

SURROGATE'S COURT OF THE STATE OF NEW YORK
COUNTY OF MONROE

Special Proceeding for the Appointment of a
Receiver Pursuant CPLR § 5228(a) and Related
Relief in the Estate of Anthony J. Costello a/k/a
Anthony Costello,

File No. 2016-787/R

Deceased.

WELLS FARGO BANK,
N.A.

Plaintiff,

v.

File No. 2016-787/N

ANTHONY J. COSTELLO & SON (MARIA)
DEVELOPMENT, LLC, ANTHONY J.
COSTELLO & SON (JANINE)
DEVELOPMENT, LLC, GENESEE VALLEY
ASSOCIATES (BLDG. C), LLC, ESTATE OF
ANTHONY J. COSTELLO and "JOHN DOE"
and "MARY ROE" and "XYZ
CORPORATION" (the latter three names being
fictitious but intended to designate tenants
residing at or persons having an interest in the
premises described in the Complaint herein),

APPLICATION FOR APPROVAL OF SALE OF REAL PROPERTY

WILLIAM COLUCCI makes the following application:

1. In accordance with that certain Order Appointing Receiver Pursuant to CPLR 5228 and RPAPL 1325 dated November 23, 2021 (the "**Receiver Order**")¹, this Court appointed me as receiver with respect to certain real property located at Clinton Crossings Medical Center.

2. Pursuant to the Receiver Order, I was appointed as receiver for the benefit of Wells Fargo with respect to the ABC Properties and as receiver for the benefit of M&T Bank with respect

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Receiver Order.

to the DEFGH Properties (such properties referred to collectively as the CC Properties in the Receiver Order).

3. Pursuant to the Receiver Order, this Court authorized me to market and negotiate the sale of the CC Properties subject to certain conditions, including the condition that any proposed sale of the CC Properties be subject to approval of the Court.

THE PROPOSED SALE OF THE CC PROPERTIES

4. Prior to my appointment as receiver, Richard M. Beers, Jr. was appointed as special master (the “**Special Master**”) pursuant to a Consent Order dated June 7, 2018.

5. I understand that, at various times between June 2018 and late 2021, the Special Master, using CBRE as a broker, marketed the CC Properties for sale pursuant to the Consent Order. Based upon a prior application filed by the Special Master, I understand that CBRE solicited interest in the CC Properties from approximately 5,000 potential purchasers in 2019. According to the Special Master’s prior application, CBRE prepared and circulated an offering memorandum for the CC Properties to 62 interested parties in 2019, resulting in five competitive offers. On December 2, 2019, a prospective purchaser entered into a written purchase and sale agreement to acquire the CC Properties (as well as an adjacent vacant parcel of land) for \$76.5 million (the “**2019 PSA**”).

6. In March 2020, the prospective purchaser terminated the 2019 PSA.

7. I understand that the Special Master and CBRE subsequently solicited offers from prospective purchasers in July 2020, resulting in a highest and best offer of \$58.5 million for the CC Properties. My understanding is that the relevant parties in interest did not pursue this offer.

8. I understand that, in September 2021, the Special Master and CBRE solicited offers for the CC Properties from over 8,000 potential purchasers. This marketing effort resulted in the

receipt of two offers for the CC Properties, one in the amount \$63 million and another in the amount of \$69 million. Each of the offers had pros and cons based on the proposed sale terms of the offer and the experience of the prospective purchaser.

9. Shortly after being appointed as receiver, Blue Sky Clinton Crossings LLC (“Blue Sky”), a prospective purchaser that was not part of the CBRE solicitation process, expressed an interest in acquiring the CC Properties. Blue Sky indicated substantial prior experience with similar transactions and expressed an intent to agree to a purchase price that exceeded the purchase price of the other offers and sale terms that matched or were more beneficial than the sale terms of the other offers.

10. On March 14, 2022, Blue Sky executed and delivered a written agreement to purchase the CC Properties and an adjacent vacant parcel of land (“**Parcel I**”) for \$71.5 million. On March 29, 2022, Blue Sky executed and delivered an Amended and Restated Purchase and Sale Agreement pursuant to which Blue Sky agreed to purchase the CC Properties for \$71 million, subject to the terms and conditions set forth therein, including this Court’s approval of the sale (the “**Blue Sky PSA**”). A copy of the Blue Sky PSA is attached hereto as **EXHIBIT A**. As amended, the Blue Sky PSA contemplates the separate sale of Parcel I to Blue Sky for \$500,000 through a separate agreement between Blue Sky and Anthony J. Costello & Son (Cameron) Development, LLC, the limited liability company that owns Parcel I, (which has been executed by Blue Sky and Seller).

11. The Blue Sky PSA provides for a purchase price in excess of the assessed values and prior offers of the CC Properties.

12. The Blue Sky PSA is subject to this Court’s approval of the sale within 45 days after the last day of the Review Period (as such term is defined in the Blue Sky PSA). The Review

Period is sixty (60) days following the date of the Surrogate's Court Order approving the Blue Sky PSA, which may be extended to 105 days following the date of the Surrogate's Court Order approving the Blue Sky PSA if A Phase II Environmental Site assessment is required to be conducted if permitted under the Blue Sky PSA. The Blue Sky PSA provides for a closing within 45 days of the expiration of the due Review Period. Blue Sky has received relevant due diligence materials and has commenced its review of the subject properties, including a Phase I Environmental assessment, in anticipation of expediting the Closing.

13. Blue Sky has paid a \$500,000 deposit pursuant to the terms of the Blue Sky PSA.

14. The Blue Sky PSA includes customary provisions for the adjustment of rent, taxes, and operating expenses. Closing expenses to be paid by seller include delinquent taxes, broker's commission, mortgage balances, judgment balances and similar liens, unreimbursed tenant improvement expenses, and real property transfer taxes.

15. I believe that consummation of the Blue Sky PSA will maximize the value of the CC Properties and respectfully request that this Court approve the sale of the CC Properties pursuant to the Blue Sky PSA.

16. Notice of this Application has been made to Brett Costello, as executor, and other interested parties, including the members of the ABC Costello Entities and the DEFGH Costello Entities.

WHEREFORE, your applicant respectfully requests that this Court approve the sale of the CC Properties pursuant to the Blue Sky PSA.

Dated: March 30, 2022



WILLIAM COLUCCI

AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT

dated as of March 29, 2022

by and between

WILLIAM C. COLUCCI, AS RECEIVER FOR:

ANTHONY J. COSTELLO & SON (MARIA) DEVELOPMENT, LLC,
a New York limited liability company,

ANTHONY J. COSTELLO AND SON (JANINE) DEVELOPMENT, LLC,
a New York limited liability company,

GENESEE VALLEY ASSOCIATES (BLDG. C) LLC,
a New York limited liability company,

ANTHONY J. COSTELLO AND SON (ANDREA) DEVELOPMENT, LLC,
a New York limited liability company,

ANTHONY J. COSTELLO AND SON (TYLER) DEVELOPMENT, LLC,
a Nevada limited liability company,

ANTHONY J. COSTELLO & SON DEVELOPMENT, L.L.C.,
a New York limited liability company,

ANTHONY J. COSTELLO & SON (ALICIA) DEVELOPMENT, LLC,
a New York limited liability company, and

ANTHONY J. COSTELLO & SON (LYNETTE) DEVELOPMENT, L.L.C.,
a New York limited liability company,

as Seller

and

BLUE SKY CLINTON CROSSINGS LLC,
a Delaware limited liability company,

as Purchaser

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AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT

This AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT (this "**Agreement**") dated as of March 29, 2022 (the "**Effective Date**") by and between WILLIAM C. COLUCCI, as receiver ("**Receiver**") for ANTHONY J. COSTELLO & SON (MARIA) DEVELOPMENT, LLC, a New York limited liability company ("**Parcel A Seller**"), ANTHONY J. COSTELLO AND SON (JANINE) DEVELOPMENT, LLC, a New York limited liability company ("**Parcel B Seller**"), GENESEE VALLEY ASSOCIATES (BLDG. C) LLC, a New York limited liability company ("**Parcel C Seller**"), ANTHONY J. COSTELLO AND SON (ANDREA) DEVELOPMENT, LLC, a New York limited liability company ("**Parcel D Seller**"), ANTHONY J. COSTELLO AND SON (TYLER) DEVELOPMENT, LLC, a Nevada limited liability company ("**Parcel E Seller**"), ANTHONY J. COSTELLO & SON DEVELOPMENT, L.L.C., a New York limited liability company ("**Parcel F Seller**"), ANTHONY J. COSTELLO & SON (ALICIA) DEVELOPMENT, LLC, a New York limited liability company ("**Parcel G Seller**"), and ANTHONY J. COSTELLO & SON (LYNETTE) DEVELOPMENT, L.L.C., a New York limited liability company ("**Parcel H Seller**"); Parcel A Seller, Parcel B Seller, Parcel C Seller, Parcel D Seller, Parcel E Seller, Parcel F Seller, Parcel G Seller and Parcel H Seller, collectively, "**Seller**", and BLUE SKY CLINTON CROSSINGS LLC, a Delaware limited liability company ("**Purchaser**"). This Agreement amends and restates, in its entirety, that certain Purchase and Sale Agreement among the parties dated as of March 14, 2022 (the "**March 14 Agreement**").

RECITALS:

WHEREAS, the entities comprising Seller are the owners of certain land and the improvements thereon generally known as The Clinton Crossings Medical Portfolio and located in Rochester, New York, along with certain other related personal property, as more particularly described herein; and

WHEREAS, by order of Hon. Christopher S. Ciaccio, Monroe County, New York Surrogate's Court Judge, dated November 23, 2021, filed November 24, 2021, a copy of which is attached hereto and made a part hereof as Exhibit M (hereinafter, the "**Order**"), Receiver was duly appointed as receiver for the benefit of Wells Fargo Bank on the terms and conditions set forth in said Order for Parcel A Seller, Parcel B Seller and Parcel C Seller; and

WHEREAS, by the Order, Receiver was also duly appointed as receiver for the benefit of M&T Bank on the terms and conditions set forth in said Order for Parcel D Seller, Parcel E Seller, Parcel F Seller, Parcel G Seller and Parcel H Seller; and

WHEREAS, Receiver desires to sell the Property (hereinafter defined) to Purchaser and Purchaser desires to purchase the Property from Receiver;

WHEREAS, the parties entered into the March 14 Agreement, but now desire to amend and restate the March 14 Agreement in its entirety, as set forth herein;

WHEREAS, Receiver and Purchaser desire to set forth herein the terms, conditions and agreements under and by which Receiver shall sell and transfer and Purchaser shall purchase, accept and assume ownership of the Property;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, sufficiency and delivery of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. AGREEMENT TO PURCHASE AND SELL.

Receiver, subject to the Surrogate's Court Order (as defined below), hereby agrees to sell, and Purchaser hereby agrees to purchase, subject to the terms and conditions of this Agreement, the following real and personal property (collectively, the "**Property**"):

1.1. **Real Property.** Fee simple title in and to all of the parcels of land described on Exhibit A attached hereto (collectively, the "**Land**"), and fee simple title in and to all of the buildings and other improvements thereon (collectively, the "**Improvements**"), together with all right, title and interest in and to all easements, rights, rights-of-way, appurtenances, privileges and benefits appurtenant to the foregoing and any land lying in the bed of any street, road, avenue, open or proposed, public or private, in front of or adjoining the Land or any portion thereof, to the center line thereof. The Land and the Improvements are collectively referred to as the "**Real Property**", and the parcels comprising the Real Property are known as "**Parcel A**", "**Parcel B**", "**Parcel C**", "**Parcel D**", "**Parcel E**", "**Parcel F**", "**Parcel G**" and "**Parcel H**", respectively;

1.2. **Personalty.** All right, title and interest in and to any and all fixtures and all other tangible personal property, if any, used in connection with the operation of the Real Property and located at the Real Property, including, without limitation, artwork, boilers, pumps, tanks, electric panel switchboards, lighting equipment and wiring, heating, plumbing, ventilating and air conditioning apparatus and equipment, together with all assignable intangible property used solely in connection with the ownership, operation or maintenance of the Improvements, including, without limitation, licenses, permits, warranties, trade names, plans and specifications, engineering plans and studies, floor plans and landscape plans. All of the foregoing are collectively referred to as the "**Personalty**".

1.3. **Contracts.** All right, title and interest in and to any and all contracts for service, equipment, supply and maintenance of the Property including without limitation any and all such contracts entered into after the date of this Agreement in accordance with the terms hereof (collectively, together with any and all amendments, modifications or supplements thereto, the "**Contracts**").

1.4. **Leases.** All right, title and interest in and to any and all leases, licenses and other occupancy agreements relating to the Real Property including without limitation any and all such leases entered into after the date of this Agreement in accordance with the terms hereof (collectively, together with any and all amendments, modifications or supplements thereto or guarantees thereof, the "**Leases**").

2. PURCHASE PRICE AND PAYMENT.

2.1. **Purchase Price.** The purchase price for the Property (the "**Purchase Price**") shall be the sum of Seventy-One Million and 00/100 Dollars (\$71,000,000.00). Subject to the terms and conditions of this Agreement, the Purchase Price shall be paid as provided below. The Purchase Price shall be deemed allocated among the various parcels comprising the Property as set forth on Exhibit A-1 attached hereto (it being understood that the parcel owned by Parcel A Seller is listed

thereon as "Parcel A", the parcel owned by Parcel B Seller is listed thereon as "Parcel B", the parcel owned by Parcel C Seller is listed thereon as "Parcel C", the parcel owned by Parcel D Seller is listed thereon as "Parcel D", the parcel owned by Parcel E Seller is listed thereon as "Parcel E", the parcel owned by Parcel F Seller is listed thereon as "Parcel F", the parcel owned by Parcel G Seller is listed thereon as "Parcel G" and the parcel owned by Parcel H Seller is listed thereon as "Parcel H").

2.2. Deposit. Purchaser has delivered a deposit in the form of a wire transfer in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) (together with any interest earned thereon, the "**Deposit**") to Chicago Title Insurance Company ("**Escrow Agent**"). Receiver, Purchaser and Escrow Agent have entered into an escrow agreement substantially in the form of Exhibit B attached hereto (the "**Escrow Agreement**"). The Deposit shall be nonrefundable to Purchaser (except as otherwise specifically set forth in this Agreement) and shall be held and disbursed in accordance with this Agreement and the Escrow Agreement.

2.3. Payment. At or prior to 5:00 p.m., Eastern Time, on the Closing Date (subject to the fulfillment of all of the Purchaser's Closing Conditions and Receiver's compliance with all of Receiver's obligations under this Agreement), Purchaser shall cause the Purchase Price to be paid to Receiver as follows:

2.3.1. Delivery of Deposit. Purchaser shall cause the Escrow Agent to pay to Receiver the Deposit held by the Escrow Agent by federal wire transfer in immediately available funds to such bank account(s) as Receiver may designate, and such amount shall be credited against the Purchase Price.

2.3.2. Payment of Balance. Purchaser shall timely fund to the Escrow Agent the remaining balance of the Purchase Price after application of the provisions of Section 2.3.1, as adjusted for the prorations and credits set forth in this Agreement, and shall cause the Escrow Agent to transfer to Receiver such amount by federal wire transfer in immediately available funds to such bank account(s) as Receiver may designate.

2.4. Closing. Payment of the Purchase Price and the closing hereunder (the "**Closing**") will take place pursuant to an escrow closing, conducted by the Escrow Agent, commencing at 10:00 a.m. Eastern Time, on the date that is forty-five (45) days after the last day of the Review Period (as defined below) (subject to the adjournment rights set forth in this Agreement, the "**Closing Date**"). On or prior to the Closing Date, the Purchaser and Receiver shall deposit in escrow with the Escrow Agent all documents, instruments and Closing funds required to be delivered by such party in order to consummate Closing pursuant to this Agreement. If Purchaser shall request that the Closing Date be accelerated to an earlier date, Receiver shall endeavor to cooperate with any such request.

2.5. Surrogate's Court Order. Notwithstanding any provision of this Agreement, if an order of the Monroe County Surrogate's Court approving this Agreement (and the sale pursuant hereto) (the "**Surrogate's Court Order**") has not been obtained within forty-five (45) days after the Effective Date, then Purchaser shall have the right (but not the obligation), by written notice to the Receiver at any time prior to the obtaining of the Surrogate's Court Order, to terminate this Agreement. Upon any such termination, the parties shall have no further rights, liabilities or

obligations vis-à-vis each other (except that Receiver shall cause the Deposit to be returned to Purchaser within two (2) business days after Purchaser's written notice of such termination).

2.6. Parcel I. Purchaser is entering into a separate purchase and sale agreement (the "Parcel I PSA") with Anthony J. Costello & Son (Cameron) Development, LLC, a New York limited liability company ("Parcel I Seller") with respect to certain property known as "Parcel I" of the Clinton Crossings Medical Portfolio ("Parcel I"). Notwithstanding any provision of this Agreement:

(i) it is intended that the closing under the Parcel I PSA and the Closing (as defined below) under this Agreement shall occur simultaneously, and such closing under the Parcel I PSA shall be a condition precedent to Purchaser's obligations to close the purchase of the Property contemplated under this Agreement (but such condition precedent may be waived by Purchaser, in Purchaser's sole discretion, by written notice to Receiver); and

(ii) if the Parcel I PSA shall be terminated for any reason (prior to the completion of the Closing hereunder), then Purchaser shall have the right (in Purchaser's sole discretion) to terminate this Agreement by written notice to Receiver (and upon any such termination by Purchaser of this Agreement, the parties shall have no further rights, liabilities or obligations vis-à-vis each other, except that Receiver shall cause the Deposit to be returned to Purchaser within two (2) business days after Purchaser's written notice of such termination).

3. REVIEW PERIOD.

3.1. Access. (a) During the period commencing on the Effective Date and ending upon the earlier of the Closing and the termination of this Agreement, Purchaser and its authorized agents, employees, representatives, partners, investors, officers, consultants, appraisers, insurers, lenders and attorneys, as well as the agents, employees and representatives of any of the foregoing, shall be entitled to enter upon the Real Property at all reasonable times upon reasonable prior notice and accompanied by an agent of Receiver (provided that Receiver makes such an agent reasonably available) for purposes of such inspections, tests and studies at the Real Property as Purchaser deems necessary or desirable, including, but not limited to, conducting a Phase I Environmental Site Assessment (and, if recommended by (or reasonably prudent on the basis of the reported results of) the Phase I Environmental Site Assessment), a Phase II Environmental Site Assessment), conducting other surveys, tests and investigations and otherwise evaluating the physical condition of the Real Property; provided that Purchaser:

(i) shall indemnify, defend and hold Receiver and/or Seller free and harmless from and against all liabilities, obligations, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) asserted against or incurred by Receiver and/or Seller arising out of any acts of Purchaser, its agents, employees and representatives, in connection with any such inspections, except if arising from the negligence or willful misconduct of Receiver and/or Seller, which indemnification shall survive the termination of this Agreement;

(ii) shall promptly repair any damage resulting from any such access or inspections to the condition that existed immediately prior to any such access or inspections, which obligation shall survive the termination of this Agreement;

(iii) shall fully comply with all laws, ordinances, rules and regulations in connection with any such access or inspections;

(iv) shall not permit any access, inspections, investigations or other due diligence activities to result in any liens, judgments or other encumbrances being filed against the Real Property and shall, at its sole cost and expense, promptly discharge of record any such liens or encumbrances that are so filed or recorded;

(v) shall carry (or cause an affiliate of Purchaser to carry) via commercial carrier-issued insurance (A) commercial general liability insurance (including broad form contractual indemnity and personal injury liability coverage) with a minimum per occurrence limit of at least \$2,000,000 and general aggregate limit of \$4,000,000, (B) automobile liability insurance covering owned, hired and non-owned vehicles, providing coverage of \$1,000,000 combined single limit for bodily injury and property damages, (C) workers compensation insurance (in statutory amounts) and employers' liability insurance coverage of \$1,000,000 on an occurrence basis, and (D) excess or umbrella liability coverage in the amount of \$4,000,000. Receiver, and Seller and its officers, directors, board members, agents and employees, shall be included as additional insureds on all carrier-issued policies other than the workers' compensation and disability insurance. Such policies shall be primary and may not be canceled or materially changed without prior written notice to Receiver and Seller. No inspection may commence until evidence of such coverage has been delivered to Receiver;

(vi) shall cause any third-party contractors (the "Contractors") to carry (A) commercial general liability insurance (including broad form contractual indemnity and personal injury liability coverage) with a minimum per occurrence limit of at least \$1,000,000 and general aggregate limit of \$2,000,000, (B) automobile liability insurance covering owned, hired and non-owned vehicles, providing coverage of \$1,000,000 combined single limit for bodily injury and property damages, (C) workers compensation insurance (in statutory amounts) and employers' liability insurance coverage of \$1,000,000 on an occurrence basis, and (D) umbrella liability coverage with a per location limit in the amount of \$3,000,000. Receiver, and Seller and its representatives, shall be included as additional insureds on all such policies other than the workers' compensation and disability insurance. Such policies shall be primary and may not be canceled or materially changed without at least thirty (30) days' prior written notice to Receiver and Seller. No inspection may commence until evidence of such coverage has been delivered to Receiver; and

(vii) shall be solely responsible for the payment of all costs incurred by Purchaser in connection with any such access or inspections. Purchaser agrees that it hereby indemnifies and holds Receiver and Seller harmless from and against any and all claims, liabilities, fees, suits, damages, losses, penalties, costs and expenses (including attorneys' fees and disbursements and court costs) arising or resulting from, or in connection with, directly or indirectly, Purchaser's entry onto the Real Property or conduct of any such inspection, other than Receiver's administrative costs, if any, incurred in facilitating Purchaser's access or inspections, and claims,

liabilities, fees, suits, damages, losses, penalties, costs and expenses arising from the negligence or willful misconduct of Receiver or Seller.

(b) Receiver shall reasonably cooperate (and use commercially reasonable efforts to cause Seller to cooperate) with Purchaser and Purchaser's lender in connection with such inspections, including without limitation promptly making available to Purchaser and Purchaser's lender such documents and materials in Receiver's or Seller's possession or control as Purchaser or Purchaser's lender may reasonably request to facilitate such inspections, test and studies.

3.2. Due Diligence Documents. Receiver has made or within five (5) business days following the Effective Date shall make available for Purchaser's inspection and copying, at a location mutually and reasonably acceptable to the parties thereto (which may be by means of a virtual data room) all documents to the extent the same are in Receiver's possession or reasonably obtainable by Receiver (excluding proprietary or confidential materials). Furthermore, during the period commencing on the Effective Date and ending upon the earlier of the Closing and the termination of this Agreement, Receiver agrees to allow Purchaser and its authorized agents, employees, representatives, partners, investors, officers, consultants, appraisers, insurers, lenders and attorneys, as well as the agents, employees and representatives of any of the foregoing, to inspect and, at Purchaser's sole cost and expense, make copies of, at reasonable times and upon reasonable advance written notice, all documents and other materials, title documents, plans, surveys, plans and specifications, tax bills, utility bills, building permits, certificates of occupancy, books, records, operating statements, environmental reports, files, notices or correspondence with respect to the Real Property, all other records, statements and accounts in Receiver's possession or control relating to the Real Property and the operation thereof, if any, and any other documents required to be delivered under this Agreement, if any, which are in Receiver's possession.

3.3. Termination Option. Notwithstanding any provision of this Agreement, Purchaser shall have the right to terminate this Agreement if Purchaser has determined in Purchaser's sole discretion not to proceed with the purchase of the Property, by giving written notice of such election to terminate (which notice may be by email to Receiver and Receiver's counsel identified in Section 15 of this Agreement, by no later than the end of the Review Period), in which event (a) the Deposit shall be returned to Purchaser and (b) except as expressly provided for in this Agreement, none of Receiver, Seller or Purchaser shall have any further liability or obligation to the other under this Agreement. In the absence of such timely notice, the termination option provided for in this Section 3.3 shall automatically expire and be of no further force or effect, and this Agreement shall continue in full force and effect. As used in this Agreement, the "**Review Period**" shall mean the period from and after the date of the Surrogate's Court Order through 5:00 P.M. Eastern Time on the date that is sixty (60) days after the date of the Surrogate's Court Order; provided, however, that if Purchaser shall give written notice to Receiver prior to the date that is sixty (60) days after the date of the Surrogate's Court Order that Purchaser intends to conduct a Phase II Environmental Site assessment, if permitted under this Agreement, then the Review Period shall automatically be extended through 5:00 P.M. Eastern Time on the date that is one hundred five (105) days after the date of the Surrogate's Court Order.

3.4. Purchaser's Reports. At no cost to Receiver, Purchaser shall deliver to Receiver, as and when the same are received by Purchaser, copies of all title reports and environmental reports relating to the Real Property and received by Purchaser prior to Closing, including, without limitation, the Title Commitment (as defined below).

3.5. Title and Survey. Purchaser has ordered (or shall order promptly after the Effective Date) a title commitment (the "Title Commitment") for a title policy from Chicago Title Insurance Company ("Title Company") and a survey of the Real Property (the "Survey").

3.5.1. Title and Survey Objections. Purchaser shall have the right to object to any exceptions to the Title Commitment or matters shown on the Survey that constitute title defects by giving written notice to Receiver, stating the matters to which Purchaser objects and the reasons therefor. Receiver's sole obligation relating to the standard pre-printed exceptions to title appearing in the Title Commitment shall be the provision to the Title Company at Closing of a duly executed and acknowledged affidavit (the "Receiver's Affidavit") in the form attached hereto as Exhibit F. In addition, Purchaser agrees that it shall not object to any of the following matters:

(A) liens for unpaid real estate or personal property taxes or assessments and water rates, water meter charges, sewer taxes, rents and charges, if any, provided that such items are paid in full by Receiver prior to or at the Closing and released of record to the satisfaction of the Title Company, or apportioned as provided in this Agreement;

(B) zoning laws and regulations and ordinances, proffers and similar conditions of municipal and other governmental authorities affecting the Property (but not violations thereof); or

(C) any liens, encumbrances or other defects or exceptions to title insurance coverage caused by Purchaser, by any of Purchaser's affiliates, by any of their respective agents, employees, contractors or other representatives.

Purchaser shall have the right to object to any title and/or survey matters about which Purchaser first learns prior to the end of the Review Period (any such matter, a "Title Matter"), by giving written notice (an "Objection Notice") to Receiver promptly after Purchaser obtains knowledge of such Title Matter. Within five (5) business days after Receiver's receipt of the Objection Notice, Receiver shall notify Purchaser in writing of its election to cause to be Cured or not caused to be Cured Purchaser's objections. Any Title Matters that Receiver elects to cause to be Cured shall be conditions to Closing. If Receiver elects not to cause to be Cured any such objections to Title Matters, Purchaser's sole recourse shall be to terminate this Agreement at or prior to the end of the Review Period. In the event Purchaser does not so terminate this Agreement, such objections to Title Matters that Receiver elected not to cause to be Cured shall become Permitted Exceptions hereunder.

Purchaser shall have the right to object to any title and/or survey matters about which Purchaser first learns at or after the end of the Review Period (any such matter, a "New Title Matter"), by giving written notice ("Subsequent Objection Notice") to Receiver promptly after Purchaser obtains knowledge of such New Title Matter. Within five (5) business days after Receiver's receipt of the Subsequent Objection Notice, Receiver shall notify Purchaser in writing of its election to cause to be Cured or not Cure Purchaser's objections. Any New Title Matters that Receiver elects to cause to be Cured shall be conditions to Closing. If Receiver elects not to cause to be Cured any such objections to New Title Matters, Purchaser's sole recourse shall be to terminate this Agreement. In the event Purchaser does not terminate this Agreement, such objections to New Title Matters that Receiver elected not to cause to be Cured shall become Permitted Exceptions hereunder. If Receiver receives a timely objection to a New Title Matter less than two (2) business

days prior to Closing, then the Closing Date will be extended to allow Receiver a full two (2) business days to notify Purchaser of Receiver's election whether or not to cause to be Cured, and if Receiver elects to cause to be Cured, then the Closing Date will be extended as provided in Section 3.5.2 to allow Receiver the opportunity to effect such cure.

For purposes of this Section 3, the term "Cure" or "Cured" shall mean, at Receiver's election, (i) the removal of such matter of record, or (ii) the provision of information to the Title Company sufficient to remove such matter as a title exception in the Title Commitment or to cause the Title Company to affirmatively insure over such matter. The term "Permitted Exceptions" shall mean (w) the items set forth in subparagraphs (A) through (C) above on this Section 3.5.1, (x) all matters that would be disclosed on the Survey or that appear in the Title Commitment which are not timely objected to by Purchaser as provided above or which are timely objected to but such objection is thereafter waived by Purchaser, (y) all documents, easements, encumbrances and other matters expressly permitted or contemplated to be recorded pursuant to the terms of this Agreement, and (z) any matters which become Permitted Exceptions pursuant to this Section 3.5.1 or Section 3.5.2 below.

3.5.2. Receiver's Opportunity to Cause to be Cured. If Receiver elects to cause to be Cured any title or survey objection to which Purchaser timely objected in the Objection Notice or Subsequent Objection Notices, Receiver shall have a reasonable period of time, not to exceed thirty (30) days, to do so and, at Receiver's sole option, the Closing Date shall be extended, if necessary, to the date such items are Cured. If such objections are not Cured within the foregoing time period, then Purchaser may either: (a) terminate this Agreement, in which event (i) the Deposit shall be returned to Purchaser, and (ii) except as expressly provided for in this Agreement, none of Receiver, Seller or Purchaser shall have any further liability or obligation to the other under this Agreement except for any obligations under this Agreement which are stated to survive the termination hereof, or (b) proceed to Closing under this Agreement and take title to the Property subject to such unCured objections without any reduction in the Purchase Price, in which case such unCured objections shall become Permitted Exceptions.

3.5.3. Mandatory Cure Items. Notwithstanding any provision of this Agreement, all deeds of trust, mortgages, and other monetary liens granted by Receiver or Seller (or any predecessor-in-interest of Receiver or Seller) and all mechanic's and materialmen's liens (but excluding all liens caused by acts of Purchaser or its agents, employees, contractors or representatives) are deemed to be objections that Receiver shall be obligated to cause to be Cured at or prior to Closing.

4. REPRESENTATIONS AND WARRANTIES OF RECEIVER.

4.1. Representations and Warranties. Receiver represents and warrants to Purchaser that the following are true and correct in all respects as of the Effective Date (and shall be true and correct as of the Closing Date):

4.1.1. Authority. Receiver is authorized to execute this Agreement, subject to the Order and the Surrogate Court's Order (collectively, the "Orders").

4.1.2. No Violation. The execution, delivery and performance of this Agreement by Receiver will be pursuant to the Orders.

4.1.3. No Condemnation. To the best of Receiver's knowledge and belief, there are no pending or, to Receiver's knowledge, overtly threatened, condemnation, eminent domain or similar proceedings with respect to all or any portion of the Real Property.

4.1.4. Compliance. To the best of Receiver's knowledge and belief, there are no currently uncured material violations of any applicable governmental statute, ordinance, code, rule or regulation affecting the Real Property.

4.1.5. Litigation. To the best of Receiver's knowledge and belief, there are no pending or, to Receiver's knowledge, overtly threatened, actions, suits or proceedings against or affecting Receiver or the Property, or arising out of the management or operation of the Property, this Agreement or the transactions contemplated by this Agreement that will bind or burden the Property after the Closing. The provisions of this Section 4.1.5 shall survive the Closing (without qualifiers as to knowledge or belief).

4.1.6. Leases. Receiver shall promptly deliver to Purchaser true, correct and complete copies of all Leases to the tenants listed on Exhibit C. There are no Leases except to the tenants set forth in Exhibit C. The foregoing obligation shall be deemed modified at Closing to reflect any Leases entered into, modified or terminated pursuant to the terms of this Agreement or in the event of a termination, renewal, extension, rent increase/decrease or like event occurring pursuant to the terms of the relevant Lease. Receiver has paid or caused to be paid in full (or at Closing shall pay or give Purchaser a credit for) all leasing commissions, tenant improvement costs, and leasing fees connected with the negotiation and execution of the Leases which are due and payable by Receiver prior to the Effective Date, Receiver or Seller has or will have completed all landlord work required under any Lease and, to Receiver's knowledge, no leasing commissions remain due and payable. The provisions of this Section 4.1.6 shall survive the Closing.

4.1.7. Contracts. Receiver shall promptly deliver to Purchaser true, correct and complete copies of all of the Contracts currently in effect with respect to the Real Property entered into by or on behalf of Seller. There are no Contracts in effect with respect to the Real Property except as set forth in Exhibit D. The provisions of this Section 4.1.7 shall survive the Closing.

4.1.8. FIRPTA. Neither Receiver nor any Seller is a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code. The provisions of this Section 4.1.8 shall survive the Closing.

4.1.9. Environmental. Receiver is selling the Real Property in "as-is" condition.

4.1.10. Bankruptcy. Receiver has received no notice that any party comprising Seller has (a) commenced a voluntary case with respect to it or its assets, nor has Receiver any knowledge that Seller had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, (b) caused, suffered or consented to the appointment of a receiver (other than Receiver under the receivership referenced in the Orders), trustee, administrator, conservator, liquidator, or similar official in any federal, state, or foreign judicial or non-judicial proceeding, to hold, administer and/or liquidate all or substantially all of its assets, or (c) made a general assignment for the benefit of creditors.

4.1.11. OFAC. Receiver has no knowledge that any party comprising Seller (a) is in violation of any Anti-Terrorism Law (as defined below), (b) is a Prohibited Person (as defined below), or (c) is not and will not knowingly (i) conduct any business or engage in any transaction or dealing with any Prohibited Person, including the making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 (as defined below); or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose or intent of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. As to the foregoing matters, Receiver is not in violation of 4.1.11 (a), is not a Prohibited Person in (b), and is not and will not knowingly (i) conduct any business or engage in any transaction or dealing with any Prohibited Person, including the making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 (as defined below); or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose or intent of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. As used herein: (1) “**Anti-Terrorism Law**” is defined as any law relating to terrorism or money-laundering, including Executive Order No. 13224 and the USA Patriot Act (as defined below); (2) “**Executive Order No. 13224**” is defined as the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, relating to “Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism.”; (3) “**Prohibited Person**” is defined as (A) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (B) an entity that is listed in the Annex to, or is otherwise subject to the provisions of, a person or entity owned or controlled by, or acting for or on behalf of, any person or Executive Order No. 13224; (C) a person or entity with whom any lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (D) a person or entity who commits, threatens or conspires to commit or supports “terrorism” as defined in Executive Order No. 13224; (E) a person or entity that is named as a “specially designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/offices/eotffc/sdn/tllsdn.pdf> or at any replacement website or other official publication of such list; or (F) a person or entity who is affiliated with a person or entity described in clauses (1)-(4) of this definition; and (4) “**USA Patriot Act**” is defined as the “Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001” (Public Law 107-56). After the Closing Date, Receiver and Seller agree to cooperate with Purchaser in providing such additional information and documentation on Receiver’s or Seller’s legal or beneficial ownership, policies, procedures and sources of funds as the Purchaser reasonably deems necessary or prudent to enable it to comply with Anti-Terrorism Laws as now in existence or hereafter amended. The provisions of this Section 4.1.11 shall survive the Closing.

4.1.12. Personalty. The Personalty (other than building fixtures such as boilers, pumps, tanks and like items) are listed on Exhibit N attached hereto.

4.1.13. Knowledge Parties. The Knowledge Parties are the individuals having the fullest and most accurate knowledge on behalf of Receiver as to the Property and Receiver.

4.2. Survival. Receiver's representations and warranties set forth in this Agreement shall not survive the Closing and will merge with the deed upon closing, except as expressly set forth in this Agreement.

4.3. Matters Pertaining to Representations and Warranties. As used throughout this Agreement, the phrase "to Receiver's knowledge", "to Receiver's knowledge and belief" "Receiver is unaware" or phrases of similar import shall mean the actual, not constructive or imputed, knowledge of William C. Colucci, Receiver (the "Knowledge Party") without any obligation on his part to make any independent investigation of the matters being represented and warranted, or to make any inquiry of any other persons, or to search or examine any files, records, books or correspondence. The Knowledge Party shall have no personal liability for a breach of a representation or warranty set forth in this Agreement. This Section 4.3 shall survive the Closing.

5. RECEIVER'S COVENANTS.

5.1. Maintenance of Property. From and after the Effective Date of this Agreement through the Closing, the Real Property will be operated and managed by or on behalf of Receiver pursuant to the Orders, and in a manner substantially consistent with the way the Real Property is currently being operated and managed (including, without limitation, maintaining all insurance that Receiver is required to maintain or that Seller or Receiver maintained caused to be maintained with respect to the Real Property and the Personalty prior to the Effective Date and not deferring any maintenance that under Seller's prior practice would have been performed, provided, however, that (i) Receiver shall have no obligation to make any capital improvements to the Real Property, and (ii) Purchaser acknowledges, understands and agrees that Receiver shall have the right to take such actions, and shall not be in breach of the foregoing covenant because of any such actions taken, to comply with any current or future laws, rules or regulations of any governing body including, without limitation, any modifications to, or cessation of, operations of the Property in order to comply with any decree, ordinance, statute, moratorium, or other governmental action or proceeding by any applicable governmental authority whether relating to the COVID-19 outbreak, any other epidemic or pandemic, or otherwise.

5.2. Leases. Between the Effective Date and the Closing Date, Receiver will not, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, delayed or conditioned: (a) execute any new Lease affecting the Real Property or any part thereof; (b) materially amend any existing Lease listed on Exhibit C attached; or (c) terminate (except upon a default by the tenant thereunder) or accept the surrender of any Lease (except as otherwise permitted under any Lease); provided however that Receiver is authorized to accept the termination of any Lease at the end of its existing term and to expand, extend or renew any Leases pursuant to expansion, extension or renewal options expressly contained therein. Promptly upon Receiver's execution thereof, but in no event later than the end of the Review Period, Receiver shall provide to Purchaser a copy of any new Lease, or of any amendment or modification to any existing Lease, entered into by Receiver during the Review Period. Additionally, during the Review Period and thereafter, Receiver shall keep Purchaser reasonably apprised regarding leasing activities and offers to lease portions of the Real Property received or solicited by Receiver and shall provide to Purchaser copies of any offers to lease, term sheets and letters of interest or intent in that regard, as well as drafts of any proposed Lease amendments and new leases being negotiated by Receiver with existing and potential tenants.

5.3. Contracts. Between the Effective Date and the Closing Date, Receiver will not, without the prior written consent of Purchaser, which consent may be withheld in Purchaser's sole discretion: (a) execute any new Contract affecting the Real Property, or any part thereof which will be binding on Purchaser following Closing; or (b) materially amend any existing Contract listed on Exhibit D attached hereto if such new Contract or amendment will be binding on Purchaser or the Property following Closing. Promptly upon Receiver's execution thereof, but in no event later than the end of the Review Period, Receiver shall provide to Purchaser a copy of any new Contract, or of any amendment or modification to any existing Contract, entered into by Receiver during the Review Period which will be binding on Purchaser or the Property following Closing.

5.4. Negative Covenants. From the Effective Date until the Closing Date, Receiver shall not take any of the following actions without the prior express written consent of Purchaser, in Purchaser's sole discretion: (a) make or permit to be made any material alterations to or upon the Real Property or any part of the Real Property except as expressly provided for in the Leases or any of the other Permitted Exceptions, or as necessary to comply with applicable law; (b) grant any liens or encumbrances upon the Property that will not be discharged upon the Closing; or (c) remove or permit the removal from the Real Property of any fixtures, mechanical equipment, or any other item included in the Real Property except as may be required to replace such items as reasonably necessary, and except as expressly provided for in the Leases or any of the Permitted Exceptions.

6. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

Representations and Warranties. Purchaser represents and warrants to Receiver as follows as of the Effective Date:

6.1. Authority. Purchaser is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, and Purchaser has all requisite limited liability company power and authority to enter into this Agreement and all documents now or hereafter to be executed and delivered by Purchaser pursuant to this Agreement and to perform its obligations under this Agreement and under such documents. Purchaser has obtained any consents necessary for it to enter into and perform its obligations under this Agreement.

6.2. No Violation. The execution, delivery and performance by Purchaser of this Agreement will not result in a violation by Purchaser under any of the following that are binding on it: (a) any judgment or order entered by any court or governmental body, (b) any governmental statute, ordinance, code, rule or regulation, or (c) any contract or agreement or indenture.

6.3. Bankruptcy. Purchaser has not (a) commenced a voluntary case with respect to it or its assets, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator, or similar official in any federal, state, or foreign judicial or non-judicial proceeding, to hold, administer and/or liquidate all or substantially all of its assets, or (c) made a general assignment for the benefit of creditors.

6.4. OFAC. To Purchaser's actual knowledge, Purchaser (a) is not in violation of any Anti-Terrorism Law, (b) is not a Prohibited Person, or (c) is not and will not knowingly (i) conduct any business or engage in any transaction or dealing with any Prohibited Person, including the

making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224; or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose or intent of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. After the Closing Date, Purchaser agrees to cooperate with Receiver in providing such additional information and documentation on Purchaser's legal or beneficial ownership, policies, procedures and sources of funds as Receiver reasonably deems necessary or prudent to enable it to comply with Anti-Terrorism Laws as now in existence or hereafter amended.

7. AS IS PURCHASE.

EXCEPT FOR SUCH REPRESENTATIONS AND WARRANTIES AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, PURCHASER IS ACQUIRING THE PROPERTY IN ITS "AS IS", "WHERE IS" CONDITION, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, ALL OF WHICH ARE HEREBY WAIVED AND DISCLAIMED BY PURCHASER. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO RECEIVER RELATED PARTIES (INCLUDING, WITHOUT LIMITATION, SELLER, BROKER (AS HEREINAFTER DEFINED)) HAS MADE ANY REPRESENTATIONS OR WARRANTIES, DIRECT OR INDIRECT, ORAL OR WRITTEN, EXPRESS OR IMPLIED, TO PURCHASER OR ANY AGENTS, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES OF PURCHASER WITH RESPECT TO THE CONDITION OR CONSTRUCTION OF THE PROPERTY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS COMPLIANCE WITH ANY LAWS, OR OTHERWISE AND PURCHASER IS NOT AWARE OF AND DOES NOT RELY UPON ANY SUCH REPRESENTATION OR WARRANTY. PURCHASER ACKNOWLEDGES THAT THE REVIEW PERIOD WILL HAVE AFFORDED PURCHASER THE OPPORTUNITY TO MAKE SUCH INSPECTIONS (OR HAVE SUCH INSPECTIONS MADE BY CONSULTANTS) AS IT DESIRES OF THE PROPERTY AND ALL FACTS RELEVANT TO ITS USE, INCLUDING, WITHOUT LIMITATION, THE INTERIOR, EXTERIOR, STRUCTURE, AND CONSTRUCTION OF ALL IMPROVEMENTS, IF ANY, AND THE CONDITION OF SOILS AND SUBSURFACES. EXCEPT WITH RESPECT TO A BREACH BY RECEIVER OF ANY REPRESENTATION OR WARRANTY EXPRESSLY CONTAINED IN THIS AGREEMENT, PURCHASER HEREBY WAIVES, RELEASES AND FOREVER DISCHARGES THE RECEIVER, SELLER AND ALL OF THE SELLER AND RECEIVER RELATED PARTIES, IF ANY, OF AND FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, LIABILITIES AND COSTS WHATSOEVER, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, WHICH PURCHASER NOW HAS OR WHICH MAY ARISE IN THE FUTURE AGAINST RECEIVER OR SELLER OR ANY OF THE RECEIVER OR SELLER RELATED PARTIES OR ANY SUCH OTHER PARTIES RELATED IN ANY WAY TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ITS CONSTRUCTION, VALUE, COMPLIANCE WITH LAWS, OR CONDITION. IN FURTHERANCE OF THE FOREGOING SENTENCE AND NOT IN LIMITATION THEREOF, PURCHASER HEREBY AGREES NOT TO ASSERT ANY CLAIM FOR CONTRIBUTION, COST, RECOVERY OR OTHERWISE AGAINST THE RECEIVER OR ANY OF THE SELLER OR RECEIVER RELATED PARTIES (WHETHER ARISING UNDER STATUTORY LAW, COMMON LAW, FEDERAL LAW, STATE LAW OR OTHERWISE) RELATING DIRECTLY OR INDIRECTLY TO THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT

LIMITATION, THE EXISTENCE OF OIL, LEAD PAINT, ASBESTOS, OR HAZARDOUS MATERIALS OR SUBSTANCES ON, OR THE ENVIRONMENTAL CONDITION OF, THE PROPERTY, WHETHER KNOWN OR UNKNOWN. THE PROVISIONS OF THIS SECTION 7 SHALL SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT.

8. PURCHASER'S INDUCEMENTS TO RECEIVER.

8.1. Purchaser's Acknowledgements. Purchaser acknowledges and agrees that, except as expressly provided in this Agreement, having been given the opportunity to inspect the Property, Purchaser is relying solely on its own investigation of the Property and not, except as otherwise expressly provided in this Agreement, on any information provided or to be provided by Receiver. Purchaser acknowledges, represents and warrants that Purchaser is not in a disparate bargaining position with respect to Receiver in connection with the transaction contemplated by this Agreement, that Purchaser freely and fairly agreed to this acknowledgment as part of the negotiations for the transaction contemplated by this Agreement, that Purchaser is represented by legal counsel in connection with this transaction and that Purchaser has conferred with such legal counsel concerning this waiver. The provisions of this Section 8.1 shall survive Closing or termination of this Agreement.

9. CONDITIONS TO CLOSING.

9.1. Purchaser's Conditions. Purchaser's obligation to consummate Closing pursuant to this Agreement is conditioned upon the satisfaction (or waiver by Purchaser) of the following conditions on and as of the Closing Date (collectively, "Purchaser's Closing Conditions"):

9.1.1. Receiver shall have performed and satisfied all of Receiver's obligations under this Agreement in all material respects.

9.1.2. The representations and warranties of Receiver shall be true and correct in all material respects as of the Closing (provided, however, that to the extent a representation or warranty of Receiver becomes untrue due to any action of Receiver which is expressly permitted hereunder or is otherwise agreed to (or is deemed agreed to) by Purchaser hereunder, such change in such representation or warranty shall not render this condition unsatisfied).

9.1.3. The Escrow Agent shall be committed, subject only to the payment by Purchaser of the costs and fees related thereto and satisfaction of Purchaser's other obligations, to issue to Purchaser an owner's title insurance policy, as of the Closing Date, with a liability limit in the amount of the Purchase Price, insuring that title to the Property is vested in Purchaser (subject only to Permitted Exceptions).

9.1.4. Purchaser shall have received Tenant estoppel certificates (i) substantially in the form attached hereto as Exhibit E, or (ii) if required by a particular Lease, in the form attached to or otherwise called for by the subject Lease, from all tenants of the Property.

9.1.5. The Orders shall be final and non-appealable.

9.2. Receiver's Conditions. Receiver's obligation to consummate Closing pursuant to this Agreement is conditioned upon the satisfaction (or waiver by Receiver) of the following conditions on and as of the Closing Date:

9.2.1. Purchaser shall have performed and satisfied all of Purchaser's obligations under this Agreement in all material respects.

9.2.2. The representations and warranties of Purchaser shall be true and correct in all material respects as of the Closing (provided, however, that to the extent a representation or warranty of Purchaser becomes untrue due to any action of Purchaser which is permitted hereunder or is otherwise agreed to (or is deemed agreed to) by Receiver hereunder, such change in representation or warranty shall not render this condition unsatisfied).

9.2.3. The Orders shall be final and non-appealable.

9.3. Failure of Condition.

9.3.1. Failure of Purchaser's Conditions. In the event that any condition set forth in Section 9.1 is not satisfied on or prior to the Closing Date, subject to Receiver's right to extend the Closing Date as provided in Section 3.5.1 and 3.5.2 above, the sole right of Purchaser, so long as such failure to perform by Receiver is not the result of an event of default by Receiver pursuant to Section 13.2 hereof, shall be to either (a) terminate this Agreement by delivering written notice of such termination to the Receiver on the Closing Date, in which event the Deposit shall be returned to Purchaser and the parties shall have no further obligations or liabilities to the other hereunder, except as expressly provided for in this Agreement, or (b) waive the satisfaction of such condition or conditions and proceed to Closing in accordance with and subject to the terms of this Agreement.

9.3.2. Failure of Receiver's Condition. In the event that any condition set forth in Section 9.2 is not satisfied on or prior to the Closing Date (a) Receiver may exercise the remedies provided in Section 13.1 below and terminate this Agreement, in which event the Deposit will be paid to Receiver and, except as expressly provided for in this Agreement, neither Receiver nor Purchaser shall have any further liability or obligation under this Agreement, or (b) Receiver may waive the satisfaction of such condition or conditions and proceed to Closing in accordance with and subject to the terms of this Agreement.

10. CLOSING DELIVERIES.

10.1. Receiver's Closing Deliveries. At Closing, Receiver shall deliver, or cause to be delivered, to Purchaser the following with respect to the Property (collectively, the "Closing Documents"), duly executed (and acknowledged where applicable):

10.1.1. A Bargain and Sale Deed (the "Deed") for the Real Property substantially in the form attached hereto as Exhibit G conveying to Purchaser title to the Real Property, free from all liens, encumbrances, easements, conditions and other matters affecting title except the Permitted Exceptions (subject to Section 17.1 regarding multiple deeds).

10.1.2. A Blanket Conveyance, Bill of Sale and General Assignment for the Contracts (except as to those Contracts that are terminated or expire as of or prior to the Closing Date), and Personalty, substantially in the form attached hereto as Exhibit H (the "Bill of Sale").

10.1.3. An Assignment and Assumption of Landlord's Interest in Leases in the form attached hereto as Exhibit I (the "Assignment of Leases").

10.1.4. Letter to the tenants under the Leases in the form of Exhibit J attached hereto (“**Tenant Notice Letters**”), notifying the tenant of the conveyance of the Property to Purchaser and advising it that, following the Closing, all future payments of rent are to be made to Purchaser or at Purchaser’s directions.

10.1.5. Certificates of Non-Foreign Status as required by the Foreign Investors Real Property Tax Act, substantially in the form attached hereto as Exhibit K, executed by Receiver and also separately by each entity comprising Seller.

10.1.6. A closing and proration statement agreed to by the parties which reflects all adjustments to the Purchase Price contemplated by this Agreement (the “**Closing Statement**”).

10.1.7. Any transfer documents or certificates required by any applicable governing body or law to complete this transaction, including, without limitation, an IRS 1099S form and any forms relating to the transfer tax, the recordation tax or other similar tax.

10.1.8. The Receiver’s Affidavit.

10.1.9. An executed “clean” (i.e., not containing any material discrepancies from Section 4.1.6) estoppel certificate (“**Tenant Estoppel**”), substantially in the form of Exhibit L hereto and dated not more than ten (10) days prior to the Closing, from the Tenant under each Lease.

10.1.10. Evidence that the pending tenant improvement amount (which Receiver believes is in the amount of \$702,679.19) has been paid to the University of Rochester pursuant to its Lease and accepted by the University of Rochester as full and complete payment of all pending tenant improvement amounts.

10.1.11. All other documents reasonably required to effectuate this Agreement and the transaction contemplated by this Agreement (including such documents and instruments as may be reasonably required by Purchaser’s title company).

10.1.12. Any required Surrogate’s Court order(s) or consent(s).

10.2. Purchaser’s Closing Deliveries. At Closing, Purchaser shall deliver, or cause to be delivered, to Receiver the following:

10.2.1. The Purchase Price, adjusted in accordance with the provisions of Sections 2 and 11 hereof.

10.2.2. A counterpart original of the Bill of Sale.

10.2.3. A counterpart original of the Assignment of Leases.

10.2.4. Counterpart originals of each Tenant Notice Letter.

10.2.5. A counterpart original of the Closing Statement.

10.2.6. Any transfer documents or certificates required by any applicable governing body or law to complete this transaction, including, without limitation, any forms relating to the transfer tax, the recordation tax or other similar tax.

10.2.7. All other documents reasonably required to effectuate this Agreement and the transaction contemplated by this Agreement.

11. APPORTIONMENTS; EXPENSES.

11.1. Apportionments. The following matters shall be apportioned and adjusted between Receiver and Purchaser as of the Closing Date:

11.1.1. Taxes. Applicable real estate and personal property taxes for the Property shall be apportioned as of the Closing Date (i.e., with Receiver being responsible for all such amounts payable with respect to the period up to but not including the Closing Date and with Purchaser being responsible for all such amounts payable with respect to the period from and after the Closing Date). The term "real estate taxes" shall include any installments of betterment, special or similar assessments, and taxes attributable to the gross receipts or rental income of the Real Property. Any installments of assessments not yet due and payable as of the Closing shall be the responsibility of Purchaser. If the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties.

11.1.2. Operating Expenses. All maintenance, management, electricity, water, gas, sewage and other utility and operating expenses, if any, and vault rents applicable to the Real Property and all payments, if any, required under any Contracts shall be prorated between Receiver and Purchaser as of the Closing Date based on estimates of the amounts that will be due and payable on the next payment date, unless final readings or invoices therefor as of the Closing Date shall have been obtained, in which case such final readings shall be utilized as the basis for adjustment. Any and all deposits, if any, held by utility companies or with other providers of services to the Real Property shall remain the property of Receiver and be returned to Receiver by such companies and providers except to the extent that Purchaser elects to pay to Receiver the amount of any such deposits and accruals, if any, thereon.

11.1.3. Rents, Security Deposits, etc. Rents for the month in which the Closing shall occur which are paid by tenants with respect to their Leases and received by Receiver shall be prorated as of the Closing Date. Purchaser shall use commercially reasonable efforts to collect all Rents past due as of the Closing Date. Rents shall be applied by Purchaser when received first to rents due for the month of Closing, second to uncollected rents then due for the period after the Closing until paid in full, and third to uncollected rents due for the period prior to the Closing Date. Subject to Section 11.1.1 above, rents in respect of the reimbursement of taxes or operating expenses or the like shall be paid when received to the party entitled thereto based on the period to which such payments relate irrespective of whether they are paid to Receiver or Purchaser and any such payments which relate to a period which falls partly prior to the Closing Date and partly subsequent thereto shall be adjusted on a pro-rata per diem basis as and when collected by either party. The amount of any unapplied security deposits under the Leases held by Receiver in cash at the time of Closing shall be credited against the Purchase Price; accordingly, Receiver shall retain the actual cash deposits. If any security deposits are in the form of a letter of credit, Receiver or

Seller (as the case may be) shall assign its interest in the letter of credit to Purchaser (to the extent assignable) and deliver the original letter of credit to Purchaser at Closing.

11.1.4. Leasing Commissions, etc. On or by the Closing Date, Receiver shall pay (or give Purchaser a credit against the Purchase Price for) all leasing commissions, free rent periods, tenant allowance payments and costs of landlord work obligations or the like (the foregoing collectively, the "**Tenant Costs**") relating to any Lease entered into prior to Closing. As between Purchaser and any tenant under a Lease, the amount of any Tenant Costs for which Purchaser receives a credit pursuant to the terms of this Section 11.1.4, shall be paid by Purchaser.

11.1.5. Calculations; Final Reconciliation. Except as otherwise set forth herein, all items to be apportioned and adjusted pursuant to this Section 11.1 shall be prorated as of 11:59 p.m. Eastern Time of the day immediately preceding the Closing Date. All items of income and expense which accrue for the period prior to the Closing will be for the account of Receiver and all items of income and expense which accrue for the period on and after the Closing will be for the account of Purchaser. All such prorations shall be made on the basis of the actual number of days of the month which shall have elapsed as of the day of the Closing and based upon the actual number of days in the month and a one hundred eighty two (182) day half-year. The amount of such apportionments and adjustments shall be initially performed at Closing but shall be subject to adjustment in cash after the Closing as and when complete and accurate information becomes available, if such information is not available at the Closing; provided, however, that Receiver and Purchaser agree that there shall be no further adjustments under this Section 11.1.7 after the four (4) month anniversary of the Closing Date. Any payment required in connection with any adjustments hereunder shall be made with ten (10) days after such adjustments.

11.2. Expenses.

11.2.1. Receiver's Expenses. Receiver shall pay (a) expenses incurred by Receiver in connection with the transaction contemplated by this Agreement (except as otherwise expressly provided in this Agreement), (b) one-half of all escrow fees, (c) Receiver's legal fees and expenses and (d) all transfer, documentary and recording taxes.

11.2.2. Purchaser's Expenses. Purchaser shall pay: (a) all premiums for any title insurance policy or policies, (b) the cost of any inspection of the Property performed by Purchaser, (c) all expenses incurred by Purchaser in connection with the transaction contemplated by this Agreement (except as otherwise expressly provided in this Agreement) (d) one-half of all escrow fees, and (e) Purchaser's legal fees and expenses.

11.2.3. Other Expenses. Except as specifically provided for in this Agreement, Receiver and Purchaser shall allocate all closing costs between them in accordance with customary practice in Rochester, New York.

11.3. Survival. The provisions of this Section 11 shall survive the Closing.

12. EMINENT DOMAIN; CASUALTY.

12.1. Eminent Domain. If prior to the Closing Date condemnation proceedings are commenced or threatened in writing against all or any part of the Real Property, then Receiver shall

promptly notify Purchaser of the same (the "Taking Notice") and the following provisions shall apply:

12.1.1. Total Taking. If in the event such condemnation is commenced or threatened in writing against all or substantially all of the Real Property (and, in the case of such threatened condemnation, Purchaser so elects), this Agreement shall terminate in which event (a) the Deposit shall be returned to Purchaser and (b) except as expressly provided for in this Agreement, neither Receiver nor Purchaser shall have any further liability or obligation under this Agreement.

12.1.2. Material Taking. In the event such condemnation or threatened condemnation is Material (as defined below) but not a total taking as set forth in 12.1.1 above, Purchaser shall have the right to terminate this Agreement by notice from Purchaser to Receiver given on or before the date that is the earlier to occur of (a) ten (10) business days after the date of Purchaser's receipt of the Taking Notice and (b) the Closing. In the event Purchaser does not timely terminate this Agreement, Purchaser shall accept at Closing such title to the Real Property as Receiver can deliver, in which case Receiver shall pay over and/or assign (in form and substance acceptable to Purchaser) to Purchaser at Closing all rights and proceeds arising by reason of such taking (less any collection costs incurred by Receiver in connection therewith and any costs and expenses incurred by Receiver to restore the Property) and Purchaser shall pay the Purchase Price without reduction. If Purchaser terminates this Agreement pursuant to this Section 12.1.2, (i) the Deposit shall be returned to Purchaser, and (ii) except as expressly provided for in this Agreement, neither Receiver nor Purchaser shall have any further liability or obligation under this Agreement.

12.1.3. Immaterial Taking. In the event such condemnation is not Material, then Purchaser shall accept such title to the Real Property as Receiver can deliver, in which case Receiver shall pay over or assign to Purchaser all rights and proceeds arising by reason of such taking (less any collection costs incurred by Receiver in connection therewith and any costs and expenses incurred by Receiver to restore the Property) and Purchaser shall pay the Purchase Price at the Closing without reduction.

12.1.4. "Material". For purposes of this Section 12.1, the term "Material" shall mean a condemnation involving (i) any portion of the rentable square feet of the Improvements, (ii) ten percent (10%) or more of the Land, (iii) all or a material portion of access to the Real Property, or (iv) parking areas at the Real Property that causes the remaining parking for the Real Property to be in violation of any applicable parking code or ordinances.

12.2. Casualty. If any time prior to the Closing any portion of the Improvements is destroyed or damaged as a result of fire or any casualty, Receiver shall promptly notify Purchaser of the same. The rights and obligations of the parties by reason of such destruction or damage shall be as follows:

12.2.1. If the Cost of Repair and Restoration (as hereinafter defined) of such destruction or damage shall be Five Hundred Thousand and 00/100 Dollars (\$500,000.00) (the "Repair Threshold") or less the obligations of the parties under this Agreement shall not be affected by such destruction or damage, and Purchaser shall accept title to the Property in its destroyed or damaged condition. Purchaser shall pay the Purchase Price without reduction, and Receiver shall pay over and/or assign (in form and substance acceptable to Purchaser) to Purchaser without recourse all rights to any proceeds of insurance payable with respect to such destruction or

damage (less any collection costs incurred by Receiver in connection therewith and any costs and expenses incurred by Receiver to restore the Property) including the proceeds of any rent loss insurance applicable to the period after Closing, and Purchaser shall receive a credit against the Purchase Price in the amount of any deductible.

12.2.2. If the Cost of Repair and Restoration of such destruction or damage shall exceed the Repair Threshold, Purchaser shall have the right to terminate this Agreement by notice from Purchaser to Receiver given on or before the date that is the earlier to occur of (a) ten (10) business days after the date of Purchaser's receipt of the Cost Notice (as hereinafter defined) or (b) the Closing. In the event Purchaser does not terminate this Agreement, Purchaser shall accept title to the Property in its destroyed or damaged condition in accordance with and subject to the provisions of Section 12.2.1 (including, without limitation, as to the paying over and/or assignment of insurance proceeds). In the event Purchaser so terminates this Agreement, (i) the Deposit shall be returned to Purchaser, and (ii) except as expressly provided for in this Agreement, neither Receiver nor Purchaser shall have any further liability or obligation to the other under this Agreement.

12.2.3. The term "**Cost of Repair and Restoration**" shall mean the amount of Receiver's good faith estimate of the actual cost of repair and restoration, excluding the actual cost of any repair or restoration which is the obligation of any tenant under a Lease. Receiver shall send Purchaser notice of the Cost of Repair and Restoration (the "**Cost Notice**"), together with reasonable support therefor, promptly after making the aforesaid estimate.

13. **DEFAULT AND REMEDIES.**

13.1. Receiver's Remedies. If Purchaser defaults in its obligation to close under this Agreement (provided that Purchaser's Closing Conditions are all satisfied), then Receiver shall be entitled to receive the entire Deposit as agreed liquidated damages (and not as a penalty) and as Receiver's sole remedy, in lieu of, and as full compensation for, all other rights or claims of Receiver against Purchaser by reason of such default; provided, however, that Receiver shall not be entitled to such remedy if Receiver shall be in material default (beyond all applicable notice, grace and cure periods) under this Agreement. Upon such payment to Receiver of the Deposit, this Agreement shall terminate and, except as expressly provided for in this Agreement, neither Receiver nor Purchaser shall have any further liability or obligation under this Agreement. Purchaser and Seller acknowledge that the damages to Receiver resulting from Purchaser's breach would be difficult, if not impossible, to ascertain with any accuracy, and that the liquidated damage amount set forth in this Section 13.1 represents both parties' reasonable efforts to approximate such potential damages.

13.2. Purchaser's Remedies. If Receiver defaults in its obligation to close under this Agreement, Purchaser's sole remedy therefor shall be to either (a) bring an action for specific performance of Receiver's obligation under this Agreement to deliver the documents required under Section 10.1 above, provided that any action for specific performance must be initiated no later than thirty (30) days after the date that Closing is otherwise required to occur under this Agreement; or (b) terminate this Agreement and receive the entire Deposit, in which event neither Receiver nor Purchaser shall have any further liability or obligation under this Agreement except as expressly provided for in this Agreement. Further, (i) in the event of a specific performance action, the prevailing party in such action shall also be entitled to receive from the non-prevailing party in such

action the reasonable costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

13.3. Receiver's Liability. Subject to the terms of Section 13.4, if Closing shall occur hereunder Purchaser shall have recourse against the proceeds of the sale for any breach of representation by Receiver hereunder (to the extent the same expressly survives Closing).

13.4. No Personal Liability. No holders of direct or indirect interest in any entity comprising Seller or in Purchaser, nor any receiver (including, without limitation, Receiver), officer, director, trustee, agent or employee of any entity comprising Seller or of Purchaser or of Receiver or any holders of direct or indirect interests in any entity comprising Seller or in Purchaser or in Receiver, will be personally liable for the payment of any claim or for the performance of any obligation of Seller, Receiver or Purchaser or otherwise.

13.5. Remedies Exclusive. By the express agreement of Purchaser and Receiver, the remedies set forth in this Section 13 constitute the sole remedies at law or in equity available to Purchaser and Receiver, as the case may be, on account of the other party's breach of its obligations to close under this Agreement, provided, however, to the extent any terms or provisions of this Agreement are specifically intended to survive the Closing and delivery of the Deed or the termination of this Agreement, Purchaser shall have all remedies with respect thereto against Receiver and each entity comprising Seller as may be available at law or in equity, subject to and pursuant to Section 13.3 and Section 13.4, and Receiver shall have all remedies with respect thereto against Purchaser as may be available at law or in equity. In no event, however, shall either party to this Agreement be liable for any consequential, special, indirect or punitive damages.

13.6. Survival. The provisions of this Section 13 shall survive the Closing or any earlier termination of this Agreement.

14. FURTHER ASSURANCES.

After the Closing, Receiver and Purchaser agree to perform such other acts, and to execute, acknowledge and deliver, such other instruments, documents and other materials as the other may reasonably request (at no cost or liability to the performing party) and as shall be necessary in order to effect the consummation of the transactions contemplated by this Agreement or to provide further assurances of any transfer, conveyance or assignment made pursuant to this Agreement. The provision of this Section 14 shall survive the Closing for a period of twelve (12) months.

15. NOTICES.

Except as may be otherwise provided in this Agreement, all notices, demands, requests or other communications required or permitted to be given under this Agreement must be delivered to the following addresses (a) personally, by hand delivery or (b) by Federal Express or a similar internationally recognized overnight courier service, but in any case with a copy by e-mail at the following email addresses. All such notices, demands, requests or other communications shall be deemed to have been given for all purposes of this Agreement upon the date of receipt or refusal, except that whenever under this Agreement a notice is either received on a day which is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day.

If to Receiver:

William C. Colucci
Pyramid Brokerage Company
5845 Widewaters Parkway,
East Syracuse, New York 13057

with a copy to:

James H. Messenger, Jr., Esq.
440 South Warren Street, Suite 703
Syracuse, New York 13202

If to Purchaser:

Blue Sky Clinton Crossings LLC
c/o Blue Sky Real Estate Development
130 East 59th Street, 14th Floor
New York, NY 10022
Attn: Joel Papo
Email: jpapo@bskyre.com

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Attn: Barry Langman, Esq.
Email: blangman@paulweiss.com

Notice given by counsel to a party to this Agreement shall be considered notice given by such party. Any party to this Agreement or its counsel may designate a different address for itself by notice given in the manner set forth above.

16. BROKERS.

Purchaser and Receiver each represent to the other that it has not dealt with any broker or agent in connection with this transaction other than Pyramid Brokerage Company ("**Broker**"), and Receiver agrees to pay Broker commissions pursuant to one or more separate written agreements in connection with this Agreement, if, as and when the Closing shall occur and as provided in such separate written agreement. Each of Purchaser and Receiver hereby indemnifies and holds harmless the other from all loss, cost and expenses (including reasonable attorneys' fees and expenses) arising out of a breach of its representation or undertaking set forth in this Section 16. The provisions of this Section 16 shall survive Closing or the termination of this Agreement.

17. MISCELLANEOUS.

17.1. Assignability. Purchaser may not assign or transfer all or any portion of its interests, rights or obligations under this Agreement to any other individual, entity or person without the prior written consent thereto by Receiver. Notwithstanding the foregoing, Purchaser may, without the consent of Receiver but after written notice to Receiver at least five (5) business days prior to Closing, (i) direct that the Property be granted to one or more parties designated by Purchaser (and, in connection therewith, direct that the Deed be executed and delivered as one or more separate deeds, mututis mutandis) or (ii) assign its rights under this Agreement to a not-for-profit corporation or to an Affiliate of Purchaser. No assignment or transfer by Purchaser will release Purchaser of its obligations under this Agreement. As used herein, an "Affiliate" of an entity shall mean an entity controlling, controlled by or under common control with such entity, with "control" meaning ownership of fifty percent (50%) or more of beneficial interests.

17.2. Governing Law; Parties in Interest. This Agreement shall be governed by the law of the State of New York without giving effect to its conflicts of law principles and shall bind and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, successors, and permitted assigns.

17.3. Recording. Neither this Agreement nor any notice or memorandum of this Agreement shall be recorded in any public record. A violation of this prohibition shall constitute a material breach of this Agreement.

17.4. Ampersands. For the avoidance of doubt, the use of an ampersand or the word "and" in the name of any Seller, in either this agreement or the March 14 Agreement, shall be deemed interchangeable for all purposes.

17.5. Headings. The headings preceding the text of the sections and subsections hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

17.6. Counterparts; Signatures. This Agreement, and any amendments hereto, may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and signatures delivered electronically (e.g., via pdf file) shall be deemed to be the equivalent of original signatures for purposes of this Agreement and any amendments hereto.

17.7. Exhibits. All Exhibits which are referred to in this Agreement and which are attached to this Agreement are expressly made and constitute a part of this Agreement.

17.8. Merger. Except as otherwise specifically provided in this Agreement, the acceptance of the Deed by the recordation thereof shall be deemed to be a full and complete performance and discharge of every agreement and obligation of Receiver contained in this Agreement.

17.9. Entire Agreement; Amendments. This Agreement and the Exhibits to this Agreement set forth all of the covenants, representations, warranties, agreements, conditions and undertakings between the parties to this Agreement with respect to the subject matter of this Agreement, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written. This Agreement may not be changed

orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought. Purchaser acknowledges that any changes to this Agreement are subject to Surrogate's Court approval.

17.10. Jury Trial Waiver. Each party hereby waives trial by jury in any action, proceeding, claim or counterclaim brought by either party in connection with any matter arising out of or in any way connected with this Agreement and the relationship of Purchaser and Receiver under this Agreement. Each party hereby consents to any service of process in any such action, proceeding, claim or counterclaim at the address set forth for such party in this Agreement; provided, however, that nothing in this Agreement shall be construed as requiring such service at such address. This jury trial waiver provision shall survive the Closing or the termination of this Agreement.

17.11. Exclusive Jurisdiction. Any claim, counterclaim or other action arising under this Agreement shall be brought only in state or federal courts sitting in the State of New York. Venue for any claim or other action arising under this Agreement shall be in Monroe County, New York State. This provision shall survive the Closing or the termination of this Agreement.

17.12. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Receiver and Purchaser parties to this Agreement (and their respective successors and permitted assigns), and no other person or entity shall be deemed to be a third-party beneficiary of this Agreement.

17.13. Business Day. For purposes of this Agreement, "**business day**" means any day on which business is generally transacted by banks in the State of New York. Notwithstanding any provision of this Agreement, if a date or the expiration date of any period that is set out in this Agreement falls upon a day that is not a business day, then, in such event, the date or expiration date of such period shall be automatically extended to the next business day.

17.14. Computing Time. For purposes of computing any period of time specified or relevant to performance hereunder, the day or date from which such time period is measured will be excluded and all other days, including holidays, will be counted.

17.15. Equal Participation. Both parties to this Agreement have participated fully and equally in the negotiation and preparation thereof. Accordingly, this Agreement will not be strictly construed against either party hereto.


17.16. Severability. If any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

[Signature Page Follows]


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

SELLER:


ANTHONY J. COSTELLO & SON (MARIA)
DEVELOPMENT, LLC

By:  _____
Name : William C. Colucci
Title: Receiver


ANTHONY J. COSTELLO AND SON (JANINE)
DEVELOPMENT, LLC

By:  _____
Name: William C. Colucci
Title: Receiver


GENESEE VALLEY ASSOCIATES (BLDG. C) LLC

By:  _____
Name: William C. Colucci
Title: Receiver

ANTHONY J. COSTELLO AND SON (ANDREA)
DEVELOPMENT, LLC

By:  _____
Name: William C. Colucci
Title: Receiver

ANTHONY J. COSTELLO AND SON (TYLER)
DEVELOPMENT, LLC

By:  _____
Name: William C. Colucci
Title: Receiver

ANTHONY J. COSTELLO & SON
DEVELOPMENT, L.L.C.

By: 
Name: William C. Colucci
Title: Receiver

ANTHONY J. COSTELLO & SON (ALICIA)
DEVELOPMENT, LLC

By: 
Name: William C. Colucci
Title: Receiver

ANTHONY J. COSTELLO & SON (LYNETTE)
DEVELOPMENT, L.L.C.

By: 
Name: William C. Colucci
Title: Receiver

[Signature Page to Purchase and Sale Agreement; Signatures continue on the following page]

PURCHASER:

**BLUE SKY CLINTON CROSSINGS LLC,
a Delaware limited liability company**

By: Joel Papp
Name: Joel Papp
Title: Authorized Signatory

[Signature Page to Purchase and Sale Agreement]

EXHIBIT A

Legal Description

PARCELA

ALL THAT TRACT OR PARCEL OF LAND, containing 2.72 acres, more or less, situate in Town Lot 47, Township 13, Range 7, in the Town of Brighton, County of Monroe, State of New York, as shown on a map entitled "C.W. Associates Resubdivision Map", prepared by Sear-Brown Associates, P.C. dated October 20, 1983, having Drawing No. 2645B-02, which map was filed in the Monroe County Clerk's Office on July 27, 1984, in Liber 228 of Maps, page 6, being more particularly bounded and described as follows:

Commencing at the centerline intersection of Westfall Road and Clinton Avenue South; thence

- A. N 87° 26' 00" E, along the centerline of Westfall Road, a distance of 658.96 feet to point; thence
- B. S 06° 34' 19" W, a distance of 33.42 feet to a point on the southerly right-of-way line of Westfall Road; thence
- C. S 87° 26' 00" W, along the southerly right-of-way line of Westfall Road, a distance of 163.30 feet to a point; thence
- D. S 02° 37' 25" E, a distance of 28.00 feet to a point; thence
- E. S 87° 26' 00" W, along said southerly right-of-way line of Westfall Road, a distance of 139.23 feet to a point, said point being the point or place of beginning of the parcel herein intended to be described and conveyed; thence
 1. S 01° 56' 00" W, a distance of 164.06 feet to a point; thence
 2. S 55° 00' 00" E, a distance of 100.51 feet to a point; thence
 3. S 35° 00' 00" W, a distance of 276.05 feet to a point; thence
 4. N 55° 00' 00" W, a distance of 100.27 feet to a point; thence
 5. N 06° 55' 48" E, a distance of 50.32 feet to a point; thence
 6. N 83° 04' 12" W, a distance of 178 feet to a point, said point being the easterly right-of-way line of Clinton Avenue South; thence
 7. N 06° 55' 48" E, along the easterly right-of-Way line of Clinton Avenue South, a distance of 260.00 feet to a point; thence

8. N 51° 10' 42" E, a distance of 79.61 feet to a point, said point being on the southerly right-of-way line of Westfall Road; thence

9. N 87° 26' 00" E, along said right-of-way line of Westfall Road, a distance of 241.15 feet to the point or place of beginning.

Together with such rights and interests which may accrue under and by virtue of the agreements concerning Rights-of-Way, Easements for Parking, Common Areas, Maintenance and Elevated Pedestrian Walkway, recorded in the Monroe County Clerk's Office in Liber 6562 of Deeds, page 224 and Liber 6562 of Deeds, page 238 and the Easement for Drainage and Storm Sewer Purposes recorded at Liber 7419 of Deeds, page 4.

PARCEL B

ALL THAT TRACT OR PARCEL OF LAND, situate in part of Town Lot 47, Township 13, Range 7, Division 2, Phelps and Gorham Purchase, Town of Brighton, County of Monroe, State of New York, all as shown on a map entitled "Clinton Crossings Buildings A, B, C & I, Redevelopment, Re-Subdivision of Parcel 2 of the C.W. Associates Subdivision and Lot R-3 of the Clinton Crossings Re-Subdivision and other lands" prepared by Costich Engineering, P.C., having drawing number 1040.03-3, dated 5/2/2006, last revised 10/30/2006 and filed in the Monroe County Clerk's Office in Liber 329 of Maps, Page 74 and being more particularly bounded and described as follows:

Beginning at the intersection of the southerly bounds of Westfall Road- County Road 239 (R.O.W. varies) and the easterly bounds of Clinton Avenue South- County Road 100 South (R.O.W. varies); thence S 06° 55' 48" W, along said easterly bounds of Clinton Avenue South - County Road 100, a distance of 260.00 feet to the point and place of beginning; thence

1. South 83° 04' 12" East a distance of 178.00 feet to a point; thence
2. South 06° 55' 48" West a distance of 50.32 feet to a point; thence
3. South 55° 00' 00" East a distance of 100.27 feet to a point; thence
4. North 35° 00' 00" East a distance of 133.55 feet to a point; thence
5. South 55° 00' 00" East a distance of 296.10 feet to a point; thence
6. South 06° 34' 19" West a distance of 99.39 feet to a point; thence
7. North 83° 25' 41" West a distance of 239.58 feet to a point; thence
8. South 87° 26' 00" West a distance of 110.38 feet to a point; thence
9. North 83° 25' 41" West for a distance of 240.21 feet to a point on the easterly bounds of Clinton Avenue South; thence
10. North 04° 42' 04" East along the easterly bounds of Clinton Avenue South a distance of 65.74 feet to a point; thence

11. North 06° 55' 48" East along the easterly bounds of Clinton Avenue South a distance of 173.89 feet to the point and place of beginning.

Together with such rights and interests which may accrue under and by virtue of the agreements concerning Rights-of-Way, Easements for Parking, Common Area's, Maintenance and Elevated Pedestrian Walkway, recorded in tile Monroe County Clerk's Office in Liber 6562 of Deeds, page 224 and Liber 6562 of Deeds, page 238, and together with the benefits of a certain Declaration of Easement made by Genesee Valley Medical Center, L.P. dated May 18, 1989, and recorded in the Monroe County Clerk's Office on May 18, 1989 in Liber 7635 of Deeds, page 186, as amended by Amended and Restated Declaration of Easement dated August 30, 1989 and recorded in the Monroe County Clerk's Office in Liber 7765 of Deeds, page 89.

PARCEL C

ALL THAT TRACT OR PARCEL OF LAND, containing 2.68 acres, more or less, situate in Town Lot 47, Township 13, Range 7, in the Town of Brighton, County of Monroe, State of New York, as shown on a map entitled "C.W. Associates Resubdivision Map", prepared by Sear-Brown Associates, P.C. dated October 26, 1983, having Drawing No. 264513-02 which map was filed in the Monroe County Clerk's Office on July 27, 1984, in Liber 228 of Maps, page 6, being more particularly bounded and described as follows:

Commencing at the centerline intersection of Westfall Road and Clinton Avenue South; thence

- A. North 87° 26' 00" East along the centerline of Westfall Road, a distance of 658.96 feet to the point; thence
- B. South 06° 34' 19" West, a distance of 33.42 feet to a point on the southerly right of way line of Westfall Road, said point being the point and place of beginning; thence
 1. South 06° 34' 19" West a distance of 553.34 feet to a point; thence
 2. North 55° 00' 00" West a distance of 296.10 feet to a point; thence
 3. North 35° 00' 00" East a distance of 142.50 feet to a point; thence
 4. North 55° 00' 00" West a distance of 100.51 feet to a point; thence
 5. North 01° 56' 00" East a distance of 164.06 feet to a point on the southerly right of way line of Westfall Road; thence
 6. North 87° 26' 00" East along the right of way line of Westfall Road, a distance of 139.23 feet to a point; thence
 7. North 02° 3' 25" West along the right of way line of Westfall Road, a distance of 28.00 feet to a point; thence
 8. North 87° 26' 00" East along the right of way line of Westfall Road, a distance of 163.30 feet to the point and place of beginning.

Together with all rights and responsibilities with respect to motor vehicle and pedestrian rights- of-way, parking easements and maintenance of "common areas' as set forth in an agreement for Permanent Parking Easements, Rights-of-Way and Use of Common Areas dated July 16, 1984 and recorded in the Monroe County Clerk's Office on July 27, 1984 in Liber 6562 of Deeds, page 224; said Right-of-Way, Parking Easement and "Common Areas" are as set forth on a map entitled "C- W Associates Concept Plan11 prepared by Sear-Brown Associates, P.C., having drawing number 2645-01 as approved and on record in the Town of Brighton.

PARCEL D

ALL THAT TRACT OR PARCEL OF LAND, situate in part of Town Lot 47, Township 13, Range 7, Division 2, Phelps and Gorham Purchase, Town of Brighton, County of Monroe and State of New York, all as shown on a map entitled "Clinton Crossings Building D Instrument Location Map", prepared by Costich Engineering, P.C., dated April 11, 2001, having Drawing No. 1 489D.01, last revised May 3, 2001, being more particularly bounded and described as follows:

COMMENCING at the centerline intersection of Clinton Avenue South and Westfall Road;

Thence

(A) North $87^{\circ} 26' 00''$ East, along the aforesaid centerline of Westfall Road, a distance of 658.96 feet to a point; thence

(B) South $06^{\circ} 34' 19''$ West, a distance of 33.42 feet to the point and place of beginning; thence

(1) North $87^{\circ} 26' 00''$ East, along the southerly bounds of said Westfall Road, a distance of 648.35 feet to a point; thence

(2) Southeasterly along the westerly bounds of Lac De Ville Boulevard on a curve to the right, having a delta angle of $90^{\circ} 00' 00''$, a radius of 35.00 feet, an arc length of 54.98 feet, said curve also having a chord of South $4^{\circ} 7' 34''$ East, 49.50 feet to a point; thence

(3) South $02^{\circ} 34' 00''$ East, along said westerly bounds of Lac De Ville Boulevard, a distance of 32.00 feet to a point; thence

(4) Southerly, along said westerly bounds of Lac De Ville Boulevard on a curve to the right, having a delta angle of $09^{\circ} 08' 19''$, a radius of 120.00 feet, an arc distance of 19.14 feet, said curve also having a chord of South $02^{\circ} 00' 09''$ West, 19.12 feet to a point; thence

(5) South $06^{\circ} 34' 19''$ West, along said westerly bounds of Lac De Ville Boulevard, a distance of 310.00 feet to a point; thence

(6) Southwesterly, along said westerly bounds of Lac De Ville Boulevard on a curve to the right, having a delta angle of $49^{\circ} 03' 35''$, a radius of 270.00 feet, an arc distance of 231.19 feet, said curve also having a chord of South $31^{\circ} 06' 07''$ West, 224.19 feet to a point; thence

(7) Southwesterly, along said westerly bounds of Lac De Ville Boulevard on a reverse curve to the left, having a delta angle of $36^{\circ} 47' 35''$, a radius of 330.00 feet, an arc distance of 211.91 feet, said curve also having a chord of South $37^{\circ} 14' 07''$ West, 208.29 feet to a point; thence

(8) North 83° 25' 41" West, a distance of 487.53 feet to a point; thence

(9) North 06° 34' 19" East, a distance of 669.80 feet to the point and place of beginning. Together with a 60 foot right-of-way for ingress and egress to and from Westfall Road as set forth on the above map made by Charles J. Costich.

Together with the benefits and burdens of a grading and landscaping easement from Genesee Valley Associates recorded In Monroe County Clerk's Office in Liber 9395 of Deeds at page 404.

Together with the benefits and burdens of drainage easement recorded in the Monroe County Clerk's Office in Liber 9395 of Deeds at page 408.

Together with the benefits and burdens of a Reciprocal Easement Agreement for Ingress/Egress, Cross-Access and Parking granted to Genesee Valley Associates (Bldg. C), LLC, dated October 9, 2006, recorded November 9, 2006 in the Monroe County Clerk's Office in Liber 10381 of Deeds, page 373.

PARCEL E

ALL THAT TRACT OF PARCEL OF LAND, situate in the Town of Brighton, County of Monroe and State of New York, known as Subdivision of Lands of Frank V. DeLaus, being part of Town Lots 39 & 47, Township 13, Range 7, as known on subdivision map filed in the Monroe County of Clerk's Office in liber 295 of Maps at page 24.

PARCEL F

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Brighton, County of Monroe and State of New York, being part of Town Lot No. 47 in Township 13, Range 7 and more particularly bounded and described as Lot No. 1 of the Clinton Crossings Subdivision as shown on a Subdivision Map prepared by Costich Engineering, dated May 23, 1995, bearing Drawing No. 1040-3, and recorded in the Monroe County Clerk's Office in Liber 289 of Maps at page 54.

Together with the benefits and subject to subject to the burdens of the Declaration of (Parking and Access) Easement made by Anthony J. Costello & Son Development, LLC, dated March 19, 1996 and recorded July 9, 1996 in the Monroe County Clerk's Office in Book/Liber 8795 of Deeds at page 337.

PARCEL G

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Brighton, County of Monroe and State of New York, being Lot 2 of the Clinton Crossing Subdivision, filed in the Monroe County Clerk's Office at Liber 289 of Maps, page 54, and more particularly described as follows:

1. Northerly along said easterly right-of-way line of Clinton Avenue South bearing N 4° 28' 06" E, a distance of 331.79 feet to a point on the southerly right-of-way line of Senator Keating Boulevard; thence
2. Easterly along said southerly right-of-way line of Senator Keating Boulevard, bearing S 83° 25' 41" E, a distance of 408.12 feet to a point; thence
3. Southerly along a line bearing S 6° 35' 49" W, a distance of 179.44 feet to a point; thence
4. Westerly along a line bearing N 83° 24' 11" W, a distance of 94.27 feet to a point; thence
5. Southerly along a line bearing S 6° 35' 49" W, a distance of 203.32 feet to a point on the northerly right-of-way line of New York State Route 590; thence
6. Westerly along said northerly right-of-way line of New York State Route 590, bearing N 73° 47' 59" W, a distance of 305.81 feet to the point of beginning.

Together with the benefits of a Declaration of Easement creating a drainage easement for the benefit of the insured premises, on adjacent premises known as Lot 1 of the Clinton Crossings Subdivision, pursuant to a Declaration of Easement between Anthony J. Costello & Son Development, LLC and Anthony J. Costello & Son Development, LLC dated March 19, 1996 and recorded in the Monroe County Clerk's Office on July 9, 1996 at Liber 8759 of Deeds, page 320, and the burden of a Declaration of Easement creating a parking easement and an access easement on the insured premises for the benefit of adjacent premises known as Lot 1 of the Clinton Crossings Subdivision, pursuant to a Declaration of Easement between Anthony J. Costello & Son Development, LLC and Anthony J. Costello & Son Development, LLC dated March 13, 1996 and recorded in the Monroe County Clerk's Office on July 9, 1996 at Liber 8759 of Deeds, page 337.

PARCEL H

ALL THAT TRACT OF PARCEL OF LAND, situate in the Town of Brighton, County of Monroe and State of New York, being part of Town Lot No. 47, Township 13, Range 7, and comprising Lot AR-3 in the Re-Subdivision of Parcel 2 of C.W. Associates Subdivision and Lot R-3 of the Clinton Crossing Re-Subdivision, with said Lot AR-3 being as shown and set forth on the map thereof as filed in the Monroe County Clerk's Office.

EXHIBIT A-1

Allocation of Purchase Price

<u>Parcel</u>	<u>Allocation</u>
Parcel A	\$4,650,000.00
Parcel B	\$2,850,000.00
Parcel C	\$6,200,000.00
Parcel D	\$22,175,000.00
Parcel E	\$12,200,000.00
Parcel F	\$4,250,000.00
Parcel G	\$6,525,000.00
Parcel H	<u>\$12,150,000.00</u>
TOTAL	\$71,000,000.00

ESCROW AGREEMENT

WILLIAM C. COLUCCI, RECEIVER ("**Receiver**"), BLUE SKY CLINTON CROSSINGS LLC, a Delaware limited liability company ("**Purchaser**"), and CHICAGO TITLE INSURANCE COMPANY ("**Escrow Agent**"), hereby enter into this ESCROW AGREEMENT (this "**Agreement**") as of March __, 2022. Reference is made to that certain Purchase and Sale Agreement dated as of March __, 2022 (the "**Purchase Agreement**") between Receiver and Purchaser. The defined terms used in this Agreement but not defined in this Agreement shall have the meanings set forth in the Purchase Agreement.

1. Purchaser and Receiver have agreed to select Escrow Agent to serve as escrow agent with respect to the Deposit to be made by Purchaser pursuant to the Purchase Agreement. The purpose of this Agreement is to prescribe instructions governing the services of Escrow Agent with respect to the Deposit and the Closing.
2. Receiver and Purchaser hereby engage Escrow Agent to serve as escrow agent with respect to the Deposit made by Purchaser pursuant to the terms of the Purchase Agreement. A copy of the Purchase Agreement has been delivered to Escrow Agent. Escrow Agent hereby accepts such engagement.
3. Upon receipt of the Deposit, Escrow Agent agrees to place the Deposit into an interest-bearing escrow account and to notify Purchaser and Receiver of the location and number of such interest-bearing account or otherwise invest the Deposit in a manner approved by the parties. Interest shall be maintained in the escrow account as a part of the Deposit and credited to Purchaser for tax purposes. Purchaser's Federal Taxpayer Identification Number is 87-3682688.
4. Escrow Agent shall disburse the Deposit and any interest earned on the Deposit in accordance with the terms and conditions of the Purchase Agreement.
5. If there is a dispute regarding the disbursement or disposition of the Deposit or the interest earned on the Deposit, or if Escrow Agent shall receive conflicting written demands or instructions with respect to the Deposit, then Escrow Agent shall withhold such disbursement or disposition until notified by Purchaser and Receiver that such dispute is resolved or Escrow Agent may file a suit of interpleader, and the cost and expense of filing such interpleader action shall be divided equally between Receiver and Purchaser.
6. Escrow Agent shall not be liable for any damage, liability or loss arising out of or in connection with the services rendered by Escrow Agent pursuant to this Agreement unless the same results from the negligence, gross negligence, or willful misconduct of Escrow Agent.
7. Copies of all notices given by any party under this Agreement shall be delivered in accordance with the provisions of Article 15 of the Purchase Agreement to all other parties to this Agreement, to the following addresses:

If to Receiver:

William C. Colucci
5785 Widewaters Parkway
East Syracuse, New York 13057
Phone: (315) 445- 1030
Email: wcolucci@pyramidbrokerage.com

with a copy to:

James H. Messenger, Jr., Esq.
440 South Warren Street, Suite 703
Syracuse, New York 13202

Phone: (315) 471-3030
Email: jim@messengerlaw.net

If to Purchaser:

Blue Sky Clinton Crossings LLC
c/o Blue Sky Real Estate Development
130 East 59th Street, 14th Floor
New York, NY 10022
Attn: Joel Papo
Phone: 646-849-7801
Email: jpapo@bskyre.com

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison
LLP
1285 Avenue of the Americas
New York, NY 10019
Attn: Barry Langman, Esq.
Phone: 212-373-3370
Email: blangman@paulweiss.com

If to Escrow Agent:

Chicago Title Insurance Company
711 Third Avenue, Suite 500
New York, NY 10017
Attn: Elliott Hurwitz, Esq.
Phone: 212-880-1205
Email: elliott.hurwitz@ctt.com

Notice given by counsel to a party to this Agreement shall be considered notice given by such party. Any party to this Agreement, its counsel or the Escrow Agent may designate a different address for itself by notice given in the manner set forth above. All such notices, demands, requests or other communications shall be deemed to have been given for all purposes of this Agreement upon the date of receipt or refusal, except that whenever under this Agreement a notice is either received on a day which is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day.

8. The instructions contained in this Agreement may not be modified, amended or altered in any way except by a writing (which may be in counterpart copies) signed by Seller, Purchaser and Escrow Agent.
9. Purchaser and Receiver reserve the right, at any time and from time to time, to substitute a new escrow agent in place of Escrow Agent.
10. This Agreement is intended solely to supplement and implement the provisions of the Purchase Agreement and is not intended to modify, amend or vary any of the rights or obligations of Purchaser or Receiver under the Purchase Agreement.
11. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; provided, however, in no event shall this Agreement be effective unless and until signed by all parties to this Agreement. Facsimile signatures shall be deemed to be the equivalent of original signatures for purposes of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date first written above.

RECEIVER:



Name: William C. Colucci
Title: Receiver

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

PURCHASER:

BLUE SKY CLINTON CROSSINGS LLC,
a Delaware limited liability company

By: _____

Name:

Title:

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

ESCROW AGENT:

CHICAGO TITLE INSURANCE COMPANY

By: _____

Name:

Title:

EXHIBIT C

Leases

<u>Parcel</u>	<u>Tenants</u>
Parcel A	Elmwood Pediatric Group LLP Ocusight Eye Care Center
Parcel B	University of Rochester Veterans' Health Administration Westfall Associates
Parcel C	University of Rochester Rui Wang Westside Podiatry Group University of Rochester
Parcel D	University of Rochester
Parcel E	IDE Imaging Partners Inc Primary Care/Southview Int Med Unity Health University of Rochester Western NY Medical Practice
Parcel F	Fresenius Med Care University of Rochester
Parcel G	University of Rochester
Parcel H	University of Rochester

EXHIBIT D

Contracts

Vendor/Service	Effective Date	Termination Date	Property	Addendums
Janitorial				
Coverall Service Co.	9/2/2021	9/1/2024	Clinton Crossings (ABCE)	
Entry doors				
ASSA Abloy	11/1/2021	10/31/2022	CCMC (ABCDEFG)	
Fire Protection				
Simplex / Johnson Controls	7/1/2020	6/30/2025	CCMC (ABCDEFG)	
Stanley Security	6/30/2020		CCMC Bldg. G Only	
Uniforms/Textiles				
Cintas	5/3/2012	7/1/2019		month to month
Landscaping				
Carriage Enterprises	4/15/2019	10/31/2021	CCMC (ABCDEFG)	
Snow Removal				
Bedford Paving	11/1/2020	5/1/2022	CCMC (ABCDEFG)	
Generator				
Penn Power Systems	3/1/2021	2/28/2023	CCMC Bldg D	

Elevators				
ACE elevator inspections		No contract, but performed Bi-Annually		
Otis Elevator	10/1/2019	9/30/2024	Clinton Crossings (ABCDEGH)	
Trash Removal				
Casella Waste Management	12/1/2020	11/30/2023	Clinton Crossings (ABCEF)	

EXHIBIT E

Form of Tenant Estoppel Certificate

[NAME AND ADDRESS OF PURCHASER]

Re: Lease between _____, as Landlord ("Landlord"), and
_____, as Tenant ("Tenant"),
dated _____, _____, for the _____ space at
_____ (the "Property") as amended
by the following amendments [list; if none, say "None"]:

_____ (the "Lease")

Ladies and Gentlemen:

Tenant understands that [PURCHASER], as _____, or its successor and/or assign ("Purchaser") intends to purchase the above-referenced Property. Tenant currently leases premises within the Property pursuant to the Lease, and, in connection with the foregoing, Tenant does hereby certify to Purchaser; and any lender providing Purchaser with financing and their respective successors and assigns as follows:

(a) The Lease is in full force and effect; there are no amendments or modifications of any kind to the Lease except as referenced above; there are no other promises, agreements, understandings, or commitments between Landlord and Tenant relating to the premises leased under the Lease; and Tenant has not given Landlord any notice of termination thereunder;

(b) A security deposit in the amount of \$ _____ has been given by Tenant under the terms of, or with respect to, the Lease;

(c) No uncured default, event of default, or breach by Landlord exists under the Lease, except _____. Tenant has made no claim against Landlord alleging Landlord's default under the Lease, except _____;

(d) Tenant has accepted its leased premises in the Property; and any work of Landlord to be performed and/or any tenant improvement allowances to be paid by Landlord pursuant to the terms and provisions of the Lease have been completed and/or paid in full, and are satisfactory for Tenant's purposes;

(e) To Tenant's knowledge and belief, there are no rental, lease, or similar commissions payable with respect to the Lease, except as may be expressly set forth therein;

(f) Tenant is obligated to pay rent to Landlord at the rate set forth in the Lease. Tenant is current with respect to, and is paying the full rent and other charges stipulated in the Lease

(including, without limitation, common area maintenance charges) with no offsets, deductions, defenses or claims; and Tenant has not prepaid any rent or other amounts to Landlord other than rent and other charges due and payable in the calendar month of this certification;

(g) Tenant is not entitled to any concession or rebate of rent or other charges from time to time due and payable under the Lease, and there are no unpaid or unreimbursed construction allowances or other offsets due Tenant under the Lease;

(h) The monthly base rent under the Lease is \$ _____ and has been paid by Tenant through _____;

(i) Tenant acknowledges that the initial term of the Lease commenced on _____, _____, and shall expire on _____, _____, unless sooner terminated in accordance with the terms of the Lease. Tenant has no option to renew or extend the lease term, except as follows (if none, so state):
_____.

(j) Tenant has no option or right to purchase the property of which the demised premises are a part, or any part thereof.

Tenant acknowledges and agrees that Landlord, Purchaser and any lender(s) providing financing to purchase shall be entitled to rely on Tenant's certifications set forth herein. When used herein, the term "Purchaser" refers to Purchaser and to any successor-in-interest of Purchaser. This letter may be executed by pdf or facsimile signature, which shall constitute one original instrument.

IN WITNESS WHEREOF, Tenant has executed this instrument this _____ day of _____, 2022.

TENANT:

[NAME]

By: _____

Name:

Title:

EXHIBIT F

Form of Seller's Affidavit

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

William C. Colucci, being duly sworn, deposes and says:

1. I am the duly appointed Receiver and authorized signatory of insert LLC names to finalize , a [New York /Nevada] limited liability company, the owners of the premises described in Schedule A ("Property").
2. That, to the actual knowledge of the undersigned, there has been no work done upon the Property by any governmental or quasi-governmental entity, nor has any governmental or quasi-governmental entity made any demand for any such work that may result in charges by any governmental or quasi-governmental entity, whether or not such charges are liens against the Property.
3. That, to the actual knowledge of the undersigned, no fee for an inspection, reinspection, examination of service performed by any governmental or quasi-governmental entity has been levied, charged, created or incurred that may become a lien on the Property, and there are no other liens issued pursuant to any law, regulation or ordinance which may affect the Property.
4. Each current tenant of the Property is in possession as a tenant only. There are no options to purchase all or any part of the Property or rights of first refusal.
5. That I make this affidavit and indemnification to induce Chicago Title Insurance Company to insure title to the Property.
6. This affidavit is given by me solely in my representative capacity and not in my individual capacity and I shall have no liability with respect to any matter set forth or referred to in this affidavit or by the mere fact of my execution of this affidavit.

WILLIAM C. COLUCCI, RECEIVER

Name: William C. Colucci
Title: Receiver

Sworn to before me this
__ day of _____, 2022

Notary Public

Schedule A to Seller's Affidavit

[LEGAL DESCRIPTION]

EXHIBIT G

Form of Deed

THIS INDENTURE, made as of the _____ day of _____, 2022 between _____, a _____ having an address at _____ (“Grantor”) and _____, a _____ having an address at _____ (“Grantee”).

WITNESSETH:

That Grantor, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, does hereby grant and release unto Grantee, the heirs or successors and assigns of Grantee forever, all that plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Rochester, County of Monroe and State of New York, and known as _____ (the “Land”), as more particularly described on Exhibit A annexed hereto and made a part hereof.

BEING the same premises conveyed to Grantor by Deed dated as of _____, recorded on _____, in _____, made by _____;

TOGETHER WITH the building(s) now located or hereafter erected on the Land (the “Building”) and any and all other fixtures and improvements now located or hereafter erected on the Land (the Building and such other fixtures and improvements being hereinafter collectively referred to as the “Improvements”);

TOGETHER WITH all right, title and interest, if any, of Grantor in and to the land lying in the bed of any street, highway, road or avenue, opened or proposed, public or private, in front of or adjoining the Land, to the center line thereof, any rights of way, appendages, appurtenances, easements, sidewalks, alleys, gores or strips of land adjoining or appurtenant to the Land and used in conjunction therewith, any development rights appurtenant to the Land and any award or payment made or to be made in lieu of any of the foregoing or any portion thereof and any unpaid award for damage to the Land or any of the Improvements by reason of change of grade or closing of any street, road or avenue (the foregoing rights, together with the Land and the Improvements being hereinafter referred to, collectively, as the “Premises”);

TOGETHER WITH the appurtenances and all the estate and rights of Grantor in and to said Premises; and

SUBJECT TO such liens, agreements, covenants, easements, restrictions, consents and other matters as pertain to the Premises.

TO HAVE AND TO HOLD the Premises herein granted unto Grantee, the heirs or successors and assigns of Grantee, forever.

AND Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the

improvements at the Premises and will apply the same first to the payment of the cost of the improvements before using any part of the total of the same for any other purpose.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Grantor has duly executed this deed the day and year first above written.

GRANTOR:

ANTHONY J. COSTELLO & SON (MARIA)
DEVELOPMENT, LLC

By: _____
Name: William C. Colucci
Title: Receiver

ANTHONY J. COSTELLO AND SON (JANINE)
DEVELOPMENT, LLC

By: _____
Name: William C. Colucci
Title: Receiver

GENESEE VALLEY ASSOCIATES (BLDG. C)
LLC

By: _____
Name: William C. Colucci
Title: Receiver

ANTHONY J. COSTELLO AND SON (ANDREA)
DEVELOPMENT, LLC

By: _____
Name: William C. Colucci
Title: Receiver

ANTHONY J. COSTELLO AND SON (TYLER)
DEVELOPMENT, LLC

By: _____
Name: William C. Colucci
Title: Receiver

ANTHONY J. COSTELLO & SON
DEVELOPMENT, L.L.C.

By: _____

Name: William C. Colucci

Title: Receiver

ANTHONY J. COSTELLO & SON (ALICIA)
DEVELOPMENT, LLC

By: _____

Name: William C. Colucci

Title: Receiver

ANTHONY J. COSTELLO & SON (LYNETTE)
DEVELOPMENT, L.L.C.

By: _____

Name: William C. Colucci

Title: Receiver

ANTHONY J. COSTELLO AND SON
(CAMERON) DEVELOPMENT, LLC

By: _____

Name:

Title:

STATE OF

)

COUNTY OF

)

ss.:

)

On the ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared William C. Colucci, 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

EXHIBIT A (To PSA Exhibit G)

Legal Description

Bargain and Sale Deed
Without Covenants Against Grantor's Acts

[SELLER]

To

[PURCHASER]

SECTION:
BLOCK:
LOT:
COUNTY:

RECORD AND RETURN TO:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
ATTENTION: Barry Langman, Esq.

EXHIBIT H

Form of Blanket Conveyance, Bill of Sale and General Assignment

BLANKET CONVEYANCE, BILL OF SALE AND GENERAL ASSIGNMENT

WILLIAM C. COLUCCI, as Receiver for ANTHONY J. COSTELLO & SON (MARIA) DEVELOPMENT, LLC, a New York limited liability company, ANTHONY J. COSTELLO AND SON (JANINE) DEVELOPMENT, LLC, a New York limited liability company, GENESEE VALLEY ASSOCIATES (BLDG. C) LLC, a New York limited liability company, ANTHONY J. COSTELLO AND SON (ANDREA) DEVELOPMENT, LLC, a New York limited liability company, ANTHONY J. COSTELLO AND SON (TYLER) DEVELOPMENT, LLC, a Nevada limited liability company, ANTHONY J. COSTELLO & SON DEVELOPMENT, L.L.C., a New York limited liability company, ANTHONY J. COSTELLO & SON (ALICIA) DEVELOPMENT, LLC, a New York limited liability company, ANTHONY J. COSTELLO & SON (LYNETTE) DEVELOPMENT, L.L.C., a New York limited liability company, and ANTHONY J. COSTELLO AND SON (CAMERON) DEVELOPMENT, LLC, a New York limited liability company ("**Assignor**"), and BLUE SKY CLINTON CROSSINGS LLC, a Delaware limited liability company, ("**Assignee**"), hereby enter into this instrument (this "**Assignment**") as of _____, 2022.

WITNESSETH:

WHEREAS, by Deed of even date herewith, Assignor conveyed to Assignee the property (the "**Land**") described on Exhibit A attached hereto and made a part hereof for all purposes, together with the building and all improvements located thereon (collectively, the "**Building**" and together with the Land, the "**Property**"); and

WHEREAS, it is the desire of Assignor hereby to assign, transfer and convey to Assignee certain personal property and other rights of Assignor associated with the Property, as hereinafter set forth.

NOW, THEREFORE, in consideration of the receipt of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor:

1. Assignment. Assignor does hereby sell, transfer, assign and convey to Assignee and its successors and assigns, and Assignee does hereby assume and accept, all of Assignor's right, title, and interest, if any, in and to the following (collectively, the "**Assigned Property**"):

- (a) All fixtures and all other tangible personal property, if any, used solely in connection with the operation of the Improvements and located in the Improvements including, without limitation, artwork, boilers, pumps, tanks, electric panel switchboards, lighting equipment and wiring, heating, plumbing, ventilating and air conditioning apparatus and equipment, together with all assignable intangible property used solely in connection with the ownership, operation or maintenance of the Property, including, without limitation, licenses, permits, warranties, trade names, plans and

specifications, engineering plans and studies, floor plans and landscape plans (collectively, the "Personalty"); and

- (b) All maintenance, supply, and other service contracts relating to the Property (collectively, the "Service Contracts");

TO HAVE AND TO HOLD the Assigned Property unto Assignee and Assignee's successors, legal representatives and assigns, forever.

2. Assumption. Assignee hereby agrees to assume, fulfill, perform and discharge, the various liabilities, duties, covenants, obligations and agreements of the owner under or with respect to the Assigned Property arising from and after the date hereof.
3. Governing Law. This Assignment shall be governed by, and construed under, the laws of the State of New York (without reference to its principles of conflicts of laws).
4. Counterparts. This Assignment may be executed in multiple counterparts which shall together constitute a single document. Facsimile or pdf signatures shall be deemed to be the equivalent of original signatures for purposes of this Agreement.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

ANTHONY J. COSTELLO & SON (MARIA)
DEVELOPMENT, LLC

By: _____
Name: William C. Colucci
Title: Receiver

ANTHONY J. COSTELLO AND SON (JANINE)
DEVELOPMENT, LLC

By: _____
Name: William C. Colucci
Title: Receiver

GENESEE VALLEY ASSOCIATES (BLDG. C) LLC

By: _____
Name: William C. Colucci
Title: Receiver

ANTHONY J. COSTELLO AND SON (ANDREA)
DEVELOPMENT, LLC

By: _____
Name: William C. Colucci
Title: Receiver

ANTHONY J. COSTELLO AND SON (TYLER)
DEVELOPMENT, LLC

By: _____
Name: William C. Colucci
Title: Receiver

ANTHONY J. COSTELLO & SON
DEVELOPMENT, L.L.C.

By: _____

Name: William C. Colucci

Title: Receiver

ANTHONY J. COSTELLO & SON (ALICIA)
DEVELOPMENT, LLC

By: _____

Name: William C. Colucci

Title: Receiver

ANTHONY J. COSTELLO & SON (LYNETTE)
DEVELOPMENT, L.L.C.

By: _____

Name: William C. Colucci

Title: Receiver

ANTHONY J. COSTELLO AND SON (CAMERON)
DEVELOPMENT, LLC

By: _____

Name:

Title:

ASSIGNEE:

BLUE SKY CLINTON CROSSINGS LLC,
a Delaware limited liability company

By: _____

Name:

Title:

EXHIBIT A
(to Blanket Conveyance, Bill of Sale and General Assignment)

LEGAL DESCRIPTION OF LAND

EXHIBIT I

Form of Assignment and Assumption of Leases

ASSIGNMENT AND ASSUMPTION OF LANDLORD'S INTEREST IN LEASES

WILLIAM C. COLUCCI, AS RECEIVER FOR ANTHONY J. COSTELLO & SON (MARIA) DEVELOPMENT, LLC, a New York limited liability company, ANTHONY J. COSTELLO AND SON (JANINE) DEVELOPMENT, LLC, a New York limited liability company, GENESEE VALLEY ASSOCIATES (BLDG. C) LLC, a New York limited liability company, ANTHONY J. COSTELLO AND SON (ANDREA) DEVELOPMENT, LLC, a New York limited liability company, ANTHONY J. COSTELLO AND SON (TYLER) DEVELOPMENT, LLC, a Nevada limited liability company, ANTHONY J. COSTELLO & SON DEVELOPMENT, L.L.C., a New York limited liability company, ANTHONY J. COSTELLO & SON (ALICIA) DEVELOPMENT, LLC, a New York limited liability company, ANTHONY J. COSTELLO & SON (LYNETTE) DEVELOPMENT, L.L.C., a New York limited liability company, and ANTHONY J. COSTELLO AND SON (CAMERON) DEVELOPMENT, LLC, a New York limited liability company, ("**Assignor**"), and BLUE SKY CLINTON CROSSINGS LLC, a Delaware limited liability company ("**Assignee**"), hereby enter into this instrument (this "**Assignment**") as of _____, 2022.

RECITALS:

WHEREAS, by deed of even date herewith, Assignor conveyed to Assignee the property (the "**Property**") described on Exhibit A attached hereto and made a part hereof, together with all improvements located thereon; and

WHEREAS, in connection with the conveyance of the Property to Assignee, Assignor desires to transfer to Assignee all of Assignor's right, title and interest in, to and under all leases, rents and security deposits relating to the Property as described in this Assignment.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Assignor, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Assignor does hereby sell, transfer, assign and convey unto Assignee and Assignee does hereby assume and accept all of Assignor's right, title and interest in and to the leases described on Exhibit B attached hereto (the "**Leases**") and the guaranties associated with such Leases (the "**Guaranties**"), and security deposits (the "**Security Deposits**"), if any, described on Exhibit B attached hereto.
2. **Acceptance and Assumption.** Assignee hereby accepts the foregoing assignment of the Leases, Security Deposits, and Guaranties on the terms and conditions set forth in this Assignment and agrees to assume, fulfill, perform and discharge all the various liabilities, duties, covenants, obligations and agreements of the landlord under or with respect to the Leases, Security Deposits, and Guaranties.

3. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.
4. Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of New York without regard to conflict of law principles.
5. Counterparts. This Assignment may be executed in multiple counterparts which shall together constitute a single document. Facsimile or pdf signatures shall be deemed to be the equivalent of original signatures for purposes of this Agreement.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

ANTHONY J. COSTELLO & SON (MARIA)
DEVELOPMENT, LLC

By: _____
Name: William C. Colucci
Title: Receiver

ANTHONY J. COSTELLO AND SON (JANINE)
DEVELOPMENT, LLC

By: _____
Name: William C. Colucci
Title: Receiver

GENESEE VALLEY ASSOCIATES (BLDG. C) LLC

By: _____
Name: William C. Colucci
Title: Receiver

ANTHONY J. COSTELLO AND SON (ANDREA)
DEVELOPMENT, LLC

By: _____
Name: William C. Colucci
Title: Receiver

ANTHONY J. COSTELLO AND SON (TYLER)
DEVELOPMENT, LLC

By: _____
Name: William C. Colucci
Title: Receiver

ANTHONY J. COSTELLO & SON
DEVELOPMENT, L.L.C.

By: _____

Name: William C. Colucci

Title: Receiver

ANTHONY J. COSTELLO & SON (ALICIA)
DEVELOPMENT, LLC

By: _____

Name: William C. Colucci

Title: Receiver

ANTHONY J. COSTELLO & SON (LYNETTE)
DEVELOPMENT, L.L.C.

By: _____

Name: William C. Colucci

Title: Receiver

ANTHONY J. COSTELLO AND SON (CAMERON)
DEVELOPMENT, LLC

By: _____

Name:

Title:

ASSIGNEE:

BLUE SKY CLINTON CROSSINGS LLC,
a Delaware limited liability company

By: _____

Name:

Title:

EXHIBIT A
(to Assignment and Assumption of Landlord's Interest in Leases)
LEGAL DESCRIPTION

EXHIBIT B
(to Assignment and Assumption of Landlord's Interest in Leases)
LIST OF LEASES

EXHIBIT J

Form of Tenant Notice Letter

_____, 2022

[Tenant]
[Tenant Address]

Re: Clinton Crossings, Rochester, New York (the "Property")

Ladies and Gentlemen:

As of _____, 2022, William C. Colucci, duly appointed Receiver for {LIST APPLICABLE SELLER ENTITIES} ("**Former Owner**"), has transferred all of the interest in and to the Property to Blue Sky Clinton Crossings LLC, a Delaware limited liability company ("**New Owner**"). Consequently, New Owner is now the "landlord" or "lessor" ("**Landlord**") under your lease with respect to the Property. New Owner has assumed all obligations of the Landlord under your lease as of _____, 20__, [and has selected _____ ("**Manager**") to manage the Property].

Future rental payments with respect to your leased premises in the Property should be made payable to "_____" and should be mailed to _____ Attention:
_____.

[INSERT IF THERE IS A SECURITY DEPOSIT BEING TRANSFERRED: Please be advised that the security deposit under your lease in the amount of \$ _____ and the accrued interest thereon, if any, in the amount of \$ _____, and prepaid rent, if any, in the amount of \$ _____, have been transferred to New Owner, who acknowledges receipt of the same.]

By this letter, and in accordance with the terms of your Lease, Former Owner and New Owner are hereby notifying you, as of the date of this letter, that all notices and any other correspondence of any kind should be sent to the following addresses:

Please provide New Owner, within ten (10) business days, a copy of your Certificate of Insurance showing all coverage presently in effect. The certificate must be revised to reflect that New Owner [and Manager] are named as additional insureds under your policy. The additional insured designation should appear in the block on the certificate for "Description of Operations/Location/Vehicles/Restrictions Special Items." The address shown on the certificate should be the address set forth above for receipt of notices. In addition, the certificate should provide that the insurance company will provide thirty (30) days' written notice of any cancellation, termination, or modification of such coverage directly to New Owner as an additional insured. If you have questions regarding this change to your insurance policy, please send a copy of these paragraphs to your insurance agent or call [New Owner or Manager].]

Sincerely yours,

FORMER OWNER:

ANTHONY J. COSTELLO & SON (MARIA)
DEVELOPMENT, LLC

By: _____
Name: William C. Colucci
Title: Receiver

ANTHONY J. COSTELLO AND SON (JANINE)
DEVELOPMENT, LLC

By: _____
Name: William C. Colucci
Title: Receiver

GENESEE VALLEY ASSOCIATES (BLDG. C) LLC

By: _____
Name: William C. Colucci
Title: Receiver

ANTHONY J. COSTELLO AND SON (ANDREA)
DEVELOPMENT, LLC

By: _____
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ANTHONY J. COSTELLO AND SON (TYLER)
DEVELOPMENT, LLC

By: _____
Name: William C. Colucci
Title: Receiver

ANTHONY J. COSTELLO & SON DEVELOPMENT,
L.L.C.

By: _____
Name: William C. Colucci
Title: Receiver

ANTHONY J. COSTELLO & SON (ALICIA)
DEVELOPMENT, LLC

By: _____
Name: William C. Colucci
Title: Receiver

ANTHONY J. COSTELLO & SON (LYNETTE)
DEVELOPMENT, L.L.C.

By: _____
Name: William C. Colucci
Title: Receiver

ANTHONY J. COSTELLO AND SON (CAMERON)
DEVELOPMENT, LLC

By: _____
Name:
Title:

NEW OWNER:

BLUE SKY CLINTON CROSSINGS LLC,
a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT K

Form of FIRPTA Certificate

FORM OF FIRPTA CERTIFICATE

Section 1445 of the Internal Revenue Code of 1986, as amended (the "**Code**"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person or entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, a _____ (the "**Seller**"), the undersigned hereby certifies the following on behalf of the Seller:

1. The Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
2. The Seller's U.S. Employer identification number is [INSERT]; and
3. The Seller's office address is: [INSERT].
4. The undersigned understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained in this Agreement could be punished by fine, imprisonment or both.

Under penalties of perjury, the undersigned declares that the undersigned has examined this certification and that, to the best of the undersigned's knowledge and belief, it is true, correct and complete, and the undersigned further declares that the undersigned has authority to sign this document.

[INSERT SIGNATURE]

By: _____

Name:

Title:

EXHIBIT L

Form of Tenant Estoppel

As of _____, 2022

Blue Sky Clinton Crossings LLC ("Buyer")
c/o Blue Sky Real Estate Development
130 East 59th Street, 14th Floor
New York, NY 10022

Re: Lease dated _____, 20__ between _____, as landlord ("Landlord"), and _____, as tenant ("Tenant"), for the _____ space at _____, Rochester, New York (the "Building") as amended by the following amendments [list; if none, say "None"]:

(the "Lease")

Ladies and Gentlemen:

Tenant understands that Buyer intends to purchase the Building. Tenant currently leases premises within the Building pursuant to the Lease, and, in connection with the foregoing, Tenant does hereby certify to Buyer, and to any lender providing Buyer with financing, and their respective successors and assigns, as follows:

(a) The Lease is in full force and effect; there are no amendments or modifications of any kind to the Lease except as referenced above; there are no other promises, agreements, understandings, or commitments between Landlord and Tenant relating to the premises leased under the Lease; and Tenant has not given Landlord any notice of termination thereunder;

(b) A security deposit in the amount of \$ _____ has been given by Tenant under the terms of, or with respect to, the Lease;

(c) No uncured default, event of default, or breach by Landlord exists under the Lease. Tenant has made no claim against Landlord alleging Landlord's default under the Lease;

(d) Tenant has accepted its leased premises in the Building; and any work of Landlord to be performed and/or any tenant improvement allowances to be paid by Landlord pursuant to the terms and provisions of the Lease have been completed and/or paid in full, and are satisfactory for Tenant's purposes;

(e) To Tenant's knowledge and belief, there are no rental, lease, or similar commissions payable with respect to the Lease, except as may be expressly set forth therein;

(f) Tenant is obligated to pay rent to Landlord at the rate set forth in the Lease. Tenant is current with respect to, and is paying the full rent and other charges stipulated in the Lease (including, without limitation, common area maintenance charges) with no offsets, deductions, defenses or claims; and Tenant has not prepaid any rent or other amounts to Landlord other than rent and other charges due and payable in the calendar month of this certification;

(g) Tenant is not entitled to any concession or rebate of rent or other charges from time to time due and payable under the Lease, and there are no unpaid or unreimbursed construction allowances or other offsets due Tenant under the Lease;

(h) The monthly base rent under the Lease is \$ _____ and has been paid by Tenant through _____, 20__;

(i) Tenant acknowledges that the initial term of the Lease commenced on _____, _____, and shall expire on _____, _____, unless sooner terminated in accordance with the terms of the Lease. Tenant has no option to renew or extend the lease term, except as follows (if none, so state): _____.

(j) Tenant has no option or right to purchase the property of which the demised premises are a part, or any part thereof, and no option or right to expand the demised premises, except as follows (if none, so state): _____.

Tenant acknowledges and agrees that Landlord, Buyer and any lender providing financing to Buyer shall be entitled to rely on Tenant's certifications set forth herein. When used herein, the term "Buyer" refers to Buyer and to any successor-in-interest of Buyer. This letter may be executed by pdf or facsimile signature, which shall constitute one original instrument.

IN WITNESS WHEREOF, Tenant has executed this instrument this ____ day of _____, 2022.

TENANT:

[NAME]

By: _____
Name:
Title:

EXHIBIT M

Order

EXHIBIT N

Personalty

None owned by Seller (other than building fixtures such as boilers, pumps, tanks and like items).