



Department of
Environmental
Conservation

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

Check the appropriate box below based on the nature of the amendment modification requested:

Amendment to [check one or more boxes below]

- Add
- Substitute
- Remove
- Change in Name

applicant(s) to the existing Brownfield Cleanup Agreement [*Complete Section I-IV below and Part II*]

Does this proposed amendment involve a transfer of title to all or part of the brownfield site? Yes No

If yes, pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been previously submitted. If not, please submit this form with this Amendment. See <http://www.dec.ny.gov/chemical/76250.html>

Amendment to modify description of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Sections I and V below and Part II*]

Amendment to Expand or Reduce property boundaries of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Section I and V below and Part II*]

Sites in Bronx, Kings, New York, Queens, or Richmond counties ONLY: Amendment to request determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit. Please answer questions on the supplement at the end of the form.

Other (explain in detail below)

Please provide a brief narrative on the nature of the amendment:
See attached Narrative.

Please refer to the attached instructions for guidance on filling out this application

ALCO- MAXON SITE – PARCEL A

Site ID No. C447042

BCA Index No. C447042-08-10

**ADDRESS: 301 Nott Street,
Schenectady, NY 12305**

BRIEF NARRATIVE

Maxon ALCO Holdings LLC desires to amend the Brownfield Cleanup Agreement for ALCO-Maxon Site- Parcel A to add 21 entities as additional volunteer applicants under the Brownfield Cleanup Agreement dated August 18, 2010. The 21 entities are either owned by or related to Maxon ALCO Holdings, LLC, the Volunteer in the BCP. None of the 21 entities owned, operated or existed during the time that there were contaminant releases on or at the property. A list setting forth the names of the 21 entities is attached as Exhibit 1. Mohawk Property Company Holdings LLC is owned by Francesco Galesi and David M. Buicko, 50% each. Mohawk Property Company LLC is owned by Mohawk Property Company Holdings LLC. Mohawk Property Company LLC has a name in New York – Mohawk PropCo LLC. Authorization and consent allowing David M. Buicko, Authorized Representative of the Maxon ALCO Holdings LLC to amend the Brownfield Cleanup Agreement and to sign all documents to effectuate the amendment on behalf of the 21 separate entities is attached as Exhibit 2. DOS listings showing that the 21 entities are authorized to conduct business in NYS are attached as Exhibit 3. The amendment does not involve a transfer of title. If and when such transfer of title takes place, a change of use pursuant to 6 NYCRR Part 375-1.11(d) will be submitted.

Section I. Existing Application Information		
BCP SITE NAME: ALCO- Maxon Site - Parcel A		BCP SITE NUMBER: C447042
NAME OF CURRENT APPLICANT(S): Maxon ALCO Holdings LLC		
INDEX NUMBER OF EXISTING AGREEMENT: C447042-08-10		DATE OF EXISTING AGREEMENT: 8/18/10
Section II. New Requestor Information (If no change to Current Applicant, skip to Section V)		
NAME See attached list of 21 entities attached as Exhibit 1		
ADDRESS c/o General Counsel, 695 Rotterdam Industrial Park		
CITY/TOWN Schenectady, NY		ZIP CODE 12306
PHONE 518-356-4445	FAX	E-MAIL
Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<ul style="list-style-type: none"> If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. The DOS entity information for each is attached hereto as Exhibit 3. 		
NAME OF NEW REQUESTOR'S REPRESENTATIVE David M. Buicko		
ADDRESS 695 Industrial Park		
CITY/TOWN Scheenctady		ZIP CODE 12306
PHONE 518-356-4445	FAX	E-MAIL
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable)		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Describe Requestor's Relationship to Existing Applicant:		

Section III. Current Property Owner/Operator Information (only include if new owner/operator or new existing owner/operator information is provided, and highlight new information)

OWNER'S NAME (if different from requestor)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

OPERATOR'S NAME (if different from requestor or owner)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

Section IV. Eligibility Information for New Requestor (Please refer to ECL § 27-1407 for more detail)

If answering "yes" to any of the following questions, please provide an explanation as an attachment.

1. Are any enforcement actions pending against the requestor regarding this site? Yes No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site? Yes No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Yes No
Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the subject law; ii) any order or determination; iii) any regulation implementing ECL Article 27 Title 14; or iv) any similar statute, regulation of the state or federal government? If so, provide an explanation on a separate attachment. Yes No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, Department assigned site number, the reason for denial, and other relevant information. Yes No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants? Yes No
7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state? Yes No
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department? Yes No
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application? Yes No
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order? Yes No
11. Have all known bulk storage tanks on-site been registered with DEC? Yes No

THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL §27-1405 (1) BY CHECKING ONE OF THE BOXES BELOW:

PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: i) stop any continuing discharge; ii) prevent any threatened future release; iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste.

If a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.

Requestor's Relationship to Property (check one):

Prior Owner Current Owner Potential /Future Purchaser Other _____

If requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site Is this proof attached? Yes No

Note: a purchase contract does not suffice as proof of access.

Section V. Property description and description of changes/additions/reductions (if applicable)

ADDRESS 301 Nott Street

CITY/TOWN Schenectady

ZIP CODE 12305

TAX BLOCK AND LOT (TBL) (in existing agreement)

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
See attached list					

ALCO- MAXON SITE – PARCEL A

Site ID No. C447042

BCA Index No. C447042-08-10

ADDRESS: 301 Nott Street,
Schenectady, NY 12305

TAX BLOCK AND LOT (TBL) (In Existing Agreement)

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.
301 Nott Street Schenectady, NY	39	41	1	1.1
301 Nott Street Schenectady, NY	39	41	1	1.2
301 Nott Street Schenectady, NY	39	41	1	2
301 Nott Street Schenectady, NY	39	41	1	3
301 Nott Street Schenectady, NY	39	34	1	1.1
301 Nott Street Schenectady, NY	39	49	2	1.311

Check appropriate boxes below:

- Changes to metes and bounds description or TBL correction
- Addition of property (may require additional citizen participation depending on the nature of the expansion – see attached instructions)

Approximate acreage added: _____

ADDITIONAL PARCELS:

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage

- Reduction of property

Approximate acreage removed: _____

PARCELS REMOVED:

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage

If requesting to modify a metes and bounds description or requesting changes to the boundaries of a site, please attach a revised metes and bounds description, survey, or acceptable site map to this application.

Supplement to the Application To Amend Brownfield Cleanup Agreement And Amendment - Questions for Sites Seeking Tangible Property Credits in New York City ONLY.

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please answer questions below and provide documentation necessary to support answers.	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>From ECL 27-1405(31):</p> <p>"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p>	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>From 6 NYCRR 375- 3.2(a) as of July 1, 2015:</p> <p>(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, that defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, that sets affordable units aside for tenants at a defined maximum percentage of the area median income.</p> <p>(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.</p>	

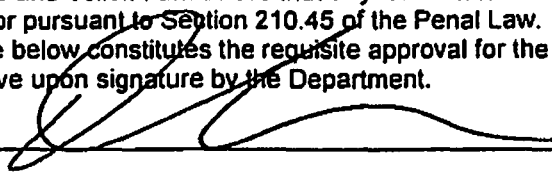
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INDEX NUMBER OF EXISTING AGREEMENT: C447042-08-10	
EFFECTIVE DATE OF EXISTING AGREEMENT: 8/18/10	

Declaration of Amendment:

By the Requestor(s) and/or Applicant(s) signatures below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from any obligations held under the Agreement or those same laws.

Statement of Certification and Signatures: New Requestor(s) (if applicable)
(Individual)
I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.
Date: _____ Signature: _____
Print Name: _____
(Entity)
I hereby affirm that I am (title <u>authorized representative</u>) of (entity <u>Maxon Hotel, LLC</u>); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.
<u>David M. Buicko's</u> signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.
Date: <u>2/9/16</u> Signature: 
Print Name: <u>David M. Buicko</u>

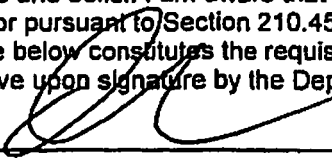
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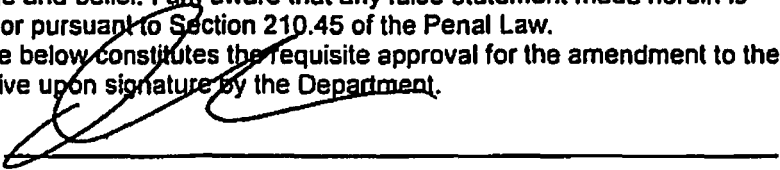
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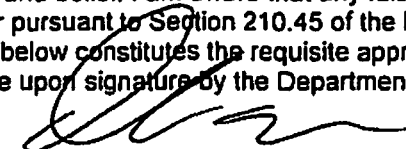
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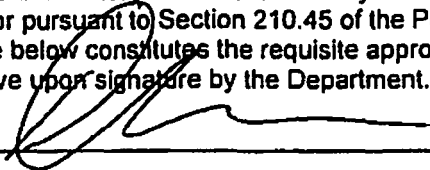
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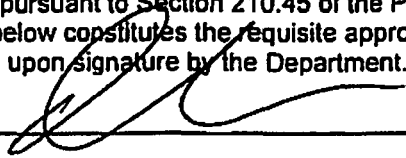
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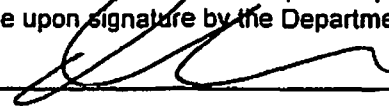
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<p>Statement of Certification and Signatures: New Requestor(s) (If applicable)</p> <p>(Individual)</p> <p>I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p> <p>(Entity)</p> <p>I hereby affirm that I am (title <u>authorized representative</u>) of (entity <u>Westcott Road Associates, LLC</u>); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.</p> <p><u>David M. Buicko's</u> signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: <u>2/9/16</u> Signature: </p> <p>Print Name: <u>David M. Buicko</u></p>

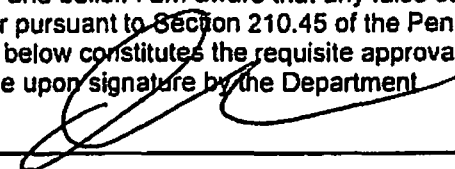
PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: ALCO -Maxon Site-Parcel A	BCP SITE NUMBER: C447042
NAME OF CURRENT APPLICANT(S): Maxon ALCO Holdings LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C447042-08-10	
EFFECTIVE DATE OF EXISTING AGREEMENT: 8/18/10	

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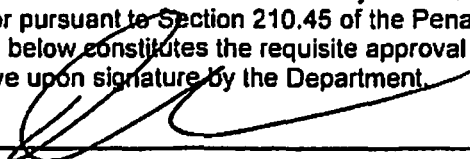
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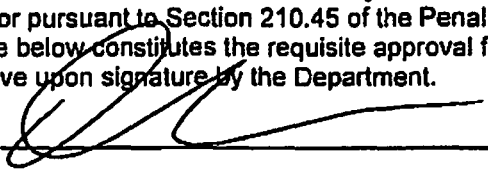
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Existing Agreement Information	
BCP SITE NAME: ALCO -Maxon Site-Parcel A	BCP SITE NUMBER: C447042
NAME OF CURRENT APPLICANT(S): Maxon ALCO Holdings LLC	
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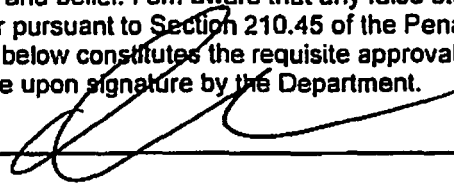
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Date: _____ Signature: _____
Print Name: _____
(Entity)
I hereby affirm that I am (title <u>authorized representative</u>) of (entity <u>West Yard Properties, LLC</u>); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.
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Print Name: <u>David M. Buicko</u>

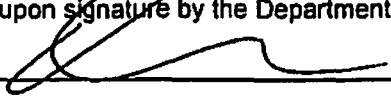
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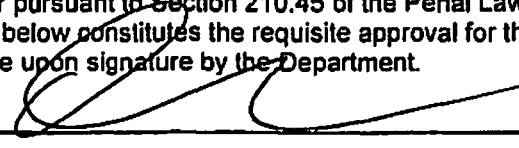
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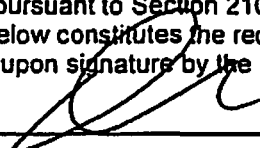
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NAME OF CURRENT APPLICANT(S): Maxon ALCO Holdings LLC	
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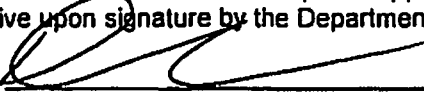
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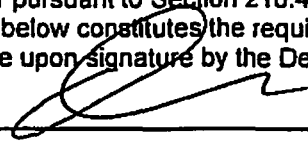
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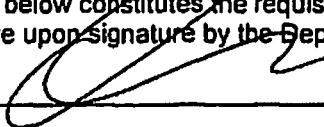
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NAME OF CURRENT APPLICANT(S): Maxon ALCO Holdings LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C447042-08-10	
EFFECTIVE DATE OF EXISTING AGREEMENT: 8/18/10	

Declaration of Amendment:

By the Requestor(s) and/or Applicant(s) signatures below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from any obligations held under the Agreement or those same laws.

<p>Statement of Certification and Signatures: New Requestor(s) (if applicable)</p> <p>(Individual)</p> <p>I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p> <p>(Entity)</p> <p>I hereby affirm that I am (title <u>authorized representative</u>) of (entity <u>Alco RE Properties, LLC</u>); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.</p> <p><u>David M. Buicko's</u> signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: <u>2/9/16</u> Signature: </p> <p>Print Name: <u>David M. Buicko</u></p>
--

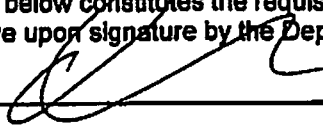
PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: ALCO -Maxon Site-Parcel A	BCP SITE NUMBER: C447042
NAME OF CURRENT APPLICANT(S): Maxon ALCO Holdings LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C447042-08-10	
EFFECTIVE DATE OF EXISTING AGREEMENT: 8/18/10	

Declaration of Amendment:

By the Requestor(s) and/or Applicant(s) signatures below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from any obligations held under the Agreement or those same laws.

Statement of Certification and Signatures: New Requestor(s) (If applicable)	
(Individual)	
I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.	
Date: _____	Signature: _____
Print Name: _____	
(Entity)	
I hereby affirm that I am (title <u>authorized representative</u>) of (entity <u>Mohawk Property Company Holdings LLC</u>); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.	
<u>David M. Buicko's</u> signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.	
Date: <u>2/9/16</u>	Signature: 
Print Name: <u>David M. Buicko</u>	

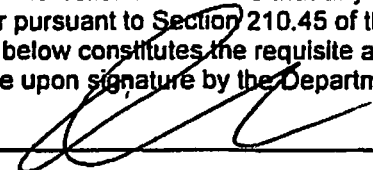
PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: ALCO -Maxon Site-Parcel A	BCP SITE NUMBER: C447042
NAME OF CURRENT APPLICANT(S): Maxon ALCO Holdings LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C447042-08-10	
EFFECTIVE DATE OF EXISTING AGREEMENT: 8/18/10	

Declaration of Amendment:

By the Requestor(s) and/or Applicant(s) signatures below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from any obligations held under the Agreement or those same laws.

<p>Statement of Certification and Signatures: New Requestor(s) (if applicable)</p> <p>(Individual)</p> <p>I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p> <p>(Entity)</p> <p>I hereby affirm that I am (title <u>authorized representative</u>) of (entity <u>Mohawk Property Company LLC</u>); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.</p> <p><u>David M. Buicko's</u> signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: <u>2/9/16</u> Signature: </p> <p>Print Name: <u>David M. Buicko</u></p>
--

ALCO- MAXON SITE – PARCEL A

Site ID No. C447042

BCA Index No. C447042-08-10

**ADDRESS: 301 Nott Street,
Schenectady, NY 12305**

TAX BLOCK AND LOT (TBL) (In Existing Agreement)

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.
301 Nott Street Schenectady, NY	39	41	1	1.2
301 Nott Street Schenectady, NY	39	41	1	1.2
301 Nott Street Schenectady, NY	39	41	1	3
301 Nott Street Schenectady, NY	39	49	2	1.311
301 Nott Street Schenectady, NY	39	34	1	1.1

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am an authorized representative (title) of Maxon ALCO Holdings LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. David M. Buicko's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: January 29 2016 Signature: 

Print Name: David M. Buicko

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

<input type="checkbox"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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Effective Date of the Original Agreement:

Signature by the Department:

DATED:

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

Robert W. Schick, P.E., Director
Division of Environmental Remediation

SUBMITTAL INFORMATION:

- **Two (2) copies, one hard copy with original signatures and one electronic copy in Portable Document Format (PDF) must be sent to:**

Chief, Site Control Section
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233-7020

FOR DEPARTMENT USE ONLY

BCP SITE T&A CODE: _____ **LEAD OFFICE:** _____

PROJECT MANAGER: _____

**BROWNFIELD CLEANUP PROGRAM (BCP)
INSTRUCTIONS FOR COMPLETING A BCP AMENDMENT APPLICATION**

This form must be used to add a party, modify a property description, or reduce/expand property boundaries for an existing BCP Agreement and/or Application. **NOTE: DEC requires a standard application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.**

SECTION II NEW REQUESTOR INFORMATION
Requestor Name

Provide the name of the person(s)/entity requesting participation in the BCP. (If more than one, attach additional sheets with requested information. If an LLC, the members/owners names need to be provided on a separate attachment). The requestor is the person or entity seeking DEC review and approval of the remedial program.

If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's Corporation & Business Entity Database. A print-out of entity information from the database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.

Requestor Address, etc.

Provide the requestor's mailing address, telephone number; fax number and e-mail address.

Representative Name, Address, etc.

Provide information for the requestor's authorized representative. This is the person to whom all correspondence, notices, etc will be sent, and who will be listed as the contact person in the BCA. Invoices will be sent to the representative unless another contact name and address is provided with the application.

Consultant Name, Address, etc.

Provide information for the requestor's consultant.

Attorney Name, Address, etc.

Provide information for the requestor's attorney.

SECTION III CURRENT PROPERTY OWNER/OPERATOR INFORMATION - only include if new owner/operator or new existing owner/operator information is provided, and highlight new information in form.

Owner Name, Address, etc.

Provide information for the new owner of the property. List all new parties holding an interest in the property.

Operator Name, Address, etc.

Provide information for the new operator (if different from the new requestor or owner).

SECTION IV**NEW REQUESTOR ELIGIBILITY INFORMATION**

As a separate attachment, provide complete and detailed information in response to any eligibility questions answered in the affirmative. It is permissible to reference specific sections of existing property reports; however, it is requested that such information be summarized. For properties with multiple addresses or tax parcels, please include this information for each address or tax parcel.

SECTION V PROPERTY DESCRIPTION AND DESCRIPTION OF CHANGES / ADDITIONS / REDUCTIONS (IF APPLICABLE)

NOTE: DEC requires a standard application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.

Property Address

Provide a street address, city/town, and zip code. For properties with multiple addresses, provide information for all.

Tax Parcel Information

Provide the tax parcel/section/block/lot information. If requesting to modify a metes and bounds description or requesting changes to the boundaries of a site, please attach a revised metes and bounds description, survey, and/or acceptable site map to this application. Tax map information may be obtained from the tax assessor's office for all tax parcels that are included in the property boundaries. Attach a county tax map with identifier numbers, along with any figures needed to show the location and boundaries of the property. Include a USGS 7.5 minute quad map on which the property appears.

EXHIBIT 1

**CONSENT OF
MAXON ALCO HOLDINGS, LLC TO COMPANY ACTION**

The undersigned, **MAXON ALCO HOLDINGS, LLC**, a New York limited liability company having its place of business at 695 Rotterdam Industrial Park, Schenectady, New York 12306 ("Company" and sometimes also referred to as "MAH") is duly authorized to act herein as contemplated by Article V of the Amended and Restated Operating Agreement of the Company dated January 1, 2010, does hereby consent to the following action by said company:

1. THAT the Company is not in dissolution, but a valid and active corporation in the State of New York;
2. THAT on August 18, 2010 MAH entered into certain Brownfield Cleanup Programs (the BCP") with New York State Department of Environmental Conservation for properties commonly known as "Parcel A", as identified by NYSDEC BCP as #C447042-08-10 (the "Parcel A BCP"); "Parcel B", as identified by NYSDEC as BCP 447043-08-10 ("Parcel B BCP"); and Parcel C, as identified by NYSDEC as "Parcel C BCP", and collectively with Parcel A BCP and Parcel B BCP hereinafter referred to as the "BCP Parcels", all of which are located within the former Alco property in Schenectady, New York.
3. THAT the Company consents to and authorizes the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Agreement and Amendment" pursuant to the BCP Parcels (the "BCP Parcel Amendments").
4. THAT the Company desires to amend the BCP Parcels to add various entities of the Company (as listed on Exhibit A attached hereto and made a part hereof) as additional Volunteer Applicants under the BCP.
5. THAT the undersigned, David M. Buicko, Authorized Representative of the Company, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCP Parcel Amendments, and any other documentation required to be executed in connection with the BCP Parcel Amendments and/or the BCP, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein: and
6. THAT the execution and delivery of any document authorized by this Consent by the Company, shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

Signature page follows

Dated this 8 day of January, 2016

By: MAXON ALCO HOLDINGS, LLC,

By:



David M. Buicko, Authorized Representative

EXHIBIT A

ENTITIES TO JOIN AS ADDITIONAL VOLUNTEERS APPLICANTS

Entities Directly Owned by Maxon Alco Holdings, LLC

Maxon Hotel, LLC
Alco Hotel, LLC
Maxon Alco Properties, LLC
Prestige Parkway Associates, LLC
Prestige Parkway Properties, LLC
Westcott Road Development, LLC
Westcott Road Associates, LLC
Airline Drive Development, LLC
Airline Boulevard Properties, LLC
Cohoes Avenue Development, LLC
Cohoes Avenue Associates, LLC
West Yard Properties, LLC
West Yard Associates, LLC
Sitterly Street Enterprises, LLC
Erie Way Properties, LLC
Erie Way Associates, LLC
Locomotive Lane Properties, LLC
Mohawk Restoration, LLC
Alco RE Properties, LLC
Mohawk Property Company Holdings LLC

Entities Which are Related Entities of Maxon Alco Holdings, LLC

Mohawk Property Company Holdings LLC

Mohawk Property Company, LLC

EXHIBIT 2

**AUTHORIZATION AND CONSENT OF MEMBER MANAGER OF
MAXON ALCO HOLDINGS, LLC TO COMPANY ACTION**

The undersigned, MAXON ALCO HOLDINGS, LLC, a New York limited liability company having its place of business at 695 Rotterdam Industrial Park, Schenectady, New York 12306 ("MAH"), in its capacity as Managing Member of AIRLINE DRIVE DEVELOPMENT, LLC, a New York corporation (the "Company"), is duly authorized to act herein as contemplated by Article V of the Operating Agreement of the Company dated March 23, 2015, does hereby consent to the following action by said company:

1. THAT the Company is not in dissolution, but a valid and active corporation in the State of New York;
2. THAT on August 18, 2010 MAH entered into certain Brownfield Cleanup Programs (the BCP") with New York State Department of Environmental Conservation for properties commonly known as "Parcel A", as identified by NYSDEC BCP as #C447042-08-10 (the "Parcel A BCP"); "Parcel B", as identified by NYSDEC as BCP 447043-08-10 ("Parcel B BCP"); and Parcel C, as identified by NYSDEC as "Parcel C BCP", and collectively with Parcel A BCP and Parcel B BCP hereinafter referred to as the "BCP Parcels", all of which are located within the former Alco property in Schenectady, New York.
3. THAT the Company authorizes David Buicko and consents to and authorizes the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Agreement and Amendment" pursuant to the BCP Parcels (the "BCP Parcel Amendments").
4. THAT the Company desires to amend the BCP Parcels to add the Company as an additional Volunteer Applicant under the BCP.
5. THAT the undersigned, David M. Buicko, Authorized Representative of the Member Manager, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCP Parcel Amendments, and any other documentation required to be executed in connection with the BCP Parcel Amendments and/or the BCP, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein: and
4. THAT the execution and delivery of any document authorized by this Consent by Mr. Buicko on behalf of the Company shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

Dated this 8 day of January, 2016

AIRLINE DRIVE DEVELOPMENT, LLC

By: MAXON ALCO HOLDINGS, LLC, Managing Member

By:



David M. Buicko, Authorized Representative

**AUTHORIZATION AND CONSENT OF MEMBER MANAGER OF
MAXON ALCO HOLDINGS, LLC TO COMPANY ACTION**

The undersigned, MAXON ALCO HOLDINGS, LLC, a New York limited liability company having its place of business at 695 Rotterdam Industrial Park, Schenectady, New York 12306 ("MAH"), in its capacity as Managing Member of ALCO HOTEL, LLC, a New York corporation (the "Company"), is duly authorized to act herein as contemplated by Article V of the Operating Agreement of the Company dated March 23, 2015, does hereby consent to the following action by said company:

1. THAT the Company is not in dissolution, but a valid and active corporation in the State of New York;
2. THAT on August 18, 2010 MAH entered into certain Brownfield Cleanup Programs (the BCP") with New York State Department of Environmental Conservation for properties commonly known as "Parcel A", as identified by NYSDEC BCP as #C447042-08-10 (the "Parcel A BCP"); "Parcel B", as identified by NYSDEC as BCP 447043-08-10 ("Parcel B BCP"); and Parcel C, as identified by NYSDEC as "Parcel C BCP", and collectively with Parcel A BCP and Parcel B BCP hereinafter referred to as the "BCP Parcels", all of which are located within the former Alco property in Schenectady, New York.
3. THAT the Company authorizes David Buicko and consents to and authorizes the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Agreement and Amendment" pursuant to the BCP Parcels (the "BCP Parcel Amendments").
4. THAT the Company desires to amend the BCP Parcels to add the Company as an additional Volunteer Applicant under the BCP.
5. THAT the undersigned, David M. Buicko, Authorized Representative of the Member Manager, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCP Parcel Amendments, and any other documentation required to be executed in connection with the BCP Parcel Amendments and/or the BCP, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein: and
4. THAT the execution and delivery of any document authorized by this Consent by Mr. Buicko on behalf of the Company shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

Dated this 8 day of January, 2016

ALCO HOTEL, LLC

By: MAXON ALCO HOLDINGS, LLC, Managing Member

By:



David M. Buicko, Authorized Representative

**AUTHORIZATION AND CONSENT OF MEMBER MANAGER OF
MAXON ALCO HOLDINGS, LLC TO COMPANY ACTION**

The undersigned, MAXON ALCO HOLDINGS, LLC, a New York limited liability company having its place of business at 695 Rotterdam Industrial Park, Schenectady, New York 12306 ("MAH"), in its capacity as Managing Member of AIRLINE BOULEVARD PROPERTIES, LLC, a New York corporation (the "Company"), is duly authorized to act herein as contemplated by Article V of the Operating Agreement of the Company dated March 23, 2015, does hereby consent to the following action by said company:

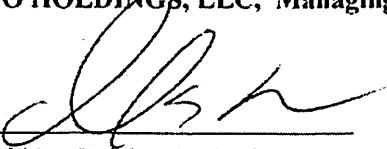
1. THAT the Company is not in dissolution, but a valid and active corporation in the State of New York;
2. THAT on August 18, 2010 MAH entered into certain Brownfield Cleanup Programs (the BCP") with New York State Department of Environmental Conservation for properties commonly known as "Parcel A", as identified by NYSDEC BCP as #C447042-08-10 (the "Parcel A BCP"); "Parcel B", as identified by NYSDEC as BCP 447043-08-10 ("Parcel B BCP"); and Parcel C, as identified by NYSDEC as "Parcel C BCP", and collectively with Parcel A BCP and Parcel B BCP hereinafter referred to as the "BCP Parcels", all of which are located within the former Alco property in Schenectady, New York.
3. THAT the Company authorizes David Buicko and consents to and authorizes the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Agreement and Amendment" pursuant to the BCP Parcels (the "BCP Parcel Amendments").
4. THAT the Company desires to amend the BCP Parcels to add the Company as an additional Volunteer Applicant under the BCP.
5. THAT the undersigned, David M. Buicko, Authorized Representative of the Member Manager, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCP Parcel Amendments, and any other documentation required to be executed in connection with the BCP Parcel Amendments and/or the BCP, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein; and
4. THAT the execution and delivery of any document authorized by this Consent by Mr. Buicko on behalf of the Company shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

Dated this 8 day of January, 2016

AIRLINE BOULEVARD PROPERTIES, LLC

By: MAXON ALCO HOLDINGS, LLC, Managing Member

By:



David M. Buicko, Authorized Representative

**AUTHORIZATION AND CONSENT OF MEMBER MANAGER OF
MAXON ALCO HOLDINGS, LLC TO COMPANY ACTION**

The undersigned, MAXON ALCO HOLDINGS, LLC, a New York limited liability company having its place of business at 695 Rotterdam Industrial Park, Schenectady, New York 12306 ("MAH"), in its capacity as Managing Member ALCO RE PROPERTIES, LLC, a New York corporation (the "Company"), is duly authorized to act herein as contemplated by Article V of the Operating Agreement of the Company dated March 23, 2015, does hereby consent to the following action by said company:

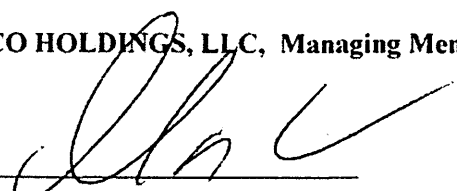
1. THAT the Company is not in dissolution, but a valid and active corporation in the State of New York;
2. THAT on August 18, 2010 MAH entered into certain Brownfield Cleanup Programs (the BCP") with New York State Department of Environmental Conservation for properties commonly known as "Parcel A", as identified by NYSDEC BCP as #C447042-08-10 (the "Parcel A BCP"); "Parcel B", as identified by NYSDEC as BCP 447043-08-10 ("Parcel B BCP"); and Parcel C, as identified by NYSDEC as "Parcel C BCP", and collectively with Parcel A BCP and Parcel B BCP hereinafter referred to as the "BCP Parcels", all of which are located within the former Alco property in Schenectady, New York.
3. THAT the Company authorizes David Buicko and consents to and authorizes the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Agreement and Amendment" pursuant to the BCP Parcels (the "BCP Parcel Amendments").
4. THAT the Company desires to amend the BCP Parcels to add the Company as an additional Volunteer Applicant under the BCP.
5. THAT the undersigned, David M. Buicko, Authorized Representative of the Member Manager, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCP Parcel Amendments, and any other documentation required to be executed in connection with the BCP Parcel Amendments and/or the BCP, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein; and
4. THAT the execution and delivery of any document authorized by this Consent by Mr. Buicko on behalf of the Company shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

Dated this 8 day of January, 2016

ALCO RE PROPERTIES, LLC

By: MAXON ALCO HOLDINGS, LLC, Managing Member

By:



David M. Buicko, Authorized Representative

**AUTHORIZATION AND CONSENT OF MEMBER MANAGER OF
MAXON ALCO HOLDINGS, LLC TO COMPANY ACTION**

The undersigned, MAXON ALCO HOLDINGS, LLC, a New York limited liability company having its place of business at 695 Rotterdam Industrial Park, Schenectady, New York 12306 ("MAH"), in its capacity as Managing Member of COHOES AVENUE ASSOCIATES, LLC, a New York corporation (the "Company"), is duly authorized to act herein as contemplated by Article V of the Operating Agreement of the Company dated March 23, 2015, does hereby consent to the following action by said company:

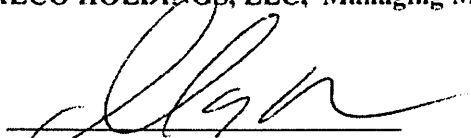
1. THAT the Company is not in dissolution, but a valid and active corporation in the State of New York;
2. THAT on August 18, 2010 MAH entered into certain Brownfield Cleanup Programs (the BCP") with New York State Department of Environmental Conservation for properties commonly known as "Parcel A", as identified by NYSDEC BCP as #C447042-08-10 (the "Parcel A BCP"); "Parcel B", as identified by NYSDEC as BCP 447043-08-10 ("Parcel B BCP"); and Parcel C, as identified by NYSDEC as "Parcel C BCP", and collectively with Parcel A BCP and Parcel B BCP hereinafter referred to as the "BCP Parcels", all of which are located within the former Alco property in Schenectady, New York.
3. THAT the Company authorizes David Buicko and consents to and authorizes the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Agreement and Amendment" pursuant to the BCP Parcels (the "BCP Parcel Amendments").
4. THAT the Company desires to amend the BCP Parcels to add the Company as an additional Volunteer Applicant under the BCP.
5. THAT the undersigned, David M. Buicko, Authorized Representative of the Member Manager, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCP Parcel Amendments, and any other documentation required to be executed in connection with the BCP Parcel Amendments and/or the BCP, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein; and
4. THAT the execution and delivery of any document authorized by this Consent by Mr. Buicko on behalf of the Company shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

Dated this 9 day of January, 2016

COHOES AVENUE ASSOCIATES, LLC

By: MAXON ALCO HOLDINGS, LLC, Managing Member

By:



David M. Buicko, Authorized Representative

**AUTHORIZATION AND CONSENT OF MEMBER MANAGER OF
MAXON ALCO HOLDINGS, LLC TO COMPANY ACTION**

The undersigned, MAXON ALCO HOLDINGS, LLC, a New York limited liability company having its place of business at 695 Rotterdam Industrial Park, Schenectady, New York 12306 ("MAH"), in its capacity as Managing Member ERIE WAY ASSOCIATES, LLC, a New York corporation (the "Company"), is duly authorized to act herein as contemplated by Article V of the Operating Agreement of the Company dated March 23, 2015, does hereby consent to the following action by said company:

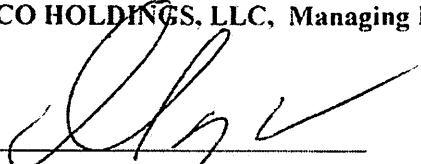
1. THAT the Company is not in dissolution, but a valid and active corporation in the State of New York;
2. THAT on August 18, 2010 MAH entered into certain Brownfield Cleanup Programs (the BCP") with New York State Department of Environmental Conservation for properties commonly known as "Parcel A", as identified by NYSDEC BCP as #C447042-08-10 (the "Parcel A BCP"); "Parcel B", as identified by NYSDEC as BCP 447043-08-10 ("Parcel B BCP"); and Parcel C, as identified by NYSDEC as "Parcel C BCP", and collectively with Parcel A BCP and Parcel B BCP hereinafter referred to as the "BCP Parcels", all of which are located within the former Alco property in Schenectady, New York.
3. THAT the Company authorizes David Buicko and consents to and authorizes the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Agreement and Amendment" pursuant to the BCP Parcels (the "BCP Parcel Amendments").
4. THAT the Company desires to amend the BCP Parcels to add the Company as an additional Volunteer Applicant under the BCP.
5. THAT the undersigned, David M. Buicko, Authorized Representative of the Member Manager, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCP Parcel Amendments, and any other documentation required to be executed in connection with the BCP Parcel Amendments and/or the BCP, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein; and
4. THAT the execution and delivery of any document authorized by this Consent by Mr. Buicko on behalf of the Company shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

Dated this 8 day of January, 2016

ERIE WAY ASSOCIATES, LLC

By: MAXON ALCO HOLDINGS, LLC, Managing Member

By:



David M. Buicko, Authorized Representative

**AUTHORIZATION AND CONSENT OF MEMBER MANAGER OF
MAXON ALCO HOLDINGS, LLC TO COMPANY ACTION**

The undersigned, MAXON ALCO HOLDINGS, LLC, a New York limited liability company having its place of business at 695 Rotterdam Industrial Park, Schenectady, New York 12306 ("MAH"), in its capacity as Managing Member ERIE WAY PROPERTIES, LLC, a New York corporation (the "Company"), is duly authorized to act herein as contemplated by Article V of the Operating Agreement of the Company dated March 23, 2015, does hereby consent to the following action by said company:

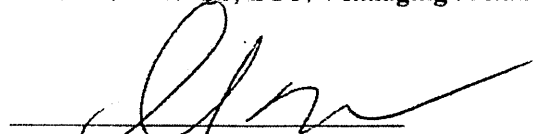
1. THAT the Company is not in dissolution, but a valid and active corporation in the State of New York;
2. THAT on August 18, 2010 MAH entered into certain Brownfield Cleanup Programs (the BCP") with New York State Department of Environmental Conservation for properties commonly known as "Parcel A", as identified by NYSDEC BCP as #C447042-08-10 (the "Parcel A BCP"); "Parcel B", as identified by NYSDEC as BCP 447043-08-10 ("Parcel B BCP"); and Parcel C, as identified by NYSDEC as "Parcel C BCP", and collectively with Parcel A BCP and Parcel B BCP hereinafter referred to as the "BCP Parcels", all of which are located within the former Alco property in Schenectady, New York.
3. THAT the Company authorizes David Buicko and consents to and authorizes the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Agreement and Amendment" pursuant to the BCP Parcels (the "BCP Parcel Amendments").
4. THAT the Company desires to amend the BCP Parcels to add the Company as an additional Volunteer Applicant under the BCP.
5. THAT the undersigned, David M. Buicko, Authorized Representative of the Member Manager, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCP Parcel Amendments, and any other documentation required to be executed in connection with the BCP Parcel Amendments and/or the BCP, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein; and
4. THAT the execution and delivery of any document authorized by this Consent by Mr. Buicko on behalf of the Company shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

Dated this 8 day of January, 2016

ERIE WAY PROPERTIES, LLC

By: MAXON ALCO HOLDINGS, LLC, Managing Member

By:



David M. Burcko, Authorized Representative

**AUTHORIZATION AND CONSENT OF MEMBER MANAGER OF
MAXON ALCO HOLDINGS, LLC TO COMPANY ACTION**

The undersigned, MAXON ALCO HOLDINGS, LLC, a New York limited liability company having its place of business at 695 Rotterdam Industrial Park, Schenectady, New York 12306 ("MAH"), in its capacity as Managing Member LOCOMOTIVE LANE PROPERTIES, LLC, a New York corporation (the "Company"), is duly authorized to act herein as contemplated by Article V of the Operating Agreement of the Company dated March 23, 2015, does hereby consent to the following action by said company:

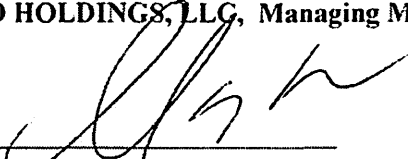
1. THAT the Company is not in dissolution, but a valid and active corporation in the State of New York;
2. THAT on August 18, 2010 MAH entered into certain Brownfield Cleanup Programs (the BCP") with New York State Department of Environmental Conservation for properties commonly known as "Parcel A", as identified by NYSDEC BCP as #C447042-08-10 (the "Parcel A BCP"); "Parcel B", as identified by NYSDEC as BCP 447043-08-10 ("Parcel B BCP"); and Parcel C, as identified by NYSDEC as "Parcel C BCP", and collectively with Parcel A BCP and Parcel B BCP hereinafter referred to as the "BCP Parcels", all of which are located within the former Alco property in Schenectady, New York.
3. THAT the Company authorizes David Buicko and consents to and authorizes the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Agreement and Amendment" pursuant to the BCP Parcels (the "BCP Parcel Amendments").
4. THAT the Company desires to amend the BCP Parcels to add the Company as an additional Volunteer Applicant under the BCP.
5. THAT the undersigned, David M. Buicko, Authorized Representative of the Member Manager, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCP Parcel Amendments, and any other documentation required to be executed in connection with the BCP Parcel Amendments and/or the BCP, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein: and
4. THAT the execution and delivery of any document authorized by this Consent by Mr. Buicko on behalf of the Company shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

Dated this 8 day of January, 2016

LOCOMOTIVE LANE PROPERTIES, LLC

By: MAXON ALCO HOLDINGS, LLC, Managing Member

By:



David M. Buicko, Authorized Representative

**AUTHORIZATION AND CONSENT OF MEMBER MANAGER OF
MAXON ALCO HOLDINGS, LLC TO COMPANY ACTION**

The undersigned, MAXON ALCO HOLDINGS, LLC, a New York limited liability company having its place of business at 695 Rotterdam Industrial Park, Schenectady, New York 12306 ("MAH"), in its capacity as Managing Member of MAXON ALCO PROPERTIES, LLC, a New York corporation (the "Company"), is duly authorized to act herein as contemplated by Article V of the Operating Agreement of the Company dated March 23, 2015. does hereby consent to the following action by said company:

1. THAT the Company is not in dissolution, but a valid and active corporation in the State of New York;
2. THAT on August 18, 2010 MAH entered into certain Brownfield Cleanup Programs (the BCP") with New York State Department of Environmental Conservation for properties commonly known as "Parcel A", as identified by NYSDEC BCP as #C447042-08-10 (the "Parcel A BCP"); "Parcel B", as identified by NYSDEC as BCP 447043-08-10 ("Parcel B BCP"); and Parcel C, as identified by NYSDEC as "Parcel C BCP", and collectively with Parcel A BCP and Parcel B BCP hereinafter referred to as the "BCP Parcels", all of which are located within the former Alco property in Schenectady, New York.
3. THAT the Company authorizes David Buicko and consents to and authorizes the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Agreement and Amendment" pursuant to the BCP Parcels (the "BCP Parcel Amendments").
4. THAT the Company desires to amend the BCP Parcels to add the Company as an additional Volunteer Applicant under the BCP.
5. THAT the undersigned, David M. Buicko, Authorized Representative of the Member Manager, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCP Parcel Amendments, and any other documentation required to be executed in connection with the BCP Parcel Amendments and/or the BCP, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein; and
4. THAT the execution and delivery of any document authorized by this Consent by Mr. Buicko on behalf of the Company shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

Dated this 8 day of January, 2016

MAXON ALCO PROPERTIES, LLC

By: MAXON ALCO HOLDINGS, LLC, Managing Member

By:



David M. Buicko, Authorized Representative

**AUTHORIZATION AND CONSENT OF MEMBER MANAGER OF
MAXON ALCO HOLDINGS, LLC TO COMPANY ACTION**

The undersigned, MAXON ALCO HOLDINGS, LLC, a New York limited liability company having its place of business at 695 Rotterdam Industrial Park, Schenectady, New York 12306 ("MAH"), in its capacity as Managing Member of MAXON HOTEL, LLC, a New York corporation (the "Company"), is duly authorized to act herein as contemplated by Article V of the Operating Agreement of the Company dated March 23, 2015, does hereby consent to the following action by said company:

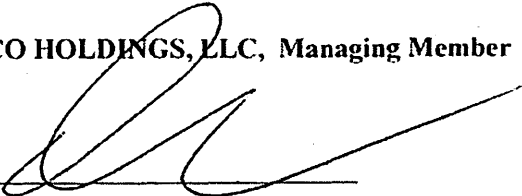
1. THAT the Company is not in dissolution, but a valid and active corporation in the State of New York;
2. THAT on August 18, 2010 MAH entered into certain Brownfield Cleanup Programs (the BCP") with New York State Department of Environmental Conservation for properties commonly known as "Parcel A", as identified by NYSDEC BCP as #C447042-08-10 (the "Parcel A BCP"); "Parcel B", as identified by NYSDEC as BCP 447043-08-10 ("Parcel B BCP"); and Parcel C, as identified by NYSDEC as "Parcel C BCP", and collectively with Parcel A BCP and Parcel B BCP hereinafter referred to as the "BCP Parcels", all of which are located within the former Alco property in Schenectady, New York.
3. THAT the Company authorizes David Buicko and consents to and authorizes the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Agreement and Amendment" pursuant to the BCP Parcels (the "BCP Parcel Amendments").
4. THAT the Company desires to amend the BCP Parcels to add the Company as an additional Volunteer Applicant under the BCP.
5. THAT the undersigned, David M. Buicko, Authorized Representative of the Member Manager, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCP Parcel Amendments, and any other documentation required to be executed in connection with the BCP Parcel Amendments and/or the BCP, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein: and
4. THAT the execution and delivery of any document authorized by this Consent by Mr. Buicko on behalf of the Company shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

Dated this 9 day of January, 2016

MAXON HOTEL, LLC

By: **MAXON ALCO HOLDINGS, LLC, Managing Member**

By:



David M. Buicko, Authorized Representative

**AUTHORIZATION AND CONSENT OF MEMBER MANAGER OF
MAXON ALCO HOLDINGS, LLC TO COMPANY ACTION**

The undersigned, MAXON ALCO HOLDINGS, LLC, a New York limited liability company having its place of business at 695 Rotterdam Industrial Park, Schenectady, New York 12306 ("MAH"), in its capacity as Managing Member WEST YARD PROPERTIES, LLC, a New York corporation (the "Company"), is duly authorized to act herein as contemplated by Article V of the Operating Agreement of the Company dated March 23, 2015, does hereby consent to the following action by said company:

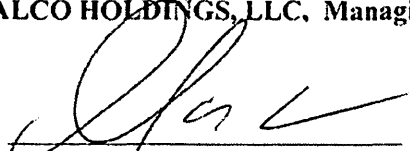
1. THAT the Company is not in dissolution, but a valid and active corporation in the State of New York;
2. THAT on August 18, 2010 MAH entered into certain Brownfield Cleanup Programs (the BCP") with New York State Department of Environmental Conservation for properties commonly known as "Parcel A", as identified by NYSDEC BCP as #C447042-08-10 (the "Parcel A BCP"); "Parcel B", as identified by NYSDEC as BCP 447043-08-10 ("Parcel B BCP"); and Parcel C, as identified by NYSDEC as "Parcel C BCP", and collectively with Parcel A BCP and Parcel B BCP hereinafter referred to as the "BCP Parcels", all of which are located within the former Alco property in Schenectady, New York.
3. THAT the Company authorizes David Buicko and consents to and authorizes the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Agreement and Amendment" pursuant to the BCP Parcels (the "BCP Parcel Amendments").
4. THAT the Company desires to amend the BCP Parcels to add the Company as an additional Volunteer Applicant under the BCP.
5. THAT the undersigned, David M. Buicko, Authorized Representative of the Member Manager, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCP Parcel Amendments, and any other documentation required to be executed in connection with the BCP Parcel Amendments and/or the BCP, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein; and
4. THAT the execution and delivery of any document authorized by this Consent by Mr. Buicko on behalf of the Company shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

Dated this 8 day of January, 2016

WEST YARD PROPERTIES, LLC

By: MAXON ALCO HOLDINGS, LLC, Managing Member

By:

A handwritten signature in black ink, appearing to read 'David M. Buicko', written over a horizontal line.

David M. Buicko, Authorized Representative

**AUTHORIZATION AND CONSENT OF MEMBER MANAGER OF
MAXON ALCO HOLDINGS, LLC TO COMPANY ACTION**

The undersigned, MAXON ALCO HOLDINGS, LLC, a New York limited liability company having its place of business at 695 Rotterdam Industrial Park, Schenectady, New York 12306 ("MAH"), in its capacity as Managing Member of WESTCOTT ROAD DEVELOPMENT, LLC, a New York corporation (the "Company"), is duly authorized to act herein as contemplated by Article V of the Operating Agreement of the Company dated March 23, 2015, does hereby consent to the following action by said company:

1. THAT the Company is not in dissolution, but a valid and active corporation in the State of New York;
2. THAT on August 18, 2010 MAH entered into certain Brownfield Cleanup Programs (the BCP") with New York State Department of Environmental Conservation for properties commonly known as "Parcel A", as identified by NYSDEC BCP as #C447042-08-10 (the "Parcel A BCP"); "Parcel B", as identified by NYSDEC as BCP 447043-08-10 ("Parcel B BCP"); and Parcel C, as identified by NYSDEC as "Parcel C BCP", and collectively with Parcel A BCP and Parcel B BCP hereinafter referred to as the "BCP Parcels", all of which are located within the former Alco property in Schenectady, New York.
3. THAT the Company authorizes David Buicko and consents to and authorizes the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Agreement and Amendment" pursuant to the BCP Parcels (the "BCP Parcel Amendments").
4. THAT the Company desires to amend the BCP Parcels to add the Company as an additional Volunteer Applicant under the BCP.
5. THAT the undersigned, David M. Buicko, Authorized Representative of the Member Manager, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCP Parcel Amendments, and any other documentation required to be executed in connection with the BCP Parcel Amendments and/or the BCP, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein; and
4. THAT the execution and delivery of any document authorized by this Consent by Mr. Buicko on behalf of the Company shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

Dated this 8 day of January, 2016

WESTCOTT ROAD DEVELOPMENT, LLC

By: MAXON ALCO HOLDINGS, LLC, Managing Member

By:



David M. Buicko, Authorized Representative

**AUTHORIZATION AND CONSENT OF MEMBER MANAGER OF
MAXON ALCO HOLDINGS, LLC TO COMPANY ACTION**

The undersigned, MAXON ALCO HOLDINGS, LLC, a New York limited liability company having its place of business at 695 Rotterdam Industrial Park, Schenectady, New York 12306 ("MAH"), in its capacity as Managing Member WEST YARD ASSOCIATES, LLC, a New York corporation (the "Company"), is duly authorized to act herein as contemplated by Article V of the Operating Agreement of the Company dated March 23, 2015, does hereby consent to the following action by said company:

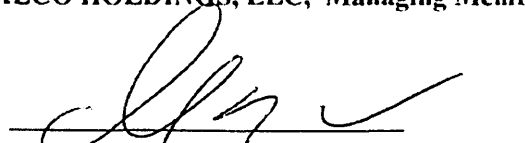
1. THAT the Company is not in dissolution, but a valid and active corporation in the State of New York;
2. THAT on August 18, 2010 MAH entered into certain Brownfield Cleanup Programs (the BCP") with New York State Department of Environmental Conservation for properties commonly known as "Parcel A", as identified by NYSDEC BCP as #C447042-08-10 (the "Parcel A BCP"); "Parcel B", as identified by NYSDEC as BCP 447043-08-10 ("Parcel B BCP"); and Parcel C, as identified by NYSDEC as "Parcel C BCP", and collectively with Parcel A BCP and Parcel B BCP hereinafter referred to as the "BCP Parcels", all of which are located within the former Alco property in Schenectady, New York.
3. THAT the Company authorizes David Buicko and consents to and authorizes the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Agreement and Amendment" pursuant to the BCP Parcels (the "BCP Parcel Amendments").
4. THAT the Company desires to amend the BCP Parcels to add the Company as an additional Volunteer Applicant under the BCP.
5. THAT the undersigned, David M. Buicko, Authorized Representative of the Member Manager, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCP Parcel Amendments, and any other documentation required to be executed in connection with the BCP Parcel Amendments and/or the BCP, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein; and
4. THAT the execution and delivery of any document authorized by this Consent by Mr. Buicko on behalf of the Company shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

Dated this 8 day of January, 2016

WEST YARD ASSOCIATES, LLC

By: MAXON ALCO HOLDINGS, LLC, Managing Member

By:



David M. Bulcko, Authorized Representative

**AUTHORIZATION AND CONSENT OF MEMBER MANAGER OF
MAXON ALCO HOLDINGS, LLC TO COMPANY ACTION**

The undersigned, MAXON ALCO HOLDINGS, LLC, a New York limited liability company having its place of business at 695 Rotterdam Industrial Park, Schenectady, New York 12306 ("MAH"), in its capacity as Managing Member of WESTCOTT ROAD ASSOCIATES, LLC, a New York corporation (the "Company"), is duly authorized to act herein as contemplated by Article V of the Operating Agreement of the Company dated March 23, 2015, does hereby consent to the following action by said company:

1. THAT the Company is not in dissolution, but a valid and active corporation in the State of New York;
2. THAT on August 18, 2010 MAH entered into certain Brownfield Cleanup Programs (the BCP") with New York State Department of Environmental Conservation for properties commonly known as "Parcel A", as identified by NYSDEC BCP as #C447042-08-10 (the "Parcel A BCP"); "Parcel B", as identified by NYSDEC as BCP 447043-08-10 ("Parcel B BCP"); and Parcel C, as identified by NYSDEC as "Parcel C BCP", and collectively with Parcel A BCP and Parcel B BCP hereinafter referred to as the "BCP Parcels", all of which are located within the former Alco property in Schenectady, New York.
3. THAT the Company authorizes David Buicko and consents to and authorizes the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Agreement and Amendment" pursuant to the BCP Parcels (the "BCP Parcel Amendments").
4. THAT the Company desires to amend the BCP Parcels to add the Company as an additional Volunteer Applicant under the BCP.
5. THAT the undersigned, David M. Buicko, Authorized Representative of the Member Manager, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCP Parcel Amendments, and any other documentation required to be executed in connection with the BCP Parcel Amendments and/or the BCP, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein: and
4. THAT the execution and delivery of any document authorized by this Consent by Mr. Buicko on behalf of the Company shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

Dated this 8 day of January, 2016

WESTCOTT ROAD ASSOCIATES, LLC

By: MAXON ALCO HOLDINGS, LLC, Managing Member

By:



David M. Buicko, Authorized Representative

**AUTHORIZATION AND CONSENT OF MEMBER MANAGER OF
MAXON ALCO HOLDINGS, LLC TO COMPANY ACTION**

The undersigned, MAXON ALCO HOLDINGS, LLC, a New York limited liability company having its place of business at 695 Rotterdam Industrial Park, Schenectady, New York 12306 ("MAH"), in its capacity as Managing Member of PRESTIGE PARKWAY PROPERTIES, LLC, a New York corporation (the "Company"), is duly authorized to act herein as contemplated by Article V of the Operating Agreement of the Company dated March 23, 2015, does hereby consent to the following action by said company:

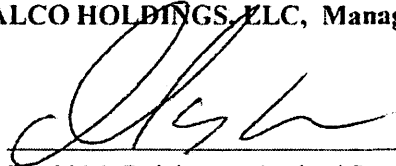
1. THAT the Company is not in dissolution, but a valid and active corporation in the State of New York;
2. THAT on August 18, 2010 MAH entered into certain Brownfield Cleanup Programs (the BCP") with New York State Department of Environmental Conservation for properties commonly known as "Parcel A", as identified by NYSDEC BCP as #C447042-08-10 (the "Parcel A BCP"); "Parcel B", as identified by NYSDEC as BCP 447043-08-10 ("Parcel B BCP"); and Parcel C, as identified by NYSDEC as "Parcel C BCP", and collectively with Parcel A BCP and Parcel B BCP hereinafter referred to as the "BCP Parcels", all of which are located within the former Alco property in Schenectady, New York.
3. THAT the Company authorizes David Buicko and consents to and authorizes the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Agreement and Amendment" pursuant to the BCP Parcels (the "BCP Parcel Amendments").
4. THAT the Company desires to amend the BCP Parcels to add the Company as an additional Volunteer Applicant under the BCP.
5. THAT the undersigned, David M. Buicko, Authorized Representative of the Member Manager, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCP Parcel Amendments, and any other documentation required to be executed in connection with the BCP Parcel Amendments and/or the BCP, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein: and
4. THAT the execution and delivery of any document authorized by this Consent by Mr. Buicko on behalf of the Company shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

Dated this 8 day of January, 2016

PRESTIGE PARKWAY PROPERTIES, LLC

By: MAXON ALCO HOLDINGS, LLC, Managing Member

By:

A handwritten signature in black ink, appearing to read 'D. Buicko', written over a horizontal line.

David M. Buicko, Authorized Representative

**AUTHORIZATION AND CONSENT OF MEMBER MANAGER OF
MAXON ALCO HOLDINGS, LLC TO COMPANY ACTION**

The undersigned, MAXON ALCO HOLDINGS, LLC, a New York limited liability company having its place of business at 695 Rotterdam Industrial Park, Schenectady, New York 12306 ("MAH"), in its capacity as Managing Member SITTERLY STREET ENTERPRISES, LLC, a New York corporation (the "Company"), is duly authorized to act herein as contemplated by Article V of the Operating Agreement of the Company dated March 23, 2015, does hereby consent to the following action by said company:

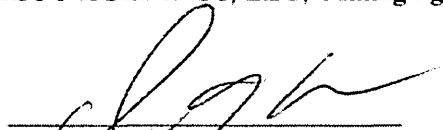
1. THAT the Company is not in dissolution, but a valid and active corporation in the State of New York;
2. THAT on August 18, 2010 MAH entered into certain Brownfield Cleanup Programs (the BCP") with New York State Department of Environmental Conservation for properties commonly known as "Parcel A", as identified by NYSDEC BCP as #C447042-08-10 (the "Parcel A BCP"); "Parcel B", as identified by NYSDEC as BCP 447043-08-10 ("Parcel B BCP"); and Parcel C, as identified by NYSDEC as "Parcel C BCP", and collectively with Parcel A BCP and Parcel B BCP hereinafter referred to as the "BCP Parcels", all of which are located within the former Alco property in Schenectady, New York.
3. THAT the Company authorizes David Buicko and consents to and authorizes the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Agreement and Amendment" pursuant to the BCP Parcels (the "BCP Parcel Amendments").
4. THAT the Company desires to amend the BCP Parcels to add the Company as an additional Volunteer Applicant under the BCP.
5. THAT the undersigned, David M. Buicko, Authorized Representative of the Member Manager, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCP Parcel Amendments, and any other documentation required to be executed in connection with the BCP Parcel Amendments and/or the BCP, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein; and
4. THAT the execution and delivery of any document authorized by this Consent by Mr. Buicko on behalf of the Company shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

Dated this 8 day of January, 2016

SITTERLY STREET ENTERPRISES, LLC

By: MAXON ALCO HOLDINGS, LLC, Managing Member

By:



David M. Buicko, Authorized Representative

**AUTHORIZATION AND CONSENT OF MEMBER MANAGER OF
MAXON ALCO HOLDINGS, LLC TO COMPANY ACTION**

The undersigned, MAXON ALCO HOLDINGS, LLC, a New York limited liability company having its place of business at 695 Rotterdam Industrial Park, Schenectady, New York 12306 ("MAH"), in its capacity as Managing Member of PRESTIGE PARKWAY ASSOCIATES, LLC, a New York corporation (the "Company"), is duly authorized to act herein as contemplated by Article V of the Operating Agreement of the Company dated March 23, 2015, does hereby consent to the following action by said company:

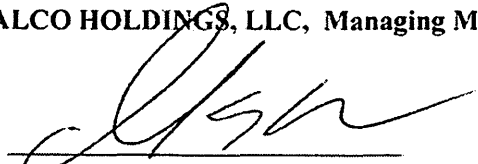
1. THAT the Company is not in dissolution, but a valid and active corporation in the State of New York:
2. THAT on August 18, 2010 MAH entered into certain Brownfield Cleanup Programs (the BCP") with New York State Department of Environmental Conservation for properties commonly known as "Parcel A", as identified by NYSDEC BCP as #C447042-08-10 (the "Parcel A BCP"); "Parcel B", as identified by NYSDEC as BCP 447043-08-10 ("Parcel B BCP"); and Parcel C, as identified by NYSDEC as "Parcel C BCP", and collectively with Parcel A BCP and Parcel B BCP hereinafter referred to as the "BCP Parcels", all of which are located within the former Alco property in Schenectady, New York.
3. THAT the Company authorizes David Buicko and consents to and authorizes the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Agreement and Amendment" pursuant to the BCP Parcels (the "BCP Parcel Amendments").
4. THAT the Company desires to amend the BCP Parcels to add the Company as an additional Volunteer Applicant under the BCP.
5. THAT the undersigned, David M. Buicko, Authorized Representative of the Member Manager, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCP Parcel Amendments, and any other documentation required to be executed in connection with the BCP Parcel Amendments and/or the BCP, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein; and
4. THAT the execution and delivery of any document authorized by this Consent by Mr. Buicko on behalf of the Company shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

Dated this 8 day of January, 2016

PRESTIGE PARKWAY ASSOCIATES, LLC

By: MAXON ALCO HOLDINGS, LLC, Managing Member

By:

A handwritten signature in black ink, appearing to read 'D. Buicko', written over a horizontal line.

David M. Buicko, Authorized Representative

**AUTHORIZATION AND CONSENT OF MEMBER MANAGER OF
MAXON ALCO HOLDINGS, LLC TO COMPANY ACTION**

The undersigned, MAXON ALCO HOLDINGS, LLC, a New York limited liability company having its place of business at 695 Rotterdam Industrial Park, Schenectady, New York 12306 ("MAH"), in its capacity as Managing Member MOHAWK RESTORATION, LLC, a New York corporation (the "Company"), is duly authorized to act herein as contemplated by Article V of the Operating Agreement of the Company dated March 23, 2015. does hereby consent to the following action by said company:

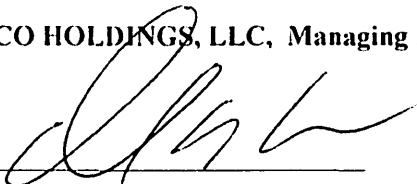
1. THAT the Company is not in dissolution, but a valid and active corporation in the State of New York;
2. THAT on August 18, 2010 MAH entered into certain Brownfield Cleanup Programs (the "BCP") with New York State Department of Environmental Conservation for properties commonly known as "Parcel A", as identified by NYSDEC BCP as #C447042-08-10 (the "Parcel A BCP"); "Parcel B", as identified by NYSDEC as BCP 447043-08-10 ("Parcel B BCP"); and Parcel C, as identified by NYSDEC as "Parcel C BCP", and collectively with Parcel A BCP and Parcel B BCP hereinafter referred to as the "BCP Parcels", all of which are located within the former Alco property in Schenectady, New York.
3. THAT the Company authorizes David Buicko and consents to and authorizes the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Agreement and Amendment" pursuant to the BCP Parcels (the "BCP Parcel Amendments").
4. THAT the Company desires to amend the BCP Parcels to add the Company as an additional Volunteer Applicant under the BCP.
5. THAT the undersigned, David M. Buicko, Authorized Representative of the Member Manager, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCP Parcel Amendments, and any other documentation required to be executed in connection with the BCP Parcel Amendments and/or the BCP, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein; and
4. THAT the execution and delivery of any document authorized by this Consent by Mr. Buicko on behalf of the Company shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

Dated this 8 day of January, 2016

MOHAWK RESTORATION, LLC

By: MAXON ALCO HOLDINGS, LLC, Managing Member

By:



David M. Buicko, Authorized Representative

**CONSENT OF
MOHAWK PROPERTY COMPANY HOLDINGS, LLC TO COMPANY ACTION**

The undersigned, **MOHAWK PROPERTY COMPANY HOLDINGS, LLC**, a Delaware limited liability company having its place of business at 695 Rotterdam Industrial Park, Schenectady, New York 12306 (“Company”) is duly authorized to act herein as contemplated by Article V of the Amended and Restated Operating Agreement of the Company dated June 26, 2015, does hereby consent to the following action by said company:

1. THAT the Company is not in dissolution, but a valid and active corporation in the State of New York;
2. THAT on August 18, 2010 Maxon Alco Holdings, LLC (“MAH”), a related entity to the Company, entered into certain Brownfield Cleanup Programs (the BCP”) with New York State Department of Environmental Conservation for properties commonly known as “Parcel A”, as identified by NYSDEC BCP as #C447042-08-10 (the “Parcel A BCP”); “Parcel B”, as identified by NYSDEC as BCP 447043-08-10 (“Parcel B BCP”); and Parcel C, as identified by NYSDEC as “Parcel C BCP”, and collectively with Parcel A BCP and Parcel B BCP hereinafter referred to as the “BCP Parcels”, all of which are located within the former Alco property in Schenectady, New York.
3. THAT MAH has consented and authorized the entering into of a “Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Agreement and Amendment” pursuant to the BCP Parcels (the “BCP Parcel Amendments”).
4. THAT MAH has consented to the Company joining the BCP as an additional Volunteer Applicant; and
5. THAT the Company desires be added to the BCP and to have MAH amend the BCP Parcels to add the Company as an additional Applicant under the BCP.
6. THAT the undersigned, David M. Buicko, Executive Vice President of Rotterdam Ventures, Inc., the Manager of Mohawk Property Company Holdings, LLC, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCP Parcel Amendments, and any other documentation required to be executed in connection with the BCP Parcel Amendments and/or the BCP, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein; and
4. THAT the execution and delivery of any document authorized by this Consent by the Company, shall be conclusive evidence of the Company’s approval of the terms and provisions of such document(s) and shall be binding on the Company.

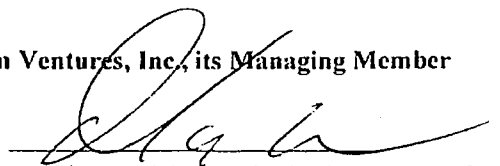
Signature page follows

Dated this 8 day of January, 2016

MOHAWK PROPERTY COMPANY HOLDINGS, LLC

By: Rotterdam Ventures, Inc., its Managing Member

By:


David M. Buicko, Authorized Representative

**CONSENT OF
MOHAWK PROPERTY COMPANY, LLC TO COMPANY ACTION**

The undersigned, **MOHAWK PROPERTY COMPANY, LLC**, a Delaware limited liability company having its place of business at 695 Rotterdam Industrial Park, Schenectady, New York 12306 ("Company" and sometimes also referred to as "MAH") is duly authorized to act herein as contemplated by Article V of the Amended and Restated Operating Agreement of the Company dated January 1, 2010, does hereby consent to the following action by said company:

1. THAT the Company is not in dissolution, but a valid and active corporation in the State of New York;
2. THAT on August 18, 2010 Maxon Alco Holdings, LLC ("MAH"), a related entity to the Company, entered into certain Brownfield Cleanup Programs (the "BCP") with New York State Department of Environmental Conservation for properties commonly known as "Parcel A", as identified by NYSDEC BCP as #C447042-08-10 (the "Parcel A BCP"); "Parcel B", as identified by NYSDEC as BCP 447043-08-10 ("Parcel B BCP"); and Parcel C, as identified by NYSDEC as "Parcel C BCP", and collectively with Parcel A BCP and Parcel B BCP hereinafter referred to as the "BCP Parcels", all of which are located within the former Alco property in Schenectady, New York.
3. THAT MAH has consented and authorized the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Agreement and Amendment" pursuant to the BCP Parcels (the "BCP Parcel Amendments").
4. THAT MAH has consented to the Company joining the BCP; and
5. THAT the Company desires be added to the BCP and to have MAH amend the BCP Parcels to add the Company as an additional Applicant under the BCP.
6. THAT the undersigned, David M. Buicko, Authorized Representative and Member of Mohawk Property Company, Managing Manager of the Company, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCP Parcel Amendments, and any other documentation required to be executed in connection with the BCP Parcel Amendments and/or the BCP, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein; and
7. THAT the execution and delivery of any document authorized by this Consent by the Company, shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

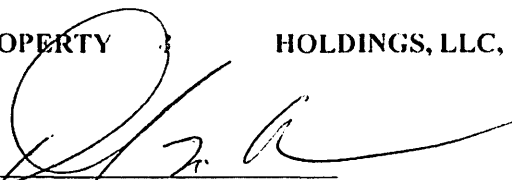
Signature page follows

Dated this 8 day of January, 2016

MOHAWK PROPERTY COMPANY, LLC

By: MOHAWK PROPERTY HOLDINGS, LLC, Managing Member

By:



David M. Buicko, Authorized Representative

**AUTHORIZATION AND CONSENT OF MEMBER MANAGER OF
MAXON ALCO HOLDINGS, LLC TO COMPANY ACTION**

The undersigned, MAXON ALCO HOLDINGS, LLC, a New York limited liability company having its place of business at 695 Rotterdam Industrial Park, Schenectady, New York 12306 ("MAH"), in its capacity as Managing Member of COHOES AVENUE DEVELOPMENT, LLC, a New York corporation (the "Company"), is duly authorized to act herein as contemplated by Article V of the Operating Agreement of the Company dated March 23, 2015, does hereby consent to the following action by said company:

1. THAT the Company is not in dissolution, but a valid and active corporation in the State of New York;
2. THAT on August 18, 2010 MAH entered into certain Brownfield Cleanup Programs (the BCP") with New York State Department of Environmental Conservation for properties commonly known as "Parcel A", as identified by NYSDEC BCP as #C447042-08-10 (the "Parcel A BCP"); "Parcel B", as identified by NYSDEC as BCP 447043-08-10 ("Parcel B BCP"); and Parcel C, as identified by NYSDEC as "Parcel C BCP", and collectively with Parcel A BCP and Parcel B BCP hereinafter referred to as the "BCP Parcels", all of which are located within the former Alco property in Schenectady, New York.
3. THAT the Company authorizes David Buicko and consents to and authorizes the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Agreement and Amendment" pursuant to the BCP Parcels (the "BCP Parcel Amendments").
4. THAT the Company desires to amend the BCP Parcels to add the Company as an additional Volunteer Applicant under the BCP.
5. THAT the undersigned, David M. Buicko, Authorized Representative of the Member Manager, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCP Parcel Amendments, and any other documentation required to be executed in connection with the BCP Parcel Amendments and/or the BCP, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein; and
4. THAT the execution and delivery of any document authorized by this Consent by Mr. Buicko on behalf of the Company shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

Dated this 8 day of January, 2016

COHOES AVENUE DEVELOPMENT, LLC

By: MAXON ALCO HOLDINGS, LLC, Managing Member

By:

A handwritten signature in black ink, appearing to read 'D. Buicko', written over a horizontal line.

David M. Buicko, Authorized Representative

EXHIBIT 3

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through January 27, 2016.

Selected Entity Name: ALCO HOTEL LLC

Selected Entity Status Information

Current Entity Name: ALCO HOTEL LLC

DOS ID #: 4416265

Initial DOS Filing Date: JUNE 11, 2013

County: ALBANY

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

ALCO HOTEL LLC

302 WASHINGTON AVE. EXTENSION

ALBANY, NEW YORK, 12203

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this

information is not recorded and only available by
viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
JUN 11, 2013	Actual	ALCO HOTEL LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through January 27, 2016.

Selected Entity Name: AIRLINE DRIVE DEVELOPMENT, LLC

Selected Entity Status Information

Current Entity Name: AIRLINE DRIVE DEVELOPMENT, LLC

DOS ID #: 4730153

Initial DOS Filing Date: MARCH 23, 2015

County: SCHENECTADY

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O GENERAL COUNSEL

695 ROTTERDAM INDUSTRIAL PARK

SCHENECTADY, NEW YORK, 12306

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this

information is not recorded and only available by
viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 23, 2015	Actual	AIRLINE DRIVE DEVELOPMENT, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through January 27, 2016.

Selected Entity Name: AIRLINE BOULEVARD PROPERTIES, LLC
Selected Entity Status Information

Current Entity Name: AIRLINE BOULEVARD PROPERTIES, LLC

DOS ID #: 4730162

Initial DOS Filing Date: MARCH 23, 2015

County: SCHENECTADY

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O GENERAL COUNSEL
695 ROTTERDAM INDUSTRIAL PARK
SCHENECTADY, NEW YORK, 12306

Registered Agent

NONE

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information is not recorded and only available by
viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 23, 2015	Actual	AIRLINE BOULEVARD PROPERTIES, LLC

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through January 27, 2016.

Selected Entity Name: ALCO RE PROPERTIES, LLC

Selected Entity Status Information

Current Entity Name: ALCO RE PROPERTIES, LLC

DOS ID #: 4730238

Initial DOS Filing Date: MARCH 23, 2015

County: SCHENECTADY

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O GENERAL COUNSEL

695 ROTTERDAM INDUSTRIAL PARK

SCHENECTADY, NEW YORK, 12306

Registered Agent

NONE

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viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 23, 2015	Actual	ALCO RE PROPERTIES, LLC

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Entity Information

The information contained in this database is current through January 27, 2016.

Selected Entity Name: COHOES AVENUE ASSOCIATES, LLC

Selected Entity Status Information

Current Entity Name: COHOES AVENUE ASSOCIATES, LLC

DOS ID #: 4730185

Initial DOS Filing Date: MARCH 23, 2015

County: SCHENECTADY

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O GENERAL COUNSEL

695 ROTTERDAM INDUSTRIAL PARK

SCHENECTADY, NEW YORK, 12306

Registered Agent

NONE

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viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 23, 2015	Actual	COHOES AVENUE ASSOCIATES, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

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Entity Information

The information contained in this database is current through January 27, 2016.

Selected Entity Name: ERIE WAY ASSOCIATES, LLC

Selected Entity Status Information

Current Entity Name: ERIE WAY ASSOCIATES, LLC

DOS ID #: 4730216

Initial DOS Filing Date: MARCH 23, 2015

County: SCHENECTADY

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O GENERAL COUNSEL

695 ROTTERDAM INDUSTRIAL PARK

SCHENECTADY, NEW YORK, 12306

Registered Agent

NONE

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information is not recorded and only available by
viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 23, 2015	Actual	ERIE WAY ASSOCIATES, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

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Entity Information

The information contained in this database is current through January 27, 2016.

Selected Entity Name: ERIE WAY PROPERTIES, LLC

Selected Entity Status Information

Current Entity Name: ERIE WAY PROPERTIES, LLC

DOS ID #: 4730211

Initial DOS Filing Date: MARCH 23, 2015

County: SCHENECTADY

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O GENERAL COUNSEL

695 ROTTERDAM INDUSTRIAL PARK

SCHENECTADY, NEW YORK, 12306

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this

information is not recorded and only available by
viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 23, 2015	Actual	ERIE WAY PROPERTIES, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

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Entity Information

The information contained in this database is current through January 27, 2016.

Selected Entity Name: LOCOMOTIVE LANE PROPERTIES, LLC

Selected Entity Status Information

Current Entity Name: LOCOMOTIVE LANE PROPERTIES, LLC

DOS ID #: 4730220

Initial DOS Filing Date: MARCH 23, 2015

County: SCHENECTADY

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O GENERAL COUNSEL

695 ROTTERDAM INDUSTRIAL PARK

SCHENECTADY, NEW YORK, 12306

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this

information is not recorded and only available by
viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 23, 2015	Actual	LOCOMOTIVE LANE PROPERTIES, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

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Entity Information

The information contained in this database is current through January 27, 2016.

Selected Entity Name: MAXON ALCO PROPERTIES, LLC

Selected Entity Status Information

Current Entity Name: MAXON ALCO PROPERTIES, LLC

DOS ID #: 4729913

Initial DOS Filing Date: MARCH 23, 2015

County: SCHENECTADY

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O GENERAL COUNSEL

695 ROTTERDAM INDUSTRIAL PARK

SCHENECTADY, NEW YORK, 12306

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this

information is not recorded and only available by
[viewing the certificate.](#)

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 23, 2015	Actual	MAXON ALCO PROPERTIES, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through January 27, 2016.

Selected Entity Name: MAXON HOTEL, LLC

Selected Entity Status Information

Current Entity Name: MAXON HOTEL, LLC

DOS ID #: 4342083

Initial DOS Filing Date: JANUARY 07, 2013

County: SCHENECTADY

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O GENERAL COUNSEL

695 ROTTERDAM INDUSTRIAL PARK

SCHENECTADY, NEW YORK, 12306

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this

information is not recorded and only available by
viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
JAN 07, 2013	Actual	MAXON HOTEL, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through January 27, 2016.

Selected Entity Name: WEST YARD PROPERTIES, LLC

Selected Entity Status Information

Current Entity Name: WEST YARD PROPERTIES, LLC

DOS ID #: 4730191

Initial DOS Filing Date: MARCH 23, 2015

County: SCHENECTADY

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O GENERAL COUNSEL

695 ROTTERDAM INDUSTRIAL PARK

SCHENECTADY, NEW YORK, 12306

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this

information is not recorded and only available by
viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 23, 2015	Actual	WEST YARD PROPERTIES, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through January 27, 2016.

Selected Entity Name: WESTCOTT ROAD DEVELOPMENT, LLC

Selected Entity Status Information

Current Entity Name: WESTCOTT ROAD DEVELOPMENT, LLC

DOS ID #: 4730143

Initial DOS Filing Date: MARCH 23, 2015

County: SCHENECTADY

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O GENERAL COUNSEL
695 ROTTERDAM INDUSTRIAL PARK
SCHENECTADY, NEW YORK, 12306

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this

information is not recorded and only available by
viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 23, 2015	Actual	WESTCOTT ROAD DEVELOPMENT, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through January 27, 2016.

Selected Entity Name: WEST YARD ASSOCIATES, LLC

Selected Entity Status Information

Current Entity Name: WEST YARD ASSOCIATES, LLC

DOS ID #: 4730196

Initial DOS Filing Date: MARCH 23, 2015

County: SCHENECTADY

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O GENERAL COUNSEL

695 ROTTERDAM INDUSTRIAL PARK

SCHENECTADY, NEW YORK, 12306

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this

information is not recorded and only available by
viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 23, 2015	Actual	WEST YARD ASSOCIATES, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through January 27, 2016.

Selected Entity Name: WESTCOTT ROAD ASSOCIATES, LLC

Selected Entity Status Information

Current Entity Name: WESTCOTT ROAD ASSOCIATES, LLC

DOS ID #: 4730145

Initial DOS Filing Date: MARCH 23, 2015

County: SCHENECTADY

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O GENERAL COUNSEL
695 ROTTERDAM INDUSTRIAL PARK
SCHENECTADY, NEW YORK, 12306

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this

information is not recorded and only available by
viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 23, 2015	Actual	WESTCOTT ROAD ASSOCIATES, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through January 27, 2016.

Selected Entity Name: PRESTIGE PARKWAY PROPERTIES, LLC

Selected Entity Status Information

Current Entity Name: PRESTIGE PARKWAY PROPERTIES, LLC

DOS ID #: 4729996

Initial DOS Filing Date: MARCH 23, 2015

County: SCHENECTADY

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O GENERAL COUNSEL

695 ROTTERDAM INDUSTRIAL PARK

SCHENECTADY, NEW YORK, 12306

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this

information is not recorded and only available by
viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 23, 2015	Actual	PRESTIGE PARKWAY PROPERTIES, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through January 27, 2016.

Selected Entity Name: SITTERLY STREET ENTERPRISES, LLC

Selected Entity Status Information

Current Entity Name: SITTERLY STREET ENTERPRISES, LLC

DOS ID #: 4730023

Initial DOS Filing Date: MARCH 23, 2015

County: SCHENECTADY

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O GENERAL COUNSEL

695 ROTTERDAM INDUSTRIAL PARK

SCHENECTADY, NEW YORK, 12306

Registered Agent

NONE

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information is not recorded and only available by
viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 23, 2015	Actual	SITTERLY STREET ENTERPRISES, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through January 27, 2016.

Selected Entity Name: PRESTIGE PARKWAY ASSOCIATES, LLC

Selected Entity Status Information

Current Entity Name: PRESTIGE PARKWAY ASSOCIATES, LLC

DOS ID #: 4730013

Initial DOS Filing Date: MARCH 23, 2015

County: SCHENECTADY

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O GENERAL COUNSEL
695 ROTTERDAM INDUSTRIAL PARK
SCHENECTADY, NEW YORK, 12306

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this

information is not recorded and only available by
viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 23, 2015	Actual	PRESTIGE PARKWAY ASSOCIATES, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through January 27, 2016.

Selected Entity Name: MAXON ALCO HOLDINGS, LLC

Selected Entity Status Information

Current Entity Name: MAXON ALCO HOLDINGS, LLC

DOS ID #: 3823322

Initial DOS Filing Date: JUNE 17, 2009

County: SCHENECTADY

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O GENERAL COUNSEL

695 ROTTERDAM INDUSTRIAL PARK

SCHENECTADY, NEW YORK, 12306

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this

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viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
JUN 17, 2009	Actual	MAXON ALCO HOLDINGS, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through January 28, 2016.

Selected Entity Name: MOHAWK RESTORATION, LLC

Selected Entity Status Information

Current Entity Name: MOHAWK RESTORATION, LLC

DOS ID #: 4730225

Initial DOS Filing Date: MARCH 23, 2015

County: SCHENECTADY

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O GENERAL COUNSEL

695 ROTTERDAM INDUSTRIAL PARK

SCHENECTADY, NEW YORK, 12306

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

of Shares Type of Stock \$ Value per Share

No Information Available

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 23, 2015	Actual	MOHAWK RESTORATION, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through February 16, 2016.

Selected Entity Name: COHOES AVENUE DEVELOPMENT, LLC
Selected Entity Status Information

Current Entity Name: COHOES AVENUE DEVELOPMENT, LLC

DOS ID #: 4730172

Initial DOS Filing Date: MARCH 23, 2015

County: SCHENECTADY

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O GENERAL COUNSEL
695 ROTTERDAM INDUSTRIAL PARK
SCHENECTADY, NEW YORK, 12306

Registered Agent

NONE

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***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 23, 2015	Actual	COHOES AVENUE DEVELOPMENT, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through February 16, 2016.

Selected Entity Name: MOHAWK PROPERTY COMPANY HOLDINGS LLC
Selected Entity Status Information

Current Entity Name: MOHAWK PROPERTY COMPANY HOLDINGS LLC

DOS ID #: 4888299

Initial DOS Filing Date: FEBRUARY 01, 2016

County: SCHENECTADY

Jurisdiction: DELAWARE

Entity Type: FOREIGN LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

MOHAWK PROPERTY COMPANY HOLDINGS LLC
695 ROTTERDAM INDUSTRIAL PARK
SCHENECTADY, NEW YORK, 12306

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
FEB 01, 2016	Actual	MOHAWK PROPERTY COMPANY HOLDINGS LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through February 16, 2016.

Selected Entity Name: MOHAWK PROPCO LLC

Selected Entity Status Information

Current Entity Name: MOHAWK PROPERTY COMPANY LLC

DOS ID #: 4888300

Initial DOS Filing Date: FEBRUARY 01, 2016

County: SCHENECTADY

Jurisdiction: DELAWARE

Entity Type: FOREIGN LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

MOHAWK PROPERTY COMPANY LLC
695 ROTTERDAM INDUSTRIAL PARK
SCHENECTADY, NEW YORK, 12306

Registered Agent

NONE

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***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
FEB 01, 2016	Fictitious	MOHAWK PROPCO LLC
FEB 01, 2016	Actual	MOHAWK PROPERTY COMPANY LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

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CERTIFICATE OF AUTHORITY UNDER SEC. 805 OF THE LIMITED LIABILITY COMPANY LAW

ENTITY NAME: MOHAWK PROPERTY COMPANY HOLDINGS LLC

DOCUMENT TYPE: APPLICATION FOR AUTHORITY (FOR LLC)

COUNTY: SCHE

FILED:02/01/2016 DURATION:***** CASH#:160201000328 FILM #:160201000327
DOS ID:4888299

FILER:

EXIST DATE

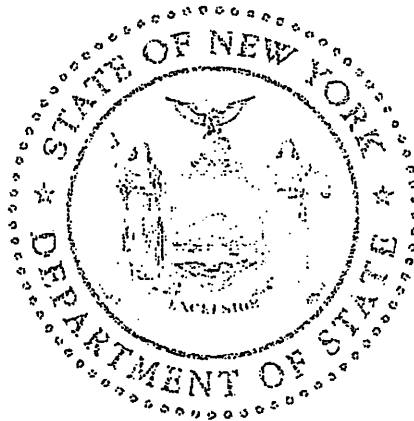
CENTOLELLA LYNN D'ELIA & TEMES LLC
100 MADISON STREET
SUITE 1905
SYRACUSE, NY 13202

02/01/2016

ADDRESS FOR PROCESS:

THE LLC
695 ROTTERDAM INDUSTRIAL PARK
SCHENECTADY, NY 12306

REGISTERED AGENT:



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

=====

SERVICE COMPANY: ALBANY CORPORATE RESEARCH LTD. - 41

SERVICE CODE: 41

FEEs 285.00

FILING 250.00
TAX 0.00
CERT 0.00
COPIES 10.00
HANDLING 25.00

PAYMENTS 285.00

CASH 0.00
CHECK 0.00
CHARGE 0.00
DRAWDOWN 285.00
OPAL 0.00
REFUND 0.00

CERTIFICATE OF AUTHORITY UNDER SEC. 805 OF THE LIMITED LIABILITY COMPANY LAW

ENTITY NAME: MOHAWK PROPERTY COMPANY LLC

DOCUMENT TYPE: APPLICATION FOR AUTHORITY (FOR FICT LLC

COUNTY: SCHE

FILED:02/01/2016 DURATION:***** CASH#:160201000329 FILM #:160201000329
DOS ID:4888300

FILER:

EXIST DATE

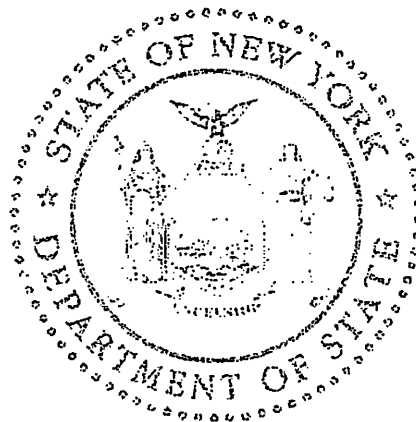
CENTOLELLA LYNN D'ELIA & TEMES LLC
100 MADISON STREET
SUITE 1905
SYRACUSE, NY 13202

02/01/2016

ADDRESS FOR PROCESS:

THE LLC
695 ROTTERDAM INDUSTRIAL PARK
SCHENECTADY, NY 12306

REGISTERED AGENT:



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

FICTITIOUS NAME: MOHAWK PROPCO LLC

SERVICE COMPANY: ALBANY CORPORATE RESEARCH LTD. - 41

SERVICE CODE: 41

FEEs 285.00

FILING 250.00
TAX 0.00
CERT 0.00
COPIES 10.00
HANDLING 25.00

PAYMENTS 285.00

CASH 0.00
CHECK 0.00
CHARGE 0.00
DRAWDOWN 285.00
OPAL 0.00
REFUND 0.00

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MOHAWK PROPERTY COMPANY HOLDINGS LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SIXTH DAY OF JANUARY, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "MOHAWK PROPERTY COMPANY HOLDINGS LLC" WAS FORMED ON THE TWENTY-SIXTH DAY OF JUNE, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



5774924 8300

SR# 20160401920

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 201729359

Date: 01-26-16

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MOHAWK PROPERTY COMPANY LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SIXTH DAY OF JANUARY, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "MOHAWK PROPERTY COMPANY LLC" WAS FORMED ON THE TWENTY-SIXTH DAY OF JUNE, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



5775133 8300

SR# 20160401845

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 201729354

Date: 01-26-16

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "MOHAWK PROPERTY COMPANY HOLDINGS LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF JUNE, A.D. 2015, AT 2:03 O'CLOCK P.M.



5774924 8100

150979801

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2510939

DATE: 06-29-15

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:35 PM 06/26/2015
FILED 02:03 PM 06/26/2015
SRV 150979801 - 5774924 FILE

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

First: The name of the limited liability company is

Mohawk Property Company Holdings LLC

Second: The address of its registered office in the State of Delaware is

615 S. DuPont Highway in the City of Dover

Zip code 19901. The name of its Registered agent at such address is

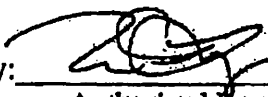
National Corporate Research, Ltd.

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is _____".)

Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this

23rd day of June, 2015.

By: 
Authorized Person (s)

Name: Timothy M. Lynn

**MOHAWK PROPERTY COMPANY HOLDINGS LLC
OPERATING AGREEMENT**

THIS OPERATING AGREEMENT of MOHAWK PROPERTY COMPANY HOLDINGS LLC, a Delaware limited liability company (the "Company"), is made and entered into as of June 26, 2015, by and among the FRANCESCO GALESÌ IRREVOCABLE GRANTOR TRUST ("Galesi") and the DAVID M. BUICKO 2012 IRREVOCABLE TRUST ("Buicko").

WHEREAS, the Parties have agreed to organize and operate a limited liability company in accordance with the terms and subject to the conditions set forth in this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the Parties, intending legally to be bound, agree as follows:

**ARTICLE I
DEFINED TERMS**

The following capitalized terms shall have the meaning specified in this Article I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Adjusted Capital Account Deficit" means, with respect to any Economic Interest Holder, the deficit balance, if any, in the Economic Interest Holder's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

A. the deficit shall be decreased by any amounts which the Economic Interest Holder is obligated to restore or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

B. the deficit shall be increased by the items described in Regulation Sections 1.704-1(b)(2)(ii)-(d)(4), (5), and (6).

"Affiliate" means with respect to any Member, any Person which is owned or controlled, directly or indirectly, by a Member or group of Members.

"Agreement" means this Operating Agreement, as amended from time to time.

"Arbitration Value" shall mean the fair market value of (i) all real property owned by the Company in the case of a sale of an Economic Interest or Membership Interest or (ii) property contributed to, or distributed from, the Company (the item being valued hereunder is hereinafter referred to as the "Valued Property") determined by arbitration in accordance with these provisions. The purchasing and selling parties, in the case of a sale of an Economic Interest or Membership Interest, or the receiving or contributing Member and the other Members as a group, in the case of a distribution or contribution of property from or to the Company, shall each prepare a written report which will contain a statement as to their opinion of the fair market value of the Valued Property

(which shall be stated as a fixed amount and not as a value range) and such information and analysis that the party deems relevant to support such opinion (each party's written report is hereinafter referred to as the "Valuation Report"). The Valuation Report may, but need not, include a written appraisal prepared by a third party. The two Valuation Reports shall then be submitted to an arbitrator who is a member of the American Arbitration Association for a determination as to the fair market value of the interest being sold. The Valuation Report prepared by each party must be submitted to the arbitrator within forty-five (45) days following the date the arbitrator has been appointed. If a party fails to submit its Valuation Report within such forty-five (45) day period, then the Arbitration Value shall be the value set forth in the Valuation Report submitted timely. The rules of the American Arbitration Association shall govern, except that:

(1) the arbitrator, in rendering his decision as to the fair market value of the Valued Property, shall be limited to selecting a fair market value as stated in one of the two Valuation Reports submitted by the parties even if such arbitrator determines that neither Valuation Report adequately reflects the fair market value of such Valued Property; and

(2) in making such determination, the arbitrator shall determine which of the values set forth in the two Valuation Reports most closely approximates the fair market value of such Valued Property as determined by the arbitrator; and

(3) in making such determination, the arbitrator may, but is not obligated to, rely on the supporting information provided in the Valuation Reports or such other information and testimony obtained by the arbitrator from third parties (which may include an independent appraisal), or requested from the parties.

(4) The fair market value of the Valued Property is to be determined as of the date the purchasing party elected to purchase the Economic Interest or Membership Interest, or date of distribution or contribution, as the case may be.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The losing party shall pay all costs, fees and expenses of the arbitration. In conducting the arbitration and making its determination thereof, the arbitrator shall be guided by such rules as it shall deem fair and appropriate in the circumstances. Any determination rendered by the arbitrator shall be final, conclusive and binding upon the Parties. The arbitration proceedings shall be held in Syracuse, New York.

"Capital Account" means the account to be maintained by the Company for each Economic Interest Holder in accordance with the following provisions:

(i) an Economic Interest Holder's Capital Account shall be credited with the Economic Interest Holder's Capital Contributions, the amount of any Company liabilities assumed by the Economic Interest Holder (or which are secured by Company property distributed to the Economic Interest Holder); and the Economic Interest Holder's distributive share of Profit; and

(ii) an Economic Interest Holder's Capital Account shall be debited with the amount of money and the fair market value of any Company property distributed to the Economic Interest Holder, the amount of any liabilities of the Economic Interest Holder assumed by the Company (or which are secured by property contributed by the Economic Interest Holder to the Company), and the Economic Interest Holder's distributive share of Loss.

If any Economic Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Economic Interest. If the book value of Company property is adjusted pursuant to Section 4.3.2, the Capital Account of each Economic Interest Holder shall be adjusted to reflect the aggregate adjustment in the same manner as if the Company had recognized gain or loss equal to the amount of such aggregate adjustment. It is intended that the Capital Accounts of all Economic Interest Holders shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by a Member, net of liabilities assumed or to which the assets are subject.

"Cash Flow" means all cash funds of the Company (including interest received on reserves), without reduction for any non-cash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by the Members.

"Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

"Company" means **MOHAWK PROPERTY COMPANY HOLDINGS LLC**.

"Company Minimum Gain" has the meaning set forth in Sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations substituting the term "limited liability company" for the term "partnership" whenever the context requires.

"Depreciation" means, for each Fiscal Year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable under the Code with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Majority Vote of the Members.

“Economic Interest” means a Person’s share of the Profits and Losses of, and the right to receive distributions from, the Company.

“Economic Interest Holder” means any Person who holds an Economic Interest, whether as a Member or an unadmitted assignee of a Member.

“Fair Market Value” shall mean with respect to any property or asset or with respect to any Member’s or Economic Interest Holder’s Percentage Interest in the Company, the dollar value of such item determined (i) by the mutual agreement of all Members in the case of a contribution or distribution of property to/from the Company, (ii) by mutual agreement of the buying and selling parties in the case of a purchase of a Membership Interest or Economic Interest or (iii) if the Fair Market Value cannot be mutually agreed upon as provided in (i) or (ii), as the case may be, then the Fair Market Value shall equal the Arbitration Value, except in the case of a purchase of a Membership Interest or Economic Interest in which case the Fair Market Value shall equal the net proceeds that the selling Member or Economic Interest Holder would have received if the Company sold all of its real property for its Arbitration Value and liquidated under Section 4.4 of this Agreement, except that the Company must obtain a written opinion of counsel that the liabilities and obligations for which a reserve would be established under Section 4.4.3 are reasonable and more likely than not to materialize.

“Family Member” means an individual’s spouse, lineal ancestors or descendants by birth or adoption, and trusts for the exclusive benefit of any of the foregoing individuals, or any entity owned or controlled directly or indirectly by any of the foregoing.

“Gross Asset Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(1) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Company;

(2) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Majority Vote of the Members as of the following times:

(A) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution;

(B) the distribution by the Company to a Member or Assignee of more than a de minimis amount of assets as consideration for an interest in the Company; and

(C) the liquidation of the Company within the meaning of Regulations 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments pursuant to clauses (A) and (B) above shall be made only if the Majority Vote of the Members reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members and assignees of Members in the Company;

(3) The Gross Asset Value of any Company asset distributed to any Member or assignee of a Member shall be the gross fair market value of such asset on the date of distribution; and

(4) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation 1.704-1(b)(2)(iv)(m) and paragraph 4.3.9); provided, however, that Gross Asset Values shall not be adjusted pursuant to this paragraph to the extent the Majority Vote of the Members determine that an adjustment pursuant to subparagraph (2) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this paragraph (4). If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraphs (1), (2), or (4) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“Involuntary Withdrawal” means, with respect to any Member, any attempted transfer of a Membership Interest upon the occurrence of any of the following events:

- (i) the Member makes an assignment for the benefit of creditors;
- (ii) the Member files a voluntary petition of bankruptcy;
- (iii) the Member is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding;
- (iv) the Member files a petition seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;
- (v) the Member seeks, consents to, or acquiesces in the appointment of a trustee for, receiver for, or liquidation of the Member or of all or any substantial part of the Member’s properties;
- (vi) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in Subsections (i) through (iii);
- (vii) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, continues for one hundred twenty (120) days after the commencement thereof, or the appointment of a trustee, receiver, or liquidator for the Member or all or any substantial part of the Member’s properties without the Member’s agreement or acquiescence, which appointment is not vacated or stayed for one hundred twenty (120) days or, if the appointment is stayed, for one hundred twenty (120) days after the expiration of the stay during which period the appointment is not vacated;

(viii) any transfer of a Member's interest in the Company on account of a court order or otherwise by operation of law, including any transfer incident to any divorce or marital property settlement or any transfer pursuant to applicable community property, quasi-community property or similar state law.

"Law" means the Delaware Limited Liability Company Act, as amended from time to time.

"Majority Vote" means the affirmative vote of the Members owning a majority of the Percentages owned by all Members (i.e., the Percentage owned by an Economic Interest Holder who has not been admitted as a Member shall not be counted) eligible to vote.

"Manager" means Rotterdam Ventures, Inc.

"Member" means each Person signing this Agreement and any Person who subsequently is admitted as a Member of the Company. If a Person (as herein defined) is a Member immediately before the purchase or other acquisition by such Person of an Economic Interest, that Person shall have all the rights of a Member with respect to the purchased or otherwise acquired Economic Interest.

"Membership Interest" means all of the rights of a Member in the Company, including a Member's: (i) Economic Interest; (ii) right to inspect the Company's books and records; (iii) right to participate in the management of and vote on matters coming before the Company; and (iv) unless this Agreement or the Articles of Organization provide to the contrary, right to act as an agent of the Company.

"Member Nonrecourse Debt" has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations substituting the term "member" for the term "partner" whenever the context requires.

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations substituting the term "member" for the term "partner" whenever the context requires.

"Member Nonrecourse Deductions" has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

"Minimum Gain" has the meaning set forth in Regulation Section 1.704-2(d). Minimum Gain shall be computed separately for each Economic Interest Holder in a manner consistent with the Regulations under Code Section 704(b).

"Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(b)(1) of the Regulations substituting the term "member" for the term "partner" whenever the context requires.

"Nonrecourse Liability" has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

"Percentage" means, as to a Member, the percentage determined below, and as to an Economic Interest Holder who is not a Member, the Percentage of the Member whose Economic Interest has been acquired by such Economic Interest Holder, to the extent the Economic Interest Holder has succeeded to that Member's Economic Interest:

<u>Member Name</u>	<u>Percentage</u>
Galesi	50%
Buicko	50%

"Person" means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

"Positive Capital Account" means a Capital Account with a balance greater than zero.

"Profit" and "Loss" means, for each taxable year of the Company (or other period for which Profit or Loss must be computed), the Company's taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

(i) all items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss; and

(ii) any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be added to the taxable income or loss; and

(iii) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss; and

(iv) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes; and

(v) in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the adjusted book value of the asset; and

(vi) notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 4.3 hereof shall not be taken into account in computing Profit or Loss.

“Promissory Note” shall mean a promissory note in form similar to that as may be used by commercial lending institutions in the State of New York which shall provide for sixty (60) equal monthly installments of principal, the first of which installment shall be due and payable one (1) month after the date of execution of the note. In addition to the monthly principal installments, interest shall be paid monthly on the deferred principal balance at a rate equal to the prime rate of interest posted in the Wall Street Journal (or any successor newspaper), such rate to be adjusted monthly as such rate may change. The said Promissory Note may be prepaid, in whole or in part, at any time, without penalty.

“Regulation” means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

“Transfer” means—when used as a noun—any sale, hypothecation, pledge, assignment, attachment, or other transfer—and, when used as a verb—means to sell, hypothecate, pledge, assign, or otherwise transfer.

“Voluntary Withdrawal” means a Member’s disassociation with the Company by means other than a Transfer or an Involuntary Withdrawal.

**ARTICLE II
FORMATION AND NAME:
OFFICE; PURPOSE; TERM**

2.1. Organization. The parties hereby organize a limited liability company pursuant to the Law and the provisions of this Agreement and, for that purpose, have caused Articles of Organization to be prepared, executed, and filed with the Delaware Department of State on June 26, 2015.

2.2. Name of the Company. The name of the Company shall be **MOHAWK PROPERTY COMPANY HOLDINGS LLC**. The Company may do business under that name and under any other name or names upon which the Members agree. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a certificate as required by General Business Law §130.

2.3. Purpose. The Company is formed for any lawful business purpose or purposes.

2.4. Term. The term of the Company shall continue until terminated pursuant to Article VII of this Agreement.

ARTICLE III
MEMBERS; CAPITAL; CAPITAL ACCOUNTS

3.1. Capital Contributions. The Capital Contributions of the Members to be made are set forth below:

<u>Member Name</u>	<u>Contribution</u>
Galesi	\$10
Buicko	\$10

3.2. Liability of Members. No Member shall have any personal liability for any obligation of the Company solely by reason of being a Member in the Company.

3.3. No Interest on Capital Contributions. Economic Interest Holders shall not be paid interest on their Capital Contributions.

3.4. Return of Capital Contributions. Except as otherwise provided in this Agreement or in the Credit Pass-Through Agreement of even date herewith, no Economic Interest Holder shall have the right to receive any return of any Capital Contribution.

3.5. Form of Return of Capital. If an Economic Interest Holder is entitled to receive a return of a Capital Contribution, the Company may distribute cash, notes, property, or a combination thereof to the Economic Interest Holder in return of the Capital Contribution.

3.6. Capital Accounts. A separate Capital Account shall be maintained for each Economic Interest Holder.

3.7. No Third Party Rights. The right of the Company or the Members to require any additional contributions under the term of this Agreement shall not be construed as conferring any rights or benefits to or upon any Person not a party to this Agreement.

3.8. Subsequent Capital Contributions.

A. It is intended that any certain funds required for the purposes of the Company, including costs of construction, shall be supplied by capital contributions from the Members. The Economic Interest Holders agree to advance such funds to the Company as required, simultaneously, and in proportion to their respective Percentages (the "Capital Call Obligation"). The Capital Call Obligation for each Economic Interest Holder shall be due to the Company within ten (10) days after the Economic Interest Holder has received written notice (the "Capital Call Due Date") from the Manager. If an Economic Interest Holder (the "Defaulting Party") fails to make his Capital Call Obligation by the Capital Call Due Date, the other Economic Interest Holder(s) (a "Non-Defaulting Party") may, but are not obligated to, contribute to the Company the amount otherwise required to be contributed by the Defaulting Party. The funds advanced by an Economic Interest Holder shall constitute a loan (the "Deficiency Loan") to the Defaulting Party by the Non-Defaulting Party. The Deficiency Loan shall bear interest at a rate

per annum equal to the lesser of 12 percent per annum or the highest rate permitted by applicable law. To the extent any portion of the Deficiency Loan remains outstanding at the time the Defaulting Party would otherwise be entitled to receive a distribution of cash from the Company pursuant to Article IV hereof, the distribution to which the Defaulting Party would otherwise be entitled shall instead be paid to the Non-Defaulting Party (pro-rata if more than one Economic Interest Holder under the Deficiency Loan) to the extent required to discharge the Deficiency Loan plus accrued and unpaid interest thereon.

B. Notwithstanding anything contained in this Agreement to the contrary, if a Defaulting Party has not made its Capital Call Obligation (or repaid the Deficiency Loan, as the case may be) within ninety (90) days after the Capital Call Due Date, that Defaulting Party shall lose all voting rights with respect to all matters involving the Company until such time as the Capital Call Obligation has been made (or the Deficiency Loan has been completely repaid, as the case may be to the Non-Defaulting Party, including interest).

**ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS**

4.1. Distributions of Cash Flow. Except as otherwise provided below, Cash Flow of the Company shall be distributed to the Economic Interest Holders in proportion to their Percentages.

4.2. Allocation of Profit or Loss. Except as otherwise provided below, after giving effect to the special allocations set forth in Section 4.3, for any taxable year of the Company, Profit or Loss shall be allocated to the Economic Interest Holders as follows:

(a) Profits. Profits of the Company will be allocated annually as follows:

(1) First, to the Members until the cumulative Profits allocated to the Members pursuant to this paragraph 4.2(a)(1) for the current and all prior Fiscal Years is equal to the cumulative Losses allocated pursuant to paragraph 4.2(b)(1);

(2) Thereafter, to each Member in proportion to each Member's Percentage.

(b) Losses and Deductions. Losses and deductions of the Company will be allocated as follows:

(1) First, to the Members in an amount equal to the aggregate Profits previously allocated to their Membership Interests in the Company in the proportion that such Profits were allocated pursuant to paragraph 4.2(a) less any amounts allocated in prior years pursuant to this paragraph 4.2(b)(1);

(2) Thereafter, to each Member in proportion to each Member's Percentage.

(3) Notwithstanding the foregoing allocations, no allocation of loss or deduction shall be made to a Member that creates (or increases) an Adjusted Capital Account Deficit for that Member. All losses and deductions in excess of such limitation shall be allocated among the Members for whom the allocation of the loss or deduction would not create (or increase) an Adjusted Capital Account Deficit, pro rata according to positive Adjusted Capital Account balances of the Members.

Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Economic Interest Holders in the same proportions as they share Profits and Losses, as the case may be, for the year.

4.3. Regulatory Allocations.

4.3.1. Minimum Gain Chargeback. Except as set forth in Regulation Section 1.704-2(f)(2), (3), and (4), if, during any taxable year, there is a net decrease in Minimum Gain, each Economic Interest Holder, prior to any other allocation pursuant to this Article IV, shall be specially

allocated items of gross income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to that Economic Interest Holder's share of the net decrease of Minimum Gain, computed in accordance with Regulation Section 1.704-2(g). Allocations of gross income and gain pursuant to this Section shall be made first from gain recognized from the disposition of Company assets subject to non-recourse liabilities (within the meaning of the Regulations promulgated under Code Section 752), to the extent of the Minimum Gain attributable to those assets, and thereafter, from a pro rata portion of the Company's other items of income and gain for the taxable year. It is the intent of the parties hereto that any allocation pursuant to this Section shall constitute a "minimum gain chargeback" under Regulation Section 1.704-2(f).

4.3.2. Contributed Property and Book-ups. In accordance with Code Section 704(c) and the Regulations thereunder, as well as Regulation Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss, and deduction with respect to any property contributed (or deemed contributed) to the Company shall, solely for tax purposes, be allocated among the Economic Interest Holders so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution). If the adjusted book value of any Company asset is adjusted as provided herein, subsequent allocations of income, gain, loss, and deduction with respect to the asset shall take account of any variation between the adjusted basis of the asset for federal income tax purposes and its adjusted book value in the manner required under Code Section 704(c) and the Regulations thereunder.

4.3.3. Qualified Income Offset. No Economic Interest Holder shall be allocated Losses or deductions if the allocation causes the Economic Interest Holder to have an Adjusted Capital Account Deficit. If an Economic Interest Holder receives (1) an allocation of Loss or deduction (or item thereof) or (2) any distribution, which causes the Economic Interest Holder to have an Adjusted Capital Account Deficit at the end of any taxable year, then all items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain) for that taxable year shall be allocated to that Economic Interest Holder, before any other allocation is made of Company items for that taxable year, in the amount and in proportions required to eliminate the excess as quickly as possible. This paragraph is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulations promulgated under Code Section 704(b).

4.3.4 Minimum Gain Chargeback - Member Nonrecourse Debt Minimum Gain. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations and notwithstanding any other provision of Article IV except paragraph 4.3.3, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Company Fiscal Year, each Person who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to the portion of such Person's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member and assignee of a Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This

paragraph is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

4.3.5 Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Fiscal Year or other period shall be specially allocated to the Member or assignee of a Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

4.3.6 Section 734(b) or Section 743(b) Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Sections 734(b) or Section 743(b) of the Code is required to be taken into account in determining Capital Accounts as the result of a distribution to a Member (or assignee of a Member) in complete liquidation of his Membership Interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if such adjustment increases the basis of the assets) or loss (if such adjustment decreases such basis) and such gain or loss shall be specifically allocated to the Members in accordance with their Membership Interests in the Company in the event Regulations Section 1.704-1 (b)(2)(iv)(m)(2) applies or to the Members to whom such distribution was made in the event Regulations Section 1.704-1 (b)(2)(iv)(m)(4) applies.

4.3.7 Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year or other period shall be specifically allocated to the Members (or Assignees) in proportion to their respective Company Percentages.

4.3.8 Excess Nonrecourse Liabilities. Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations Section 1.752-3(a)(3), the Members' Membership Interests in Profits are equal to their Company Percentages.

4.3.9 Curative Allocations. The allocations set forth in paragraph 4.3 (the "Regulatory Allocations") are intended to comply with certain requirements of Sections 1.704-1(b) and 1.704-2 of the Treasury Regulations (and any successor provisions thereto). Notwithstanding any other provision of this Article IV, the Regulatory Allocations shall be taken into account in allocating other profits, losses and items of income, gain, loss and deduction among the Members so that, to the extent possible, the net amount of such allocations of other profits, losses and other items and the Regulation Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Regulatory Allocations had not been made.

4.4. Liquidation and Dissolution. The net proceeds of liquidation and dissolution of the Company, and from the sale of substantially all of the Company's property, shall be distributed as follows:

4.4.1. first to the payment of all expenses of the Company incident to such sale or dissolution;

4.4.2. next, to the payment of debts and liabilities of the Company then due and outstanding (including repayment of all debts due to any Economic Interest Holder or Member);

4.4.3. to the establishment of any reserves which the Members deem necessary by Majority Vote for liabilities or obligations of the Company; and then

4.4.4. the balance, if any, to the Economic Interest Holders in proportion to their positive Capital Account balances;

4.4.5. No Economic Interest Holder shall be obligated to restore a negative Capital Account.

4.5. General.

4.5.1. Except as otherwise provided in this Agreement, the timing and amount of all distributions shall be determined by the Majority Vote of the Members.

4.5.2. If any assets of the Company are distributed in kind to the Economic Interest Holders, those assets shall be valued on the basis of their fair market value, and any Economic Interest Holder entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Economic Interest Holders so entitled. Unless the Members otherwise agree by Majority Vote, the fair market value of the assets shall be their Fair Market Value. The Profit or Loss for each unsold asset shall be determined as if the asset had been sold at its fair market value, and the Profit or Loss shall be allocated as provided in Section 4.2 and shall be properly credited or charged to the Capital Accounts of the Economic Interest Holders prior to the distribution of the assets in liquidation pursuant to Section 4.4.

4.5.3. The Members are hereby authorized, upon the advice of the Company's tax counsel, to amend this Article IV to comply with the Code and the Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect distributions to an Economic Interest Holder without the Economic Interest Holder's prior written consent.

4.5.4. Special Tax Distribution. Notwithstanding anything to the contrary set forth herein, if at any time taxable income is allocated to any Member by the Company, the Company shall distribute to any Member, within twenty (20) business days following the applicable Tax Return Date (as hereinafter defined), as a special distribution (a "Special Tax Distribution"), an amount equal to the product of (i) the amount of taxable income allocated on Form K-1 of the Company, and (ii) 45 percent.

4.6. Cash Savings Clause. The Parties intend that the provisions of this Article 4 shall produce final Capital Account balances of the Members that will permit liquidating distributions that are made in accordance with final Capital Account balances under this Section to be made (after unpaid loans and interest thereon, including those owed to Members have been paid) in a manner identical to the order of priorities of cash flow set forth in Section 4.1. To the extent that the tax allocation provisions of this Article 4 would fail to produce such final Capital Account balances, (i) such provisions shall be amended by the Managing Member if and to the extent necessary to produce

such result and (ii) taxable income and taxable loss of the Company for prior open years (or items of gross income and deduction of the Company for such years) shall be reallocated by the Managing Member among the Members to the extent it is not possible to achieve such result with allocations of items of income (including gross income) and deduction for the current year and future years, as reasonably determined by the Managing Member in consultation with the Company's certified public accountant. This Section shall control notwithstanding any reallocation or adjustment of taxable income, taxable loss, or items thereof by the Internal Revenue Service or any other taxing authority. The Managing Member shall have the power to amend this Agreement without the consent of the other Members, as it reasonably considers advisable, to make the allocations and adjustments described in this Section. To the extent that the allocations and adjustments described in this Section result in a reduction in the distributions that any Member will receive under this Agreement, compared to the amount of the distributions such Member would have received if all such distributions were made pursuant to the order of priority set forth in Section 4.1, the Company may make a Guaranteed Payment (as described in Section 707(c) of the Code) to such Member (to be made at the time such Member would otherwise receive the distributions that have been reduced) to the extent such payment does not violate the requirements of Section 704(b) of the Code or may take such other action as reasonably determined by the Company's Certified Public Accountant to offset such reduction.

**ARTICLE V
MANAGEMENT: RIGHTS,
POWERS, AND DUTIES**

5.1 Exercise of Management. The overall management and control of the business, assets and affairs of the Company shall be vested in the Manager. No other Member shall take part in the management or control of the business of the Company or have authority to bind the Company except as specifically provided herein. The Manager shall have full, exclusive, and complete discretion, power, and authority to manage, control, administer, and operate the business and affairs of the Company for the purposes herein stated, and to make all decisions affecting such business and affairs, including but not limited to decisions relating to the acquisition, development, financing (construction and permanent), leasing, and sale of Company assets. The Manager shall have the full power to execute and deliver, for and on behalf of the Company, any and all documents and instruments which may be necessary or desirable to carry on the business of the Company. No person dealing with the Manager need inquire into the validity or propriety of any document or instrument executed in the name of the Company by the Manager, or as to the authority of the Manager in executing the same. Without limiting the foregoing, any person or entity dealing with the Company or the Manager or any Member may rely upon a certificate signed by the Manager as to: (i) the identity of the Manager or any Member; (ii) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Manager or any Member or are in any other manner germane to the affairs of the Company; and (iii) the persons who or entities which are authorized to execute and deliver any instrument or document of or on behalf of the Company. The Company shall indemnify and hold the Manager harmless from any actions taken by the Manager in such capacity absent a showing of bad faith. The Members may, by unanimous vote or unanimous written consent, remove the Manager and, if they so elect, appoint a new Manager. The Manager agrees to cause the loan documents between the Company and its lender to include a provision that such lender will provide the Investor Member with a copy of any notice of default by the Company under the loan documents and provide the Investor Member an opportunity to cure such default.

5.2 Limitations upon the Authority of the Manager.

5.2.1 Notwithstanding any other provisions of this Agreement, the Manager shall not have authority to perform any act in violation of any applicable law or regulation thereunder;

5.2.2 The Manager shall not have any authority to do any of the following acts during the Initial Allocation Period without the consent of the Members:

- (i) borrow from the Company or commingle Company funds with funds of any other person;
- (ii) except as provided herein, become personally liable on or in respect of, or guarantee, a promissory note or a mortgage or any other indebtedness of the Company (other than for obligations to trade creditors or others incurred in connection with day to day operations);

- (iii) admit additional members to the Company except in accordance with the express terms hereof;
- (iv) cause or permit the Company to be merged with any other entity;
- (v) cause or permit the Company to make loans to the Manager or any affiliate of the Manager or Company;
- (vi) agree to sell, transfer or otherwise dispose of or encumber all or substantially all of the assets of the Company;
- (vii) take any action that would dissolve the Company;
- (viii) make any filing to begin Bankruptcy proceedings on behalf of the Company;
or
- (xii) change the nature of the Company business.

5.3. Meetings of and Voting by Members.

5.3.1. Annual meetings of the Members are not required. However, a special meeting of the Members may be called at any time by any Member. Meetings of Members shall be held at the Company's principal place of business. Not less than ten (10) nor more than sixty (60) days before each meeting, the Person calling the meeting shall give written notice of the meeting to each Member entitled to vote at the meeting. The notice shall state the place, date, hour, and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy without objecting to the lack of notice. Unless this Agreement provides otherwise, at a meeting of Members, the presence in person or by proxy of all of the Members constitutes a quorum. A Member may vote either in person or by written proxy signed by the Member or by the Member's duly authorized attorney in fact.

5.3.2. Only the consent of the Manager shall be required on any business of the Company as provided in section 5.1.

5.3.3. In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating the consent of Members holding such Percentages then held by Members as would be required for Members to take action under this operating agreement.

5.4. Personal Service. No Member shall be required to perform services for the Company solely by virtue of being a Member. Unless approved by the Members, no Member shall be entitled to compensation for services performed for the Company. However, upon substantiation of the amount and purpose thereof, the Members shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

5.5. Duties of Parties.

5.5.1. The Members shall devote such time to the business and affairs of the Company as is necessary to carry out the Members' duties set forth in this Agreement.

5.5.2. Nothing in this Agreement shall be deemed to restrict in any way the rights of any Member to conduct any other business or activity whatsoever, and no Member shall be accountable to the Company or to any other Member with respect to that business or activity even if the business or activity competes with the Company's business. The organization of the Company shall be without prejudice to the Members' respective rights to maintain, expand, or diversify such other interests and activities and to receive and enjoy profits or compensation therefrom.

5.5.3. Each Member understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with Members and their Affiliates. In any of those cases, those dealings and undertakings shall be at arm's length and on commercially reasonable terms.

5.6. Liability and Indemnification.

5.6.1. A Member shall not be liable, responsible, or accountable, in damages or otherwise, to any other Member or to the Company for any act performed by the Member with respect to Company matters, except for fraud, bad faith, gross negligence, or a breach of this Agreement which is not cured within a reasonable time after notice of such breach.

5.6.2. The Company shall indemnify each Member for any act performed by the Member with respect to Company matters, except for fraud, bad faith, gross negligence, or an intentional breach of this Agreement.

**ARTICLE VI
TRANSFER OF INTERESTS AND
WITHDRAWAL OF MEMBERS**

[RESERVED]

**ARTICLE VII
DISSOLUTION, LIQUIDATION, AND
TERMINATION OF THE COMPANY**

7.1. Events of Dissolution. The Company shall be dissolved upon the happening of any of the following events (a "Liquidating Event"):

7.1.1. upon the written agreement of the Members holding two-thirds or more of the Percentages then held by Members; or

7.1.2. sale of all of the Company assets; or

7.1.3. only as otherwise provided in this Agreement.

The Members hereby agree that, notwithstanding any provision of the Law, the Company shall not dissolve prior to the occurrence of a Liquidating Event. If it is determined by a court of competent jurisdiction that the Company has dissolved prior to the occurrence of a Liquidating Event, then each of the Members and the Economic Interest Holders shall be deemed to have recontributed the Company's property to the Company and hereby agree to continue the business of the Company without a winding up or a liquidation. In such event, and to the extent required, the Members shall file the appropriate certificates with the Delaware Department of State for the purposes of continuing on the business of the Company in a limited liability company pursuant to the terms of this Agreement.

7.2. Procedure for Winding Up and Distribution. If the Company is dissolved, the remaining Members shall wind up its affairs. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company, including Members and Economic Interest Holders who are creditors, in satisfaction of the liabilities of the Company, and then to the Members and Economic Interest Holders in accordance with Section 4.4 of this Agreement.

7.3. Filing of Articles of Dissolution. If the Company is dissolved, the Members shall promptly file Articles of Dissolution with the Delaware Department of State. If there are no remaining Members, the Articles shall be filed by the last Person to be a Member; if there are no remaining Members, or a Person who last was a Member, the Articles shall be filed by the legal or personal representatives of the Person who last was a Member.

ARTICLE VIII
BOOKS, RECORDS, ACCOUNTING,
AND TAX ELECTIONS

8.1. Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Members shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

8.2. Books and Records. The Members shall keep or cause to be kept complete and accurate books and records of the Company as required under Section 1102 of the Law as well as supporting documentation of transactions with respect to the conduct of the Company's business. The books and records shall be maintained in accordance with sound accounting practices and shall be available at the Company's principal office for examination by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours.

8.3. Annual Accounting Period. The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the Members, subject to the requirements and limitations of the Code.

8.4. Tax Matters Member. The Members shall designate a Member to be the Company's tax matters Member ("Tax Matters Member"). The Tax Matters Member shall have all powers and responsibilities provided in Code Section 6221, *et seq.* The Tax Matters Member shall keep all Members informed of all notices from government taxing authorities which may come to the attention of the Tax Matters Member. The Company shall pay and be responsible for all reasonable third-party costs and expenses incurred by the Tax Matters Member in performing those duties. A Member shall be responsible for any costs incurred by the Member with respect to any tax audit or tax-related administrative or judicial proceeding against any Member, even though it relates to the Company. The Tax Matters Member shall not compromise any dispute with the Internal Revenue Service without the approval of the Members.

ARTICLE IX GENERAL PROVISIONS

9.1. Assurances. Each Member shall execute all certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Members deem appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

9.2. Notifications. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively a "notice") required or permitted under this Agreement must be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested by overnight courier or by facsimile transmission. A notice must be addressed to a Member at the Member's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given when delivered based on affidavit of service. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees. A notice sent by facsimile is deemed given on date sent, as long as sender has confirmation that it was received by the other party.

9.3. Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

9.4. Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement among the Members with respect to the subject matter thereof. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all the Members.

9.5. Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Delaware.

9.6. Article and Section Titles. The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

9.7. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

9.8. Exclusive Jurisdiction and Venue. Any suit involving any dispute or matter arising under this Agreement may only be brought in a United States District Court located in the State of New York or any New York State Court having jurisdiction over the subject matter of the dispute or matter. All Members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

9.9. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the Person may in the context require.

9.10. Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

9.11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. PDF/Facsimile signatures shall constitute originals.

9.12. Waiver of Partition. Each Member and Economic Interest Holder waives during the term of the Company any right that he/she may have to maintain any action for partition with respect to the Company's property or assets.

9.13. Gender. Whenever necessary or appropriate, the masculine, feminine and neuter genders shall include the others, the singular shall include the plural and the plural shall include the singular.

[signatures on next page]

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first set forth above.

FRANCESCO GALESÌ IRREVOCABLE GRANT TRUST

By:  Trustee

DAVID M. BUICKO 2012 IRREVOCABLE TRUST

By: 

EXHIBIT A

<u>Member Name</u>	<u>Percentage</u>
Francesco Galesi Irrevocable Grantor Trust	50%
David M. Buicko 2012 Irrevocable Trust	50%

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

MOHAWK PROPERTY COMPANY, LLC

This Limited Liability Company Operating Agreement (the "Agreement"), dated as of the 26th day of June 2015, is being made by Mohawk Property Company Holdings, LLC (the "Member").

WITNESSETH:

WHEREAS, the Member wishes to form and become the member of a limited liability company to be called Mohawk Property Company, LLC (the "Company"), under and pursuant to the Delaware Limited Liability Company Act (the "Act"), Chapter 18, Title 6 of the Delaware Code, for the purposes set forth herein; and

WHEREAS, the Member agrees that its rights, powers, duties and obligations as the Member of the Company shall be governed by the terms and provisions of this Agreement;

NOW, THEREFORE, the Member states as follows:

ARTICLE I.

Formation, Name and Principal Place of Business

1. Formation and Name. The Member hereby organizes the Company, to be known as Mohawk Property Company, LLC pursuant to the Act. Except as otherwise expressly provided in the Company's Certificate of Formation (the "Certificate") or this Agreement, the rights and obligations of the Member with respect to the Company will be governed by the Act.
2. Principal Place of Business. The principal place of business for the transaction of the business of the Company shall be 695 Rotterdam Industrial Park, Schenectady, NY 12306. The

Member may from time to time change the principal place of business and establish additional offices.

3. Registered Office; Registered Agent. The Company shall maintain a registered office in the State of Delaware and a registered agent for service of process in the State of Delaware as required by the Act. The registered agent shall be as stated in the Certificate or as otherwise determined by the Member.

ARTICLE II.

Purpose and Powers of the Company

1. Purpose of the Company. The authorized purpose of the Company is to carry on any lawful business, purpose or activity which a limited liability company may carry on under the Act.
2. Powers of the Company. The Company will have the power, in fulfilling the purpose set forth above, to conduct any business or take any action which is lawful and which is not prohibited by the Act.

ARTICLE III.

Term of the Company

The term of the Company will commence with the filing of the Certificate with the Delaware Secretary of State in accordance with the Act and shall be of unlimited duration unless earlier terminated as provided in Article IX, Section 1 below.

ARTICLE IV.

Capital Contributions, Capital Accounts and Voting Rights of Member

1. Initial Capital Contribution. As the initial capital contribution to the Company, the Member is contributing, simultaneously with the execution of this Agreement, the cash and other property reflected in Exhibit A hereto.

2. Additional Contributions. The Member will have no obligation to contribute additional capital or make any loan to the Company. However, the Member may, from time to time make voluntary additional capital contributions to the Company.

3. Capital Accounts. A capital account will be maintained on the books of the Company for the Member. The capital account of the Member will be (a) credited with the amount of (i) the Member's initial capital contribution to the Company, (ii) voluntary additional capital contributions made by the Member, if any, and (iii) the share of the net income of the Company allocated to the Member's capital account pursuant to this Agreement, and (b) decreased by the amount of (i) all distributions to the Member, and (ii) the share of the net losses of the Company allocated to the Member's capital account.

4. Percentage Interest. The percentage interest of the Member in the Company (the "Percentage Interest") as of the date hereof is set forth on Exhibit A.

5. Limited Liability. Except to the extent required under the Act, no member of the Company (regardless of whether such member is serving as Manager (as hereinafter defined)) shall be personally liable for any debt, obligation or liability of the Company, regardless of whether the debt, obligation or liability arises in contract, tort or otherwise, solely by reason of being a member of the Company.

6. Member's Voting Rights. Except as expressly provided in this Agreement, the Member shall have all of the voting rights provided in the Act.

ARTICLE V.

Profits, Losses and Distributions

1. Allocations. The Member will be allocated the net income and net losses of the Company in accordance with the Percentage Interest. Net income or net losses will be allocated to the

Member's capital account as soon as practicable after the close of each fiscal year of the Company and at such other times as are considered necessary by the Manager.

2. Distributions. To the extent that net cash flow of the Company is available therefor, and in the good faith determination of the Manager, the Company shall make periodic distributions of such net cash flow to the Member.

ARTICLE VI.

Management

1. Manager. Mohawk Property Company Holdings, LLC is hereby designated to serve as manager of the Company (the "Manager") commencing on the date hereof. The Manager may, but need not, be a member of the Company.
2. Powers of the Manager; Attorneys-in-Fact. Except for instances in which the vote, consent or approval of the Member is expressly required by the Act or this Agreement, the Manager will have full, complete and exclusive authority, power and discretion to manage and control the business, property and affairs of the Company, to make all decisions regarding those matters and to perform any and all other acts and activities customary or incident to the management of the Company's business, properties and affairs. Notwithstanding the foregoing, the Manager may not, without the consent of the Member (i) do any act in contravention of this Agreement, (ii) do any act which would make it impossible to carry on the ordinary business of the Company, (iii) confess a judgment against the Company, or (iv) possess property of the Company or assign the rights of the Company in specific property for other than a Company related purpose.
3. Removal. The Manager may be removed at any time, with or without cause, by the written consent of the Member. Upon the removal of the Manager, the Member shall appoint a successor Manager who will succeed to all of the rights and obligations of the Manager hereunder.

4. Indemnification. (a) The Company shall indemnify, defend and hold harmless the Manager and the Member from and against any and all loss, liability, damage, cost or expense, including reasonable attorneys' fees, suffered or incurred in defense of any demands, claims or lawsuits against the Manager or the Member in or as a result of or relating to his or its capacity, actions or omissions as the Manager or the Member of the Company, or concerning the Company or any activities undertaken on behalf of the Company, provided that the acts or omissions of the Manager or the Member are not found by a court of competent jurisdiction upon entry of a final judgment to have been the result of fraud, gross negligence or willful misconduct or to have violated such lesser standard of conduct or public policy as under applicable law that prevents indemnification hereunder.

(b) Each of the Manager and the Member shall be entitled to receive, upon request therefor, to the extent cash or cash equivalents are available to the Company, advances to cover the costs of defending any claim or action against him or it; provided, however, that such advances shall be repaid to the Company, with interest, if he or it is found by a court of competent jurisdiction upon entry of a final judgment to have violated the standards for indemnification set forth in Section 4(a) above.

ARTICLE VII.

Books and Records

1. Maintenance of Books and Records. The Manager shall maintain full and accurate books of account and records of the Company at the principal place of business of the Company. The Manager shall enter in such books all transactions of or relating to the Company or its business.

2. Member's Access to Information. The Company shall provide to the Member, or its duly authorized representative, information relating to the Company in accordance with Section 305 of the Act.

3. Annual Statements. As soon as practicable after the end of each fiscal year of the Company, the Manager shall prepare a statement of financial condition as of the last day of the Company's fiscal year, and a statement of income and expenses for the fiscal year then ended, together with supporting schedules. Each of said annual statements shall be prepared on an income tax basis and delivered to the Member forthwith upon its preparation.

ARTICLE VIII.

Admission of New or Substitute Members

No person may become a member of the Company unless and until he, she or it has been approved in writing by the Manager and has executed and delivered to the Company a copy of this Agreement. Upon such admission, a new Exhibit A shall be prepared by the Manager and circulated to the Member(s).

ARTICLE IX.

Dissolution

1. Dissolution. The Company will be dissolved and its affairs wound up upon the first to occur of the following events:

(a) the written consent of the Member;

(b) the entry of a decree of judicial dissolution under Section 802 of the Act; and

(c) the death, insanity, bankruptcy, withdrawal or resignation of the Member or the occurrence of any other event which terminates the membership of the Member in the Company.

2. Liquidation. Upon the dissolution of the Company, the Company will cease to engage in any further business, except to the extent necessary to perform existing obligations, and the Manager or successor shall wind up its affairs and liquidate or distribute its assets. Except as provided under Section 803 of the Act, the Manager, or successor, shall appoint a liquidator (who may, but need not, be the Manager or successor) who shall have sole authority and control over the winding up of the Company's business and affairs and shall diligently pursue the winding up of the Company.

3. Application of Proceeds. Subject to Section 804 of the Act, upon dissolution, the proceeds of any liquidation shall be applied as follows: (i) first, to pay all expenses of liquidation and winding up; (ii) second, to pay all debts, obligations and liabilities of the Company in the order of priority provided by law, other than liabilities owing to the Member or its successor in respect of distributions pursuant to Section 601 or 604 of the Act; (iii) third, to pay all debts of the Company owing to the Manager or its successor in respect of distributions pursuant to Section 601 or 604 of the Act; and (iv) fourth, to the Member or its successor.

4. Filing. Upon dissolution and completion of the winding up of the Company and distribution of its assets, the Manager or successor shall cause a Certificate of Cancellation of the Company to be executed and filed with the Delaware Secretary of State in accordance with Section 203 of the Act.

ARTICLE X.

Miscellaneous Provisions

1. Entire Agreement. This Agreement contains the entire agreement of the Member with respect to the subject matter hereof, supersedes all prior agreements relating to the subject matter hereof and may not be changed, altered, or amended, except in a written instrument signed by the Member. This Agreement will be governed by, construed and enforced in accordance with, the laws of the State of Delaware without regard to its principles of conflicts of laws. This Agreement will be binding upon and will inure to the benefit of the Member and its successors and assigns.

2. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is held invalid, the remainder of this Agreement and the application of its provisions to other persons and circumstances will not be affected thereby.

3. Headings. The headings of the respective Articles and Sections of this Agreement are inserted for convenience of reference only and will not affect the meaning of the provisions of this Agreement.

4. Application of the Act. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of the Act.

IN WITNESS WHEREOF, the Member has executed and delivered this Agreement as of the date first above written.

MOHAWK PROPERTY COMPANY
HOLDINGS, LLC



By: David Buicko
Its: Authorized Representative

EXHIBIT A

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
Mohawk Property Company Holdings, LLC	\$1.00	100%