Sub-division of Finster Property, 442-444 South James Street, Rome, New York" made by S.H. Zingerline, licensed surveyor, and filed in the Oneida County Clerk's Office on December 30, 1943, being Part of Block #13 of "Canal Village ", (so called), in said City of Rome, according to a map thereof, made by D. Ewen in 1821 and being more particularly bounded and described as follows:

Beginning at the intersection of the present northerly right of way line of West North Street with the present westerly right of way line of South James Street, said point of intersection being the southeasterly corner of said Lot #2;

Thence N $51^{\circ}-24'-00''$ W. along the said northerly line of West North Street, a distance of 100.86 feet to the southwesterly corner of said Lot #2;

Thence N. $38^{\circ}-31'-00''$ E., along the westerly line of said Lots 1 and 2, a distance of 64.79 feet to its intersection with the northerly line of said Lot #1, said point of intersection being the northwesterly corner of said Lot #1;

Thence S. $51^{\circ}-09'-19''$ E, along the northerly line of said Lot #1, a distance of 2.70 feet to the southwesterly corner of said Parcel B;

Thence N $38^{\circ}-31'-00''$ E., a distance of 2.93 feet to the northwesterly corner of said Lot B;

Thence S. $51^{\circ}-24'-00''$ E, along the northerly line of said Parcel B, a distance of 17.26 feet to the northeasterly corner thereof;

Thence S. $38^{\circ}-31'-00''$ W., a distance of 2.71 feet to a point in the northerly line of said Lot #1, said point being the southeasterly corner of said Parcel B;

Thence S. $51^{\circ}-24'-00''$ W., along the northerly line of said Lot #1, a distance of 80.87 feet to its intersection with the said westerly line of South James Street, said point of intersection being the northeasterly corner of said Lot #1;

Thence S. $38^{\circ}-31'-00''$ W., along the said westerly line of South James Street, a distance of 65.00 feet to the point and place of beginning.

SCHEDULE A

ONEIDA COUNTY
Receiver of Taxes
800 Park Avenue
Utica, NY 13501

CITY OF ROME
Receiver of Taxes
City Hall
198 North Washington Street
Rome, New York 13440
Attn.: City Treasurer

ROME CITY SCHOOL DISTRICT
Receiver of Taxes
112 East Thomas Street
Rome, New York 13440
Attn.: Michelle Boek, Treasurer

SCHEDULE B

EXEMPTION YEARS

Taxable Status Date: July 28, 2009

Exemption Year	City and County Taxes	School Taxes
Year One	January 1, 2010 – December 31, 2010	July 1, 2010 – June 30, 2011
Year Two	January 1, 2011 – December 31, 2011	July 1, 2011 – June 30, 2012
Year Three	January 1, 2012 – December 31, 2012	July 1, 2012 – June 30, 2013
Year Four	January 1, 2013 – December 31, 2013	July 1, 2013 – June 30, 2014
Year Five	January 1, 2014 – December 31, 2014	July 1, 2014 – June 30, 2015
Year Six	January 1, 2015 – December 31, 2015	July 1, 2015 – June 30, 2016
Year Seven	January 1, 2016 – December 31, 2016	July 1, 2016 – June 30, 2017
Year Eight	January 1, 2017 – December 31, 2017	July 1, 2017 – June 30, 2018
Year Nine	January 1, 2018 – December 31, 2018	July 1, 2018 – June 30, 2019
Year Ten	January 1, 2019 – December 31, 2019	July 1, 2019 – June 30, 2020
Year Eleven	January 1, 2020 – December 31, 2020	July 1, 2020 – June 30, 2021
Year Twelve	January 1, 2021 – December 31, 2021	July 1, 2021 – June 30, 2022
Year Thirteen	January 1, 2022 – December 31, 2022	July 1, 2022 – June 30, 2023
Year Fourteen	January 1, 2023 – December 31, 2023	July 1, 2023 – June 30, 2024
Year Fifteen	January 1, 2024 – December 31, 2024	July 1, 2024 – June 30, 2025
Year Sixteen	January 1, 2025 – December 31, 2025	July 1, 2025 – June 30, 2026