

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BROWNFIELD CLEANUP PROGRAM
ECL §27-1401 *et seq.*

In the Matter of a Remedial Program for

**AMENDMENT TO BROWNFIELD SITE
CLEANUP AGREEMENT
Index No. C734144-06-15**

Former Coyne Textile

DEC Site No: C734144

Located at: 140 Cortland Avenue, Syracuse, Onondaga County, NY 13202
Hereinafter referred to as "Site"

by:

Ranalli/Taylor St., LLC
PO Box 678, Liverpool, NY 13088

Hereinafter referred to as "Applicant"

WHEREAS, the Department of Environmental Conservation ("Department") is authorized to administer the Brownfield Cleanup Program ("BCP") set forth in Article 27, Title 14 of the Environmental Conservation Law ("ECL"); and

WHEREAS, the Department and the Applicant seek to amend the existing BCP Agreement for the Site, based on the 2015 changes to the BCP.

NOW, THEREFORE, IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE TO THE FOLLOWING:

I. Tax Credit Status & Deadline for receipt of Certificate of Completion (COC)

Based on the fact that the Site did not receive a COC by December 31, 2019, it is hereby subject to the terms of the BCP in effect as of July 1, 2015, including, but not limited to, the tax credit structure and the deadline of March 31, 2026.

With respect to eligible costs incurred under the BCP, this Amendment shall not change the effective date of the Agreement, and otherwise eligible costs incurred from the original effective date of the agreement will still be eligible costs for tax credit purposes.

II. Miscellaneous

A. Except for the modifications set forth herein, the original Agreement shall

remain in full force and effect and the terms thereof and the obligations therein are incorporated herein and shall apply with the same force and effect to the provisions of this Amendment. The terms of the original Agreement, including all exhibits, appendices and subsequent modifications, are not otherwise modified or expanded in any way.

B. The terms herein shall constitute this complete and entire Amendment of the Agreement. No term, condition, understanding or agreement purporting to modify the terms of the Agreement shall be binding unless subscribed to by both parties in accordance with the terms of the Agreement.

C. The effective date of this Amendment is the date it is signed by the Commissioner or the Commissioner's designee.

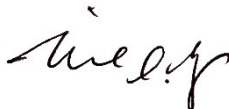
D. This Amendment may be signed in counterparts.

DATED:

June 10, 2020

THIS BROWNFIELD CLEANUP AGREEMENT
AMENDMENT IS HEREBY APPROVED, Acting by and
Through the Department of Environmental Conservation as
Designee of the Commissioner,

By:

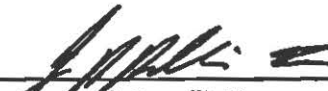


Michael J. Ryan, P.E., Director
Division of Environmental Remediation


ASSIGNMENT OF MEMBERSHIP INTEREST

For good and valuable consideration, JAMES P. RANALLI, III, as Trustee of each of THE JAMES P. RANALLI 2012 IRREVOCABLE TRUST #2 and THE JAMES P. RANALLI 2012 IRREVOCABLE TRUST #3, hereby sells, assigns, and transfers unto JMA TECH PROPERTIES, LLC or its successors or assigns, one hundred percent (100%) of the Membership Interests in RANALLI/TAYLOR ST., LLC (the "Company"), standing in the name of each of THE JAMES P. RANALLI 2012 IRREVOCABLE TRUST #2 and THE JAMES P. RANALLI 2012 IRREVOCABLE TRUST #3 on the books of said Company and does hereby Irrevocably constitute and appoint COSTELLO, COONEY & FEARON, PLLC. to transfer the said Membership Interests in the books of the Company, free and clear of all encumbrances, liabilities, pledges, liens, or obligations.

THE JAMES P. RANALLI 2012 IRREVOCABLE TRUST #2

By: 
Name: James P. Ranalli, III
Title: Trustee
Date: 12/13/19

THE JAMES P. RANALLI 2012 IRREVOCABLE TRUST #3

By: 
Name: James P. Ranalli, III
Title: Trustee
Date: 12/13/19

**ACTION WITHOUT MEETING
OF
THE MANAGER
OF
JMA TECH PROPERTIES, LLC**

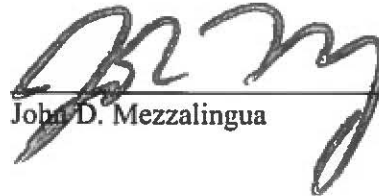
Effective Date: March 16, 2020

The undersigned, being the sole Manager of **JMA TECH PROPERTIES, LLC**, a New York limited liability company (the "**Company**"), does hereby authorize, adopt, ratify and consent to the following actions by resolution of the Managers:

RESOLVED, that the Amendment to the Brownfield Cleanup Agreement between the Company's subsidiary, Ranalli/Taylor St., LLC and the New York State Department of Environmental Conservation be and it hereby is ratified, approved and authorized; and it is

RESOLVED, that Dino Peios is hereby authorized on behalf of the Company's subsidiary, Ranalli/Taylor St., LLC, to do or cause to be done any and all actions necessary, and to execute any and all documents, as may be necessary on behalf of the Company's subsidiary, Ranalli/Taylor St., LLC, in order to effectuate the above approved resolutions.

MANAGER:



John D. Mezzalingua