

**ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

**AND**

**COR INNER HARBOR COMPANY, LLC  
COR VAN RENSSELAER STREET COMPANY, LLC  
COR SOLAR STREET COMPANY IV, LLC**

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**SECOND AMENDMENT TO MASTER  
PAYMENT IN LIEU OF TAX AGREEMENT**

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**DATED AS OF DECEMBER 6, 2017**

**RESPECTING PREMISES KNOWN AS INNER HARBOR PARCELS  
Tax Map #s 117.01-01.2, 117.01-01.3, 117.-01-01.4, 117.-01-01.5, 117.-01-01.6,  
117.-01-06, 117.-01-07.0, 107.-12-01.5, 1-7.-12-01.6, 117.-0-10.2**

**IN THE CITY OF SYRACUSE AND  
COUNTY OF ONONDAGA, NEW YORK**

**SECOND AMENDMENT TO MASTER PAYMENT IN LIEU OF  
TAX AGREEMENT**

THIS SECOND AMENDMENT TO MASTER PAYMENT IN LIEU OF TAX AGREEMENT, dated as of the 6<sup>th</sup> day of December, 2017 (the "Second Amendment to Master PILOT Agreement"), is by and between the **ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation having its office at 333 West Washington Street, Syracuse, New York 13202 (the "Agency") and **COR INNER HARBOR COMPANY, LLC, COR VAN RENSSELAER STREET COMPANY, LLC, COR SOLAR STREET COMPANY IV, LLC and COR WEST KIRKPATRICK STREET COMPANY, LLC** all domestic limited liability companies, with an address of 540 Towne Drive, Fayetteville, NY 13066 (collectively the "Companies").

WITNESSETH:

WHEREAS, the parties hereto entered into that certain Master PILOT Agreement, dated December 17, 2015, as amended by a First Amendment dated April 22, 2016 (collectively the "Master PILOT Agreement") which affects real property described in the Master PILOT Agreement; and

WHEREAS, the Companies have provided a Notice to the Agency pursuant to the terms of the Master PILOT Agreement notifying the Agency that an affiliate of the Companies have acquired Parcel A-2; and

WHEREAS, the Companies wish to add New Lots A1-1A and Parcel A1-1B (previously Parcel A1-1) to the Master PILOT Agreement; and

WHEREAS, the parties wish to amend the Master PILOT Agreement to include the real property described in the Notice; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

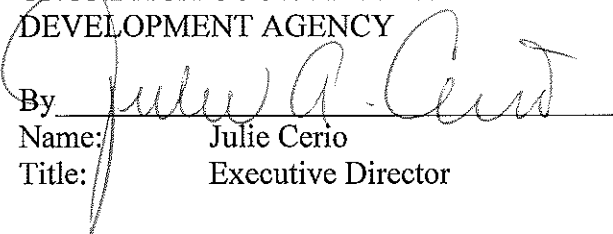
1. Affected Premises. Upon the effective date of this Second Amendment to PILOT, between the Agency, COR SOLAR STREET COMPANY II, LLC and COR WEST KIRKPATRICK STREET COMPANY, LLC, Schedule A-2 attached hereto shall be inserted into the Master PILOT Agreement to include real property described in the Notice which shall now be covered by the Master PILOT Agreement.
2. Exhibit A. Exhibit A-1 shall be deleted and the attached Exhibit A-2 shall be inserted in its place.
3. Ratification. Except as set forth herein, the terms and conditions of the Master PILOT Agreement are hereby ratified as modified by this Second Amendment to Master PILOT Agreement and shall continue in full force and effect.

4. Execution of Counterparts. This Second Amendment to Master PILOT Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Signature Page to Second Amendment to Master PILOT Agreement]

IN WITNESS WHEREOF, the Agency and the Company have caused this First Amendment to Master PILOT Agreement to be executed in their respective names, all as of the date first above written.

ONONDAGA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By   
Name: Julie Cerio  
Title: Executive Director


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

On the 12 day of December in the year 2017, 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

**ISABELLE HARRIS**  
Notary Public, State of New York  
Registration No. 01HA6188731  
Qualified in Onondaga County  
Commission Expires June 9, 2020


COR INNER HARBOR COMPANY, LLC

By   
Name: Jeffrey L. Aiello  
Title: General Manager


COR VAN RENSSELAER STREET COMPANY, LLC

By   
Name: Jeffrey L. Aiello  
Title: General Manager

COR SOLAR STREET COMPANY IV, LLC

By   
Name: Jeffrey L. Aiello  
Title: General Manager

COR SOLAR STREET COMPANY II, LLC

By   
Name: Jeffrey L. Aiello  
Title: General Manager

COR WEST KIRKPATRICK STREET COMPANY, LLC

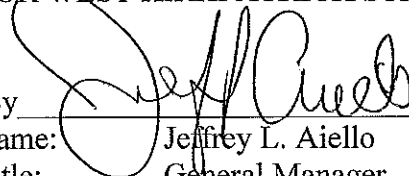
By   
Name: Jeffrey L. Aiello  
Title: General Manager



Exhibit A  
 To The  
**COR INNER HARBOR COMPANIES, LLC**  
**Master Payment in Lieu of Tax Agreement**  
 Fair Market Land Valuation Table<sup>i</sup>

Parcel	Acreage	2015 City of Syracuse Assessment Values	Fair Market Land Value	Fair Market Land Value per Acre
Parcel A1-1A P/O 117.-01-10.2 320 W. Kirkpatrick Street	.99	\$188,186	\$230,904	N/A
Parcel A1-1B P/O 17.-01-10.2	.40	\$76,035	\$93,294	N/A
Parcel A3 117.-01-06 451 Solar Street	3.946	\$661,000	\$811,043	\$205,535
Parcel A2 117.-01-07.0 425 Solar Street	2.98	\$531,000	\$651,534	\$218,635
Parcel B2-1 117.-01-01.2 750Van Rensselear Street (rear)	.96	\$171,000	\$209,816	\$N/A
Parcel B2-2 117.-01-01.3 720Van Rensselear Street	1.03	\$203,000	\$249,080	\$241,825
Parcel B2-3 117.-01-01.6 750Van Rensselear Street	1.59	\$345,000	\$423,313	\$266,234
Parcel B2-4 117.-01-01.5 720Van Rensselear Street	1.59	\$345,000	\$423,313	\$266,234
Parcel B2-5 117.-01-01.4 710Van Rensselear Street	.84	\$188,000	\$230,675	N/A
Parcel C 107.-12-01.4, 107.- 12-01.5, 107.-12- 01.6 703, 715, 725 Van	9.8604	\$996,000	\$1,222,086	\$123,938

Rensselear Street				
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<sup>i</sup> The Fair Market Land Value was calculated using the 2015 agreed upon Assessed Values divided by the then current equalization rate of 81.5%.