

Lisa Dell, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

Onondaga County Clerk Recording Cover Sheet

Received From :
BARCLAY DAMON
80 STATE STREET
ALBANY, NY 12207

Return To :
Attn: M CORNEILIA CAHILL ESQ
BARCLAY DAMON
Attn: M CORNEILIA CAHILL ESQ
80 STATE STREET
ALBANY, NY 12207

First PARTY 1

ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

First PARTY 2

SYRACUSE LABEL CO INC

Index Type : Land Records

Instr Number : 2020-00004101

Book : **Page :**

Type of Instrument : Amended Agreement

Type of Transaction : Deed Misc

Recording Fee: \$120.50

Recording Pages : 15

The Property affected by this instrument is situated in Cicero, in the County of Onondaga, New York

Real Estate Transfer Tax

RETT # : 6825

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$120.50

State of New York

County of Onondaga

I hereby certify that the within and foregoing was recorded in the Clerk's office for Onondaga County, New York

On (Recorded Date) : 01/30/2020

At (Recorded Time) : 3:50:36 PM



Doc ID - 038663820015

Lisa Dell, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: EWRIGHT Printed On : 01/30/2020 At : 3:59:12PM

14

710 Cicero
Lot 1 of 2
Hancock At Park sec A+B

ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

SYRACUSE LABEL CO., INC.

SECOND OMNIBUS AMENDMENT TO FINANCING DOCUMENTS

DATED AS OF AUGUST 1, 2019

RECORD AND RETURN TO:

M. Cornelia Cahill, Esq.
Barclay Damon LLP
80 State Street
Albany, New York 12207

SECOND OMNIBUS AMENDMENT TO FINANCING DOCUMENTS

THIS SECOND OMNIBUS AMENDMENT TO FINANCING DOCUMENTS, dated as of the 1st day of August, 2019 (the “*Agreement*”) is by and between the **ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation organized and existing under the laws of the State, having an office at 333 West Washington Street, Suite 130 Syracuse, New York (the “*Issuer*”) and **SYRACUSE LABEL CO., INC.**, a New York corporation having its office at 200 Stewart Drive, North Syracuse (the “*Company*”).

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the New York General Municipal Law (the “*Enabling Act*”) was duly enacted into law as Chapter 1030 of the New York Laws of 1969; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages, and towns in the State of New York (the “*State*”) and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip, and dispose of land and any buildings or other improvements, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, or industrial purposes, in order to advance the job opportunities, health, general prosperity, and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such Issuer to acquire property by lease, lease any or all of its properties, to mortgage and pledge any or all of its properties, whether then owned or thereafter acquired, and to pledge the revenues and receipts from the lease thereof; and

WHEREAS, the Issuer was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 435 of the Laws of 1970 of the State and Chapter 676 of the Laws of 1975 of the State, as amended (collectively, with the Enabling Act, the “*Act*”) and is empowered under the Act to undertake the Project (as hereinafter defined) in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, the Issuer, on behalf of the Company previously undertook a project (the “**2015 Project**”) consisting of: (A) (1) the acquisition of lots 12 and 13, and a portion of lot 11 located at the Hancock Airpark, Town of Cicero, County of Onondaga, New York totaling approximately 6 acres (the “**Land**”), (2) the construction on the Land of a new, single floor, approximately 55,000 square foot building (the “**2015 Building**”) and parking improvements (the “**Parking Improvements**” and, together with the 2015 Building, the “**2015 Improvements**”) for use as a manufacturing and warehousing facility, and (3) the

acquisition and installation in and around the 2015 Building of certain items of machinery, equipment and tangible personal property (the "**2015 Equipment**" and, together with the Land and the 2015 Improvements, the "**2015 Project Facility**"); (B) the financing of all or a portion of the costs of the foregoing by the issuance of revenue bonds of the Issuer in one or more issues or series in an aggregate principal amount sufficient to pay the cost of undertaking the Project, together with necessary incidental costs in connection therewith, not to exceed \$6,600,000; (C) the granting of certain other "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including exemptions from sales tax, real property tax and mortgage recording tax (collectively with the Bonds, the "**2015 Financial Assistance**"), consistent with the policies of the Issuer; and (D) the lease (with an obligation to purchase) or sale of the 2015 Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Issuer; and

WHEREAS, the Issuer and Manufacturers and Traders Trust Company, as trustee (the "**Trustee**") entered into a certain Trust Indenture dated as of December 1, 2015 (the "**Initial Indenture**"), pursuant to which the Issuer issued its Tax-Exempt Multi-Modal Revenue Bonds, (Syracuse Label Co., Inc. Project), Series 2015 in a maximum principal amount not to exceed \$6,600,000 (the "**Original Bonds**"); and

WHEREAS, simultaneously with the issuance of the Bonds, the Company executed and delivered the following (collectively, as amended, the "**2015 Documents**"):

(a) Lease to Issuer dated as of December 1, 2015, by and between the Company and the Issuer, and a Memorandum of Lease to Issuer dated as of December 1, 2015 by and between the Issuer and the Company filed on December 24, 2015 in the Onondaga County Clerk's Office in Book/Page 05355/0343, Instrument No. 45690;

(b) Bill of Sale to Onondaga County Industrial Development Agency dated as of December 1, 2015 from the Company to the Issuer;

(c) Installment Sale Agreement (the "**Installment Sale Agreement**") dated as of December 1, 2015 by and between the Issuer and the Company and a Memorandum of Installment Sale Agreement dated as of December 1, 2015 by and between the Issuer and the Company filed on December 24, 2015 in the Onondaga County Clerk's Office in Book/Page 05355/0336, Instrument No. 45689;

(d) Pledge and Assignment with Acknowledgment thereof by Syracuse Label Co., Inc. dated as of December 1, 2015 from the Issuer to the Trustee, and acknowledged by the Company;

(e) Guaranty dated as of December 1, 2015 from the Company to the Trustee;

(f) Building Loan and Credit Agreement dated as of December 1, 2015 among the Issuer, the Company, the Trustee, and M&T Bank, as the initial holder of the Bonds (the "**Initial Holder**");

(g) General Security Agreement dated as of December 1, 2015 from the Company to the Trustee;

(h) Mortgage and Security Agreement dated as of December 1, 2015 from the Company and the Issuer to the Trustee filed on December 24, 2015 in the Onondaga County Clerk's Office in Book/Page 17918/0141, Instrument No. 45687;

(i) Assignment of Leases and Rents dated as of December 1, 2015 from the Company to the Trustee filed on December 24, 2015 in the Onondaga County Clerk's Office in Book/Page 17918/0176, Instrument No. 45688; and

(j) Environmental Compliance and Indemnity Agreement dated as of December 1, 2015 by the Company in favor of the Issuer, the Trustee, and the Initial Holder.

WHEREAS, the Company and the Issuer also executed and delivered (A) a payment in lieu of tax agreement dated as of December 1, 2015 (the "**2015 Payment in Lieu of Tax Agreement**") by and between the Issuer and the Company, pursuant to which the Company agreed to pay certain payments in lieu of taxes with respect to the 2015 Project Facility along with (B) a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Issuer in order for the Issuer to obtain a real property tax exemption with respect to the Improvements under Section 412-a of the Real Property Tax Law) (the "**Real Property Tax Exemption Form**") relating to the 2015 Project Facility and the Payment in Lieu of Tax Agreement, a copy of which was mailed by the Issuer to the assessor and the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act); and

WHEREAS, on November 1, 2016, the Issuer issued its Tax-Exempt Multi-Modal Revenue Bonds (Syracuse Label Co., Inc.), Series 2015 (Reissued) (the "**Reissued Bonds**") for the purpose of modifying certain terms of the Original Bonds and the Company, the Issuer, the Trustee and the Initial Holder entered into a First Omnibus Amendment to Financing Documents (the "**First Amendment**") as of November 1, 2016 to amend certain of the 2015 Documents; and

WHEREAS, on or about November 6, 2018, the Issuer determined to accept an application from the Company, on behalf of itself and/or entities formed on its behalf, and the Issuer further agreed, subject to numerous conditions, to undertake a project (the "**2019 Project**") consisting of the following: (A) (1) acquisition or retention of an interest in the Land; (2) the construction of an approximately 23,000 square foot addition to, and reconstruction of, the 2015 Building (as expanded and renovated, the "**2019 Building**") located on the Land; and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the "**2019 Equipment**") (the Land, the 2019 Building and the 2019 Equipment being collectively referred to as the "**2019 Project Facility**"), such 2019 Project Facility to be used by the Company for manufacturing supply pressure sensitive labels, shrink sleeves, cartons, hang tags, roll fed-wrap labels, flexible packaging and other printed products; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and

use taxes and real property taxes, (subject to the limitations imposed by the Act) (collectively, the “**2019 Financial Assistance**”); and (C) the lease (with an obligation to purchase) or sale of the 2019 Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Issuer; and

WHEREAS, on November 6, 2018, the members of the Issuer duly adopted a resolution (the “**Public Hearing Resolution**”) authorizing the Executive Director of the Issuer, after consultation with the members of the Issuer and the Issuer’s Counsel, to (A) establish the time, date and place for a public hearing of the Issuer to hear all persons interested in the 2019 Project (the “**Public Hearing**”); (B) cause the Public Hearing to be held in a city, town or village where the 2019 Project Facility is located, and cause notice of such Public Hearing to be given to the public by publishing a notice or notices of such Public Hearing in a newspaper of general circulation available to the residents of the governmental units where the 2019 Project Facility is located, such notice or notices to comply with the requirements of Section 859-a of the Act; (C) cause notice of the Public Hearing to be given to the chief executive officer of the County of Onondaga and of each city, town, village and school district in which the 2019 Project Facility is located, such notice or notices to comply with the requirements of Section 859-a of the Act; and (D) conduct such Public Hearing; and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Executive Director of the Issuer (A) caused notice of the Public Hearing to be mailed on November 8, 2018 to the chief executive officers of the county, the town, and the school district in which the 2019 Project Facility is, or is to be, located, (B) caused notice of the Public Hearing to be published on November 8, 2018 in The Post Standard, a newspaper of general circulation available to the residents of the Town of Cicero, Onondaga County, New York, and (C) conducted the Public Hearing on November 26, 2018 at 9:00 a.m., local time, at the Town Hall, Town of Cicero, 8236 Brewerton Road, Cicero, Onondaga County, New York; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as “**SEQRA**”), the Issuer determined (A) that the 2019 Project is an “Unlisted action” which will not have a significant effect on the environment and, therefore, that an environmental impact statement is not required to be prepared with respect to the 2019 Project, and (B) as a consequence of the foregoing, to prepare a negative declaration with respect to the 2019 Project; and

WHEREAS, pursuant to a resolution duly adopted by the members of the Issuer on November 29, 2018 (the “**Approving Resolution**”), the Issuer determined to grant the 2019 Financial Assistance and to enter into certain documents related to the 2019 Financial Assistance to the 2019 Project (collectively, the “**2019 Basic Documents**”); and

WHEREAS, the Land was identified as tax map number 57-02-29.1 at the time of the 2015 Project and was subdivided and renumbered as tax map number 57-02-40.0; and

WHEREAS, the Issuer now proposes to maintain the leasehold interest and interest in the 2015 Equipment created pursuant to the 2015 Documents, and to acquire a leasehold interest in the 2019 Project Facility and a fee interest in the 2019 Equipment; and

WHEREAS, the Issuer and the Company have agreed to amend the 2015 Documents and the 2015 Payment in Lieu of Tax Agreement to include the 2019 Project; and

WHEREAS, the Issuer and the Company have agreed to execute this Agreement and record same, in its entirety, with the amended project description;

WHEREAS, simultaneously with the execution and delivery of this Agreement (the "**Closing**"), (A) the Issuer and the Company will execute and deliver a project agreement dated as of August 1, 2019 (the "**Project Agreement**"), which sets forth the terms and conditions under which the 2019 Financial Assistance shall be provided to the Company, (B) the Company will execute and deliver to the Issuer a bill of sale dated as of August 1, 2019 (the "**Bill of Sale to Issuer**"), which conveys to the Issuer all right, title and interest of the Company in the 2019 Equipment, (C) the Issuer will file with the New York State Department of Taxation and Finance the form entitled "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (the form required to be filed pursuant to Section 874(9) of the Act) (the "**Thirty-Day Sales Tax Report**") for the Company and (D) the Issuer will file with the assessor and mail to the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Issuer in order for the Issuer to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the "**2019 Real Property Tax Exemption Form**") relating to the Project Facility and the Payment in Lieu of Tax Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged it is mutually agreed as follows:

SECTION 1. AMENDMENT OF 2015 TRANSACTION DOCUMENTS. (A) The following definitions found in the 2015 Documents shall be amended and replaced in their entirety:

- (i) "Project" shall now mean the 2015 Project and the 2019 Project.
- (ii) "Building" shall now mean the 2019 Building.
- (iii) "Equipment" shall now mean the 2015 Equipment and the 2019 Equipment.
- (iv) "Project Facility" shall now mean the 2015 Project Facility and the 2019 Project Facility.
- (v) "Financial Assistance" shall now mean the 2015 Financial Assistance and the 2019 Financial Assistance.

(B) Section 2.2(A) of the 2015 Payment in Lieu of Tax Agreement shall be deleted and replaced in its entirety with the following:

(A) Agreement to Make Payments: The Company agrees that it shall make annual payments in lieu of property taxes in the amounts hereinafter provided to the respective Affected Taxing Jurisdictions entitled to receive same pursuant to the provisions hereof. The Company also agrees to give the assessor a copy of this Payment in Lieu of Tax Agreement. The payments due hereunder shall be paid by the Company to the respective appropriate officer or officers of the respective Affected Taxing Jurisdictions charged with receiving payments of taxes for such Affected Taxing Jurisdictions (such officers being collectively hereinafter referred to as the “**Receivers of Taxes**”) for distribution by the Receivers of Taxes to the appropriate Affected Taxing Jurisdictions entitled to receive same pursuant to the provisions hereof. The Company shall pay interest and late charges as required by Section 874 of the Act.

(B) Amount of Payments in Lieu of Taxes: For each roll year beginning on March 1, 2019, the payments in lieu of taxes to be paid by the Company to the various Receivers of Taxes annually on behalf of each Affected Taxing Jurisdictions pursuant to the terms of this Payment in Lieu of Tax Agreement (each a “**Regular PILOT Payment**”) shall be as follows:

PILOT YEAR	Calendar Year	Exemption %	County PILOT Amount	Town (Cicero) PILOT Amount	School (CNS) PILOT Amount
0	2019	100	\$ 2,379	\$ 1,646	\$ 10,158
1	2020	100	\$ 4,270	\$ 2,759	\$ 17,066
2	2021	90	\$ 6,368	\$ 4,515	\$ 27,380
3	2022	80	\$ 8,834	\$ 6,339	\$ 38,100
4	2023	70	\$ 11,393	\$ 8,235	\$ 49,238
5	2024	60	\$ 14,054	\$ 10,205	\$ 60,807
6	2025	50	\$ 16,815	\$ 12,250	\$ 72,817
7	2026	40	\$ 19,680	\$ 14,372	\$ 85,283
8	2027	30	\$ 22,654	\$ 16,574	\$ 98,220
9	2028	20	\$ 23,899	\$ 17,594	\$ 103,783
10	2029	10	\$ 25,185	\$ 18,648	\$ 109,529
TOTAL			\$ 155,532	\$ 113,137	\$ 672,381

Notwithstanding the foregoing schedule, the Company further covenants and agrees that for any period that the Issuer continues to hold a leasehold interest in the Land and Improvements after February 28, 2031, the Company shall pay 100% of the taxes that would be imposed on the Project Facility if the Issuer did not have a leasehold interest in the Project Facility. The Company shall not be liable or responsible for double tax payments associated with this Payment in Lieu of Tax Agreement and the restoration of

the Project Facility to the assessment roll under Section 520 of the Real Property Tax Law.

(C) The Installment Sale Agreement shall be amended as follows:

(i) The following shall be added to Section 2.2:

(N) The Company acknowledges receipt of notice of Section 874(9) of the Act, which requires the Company, as agent of the Issuer, to file within thirty (30) days of the date the Company is appointed the agent of the Company, a statement with the New York State Department of Taxation and Finance, on a form and in such a manner as is prescribed by the Commissioner of Taxation and Finance, identifying the Company as agent of the Issuer, setting forth the taxpayer identification number of the Company, giving a brief description of the goods and/or services intended to be exempted from sales and use taxes as a result of such appointment as agent, indicating an estimate of the value of the goods and/or services to which such appointment as agent relates, indicating the date when such designation as agent became effective and indicating the date upon which such designation as agent shall cease.

(ii) Section 6.6 shall be deleted in its entirety.

(iii) Section 11.1(A) shall be deleted in its entirety and replaced with the following:

(A) The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

Syracuse Label Co., Inc.
200 Stewart Drive
North Syracuse, NY 13212
Attention: Kathleen Alaimo, President

WITH A COPY TO:

Hancock Estabrook, LLP
1800 AXA Tower I
100 Madison Street
Syracuse, NY 13202
Attention: Warren D. Wolfson, Esq.

IF TO THE ISSUER:

Onondaga County Industrial Development Agency
333 W. Washington Street
Syracuse, New York 13202
Attention: Executive Director

WITH A COPY TO:

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

IF TO THE TRUSTEE:

Manufacturers and Traders Trust Company
285 Delaware Avenue, 3rd Floor
Buffalo, New York 14202
Attention: Corporate Trust Department

WITH A COPY TO:

Hodgson Russ LLP
140 Pearl Street, Suite 100
Buffalo, New York 14202
Attention: Michael Reyen, Esq.

IF TO THE INITIAL HOLDER:

Manufacturers and Traders Trust Company
101 South Salina Street
Syracuse, New York 13202
Attention: Ryan McDermott, Vice President

WITH A COPY TO:

Bond, Schoeneck & King, PLLC
One Lincoln Center
110 West Fayette Street
Syracuse, New York 13202
Attention: Matthew N. Wells, Esq.

SECTION 2. REPRESENTATIONS BY COMPANY. (A) The Company represents that (1) the Company has the legal authority to enter into this Agreement, and (2) the Company has authorized the execution, delivery and performance of this Agreement.

(B) The Company further represents that neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and thereby nor the fulfillment of or compliance with the provisions of this Agreement requires the approval of any governmental authority or will conflict with or result in a breach of any of the terms, conditions or provisions of or any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature whatsoever upon any of the properties of the Company under the terms of any such instrument or agreement.

(C) No Event of Default specified in any of the 2015 Documents, as amended to the date hereof, has occurred and no event which with notice or lapse of time or both would become such an Event of Default has occurred and is continuing.

(D) Each of the representations of the Company set forth in each of the 2015 Documents, as amended to the date hereof, is true and correct as of the date hereof.

SECTION 3. PROVISIONS OF THIS AGREEMENT CONSTRUED WITH 2015 DOCUMENTS. All of the covenants, agreements and provisions of this Agreement shall be deemed to be and construed as part of the applicable 2015 Document, as amended by the First Amendment, and vice versa to the same extent as if fully set forth verbatim therein and herein. In the event of any variation or inconsistency between any covenant, agreement or provision contained in this Agreement and any covenant, agreement or provision contained in the applicable 2015 Document, as amended by the First Amendment, the covenant, agreement or provision contained herein shall govern.

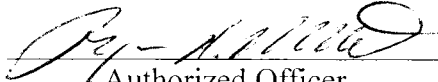
SECTION 4. 2015 DOCUMENTS AS AMENDED TO REMAIN IN EFFECT. Except as amended by the this Agreement, each of the 2015 Documents, as amended by the First Amendment, shall remain in full force and effect and the terms and conditions thereof are hereby confirmed.

SECTION 5. EXECUTION OF COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The undersigned hereby acknowledges and consents to the execution and delivery of the Second Omnibus Amendment to Financing Documents dated as of August 1, 2019 by and between the Onondaga County Industrial Development Agency ""and Syracuse Label Co., Inc., ""as required by Section 11.4 of the Installment Sale Agreement.

MANUFACTURERS AND TRADERS TRUST COMPANY, as Initial Holder

By:  _____
Authorized Officer

Signature Page to Second Omnibus Amendment to Financing Documents
Page 4 of 4



**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 <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor)	Onondaga County Industrial Development Agency		Social security number
	Mailing address	333 West Washington Street		Social security number
	City	State	ZIP code	Federal EIN
	Syracuse	NY	13209	16-0193714
	Single member's name if grantor is a single member LLC (see instructions)			Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee)	Syracuse Label Co., Inc.		Social security number
	Mailing address	200 Stewart Drive		Social security number
	City	State	ZIP code	Federal EIN
	North Syracuse	NY	13212	16-1062515
	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
057.-02-40.0	312489	200 Stewart Drive	Cicero	Onondaga

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house	5 <input checked="" type="checkbox"/> Commercial/Industrial	Date of conveyance	Percentage of real property conveyed which is residential real property _____ %
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building	08 01 2019	(see instructions)
3 <input type="checkbox"/> Residential condominium	7 <input type="checkbox"/> Office building	month day year	
4 <input type="checkbox"/> Vacant land	8 <input type="checkbox"/> Other _____		

Condition of conveyance (check all that apply)

- | | | |
|---|--|--|
| a. <input type="checkbox"/> Conveyance of fee interest | f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F) | i. <input type="checkbox"/> Option assignment or surrender |
| b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %) | g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G) | m. <input type="checkbox"/> Leasehold assignment or surrender |
| c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %) | h. <input type="checkbox"/> Conveyance of cooperative apartment(s) | n. <input checked="" type="checkbox"/> Leasehold grant |
| d. <input type="checkbox"/> Conveyance to cooperative housing corporation | i. <input type="checkbox"/> Syndication | o. <input type="checkbox"/> Conveyance of an easement |
| e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | j. <input type="checkbox"/> Conveyance of air rights or development rights | p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III) |
| | k. <input type="checkbox"/> Contract assignment | q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state |
| | | r. <input type="checkbox"/> Conveyance pursuant to divorce or separation |
| | | s. <input type="checkbox"/> Other (describe) _____ |

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B., Part I \$ _____ Schedule B., Part II \$ _____		

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

Part I — Computation of tax due

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

1.		1 00
2.		
3.		
4.		
5.		
6.		0 00

Part II — 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 I, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		0 00

Part III — Explanation of exemption claimed on Part I, line 1 (check 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, the state of New York, 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, section 1401(e) (attach documents supporting such claim) k

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. 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 12205-5045.

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: (check the appropriate box)

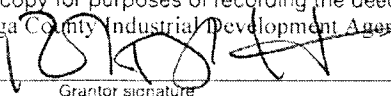

- 1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property 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.
 - 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).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - 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.

Please 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.

- 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 certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - 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 or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

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  _____ Grantor signature	Exec. Director _____ Title	Syracuse Label Co., Inc.  _____ Grantee signature	Authorized Rep. _____ 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 checked 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 or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 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 II, and check the second box under **Exemptions for nonresident transferor(s)/seller(s)** and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (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, please 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, section 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, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (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, section 663(c), check 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, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please 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 page 1 of Form TP-584-I.

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, section 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