



NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION



BROWNFIELD CLEANUP PROGRAM (BCP)
AMENDMENT APPLICATION FOR CHANGE IN PARTY

07/2010

Section I. Existing Application Information

BCP SITE NAME: 125 Main Street Site

BCP SITE NUMBER: C915262

NAME OF CURRENT APPLICANT(S): Harbor District Associates, LLC

INDEX NUMBER OF EXISTING AGREEMENT (if applicable): C915262-05-12

Section II. Requestor Information

NAME Harbor Lodging, LLC

ADDRESS 570 Delaware Avenue

CITY/TOWN Buffalo, NY

ZIP CODE 14202

PHONE 716-886-0211

FAX 716-886-2269

E-MAIL DavidBaldauf@Benderson.com

Is the requestor authorized to conduct business in New York State (NYS)?

☒ Yes

☐ No

-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.

NAME OF REQUESTOR'S REPRESENTATIVE David Baldauf, Esq.

ADDRESS 570 Delaware Avenue

CITY/TOWN Buffalo, NY

ZIP CODE 14202

PHONE 716-886-0211

FAX 716-886-2269

E-MAIL DavidBaldauf@Benderson.com

NAME OF REQUESTOR'S CONSULTANT EnSol, Inc. (Daniel J. Popp)

ADDRESS 661 Main Street

CITY/TOWN Niagara Falls, NY

ZIP CODE 14301

PHONE 716-285-3920

FAX 716-285-3928

E-MAIL dpopp@ensolinc.com

NAME OF REQUESTOR'S ATTORNEY Craig A. Slater, Esq.

ADDRESS 26 Mississippi Street, Suite 400

CITY/TOWN Buffalo, NY

ZIP CODE 14203

PHONE 716-845-6760

FAX 716-845-6764

E-MAIL CSlater@CSlaterLaw.com

THE 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

☒ VOLUNTEER

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.

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.

NOTE: By checking this box, the requestor certifies that he/she has exercised appropriate care with respect to the contamination found at the facility by taking reasonable steps to: i) stop any continuing discharge; ii) prevent any threatened future release; and iii) prevent or limit human, environmental, or natural resource exposure to any previously released contamination.

Section II. Requestor Information (Continued)

Requestor's Relationship to Property (check one):

☐ Prior Owner ☐ Current Owner ☐ Potential /Future Purchaser ☒ Other Leasor/Operator/Potential PurchaserIf requestor is not the site owner, requestor will have access to the property throughout the BCP project. ☒ Yes ☐ No

(Note: proof of site access must be submitted for non-owners)

Describe Requestor's Relationship to Existing Applicant:

Arm's length joint venturers/project partners.

Briefly Describe Basis for Submitting this Amendment Application:

Requestor will purchase or lease a large portion of the Property from the Existing Applicant and participate in directly funding and undertaking project improvements at the Site.

Section III. Current Site Owner/Operator Information (only include new information)

OWNER'S NAME (if different from requestor) Harbor District Associates, LLC

ADDRESS 8441 Cooper Creek Boulevard

CITY/TOWN University Park, Florida

ZIP CODE 34201

PHONE 941-359-8303

FAX 941-359-1836

E-MAIL danduggan@Benderson.com

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

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

Section IV. Eligibility Information for 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? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 2. Is the requestor subject to an existing order relating to contamination at the site? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 4. Has the requestor been determined to have violated any provision of ECL Article 27? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 5. Has the requestor previously been denied entry to the BCP? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving contaminants? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 7. Has the requestor been convicted of a criminal offense that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 8. Has the requestor knowingly falsified or concealed material facts or knowingly submitted or made use of a false statement in a matter before the Department? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.8(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? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Statement of Certification and Signatures Requestor

(Individual)

I acknowledge and agree to the general terms and conditions set forth in DER-32 *Brownfield Cleanup Program Applications and Agreements*. I also agree that in the event of a conflict between the general terms and conditions of participation set forth in DER-32 and the terms contained in a site-specific BCA, the terms in the BCA shall control. 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.

Date: 11/11, 2013 Signature: [Signature] Print Name: David Baldauf

(Entity)

I hereby affirm that I am Manager (title) of Harbor Lodging, LLC (entity); 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 acknowledge and agree to the general terms and conditions set forth in DER-32 *Brownfield Cleanup Program Applications and Agreements*. I also agree that in the event of a conflict between the general terms and conditions of participation set forth in DER-32 and the terms contained in a site-specific BCA, the terms in the BCA shall control. 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.

Date: 11/11, 2013 Signature: [Signature] Print Name: David Baldauf**Statement of Certification and Signatures Existing Applicant**

(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. If an Agreement exists, I will execute an Amendment to that Agreement if this Application for an Amendment is approved.

Date: 11/11, 2013 Signature: [Signature] Print Name: David Baldauf

(Entity)

I hereby affirm that I am Manager (title) of Harbor District Association, 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. If an Agreement exists, I will execute an Amendment to that Agreement if this Application for an Amendment is approved.

Date: 11/11, 2013 Signature: [Signature] Print Name: David Baldauf**SUBMITTAL INFORMATION:**

Three (3) complete copies are required.

- Two (2) copies, one hard copy with original signatures and one electronic copy in Portable Document Format (PDF) on a CD, 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

- One (1) paper copy must be sent to the DEC regional contact in the regional office covering the county in which the site is located. Please check DEC's website for the address of our regional offices:
<http://www.dec.state.ny.us/website/der/index.html>

FOR DEPARTMENT USE ONLY

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

PROJECT MANAGER: _____

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through November 5, 2013.

Selected Entity Name: HARBOR LODGING, LLC

Selected Entity Status Information

Current Entity Name: HARBOR LODGING, LLC

DOS ID #: 3554106

Initial DOS Filing Date: AUGUST 09, 2007

County: ERIE

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)

SHAUN B JACKSON, ESQ
570 DELAWARE AVE
BUFFALO, NEW YORK, 14202

Registered Agent

DANIEL J. DUGGAN
570 DELAWARE AVENUE
BUFFALO, NEW YORK, 14202

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
AUG 09, 2007	Actual	HARBOR LODGING, 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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HARBOR DISTRICT ASSOCIATES, LLC

**WRITTEN CONSENT
OF THE SOLE MEMBER**

November 1, 2013

The undersigned being holder of all of the membership interests of **Harbor District Associates, LLC**, a New York limited liability company (the "Company"), hereby jointly consent to the adoption of the following resolutions without a meeting and direct that this Consent be filed with the minutes of the Company:

RESOLVED, that **David H. Baldauf** (an "Authorized Person") be, and hereby is, authorized, directed, and empowered, acting alone, in the name or on behalf of the Company, to execute the Brownfield Cleanup Program ("BCP") Application, the BCP Agreement, or any other documents or agreements necessary to enter and participate in the New York State Department of Environmental Conservation's Brownfield Cleanup Program (Environmental Conservation Law Article 27, Title 14) for the property located at 125 Main Street, Buffalo, New York; and be it further

RESOLVED, that the Authorized Person is hereby authorized, empowered and directed to take all such action on behalf of the Company as he may deem necessary, appropriate or advisable to carry out the intent and purposes of these resolutions; and be it further

RESOLVED, that any acts of any manager of the Company and of any persons designated and authorized to act by any such manager of the Company, which acts would have been authorized by these resolutions except that such acts were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted as acts of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent of the Sole Member as of the date first set forth above.

Randall Benderson and David H. Baldauf as Trustees
under a Trust Agreement dated December 29, 1995
known as the Ronald Benderson 1995 Trust

ss



David H. Baldauf, Trustee

State of New York)
County of Erie) ss.:

On the 1st day of November in the year 2013, before me, the undersigned, a Notary Public in and for the said state, personally appeared David H. Baldauf, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

LEONARD A. ARCYMOWICZ
Notary Public, State of New York
No. 01AR5030717
Qualified in Erie County
Commission Expires May 20, 2014

HARBOR LODGING, LLC

**WRITTEN CONSENT
OF THE SOLE MEMBER**

November 1, 2013

The undersigned being holder of all of the membership interests of **Harbor Lodging, LLC**, a New York limited liability company (the "Company"), hereby jointly consent to the adoption of the following resolutions without a meeting and direct that this Consent be filed with the minutes of the Company:

RESOLVED, that **David H. Baldauf** (an "Authorized Person") be, and hereby is, authorized, directed, and empowered, acting alone, in the name or on behalf of the Company, to execute the Brownfield Cleanup Program ("BCP") Application, the BCP Agreement, or any other documents or agreements necessary to enter and participate in the New York State Department of Environmental Conservation's Brownfield Cleanup Program (Environmental Conservation Law Article 27, Title 14) for the property located at 125 Main Street, Buffalo, New York; and be it further

RESOLVED, that the Authorized Person is hereby authorized, empowered and directed to take all such action on behalf of the Company as he may deem necessary, appropriate or advisable to carry out the intent and purposes of these resolutions; and be it further

RESOLVED, that any acts of any manager of the Company and of any persons designated and authorized to act by any such manager of the Company, which acts would have been authorized by these resolutions except that such acts were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted as acts of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent of Sole Member as of the date first set forth above.

BLA II, LLC

[Signature]

David H. Baldauf, Manager

State of New York)
County of Erie)

ss.:

On the 1st day of November in the year 2013, before me, the undersigned, a Notary Public in and for the said state, personally appeared David H. Baldauf, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Leonard Arcymowicz

Notary Public

LEONARD A. ARCYMOWICZ
Notary Public, State of New York
No. 01AR5060717
Qualified in Erie County
Commission Expires May 20, 2014

LEASE

THIS AGREEMENT, made this 28th day of June, 2013, between HARBOR DISTRICT ASSOCIATES, LLC ("Lessor"), having offices at 7978 Cooper Creek Boulevard, Suite # 100, University Park, Florida 34201, party of the first part, and HARBOR LODGING, LLC ("Lessee"), a New York limited liability company, having offices at 7978 Cooper Creek Boulevard, Suite # 100, University Park, Florida 34201, party of the second part.

WITNESSETH:

That the Lessor hereby lets to the Lessee and the Lessee hereby hires from the Lessor the Demised Premises (as hereinafter defined) located in the office building (the "Building") located on land commonly known as the Donovan Block, Canal Street, 125 Main Street, Buffalo, New York (the "Development");

to commence July 1, 2013 and to expire June 30, 2033.

The Demised Premises hereby leased to Lessee are (i) two (2) elevators, (ii) the southern portion of the first floor of the Building, (iii) the entire second through the fourth floors of the Building, and (iv) a portion of below grade space, all as depicted on the floor plans attached as Exhibit A, together with the non-exclusive right to use all common areas within the Building and on the Donovan Block.

LESSEE COVENANTS TO PAY RENT AS FOLLOWS:

an annual rental of \$125,000.00 payable in equal monthly installments of \$10,416.67 each;

in advance on the first day of each month without offset or deduction to Lessor, in its name, at P.O. Box # 823201, Philadelphia, Pennsylvania 19182-3201, or to such other address or payee as Lessor may designate in writing. In the event that the Commencement Date is other than on the first of the month, then the rental for the balance of the month shall be pro-rated accordingly and the full term of the Lease shall commence on the first day of the following month.

Lessee shall be required to pay any applicable taxes levied against rental payments made hereunder.

EVERY COVENANT OF THIS LEASE SHALL BE DEEMED A CONDITION THEREOF WHICH SHALL INCLUDE:

COVENANT TO PAY RENT

1. The Lessee shall pay the above specified rent at the times and place hereinbefore mentioned.

USE

2. Lessee may use the Demised Premises for the operation of a hotel and related uses.

SIGNS, BUILDING ALTERATIONS AND CHANGES

3. The Lessee shall not use the Demised Premises for any other purpose than as above stated, nor erect or display any signs on the Demised Premises, nor make any alterations, additions or improvements to or upon the Demised Premises without the prior written consent of the Lessor, nor make or permit any defacement, injury or waste in, to or about the Demised Premises.

SUBLETTING AND ASSIGNMENT

4. Lessee shall have the unrestricted right to assign this Lease and/or sublet the Demised premises or any portion thereof, without the consent of Lessor, provided that any change from a "Courtyard by Marriott" brand shall require Lessor's prior written consent. No assignment or subletting shall release Lessee of its obligations hereunder.

SUBORDINATION OF MORTGAGES

5. This Lease shall be subject and subordinate to the lien of any mortgage or mortgages or deed or deeds of trust, which at any time may be placed upon the Lessor's interest in the Demised Premises.

EXAMINATION OF PREMISES

6. The Lessor shall at all reasonable times have access to the Demised Premises for the purposes of examining the same, making repairs required to be made by Lessor, or for the purpose of showing the Demised Premises to prospective purchasers or lessees; and for a period of at least three (3) months prior to the expiration of the Lease or any renewal thereof, shall have the right to post a sign on the front of Demised Premises offering the same "To Let" or "For Sale", which said sign the Lessee shall permit to remain without molestation.

LAW AND RULE COMPLIANCE

7. Lessee agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County, Municipal authorities and regulations of the Board of Fire Underwriters applicable to the Demised Premises and to the business to be conducted by Lessee in the Demised Premises.

INSURANCE

8. As additional rent, and upon demand Lessee agrees to pay its

proportionate share of insurance for the Building, protecting against all losses resulting from fire, loss of rents and other insurable hazards, casualties, risks and contingencies. Lessee's proportionate share shall be based upon the square footage of leasable space in the Building.

UTILITIES AND SERVICES

9. The utilities and services including, without limitation, electricity, water, gas, telephone and sewer service, furnished to the Demised Premises shall be provided and paid for by the Lessee, commencing on the date Lessee takes possession of the Demised Premises. Lessee shall not discontinue utility service to the Demised Premises at any time during the term of this Lease. If a sprinkler system is on the premises, Lessee will promptly pay water charges for such system regardless of basis on which municipality or water authority charges for such service. The Lessor shall not be liable for any interruption or delay in any of the above services for any reason. In the event Lessee fails to have the utility companies set up the accounts in its name on the date Lessee takes possession of the Demised Premises, then Lessee shall pay Lessor for the utilities consumed at the Demised Premises plus an additional twenty percent (20%) to cover Lessor's administrative and overhead costs. Lessee shall at all times operate the HVAC system and all utilities serving the Demised Premises so as to prevent any damage to the Demised Premises or the systems serving the Demised Premises.

TERMINATION ON DEFAULT AND RIGHTS OF LESSOR

10. A. In the event that Lessee shall violate any condition, covenant or agreement contained in this Lease, or any part thereof, then Lessor shall have the right at Lessor's election to terminate this Lease on first giving to Lessee ten (10) days' notice to cure such default, if such default is the failure to pay past due rent, or thirty (30) days' notice if such default is the breach or non-observance of any other covenant or condition, provided, however, that if the nature of Lessee's default is such that it cannot be cured solely by payment of money and more than thirty (30) days may be reasonably required for such cure, then Lessee shall not be deemed to be in default if Lessee shall commence such cure within said thirty (30) day period and shall thereafter diligently prosecute such to completion; such election shall be served by registered or certified mail in a postpaid envelope addressed to Lessee at the address first above given. The above mentioned term shall cease upon the expiration of said ten (10) or thirty (30) days, as the case may be, in the same manner and to the same effect as if that were the expiration of the original term of this Lease; it being further understood and agreed that such election shall be solely in the discretion of Lessor, and, if exercised, shall be conclusive upon Lessee.

B. Notwithstanding the foregoing provision, it is agreed that if Lessee or its guarantor (if any) shall be adjudicated a bankrupt, or a receiver is appointed for the business and property of Lessee or its guarantor (if any), or if Lessee or its guarantor (if any) shall make an assignment for the benefit of creditors, then at the option of Lessor, this Lease may be canceled upon written notice by Lessor to Lessee, but Lessor

shall not be required to give the notice as required in Subparagraph 'A.'

C. If the Lessee shall be deemed in default of any one or all of the events contained in subparagraphs A and B above beyond the applicable notice and cure periods, the Lessor may:

- (1) intentionally omitted;
- (2) at its option, at once, without notice to Lessee or to any other person, terminate this Lease;
- (3) upon the termination of this Lease either at the option of the Lessor as aforesaid, or at the expiration by lapse of time of the term hereof, the Lessee will at once surrender possession of the Demised Premises to the Lessor and remove all effects therefrom and if such possession be not immediately surrendered, the Lessor shall forthwith re-enter the Demised Premises and repossess itself thereof as in its former estate and remove all persons and effects therefrom, using such force as may be necessary, without being deemed guilty of any trespass or forcible entry;
- (4) if the Lessee shall not remove all effects from the Demised Premises as above provided, Lessor may, at its option, remove any or all of said effects in any manner that Lessor shall choose and store the same without liability for loss thereof, and Lessee will pay the Lessor, on demand, any and all expenses incurred in such removal and also storage on said effects for any length of time during which the same shall be in Lessor's possession or in storage, or Lessor may at its option, without notice, sell any or all of said effects in such manner and for such price as the Lessor may deem best and apply the proceeds of such sale upon any amounts due under this Lease from the Lessee to the Lessor, including the expenses of removal and sale;
- (5) relet the Demised Premises or any part or parts thereof either in the name of Lessor or Lessee for a term or terms which may at Lessor's option extend beyond the balance of the term of this Lease, and Lessee shall pay Lessor any deficiency between the rent hereby reserved and covenanted to be paid in such reletting, including, but not limited to, attorneys' fees, brokers' fees and expenses of remodeling and putting the Demised Premises in good order and preparing the same for re-rental. Such deficiency shall be paid in monthly installments, upon statements rendered by Lessor to Lessee. Any suit brought to collect the amount of the deficiency for any one or more months shall not preclude any subsequent suit or suits to collect the deficiency for any subsequent months;
- (6) collect from Lessee any other loss or damage Lessor may sustain by reason of any breach and any diminished value of the Demised Premises resulting from said breach;
- (7) in the event of a breach or threatened breach by Lessee of any of the covenants or provisions of this Lease, Lessor shall have the right to enjoin any such breach or threatened breach;

(8) declare the entire rental for the balance of the term, immediately due and payable at once;

(9) cure such default by Lessee at Lessee's expense, and upon completion of such cure by Lessor Lessee shall, upon demand and as additional rent, reimburse Lessor for all costs in connection therewith.

D. The Lessee expressly waives the service of any notice of intention to terminate this Lease or re-enter the Demised Premises, and waives the service of any demand for payment of rent or for possession, and waives the service of any and every other notice or demand prescribed by any statute or other law, and agrees that the simple breach of any of the said covenants hereof, shall, of itself, without the service of any notice or demand whatever, constitute a forcible detainer by the Lessee of the Demised Premises within the meaning of the statutes of the state in which the Demised Premises are located. Lessee hereby expressly waives any and all rights of redemption, granted by or under any provisions of Law. No receipt of monies by the Lessor from the Lessee, after the termination in any way of this Lease or after giving of any notice, shall reinstate, continue or extend the term of this Lease, or affect any notice given to the Lessee prior to the receipt of such money, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of the Demised Premises, the Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit or said judgment. Lessee agrees that in the event Lessor commences summary proceedings or litigation in connection with this Lease that Lessee shall not interpose any non-compulsory counterclaim in any such proceeding.

E. Any and all rights and remedies which Lessor may have under this Lease and any rider hereto attached and made a part hereof and at law or in equity shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all of such rights and remedies may be exercised at the same time. In the event of default by Lessee, Lessor shall have the option to terminate, without additional notice, any lease agreement between Lessor or any of its affiliates and Lessee.

HOLDING OVER

11. In the event that Lessee shall remain in the Demised Premises after the expiration of the term of this Lease without having executed a new written Lease with Lessor, such holding over shall not constitute a renewal or extension of this Lease. Lessor may, at its option, elect to treat Lessee as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against Lessee provided by law in that situation, or Lessor may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease except as to duration and rental.

CONDITION OF PREMISES

12. Lessee has examined the Demised Premises and accepts them in their as-is condition except as otherwise expressly provided herein and without

any representations on the part of Lessor or its agents as to the present or future condition as the reasonable use thereof will permit.

MECHANIC'S LIEN

13. Lessee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Lessee, operation of law, or otherwise, to attach to or be placed upon Lessor's title or interest in the Development or Demised Premises, and any and all liens and encumbrances created by Lessee shall attach to Lessee's interest only. In the event that any mechanic's lien is filed against the premises as a result of alterations, additions or improvements made by or on behalf of Lessee, Lessor, at its option, after ten (10) days' notice to Lessee, may terminate this Lease and may pay the said lien without inquiring into the validity thereof, and Lessee shall forthwith reimburse Lessor the total expense incurred by Lessor in discharging or bonding the said lien, as additional rent hereunder.

EMINENT DOMAIN

14. If the property or any part thereof wherein the Demised Premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this Lease, at the option of Lessor shall forthwith terminate. Lessee in no event shall have any claim or interest in or to any award of damages for such taking.

ACCELERATION

15. It is hereby mutually agreed that notwithstanding anything to the contrary herein contained, the Demised Premises is demised for the rental for entire said term, payable at the time of making of this Lease and that the provisions herein contained for the payment of said rent in installments are for the convenience of Lessee only and that upon default in payment of the rent installments as herein allowed, then the whole of the rent hereby reserved for the whole of said term and then remaining unpaid shall at once become due and payable without any notice or demand.

DESTRUCTION OF PROPERTY

16. In the event of the destruction of the Demised Premises or the Building by fire, explosion, the elements or otherwise, during the term hereby created or previous thereto, or such partial destruction thereof as to render the Demised Premises wholly untenable or unfit for occupancy, then the Lessor shall have a period of forty-five (45) days from the date of such destruction or partial destruction of the Demised Premises to determine, at its election whether the Demised Premises should be rebuilt, and Lessor thereafter shall have a period of one hundred twenty (120) days from the date of commencement of substantial repairs or reconstruction of the Demised Premises to rebuild the Demised Premises to the same condition as upon initial delivery thereof to Lessee. Notwithstanding the foregoing, the term hereby created, at the option of the Lessor, shall cease and become null and void from the date of such damage or destruction; and if such option is exercised the Lessee shall immediately surrender Demised

Premises and all Lessee's interest therein to Lessor and shall pay rent only to the time of such surrender. However, should the Demised Premises be rendered wholly or partially untenable and unfit for occupancy but yet be repairable, at the Lessor's election the Lessor shall repair the same with reasonable promptness, and in that case the rent accrued and accruing shall not cease and determine. Lessee shall immediately notify Lessor in case of fire or other damage to the premises. No claim shall be made by the Lessee in any case for compensation or damages by reason of interruption of its business through any such destruction and damage to the Demised Premises or arising from the necessity of repairing any portion of the entire premises of which the Demised Premises are a part.

BUILDING RULES

17. The rules and regulations of Lessor regarding the Demised Premises affixed to this Lease, if any, as well as those reasonable rules and regulations which shall hereafter apply to the premises of which the Demised Premises forms a part, shall be observed by Lessee and by Lessee's guests, invitees, licensees, employees, agents and customers. Display, sales or storage on the sidewalks is prohibited. Lessee and its employees shall park their cars only in the areas designated by Lessor.

GLASS

18. Lessee agrees to replace at Lessee's expense any and all glass and molding which may become broken or in need of repair in and on the Demised Premises.

LIABILITY

19. A. The Lessee further covenants and agrees with the Lessor that during the term of this Lease and for such other times as the Lessee shall hold or have access to the Demised Premises, that, (a) the Lessor and its affiliates shall not be liable to the Lessee or to any other person for any claim, injury, loss or damage to any person or property on or about the Demised Premises or the sidewalks adjacent thereto, and (b) the Lessee will save the Lessor harmless and indemnified from and against such claim, injury, loss or damage (including defense costs). Lessee agrees to provide liability insurance with \$3,000,000.00 combined single limits for bodily injury and property damage. Insurance policies will be written in the name of the Lessee with the Lessor, its ground lessor(s) and/or mortgagee(s), if any, named as additional insureds, and Lessee shall provide Lessor with certificates evidencing such policies upon execution of this Lease and shall thereafter provide Lessor with appropriate evidence of such coverage's upon each anniversary date of the policy. Notwithstanding the foregoing, at Lessee's option, Lessee may self-insure for the foregoing.

B. In the event Lessee's operations at the Demised Premises include the sale, distribution or storage of alcoholic beverages then the foregoing insurance policy shall be endorsed to include liquor liability insurance (a/k/a "dram shop insurance") written on an occurrence basis.

CARE OF PREMISES

20. A. Lessee further agrees as follows: (a) to pay all utility charges promptly, (b) to make all repairs and replacements in a workmanlike manner, (c) to keep the Demised Premises and platform, loading dock or service areas used by Lessee in good, healthful and clean condition, (d) not to overload the floors, (e) not to paint on the exterior of Demised Premises, and (f) not to use the Demised Premises in a manner which creates a nuisance or which disturbs any other tenants or occupants of neighboring property.

B. In the event Lessor elects to furnish "community" or shared dumpsters for the Building, then, in addition to any other charges payable hereunder, Lessee shall pay Lessor its pro-rata share of such dumpster costs, as follows: Lessee's pro-rata share shall be based on a fraction, the numerator of which is the size of the Demised Premises and the denominator of which is the total square footage of all tenants utilizing such dumpster(s), provided that if any restaurant shares such service with non-restaurant uses, then the numerator for each restaurant shall be three (3) times its actual leased footage.

REDEMPTION

21. The Lessee expressly waives, forfeits, surrenders and releases the Lessor from the operation of any provision of law now in force or which may be hereafter enacted, giving the Lessee the right under any conditions after default, to the redemption and repossession of the Demised Premises or any part thereof.

COMMON AREA MAINTENANCE

22. A. As additional rent, Lessee shall pay to Lessor a proportion of the common area operating costs. Lessee's proportion shall be based upon the ratio of the square feet of the Demised Premises to the total square feet of leasable space of the premises of which the Demised Premises forms a part within the areas where such services are performed (i.e., excluding the footage of any tenant which performs its own exterior maintenance). The common area operating costs mean the total costs and expenses, including management fees not to exceed five percent (5%) of the gross rental income from all tenants, incurred by Lessor or for which Lessor is obligated in managing, operating, servicing and maintaining all common facilities, specifically including without limitation, planting, replanting and maintaining the landscaping, public liability, property damage and such other insurance as Lessor deems advisable, insurance deductibles, repairs, replacement, resurfacing and maintenance of blacktop, painting the Building, line painting, sanitary control, canopy, roof repairs, electricity, light poles and fixtures, maintenance and repair of the sprinkler system, installation, maintenance and repair of traffic control devices, maintenance of common bathrooms, sewers, drainage, installation, maintenance and repair of on-site sewerage treatment facilities, removal of snow, trash, rubbish, garbage and other refuse, depreciation on machinery and equipment used in such maintenance, the cost of personnel to implement such services and, if Lessor deems it necessary, to direct parking and police the common facilities, if necessary (provided that if Lessor elects

to utilize the services of individuals on Lessor's payroll or employed by affiliates of Lessor, then the charges for such labor will be billed at competitive rates and only to the extent such individual performs services for the Development). Lessee's foregoing additional rental shall be paid to Lessor without offset or deduction, on a monthly basis, together with the fixed minimum base rent, but shall be subject to adjustment at the sole discretion of Lessor upon ten (10) days' written notice to Lessee. If at the end of any Development fiscal year there shall be a deficiency in the amount of such additional rental paid by Lessee and/or Lessee's proportionate share, such deficiency shall be paid to Lessor upon demand. If at the end of any Development fiscal year the total amount of such additional rental paid by Lessee exceeds Lessee's proportionate share, Lessee shall receive a credit equivalent to such excess which shall be applied against Lessee's subsequent payments of such additional rental.

B. Upon the date of any expiration or termination of this Lease, whether the same be the date herein set forth for the expiration of the term or any prior or subsequent date, the entire amount of additional rent herein provided for shall immediately become due and payable by Lessee to Lessor. Lessee's obligation to pay any and all additional rent under this Lease shall survive any expiration or termination of this Lease.

DISTRICT FEES

23. It is acknowledged that the Development is part of the Canal Site District and Lessor is currently obligated to pay the following amounts to the Erie County Harbor Development Corporation: \$1.00 per rentable square feet of the Building toward acquisition of the Development and \$.75 per rentable square feet of the Building for Canal Side District fees (which latter amount increases annually by the lesser of CPI or two percent (2%)). Lessee shall, during the term of the Lease, pay to Lessor in equal monthly installments together with Base Rent, the foregoing fees allocable to the Demised Premises. It is agreed that Lessor's election to pre-pay the \$1.00 per square foot component at any time shall not reduce Lessee's obligation.

FINANCIAL DATA

24. Lessee and Guarantor (if any) shall cooperate with Lessor in every reasonable respect to assist Lessor in securing financing on the Demised Premises, including, but not by way of limitation, supplying to Lessor detailed certified financial statements and factual background of Lessee and Guarantor (if any).

LESSOR'S RIGHT OF RECAPTURE

25. Lessor shall have the right of recapture to take over the space occupied by the Lessee should the Lessee wish to assign this Lease, sublet or vacate the Demised Premises or any part thereof before the expiration of said Lease, at the rental the Lessee is paying.

TAXES

26. A. As additional rent Lessee shall pay its proportionate share of

all real property taxes and assessments or governmental impositions in lieu thereof, be they special or otherwise of every kind and nature (including without limitation, assessments for public improvements or benefits whether or not commenced during the term of this Lease), water, sewer and other rents, rates and charges, excises, levies, license fees, permit fees and other authorization fees, public dues and all other charges (in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen), of every character (including all penalties or interest thereof, if incurred due to Lessee's late payment), which at any time during or in respect of the term of this Lease may be assessed, levied, confirmed, or imposed on or in respect of or be a lien upon, or measured by the value or amount of (a) the Demised Premises or any part thereof, including any personal property, any rent therefrom or any estate, right or interest therein, or (b) any occupancy, use or possession of the Demised Premises or any part thereof (other than any franchise, capital stock or similar tax of Lessor, or any income or excess profit tax of Lessor or portion thereof determined on the basis of its general income or revenues) shall not be considered real estate taxes, together with a charge equal to twenty percent (20%) of the foregoing ("Taxes"). Lessee agrees that should Lessor receive tax abatement or exemption on any portion of the premises of which the Demised Premises forms a part, then for purposes of determining Lessee's proportionate share the term Taxes shall include an amount equal to the taxes which would have been payable in the absence of any such abatement or exemption amount. The foregoing additional rental shall be paid within ten (10) days of Lessor billing Lessee therefor. Lessor reserves the right to have Lessee establish a tax escrow with Lessor. In such event Lessee shall pay to Lessor an amount equal to one (1) year's taxes attributable to the Demised Premises and thereafter Lessee shall pay to Lessor a monthly amount reasonably determined by Lessor to cover the next tax bill. If at any time there is a shortfall in said account Lessee shall pay such shortfall to Lessor within ten (10) days of demand therefor. Lessee's proportionate share shall be based upon the ratio of the square feet of the Demised Premises to the total square feet of the leasable space in the Building.

B. Notwithstanding the foregoing, if the Demised Premises are a part of a larger parcel, Lessor may have the Demised Premises separately assessed. In the event Lessor shall be unable to obtain a separate assessment, Lessor may obtain an identifiable breakdown of Taxes attributable to the Demised Premises.

If Lessor is able to obtain from the assessor's office a separate assessment of Taxes attributable to the Demised Premises and the improvements thereon, then Lessee shall pay Lessor in equal monthly installments, the amount of Taxes so separately assessed. If no separate assessment is obtained but Lessor is able to obtain an identifiable breakdown of Taxes allocable to improvements on the Demised Premises then Lessee shall pay to Lessor, in equal monthly installments (i) the amount of Taxes separately identified for the improvements and identified, and (ii) the Taxes attributable to the land of the Development as prorated based on the ratio of the square footage of the Demised Premises to the total square feet of the leasable space in the Building.

COVENANT AGAINST WITHHOLDING OF RENTAL

27. Notwithstanding any other provisions contained in this Lease or any extensions, modifications or renewals thereof, it is understood and agreed that in the event of default in performance of any agreement, condition, or other provisions to be performed by the Lessor, or if for any other reason Lessee might be entitled to any reimbursement from Lessor, in no event shall Lessee deduct or withhold any such amount from rental payments due Lessor pursuant to the rental provision of this Lease.

MONTHLY RENTAL STATEMENTS

28. The Lessor shall not be required to send to Lessee monthly statements for rentals due or to become due under the terms and conditions of this Lease. However, it is expressly agreed that monthly past due reminders shall constitute notice of default.

BUILDING MAINTENANCE

29. Lessor shall repair and maintain the foundation, roof and exterior walls. Lessee shall at all times keep the remainder of the Demised Premises in first class condition, including but not limited to plumbing, service lines, heating, ventilating and air conditioning systems, lighting fixtures and equipment and shall repair or replace such fixtures or equipment when the same become inoperative and at the end of the term, shall quit and surrender such Demised Premises in such condition, ordinary wear and tear excepted and in a broom clean condition.

LIGHTING FIXTURES

30. Lessee shall replace and pay for all electric bulbs, lamps, fluorescent tubes, ballasts and starters as they become inoperative.

ALTERATIONS TO DEMISED PREMISES

31. In the event that any governmental authority directs any modification or alteration to the Demised Premises as the result of Lessee's occupancy, Lessee shall pay for the cost of such modification or alteration.

CONTINUED RENTAL OBLIGATION

32. If, for any reason, Lessee discontinues the use of the Demised Premises for the purposes rented or any purpose, Lessee shall still remain liable for the performance of the terms of this Lease and the payment of the rental thereunder.

INVALIDITY OF PARTICULAR PROVISION

33. If any term or provision of this Lease or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term

or provision to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

PROTEST OF REAL ESTATE TAXES

34. In the event the Lessor elects to protest the real estate taxes assessed against the Demised Premises and such protest shall result in a reduction of such assessment, the Lessee agrees to pay its reasonable pro-rata share of the legal fees incurred thereby.

WATER DAMAGE

35. Lessor shall have no responsibility for any loss sustained by Lessee as the result of damage to Lessee's merchandise and equipment caused by flood waters or any other water damage.

RETURNED CHECKS

36. For a check sent in full or partial payment of any amounts owed pursuant to this Lease, or any rider thereto or modification thereof, which is not honored because of insufficient funds, uncollected funds or any other reason, there will be assessed a charge of \$50.00 and all subsequent payments shall be made by cash, bank draft, certified check or money order.

OUTSIDE PREMISES

37. Lessee agrees that there shall be no outdoor storage or sales.

INCREASE IN TAXES

38. Any increases in taxes resulting from construction or improvements made by or for the benefit of Lessee shall be paid solely by Lessee.

SIGNAGE

39. A. Lessee's exterior signage shall be mutually approved by Lessor and Lessee. Lessee shall repair, clean or otherwise maintain exterior signage as may be reasonably required by Lessor, and upon Lessee's failure to so comply Lessor may repair or clean such signage at Lessee's expense and upon demand Lessee shall reimburse Lessor such costs as additional rent hereunder. Upon termination of this Lease, Lessee shall cause such sign letters to be removed by a competent sign company and shall immediately pay to Lessor the cost of repairing the exterior of the Building. The installation of the aforesaid signage is to be done by Lessee as and when so directed by the written authorization of Lessor.

B. Lessee agrees that no blinds, shades or window treatments shall be visible in any exterior windows without Lessor's prior written consent (which may be withheld in Lessor's sole discretion). If any unauthorized window treatments are installed without Lessor's consent and not removed

within 48 hours from Lessor's written notice then Lessor may enter the Demised Premises (during regular business hours) and remove same.

COLLECTION COSTS

40. All costs charged to or incurred by Lessor in the collection of any amounts owed pursuant to this Lease, including reasonable attorney's fees and court costs and other expenses, shall be paid by Lessee; and, at the option of Lessor, shall be deemed to be additional rent hereunder and shall be due from Lessee to Lessor on the first day of the following month. Without limiting the foregoing, Lessee agrees that for each written notice of default sent by Lessor, Lessee shall pay Lessor a cost of \$10.00 (e.g. if Lessee and two (2) other persons are copied on a default the cost shall be \$30.00) and if a notice of default is hand-delivered then a \$50.00 cost shall be payable by Lessee in each instance.

TELEPHONE LINES

41. Lessee shall be responsible for the installation and maintenance of any telephone lines which service the Demised Premises. All telephone lines shall be installed in a good, workmanlike manner at Lessee's cost and expense.

HAZARDOUS SUBSTANCES

42. Lessee shall not conduct any activities with respect to the Demised Premises or the Development which result in the generation, storage or release of any toxic, hazardous or similar substances (as those terms may be defined from time to time in any federal, state or local law, rule or regulation). Lessee shall bear all liability for any claim, injury, loss or damage to any person or the environment as a result of any such toxic, hazardous or similar substances and Lessee will save Lessor harmless and indemnify Lessor against any such loss, claim, injury or damage.

PERSONAL PROPERTY

43. Lessee assumes all risk of damage to or destruction, loss or pilferage of fixtures, personal property or any improvements Lessee has made within the Demised Premises or any loss suffered by Lessee's business resulting from any cause whatsoever and shall save and hold Lessor harmless from all claims resulting therefrom. Upon expiration or sooner termination of this Lease all fixtures, lighting and HVAC installed by Lessee shall be deemed abandoned and become the property of Lessor, or at the Lessor's option, shall be removed by Lessee.

ESTOPPEL CERTIFICATES

44. Within ten (10) days after Lessor's written request therefor, Lessee shall deliver to Lessor or to any prospective purchaser or mortgagee of the Demised Premises a written statement certifying (if such is the case) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended; that all covenants, conditions and agreements on the part of Lessor hereunder have been performed; and that there are no

defenses or offsets to the enforcement of this Lease by Lessor, or stating those claimed by Lessee.

CONTINUED OCCUPANCY

45. Lessee shall operate its business on the Demised Premises during the entire term of this Lease with due diligence and efficiency. Lessee shall not vacate or abandon the Demised Premises at any time during the term of the Lease.

DEFINITION AND LIABILITY OF LESSOR

46. The term "Lessor" as used in this Lease means only the owner for the time being of the Building or the owner of a leasehold interest in the Building and/or the land thereunder so that in the event of sale of the Building or an assignment of this Lease, or a demise of the Building and/or land, Lessor shall be and hereby is entirely freed and relieved of all obligations of Lessor hereunder and it shall be deemed without further agreement between the parties and such purchaser(s), assignee(s) or lessee(s) that the purchaser(s), assignee(s) or lessee(s) has assumed and agreed to observe and perform all obligations of Lessor hereunder. It is specifically understood and agreed that there shall be no personal liability of Lessor in respect to any of the covenants, conditions or provisions of this Lease. In the event of a breach or default by Lessor of any of its obligations under this Lease, Lessee shall look solely to the equity of Lessor in the Development for the satisfaction of Lessee's remedies.

CAPTIONS AND DEFINITIONS

47. Marginal captions of this Lease are solely for convenience of reference and shall not in any way limit or amplify the terms and provisions thereof. The necessary grammatical changes which shall be required to make the provisions of this Lease apply, (a) in the plural sense if there shall be more than one Lessor, and (b) to any Lessor which shall be either a corporation, an association, a partnership or individual, male or female, shall in all instances be assumed as though in each case fully expressed. Unless otherwise provided, upon the termination of this Lease under any of the paragraphs hereof, the parties hereto shall be relieved of any further liability hereunder except as to acts, omissions or defaults occurring prior to such termination.

WAIVER OF COVENANT OR CONDITION

48. The failure of Lessor to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same be and remain in full force and effect.

GOVERNING LAW

49. Lessor and Lessee agree that this Lease shall be governed by the laws of the state in which the Demised Premises are located. Lessor and Lessee hereby waive any right either may have to a jury trial in connection with any claim, counterclaim, or other dispute arising out of or in connection with this Lease.

NEGOTIATION AND EXECUTION

50. The furnishing of this Lease to the Lessee by the Lessor shall not be considered an offer to lease, even though completed in every respect, until and unless the document has been executed by the appropriate officers of Lessor. No deposit of proposed rent or security deposit and no correspondence or other communication respecting this Lease shall create any obligation to go forward with this Lease until the Lease document is fully completed and executed by both the Lessor and Lessee.

NOTICES

51. Any legal notices to be served by and on behalf of either party to the other under this Lease, or in connection with any proceeding or any act growing out of this Lease and the tenancy hereby granted, shall be served by forwarding the same by registered or certified mail or by private delivery service such as Federal Express where a signed delivery receipt is obtained from the addressee to the addresses listed below:

To the Lessee at: Harbor Lodging, LLC
570 Delaware Avenue
Buffalo, New York 14202
Attn: Jeff Lester

With a copy to: Harbor Lodging, LLC
10 Kensington Drive
Canton, Massachusetts 02021-2452
Attn: Ron Kendall

To the Lessor at: Benderson Properties, Inc.
7978 Cooper Creek Boulevard
Suite # 100
University Park, Florida 34201

With a copy to: The Lease Administration Department
c/o Benderson Properties, Inc.
570 Delaware Avenue
Buffalo, New York 14202
Attn: Lease Administration

NEITHER PARTY HAS MADE ANY REPRESENTATIONS OR PROMISES EXCEPT AS HEREIN CONTAINED, AND NO MODIFICATION OF ANY PROVISION HEREOF SHALL BE VALID UNLESS IN WRITING AND SIGNED BY THE PARTIES HERETO.

Attn: Jeff Lester

With a copy to: Harbor Lodging, LLC
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Canton, Massachusetts 02021-2452
Attn: Ron Kendall

To the Lessor at: Benderson Properties, Inc.
7978 Cooper Creek Boulevard
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Buffalo, New York 14202
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CONTAINED, AND NO MODIFICATION OF ANY PROVISION HEREOF SHALL BE VALID
UNLESS IN WRITING AND SIGNED BY THE PARTIES HERETO.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals,
the corporate parties by their proper officers thereunto duly authorized,
as of the day and year first above written.

LESSOR:

HARBOR DISTRICT ASSOCIATES, LLC

Date: 6/28/13

By: [Signature]
David H. Baldauf, Manager

LESSEE:

HARBOR LODGING, LLC

Date: 6/28/13

By: [Signature]
David H. Baldauf, Manager

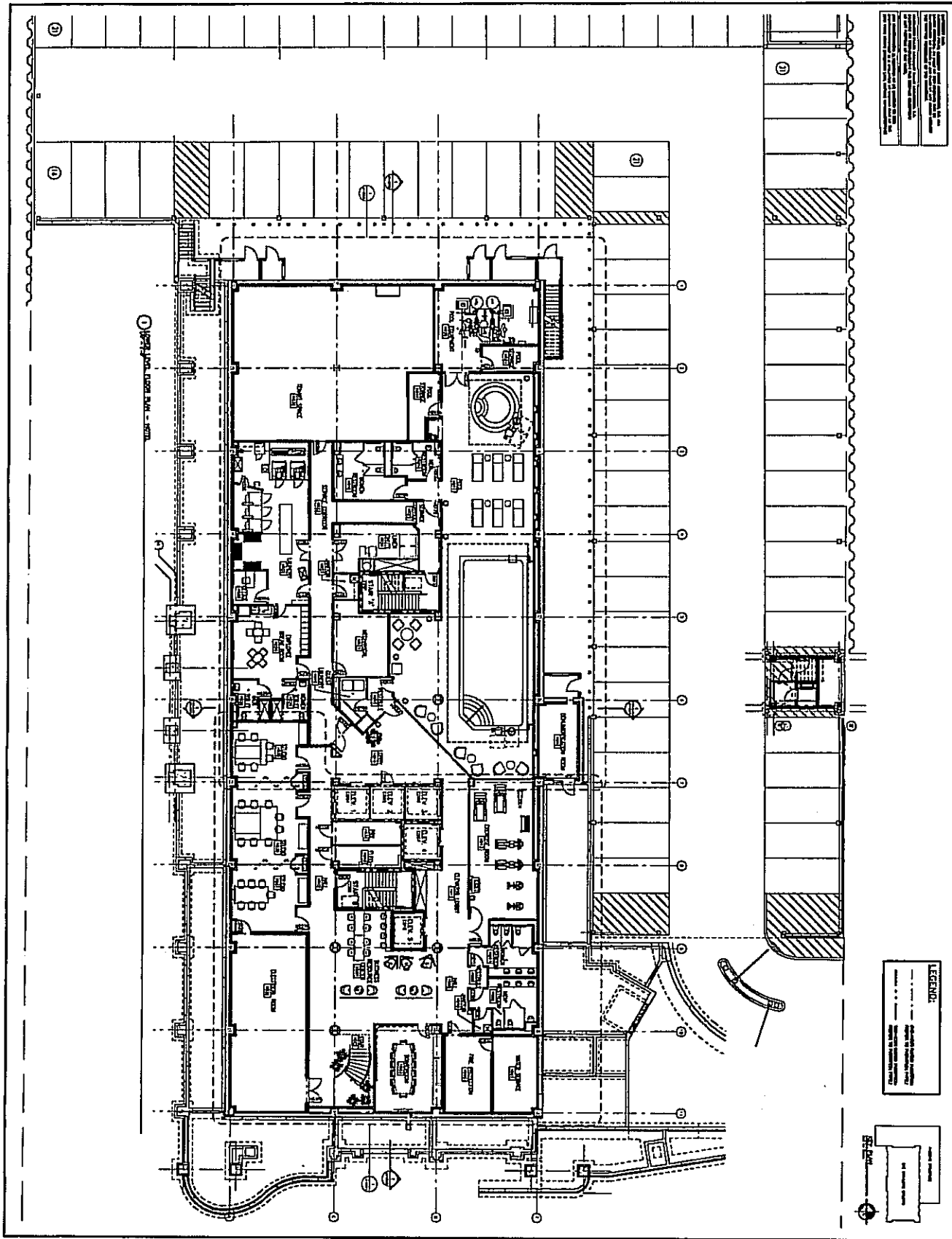


Exhibit A

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COURTYARD
by Marriott
One Canalside
BUFFALO, NY



One Canada

COURTYARD

9 Marriott
BUFFALO, NY

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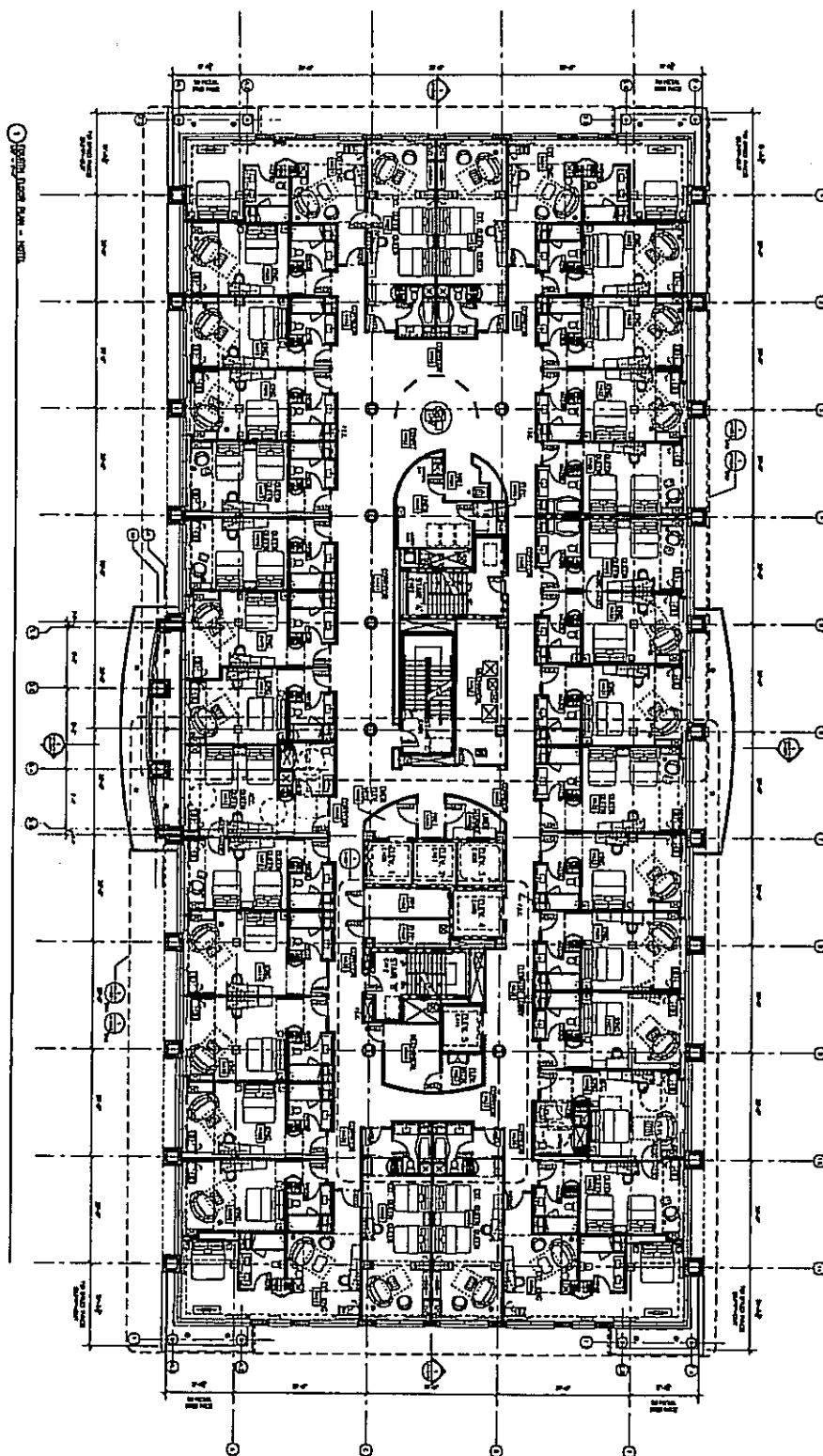
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COURTYARD
o Marriott
One Canalside
BUFFALO, NY

INVESTMENT PROJECT NAME: ST-22-07-BUFFALO-ROADWAY INVESTMENT PROJECT NO.: 22-20

**FONTANES
FOLT
AUDRECH
ERNS
ARCHITECT**

FOURTH
FLOOR PLAN

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