

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement"), made as of the 13th day of January, 2015 (the "Effective Date"), is by and between **COR ASPEN PARK BOULEVARD COMPANY II, LLC** a New York limited liability company with an address at 540 Towne Drive, Fayetteville, New York 13066 ("Seller"); and **FORT SCHUYLER MANAGEMENT CORPORATION**, a New York not-for-profit corporation with an office located at 257 Fuller Road, Albany, New York 12203 ("Purchaser").

RECITALS:

A. Seller owns real property at 24 Aspen Park Boulevard in the Town of Dewitt, County of Onondaga, State of New York (the "Property"), which Property is further described in Section 2 below and on Exhibit A attached hereto and made a part hereof.

B. Purchaser desires to purchase the Property from Seller.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereinafter expressed and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PURCHASE AND SALE.

Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, convey, transfer and assign to Purchaser, and Purchaser agrees to purchase from Seller, all of Seller's right, title and interest in and to the Property.

2. DESCRIPTION OF THE PROPERTY.

The Property consists of an approximately 7.6 acre parcel of land situated in in the Town of Dewitt, County of Onondaga, State of New York and includes all improvements, easements and licenses as of the Effective Date.

The legal description of the Property is set forth on Exhibit A, and the Property as defined herein also includes all rights, privileges, interests, easements, hereditaments and appurtenances thereunto in any way incident, appertaining or belonging, including, but not limited to: (a) all right, title and interest in and to adjacent streets, alleys, rights of way and any adjacent strips or gores of real estate; and (b) all right, title and interest in and to all oil, gas and other minerals in, on or that may be produced from the property, all mineral leases, royalty interests and bonuses relating thereto, and all agreements relating to the production, development, exploration or exploitation thereof.

3. PURCHASE PRICE; DEPOSIT.

3.1 Purchase Price. The purchase price for the Property is four million three hundred and forty thousand dollars (\$4,340,000) (the "Purchase Price").

3.2 Payment. Upon delivery of the Deed ("Closing"), Purchaser shall pay the Purchase Price, subject to Closing adjustments and credits, if any, ("Adjusted Balance") by delivery to Seller of a certified check, bank check, wire transfer or otherwise immediately available funds.

4. TITLE DOCUMENTS.

4.1 Within five (5) days following the execution of this Agreement, Seller shall provide Purchaser with (i) a current abstract of title, or title report and a survey showing encumbrances, rights-of-way, easements, etc. which affect the Property, along with copies of the foregoing documents (collectively "Title Information"); and (ii) Seller's most current Phase I Environmental Assessment prepared for the Property.

4.2 After receipt of the documents in 4.1 above, Purchaser shall order a continuation of the tax and title search which continuation shall cover the Property only, and shall be fully guaranteed by a title insurance corporation licensed under Article 64 of the New York State Insurance Law. Purchaser may (but shall not be obligated to) order a survey of the Property prepared in accordance with ALTA-9 requirements or at Purchaser's election, the NYSAPLS Code.

5. DUE DILIGENCE; INFORMATION; PROPERTY ACCESS PROTOCOL.

5.1 Due Diligence Period. The parties acknowledge that Purchaser may require access to the Property and to certain documents and background information for the purpose of conducting examinations, tests, studies, reviews, inspections, investigations and other due diligence activities with respect to the Property (sometimes hereinafter referred to as the "Investigation"). Seller shall cooperate with Purchaser in Purchaser inspections, investigations, and evaluations of the Property. For purposes of this Agreement, Seller's due diligence period for conducting its Investigation shall commence on the Effective Date of this Agreement and continue for a period of sixty (60) days (the "Due Diligence Period"). If Purchaser is not satisfied with the results of its Investigation for any reason in the Purchaser's sole discretion, Purchaser may terminate this Agreement by giving written notice to the Seller before the end of the Due Diligence Period. If Purchaser fails to give written notice to Seller before the end of the Due Diligence Period of Purchaser's desire to terminate the Agreement, Purchaser shall have waived the Investigation contingency.

5.2 Information. Seller shall provide to Purchaser, at Seller's cost, copies of all documents in Seller's possession pertinent to the Property, including, without limitation, the following (collectively, the "Inspection Documents"): (i) deed vesting title of the Property in Seller; (ii) all easements and other rights related to the Property; (iii) all information requested by Purchaser in connection with obtaining an owner's title insurance policy upon transfer of title to the Property to Purchaser; (iv) all surveys of the Property; (v) all environmental audits and appraisals of the Property; (vi) tax documents and business records relating to the Property; (vii) all licenses, certificates, permits, and declarations relating to the Property; and (ix) any other information relating to the Property as may be reasonably requested by Purchaser; provided however, Seller makes no representation that the documentation to be provided to Purchaser

pursuant to the preceding sentence is all of the documentation related to the Property.

5.3 Access to the Property.

(a) Right of Access. Seller hereby grants to Purchaser, during the Due Diligence Period, and subject to reasonable prior notice to Seller and Purchaser's compliance with the provisions of Section 5.3(b) herein, the right to enter onto the Property for the purpose of obtaining data and conducting non-invasive investigations and tests in relation to the Property. No investigation of the Property shall include any physically intrusive testing of, on or under the Property (including geotechnical testing, soil borings and other invasive testing that may be conducted as part of a Phase II environmental assessment) unless consented to in writing by Seller

(b) Investigation.

(i) Prior to entering the Property, the Purchaser will inform Seller in writing regarding: (A) the scope of the Investigation (including whether such Investigation proposes to include physically invasive testing); (B) the identities of all consultants, contractors and agents (hereinafter, "Representatives") whom Purchaser proposes to conduct or assist in conducting the Investigation; and (C) the date(s) on which access to the Property will be necessary to conduct such Investigation. Purchaser shall also provide to Seller a copy of the insurance certificates required pursuant to Section 5.3(c) of this Agreement, and an executed release/indemnity from each Representative in the form attached hereto as Exhibit B.

(ii) Upon receipt of the information and documentation required pursuant to Section 5.3(b)(i), Seller shall either: (i) authorize Purchaser to proceed with the Investigation, or (ii) in its sole but reasonable discretion, refuse to authorize Purchaser to conduct the proposed Investigation or request Purchaser to modify the scope of the proposed Investigation.

(iii) Purchaser shall conduct the Investigation in compliance with all applicable federal, state and local laws, rules and regulations. Seller shall have the right (but not the obligation) to have a representative observe any portion of the Investigation taking place on the Property. Upon the completion of the Investigation, or at any time upon prior notice from Seller, Purchaser shall, at its sole cost and expense, promptly restore the surface of the Property to its former condition immediately prior to such Investigation.

(iv) Purchaser shall promptly provide to Seller true and complete copies of the results of each Investigation, which shall not include any attorney/client privileged and confidential material.

(c) Insurance.

(i) Purchaser and any Representative entering upon the Property to conduct the Investigation shall secure compensation and disability insurance for the benefit of, and keep insured during the term of this Agreement, such employees as are necessary to be insured in compliance with the provisions of the Workers Compensation Law of the State of New York.

(ii) Purchaser shall, at its sole cost and expense, procure and maintain in full force and effect the following insurance coverages:

(A) Commercial General Liability Insurance providing both bodily injury (including death) and property damage coverage, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(B) Comprehensive Automobile Liability Insurance, providing both bodily injury (including death) and property damage coverage, with a combined single limit of not less than \$1,000,000.

(iii) Purchaser shall require each of its Representatives entering upon the Property to conduct the Investigation to procure and maintain in full force and effect, at their sole cost and expense, the following insurance coverages:

(A) Commercial General Liability Insurance, providing both bodily injury (including death) and property damage coverage, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(B) Comprehensive Automobile Liability Insurance, providing both bodily injury (including death) and property damage coverage, with a combined single limit of not less than \$1,000,000.

(iv) Purchaser shall furnish Seller with insurance certificates for the coverages described in Section 5.3(c)(i), (ii) and (iii) which shall in each instance show the name of the insurance carrier, policy number, effective date and expiration date and shall be signed by an authorized representative of the carrier, and Seller shall be named as additional insureds for the coverages described in Sections 5.3(c)(ii) and (iii). Each certificate shall also state that in the event of any material change in or cancellation of said policy, Seller will receive thirty (30) days' prior written notice of such change or cancellation. The policies shall be written by insurance carriers licensed to do business in the State of New York and each carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. The insurance required by Sections 5.3(c)(ii) and (iii) shall be primary and non-contributory.

(d) Indemnity/Release. To the fullest extent permitted by law, Purchaser shall defend, indemnify, release and hold harmless Seller, and each of its respective officers, directors, employees, agents and representatives (the "Indemnitees") from and against any and all damages, losses, claims, suits, actions, liabilities, obligations and costs (including without limitation reasonable attorney's fees) incurred or sustained by any Indemnatee solely arising out of or resulting from the granting of access contained in this Agreement and/or the

limited activities on the Property conducted by Purchaser and/or its Representatives pursuant to this Agreement, except for such damages, losses, claims, suits, actions, liabilities, obligations and costs (including without limitation reasonable attorney's fees) arising out of existing conditions on the Property and/or due to the gross negligence or willful act or omission of Seller, (including any of its predecessors), and each of its respective officers, directors, employees, agents and representatives. The obligations and covenants set forth in this Section 5.3(d) shall survive any expiration or termination of this Agreement.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Purchaser represents and warrants that:

(a) Purchaser is a not-for-profit corporation duly organized and validly existing under the laws of the State of New York, has the power and authority to own its property and assets, to carry on its business as now being conducted by it and to execute, deliver and perform this Agreement.

6.2 Seller represents and warrants that:

(a) Seller is a limited liability company duly organized and validly existing under the laws of the State of New York, has the power and authority to own its property and assets, to carry on its business as now being conducted by it and to execute, deliver and perform this Agreement.

(b) Seller's execution, delivery and performance of this Agreement and the consummation of the transactions herein contemplated have been duly authorized by all requisite action of the member(s) and/or manager(s) of Seller and will not violate any material provision of law, any order of any court or agency of government or the organizational documents of Seller.

(c) Seller is the sole owner of the Property and has the right and power to enter into this Agreement (without causing a breach under any other agreement) which is a valid and binding obligation of Seller.

(d) Seller has and will convey to Buyer on closing good, marketable and insurable title to the Property free and clear of any and all liens and Restrictions. Restrictions means those title restrictions that would interfere with Buyer's intended use of the Property. Seller shall use its best efforts to remove any Restrictions within thirty (30) days of notice from Buyer that such Restriction(s) is/are unacceptable.

(e) Seller will provide Buyer with notice of any pending or threatened litigation, condemnation or eminent domain proceeding, which may affect the Property or Seller's ability to perform under this Agreement.

(f) Seller will not permit or create any lien, lease or Restriction to be entered into during the term of this Agreement, nor further mortgage the Property.

(g) To the best of Seller's knowledge and belief no (i) underground

storage tanks, structures or facilities of any kind have ever been located on the Property, (ii) discharge, spillage, controlled loss, seepage, or filtration of chemicals, petroleum products, hazardous waste has ever occurred, or are there other similar materials located on the Property or properties adjacent thereto, or (iii) asbestos-containing materials, lead-based paint, or other contaminants that are located on the Property. "Environmental Contaminants" are defined in this Agreement to include (i), (ii) and (iii) as set forth above.

(h) Seller shall cooperate with Buyer and proceed as promptly as reasonably practical to assist Buyer in the satisfaction of the Investigations, if any, by providing information, participating in meetings with public/municipal officials, etc.

Seller shall provide Buyer and Buyer's title insurance company with an affidavit reaffirming the foregoing warranties, representations and covenants as of closing and shall indemnify and hold Buyer harmless from any causes of action, costs or expenses (including attorney's fees), incurred as a result of a breach of any of the foregoing warranties, representations and covenants. Seller's indemnity obligation shall survive Closing.

7. MATTERS OF TITLE.

7.1 Quality of Title. At Closing, Seller shall convey to Purchaser good and marketable title to the Property in fee simple absolute, free and clear of all liens and encumbrances, except as stated in this Agreement. Purchaser will accept the Property subject to: (i) restrictions of record, provided that they do not conflict with the current or intended use of the Property and have not been violated, unless their enforcement is barred by law; and (ii) easements and rights of way of record, including easements and rights of way for water lines, sanitary sewer lines, drainage, gas pipe lines, electrical lines and telephone lines.

7.2 Title Objections. Purchaser's attorney shall notify Seller's attorney of all defects, liens and encumbrances to Seller's title to the Property to which Purchaser objects and which Purchaser is not required to accept under this Agreement ("Title Defects"). Seller shall in good faith attempt to cure the Title Defects. Seller shall have the later of (i) ten (10) business days after Seller's attorney receives written notice of the Title Defects, or (ii) the Closing Date in which to cure the Title Defects. Purchaser shall accept the title to the Property once the Title Defects are cured.

7.3 Title Insurance. If Seller cannot cure the Title Defects but either Seller or Purchaser can obtain an owner's title insurance policy in favor of Purchaser providing affirmative insurance with respect to the uncured Title Defects ("Owner's Policy") at standard rates, then Purchaser shall accept the Owner's Policy. Seller shall in good faith comply with all reasonable requests of the title insurer to provide affirmative insurance with respect to the Title Defects, including, but not limited to, all requirements relating to Title Defects occurring or arising during Seller's ownership of the Property. The Purchaser shall pay for the cost of the title insurance policy issued at standard rates.

7.4 If Seller cannot cure all title defects within the time period provided in this Section 7 and if an Owner's Policy providing affirmative insurance with respect to the Title Defects cannot be obtained in accordance with this Section, then Purchaser may cancel this

Agreement or elect to accept title as Seller can convey. If Purchaser fails to elect to accept such title within three (3) business days after Purchaser receives a written demand made by Seller, Seller may cancel this Agreement.

8. CLOSING ADJUSTMENTS AND COSTS.

8.1 There shall be pro-rated and adjusted, as of 12:00 midnight prior to the Closing Date, rents, non-delinquent taxes and assessments appearing on current tax bills computed on a fiscal year basis, water and sewer charges and garbage user fees, if any.

8.2 Seller shall pay for the tax and title search to the Closing Date and for the survey, transfer tax, filing fee for the tax forms and recording fees for any documentation required to clear title. Purchaser shall pay the fee for recording the Deed, and the filing fee for the Real Property Transfer Report and any premium for the Owner's Policy in accordance with Section 7.3 of this Agreement, if applicable.

9. NO BROKERS.

Seller and Purchaser hereby mutually warrant and represent to each other that no party to this transaction has dealt with any broker or real estate agent in connection with the sale and purchase as set forth in this Agreement and each party hereby agrees to indemnify and hold the other party harmless as to any claim for a real estate commission with respect to the sale and purchase set forth under this Agreement. This representation and the obligations under this Section 9 shall survive the payment of the Purchase Price and the delivery of the Deed, or if the foregoing does not occur, the termination of this Agreement.

10. CLOSING; CONDITIONS PRECEDENT; DELIVERIES.

10.1 Closing Date. The Closing of the sale and purchase transaction contemplated under this Agreement, the delivery of all documents necessary to accomplish the same and the payment of all amounts due on account of the Purchase Price shall take place on or about seventy-five (75) days after the Effective Date (the "Closing Date"), or on such other date as the parties may hereafter agree in writing, subject to Purchaser's right to set an earlier Closing Date upon seven (7) days' written notice to Seller.

10.2 Conditions Precedent to Purchaser's Performance. Purchaser's obligations to close on its purchase of the Property in accordance with the terms and conditions of this Agreement shall be subject to the satisfaction or waiver thereof by the Purchaser of the following conditions precedent to Purchaser's satisfaction:

- (a) Approval of the Board of Directors of Purchaser; and
- (b) Seller's execution and delivery of the Deed conveying title to the Property.

10.3 Pre-Closing/Closing Deliveries. Within five (5) business days prior to Closing, Seller shall provide Purchaser's attorney with the following:

(a) Proof of payment of all Onondaga County taxes, Town of Dewitt taxes, sewer rents and water charges, if any, affecting the Property.

(b) Seller's Closing Statement with the customary adjustments as of 12:00 midnight the day prior to the Closing Date.

(c) At Closing, Seller shall deliver to Purchaser a duly executed and acknowledged bargain and sale Deed (the "Deed"), a completed and executed Form TP-584 Transfer Tax form, a completed and executed Form RP-5217 – Real Property Transfer Report and a FIRPTA Affidavit.

(d) At Closing, Purchaser shall pay the Adjusted Balance by certified check, bank check, wire transfer or other immediately available funds to Seller.

12. NOTICES.

All notices, demands or other communications required or permitted by this Agreement shall be in writing, shall be provided to the other party and shall be deemed to have been given at the earlier of the date when actually delivered to the other party or when deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, by hand delivery, by overnight courier service with signed receipt or by facsimile transmission (with written confirmation of receipt thereof), and addressed as follows, unless and until either party notifies the other party of a change of address:

If to Purchaser: Fort Schuyler Management Corporation
257 Fuller Road
Albany, New York 12203

Attn: Walter G. Barber, Chairman

If to Seller: COR Aspen Park Boulevard Company II, LLC
540 Towne Drive
Fayetteville, New York 13066

Attn: Steven F. Aiello, General Manager

13. MISCELLANEOUS PROVISIONS.

13.1 Governing Law; Venue. This Agreement shall be construed under and governed by the laws of the State of New York. The parties will comply with all applicable federal, state and local laws and regulations with respect to this Agreement. In case of any dispute concerning or arising out of this Agreement that cannot be resolved by the parties in good faith, such dispute shall be finally settled and venue shall be exclusively held in any appropriate state or federal court in the State of New York. Each party consents to exclusive jurisdiction and venue of such courts.

13.2 Counterparts. This Agreement may be executed in counterparts at different times and places, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signed copy of this Agreement made by photocopy, facsimile or Adobe PDF format shall be considered an original.

13.3 Headings and Captions. Headings and captions to the sections and subsections of this Agreement are inserted for convenience of reference only and are not intended to be part hereof or affect the meaning or interpretation of this Agreement.

13.4 Waiver. A waiver of any breach of any warranty, representation, covenant or other term or provision of this Agreement shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other warranty or representation, term or provision. No extension of time for performance of any obligation or act shall be deemed to be an extension of time for the performance of any other obligation or other acts. No waiver, extension or consent shall be affected unless evidenced by an instrument in writing duly executed by the party hereto which is sought to be charged with having granted the same.

13.5 Attorney's Fees. Should either Seller or Purchaser employ an attorney or attorneys to recover damages for the breach of this Agreement, the prevailing party shall be entitled to payment by the non-prevailing party of all reasonable costs, charges and expenses, including attorney's fees expended or incurred in connection therewith.

13.6 Remedies. All remedies available to either party hereunder shall be in addition to and not in limitation of any remedies otherwise imposed or available at law or in equity.

13.7 Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Neither Seller nor Purchaser may assign their respective rights or delegate their respective duties arising under this Agreement without the prior written consent of the other party.

13.8 Entire Agreement. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement. Neither this Agreement nor any provision hereof may be modified or amended except by an instrument signed by the party against whom enforcement of such modification or amendment is sought, and then only to the extent set forth in such instrument.

13.9 Ground Lease. Upon such date that the Property is transferred to the Buyer under this Agreement, the Ground Lease entered into by the parties date December __, 2014, shall be deemed automatically terminated, null and void, without any further action being required on the part of either Party.

13.10 Publicity. Press releases and any publicity or other communication or disclosure by any party to a non-party regarding this Agreement, the relationship between the Parties, must be approved by all parties in writing prior to any such press release, public

announcement or other disclosure, excluding any communication to another party to this Agreement or internal within any party.


13.11 Right of First Offer. If Purchaser desires to sell, or lease the Property to any third party at any time in the future (a "Transfer"), the Purchaser must first offer to sell, or lease the Property to the Seller, by giving Seller notice of the terms and conditions upon which Purchaser is willing to sell, or lease the Property (the "Purchaser's Offer"). The Purchaser's Offer shall include the purchase price, terms of payment and/or lease terms and such additional information as may be necessary for the Seller to obtain a full understanding of the terms of the proposed sale, or lease. Notwithstanding the preceding sentence, this Paragraph 13.11 shall not be construed as a prohibition against or limitation on Purchaser's right to make a collateral or actual assignment of the rents, grant a mortgage or assign its interest in the Property to a lender in connection with any financing arrangement it might enter into in connection with the Property. Seller will have fifteen (15) days after the date of receipt of Purchaser's Offer, within which to notify Purchaser that Seller accepts the Purchaser's Offer on the terms and conditions therein contained. If Seller accepts Purchaser's Offer, the closing of such sale, or lease to Seller will take place pursuant to the terms of Purchaser's Offer. If Seller does not accept Purchaser's Offer in writing within the aforementioned fifteen (15) day period, Purchaser may sell, or lease the Property to any third party at a purchase price, or upon lease terms, that are not less than that contained in the Purchaser's Offer and on substantially the same terms and conditions stated in Purchaser's Offer, within ninety (90) days after notice of Purchaser's Offer was given to Seller (or the time period originally set forth in Purchaser's Offer, if longer). At the end of such ninety (90) day period (or the time period originally set forth in Purchaser's Offer, if longer), the right of Purchaser to sell, or lease the Property free from the right of first offer hereby granted will terminate and the provisions of this Paragraph 13.11 will apply to any subsequent proposed sale, or lease by Purchaser. This right of first offer will expire contemporaneously with the sale, or lease of the Property, if Seller does not elect to accept the Purchaser's Offer and the Property is sold, or leased, provided that in the case of a lease of the Property, this right of first offer will continue as to any future sales, or leases. As used herein, the word "Transfer" will be deemed to only include any transaction whereby Purchaser desires to sell, or lease the entire building located on the Property, or a majority interest in the entity that may own the Property from time to time, but not to the Purchaser's lease in the ordinary course and from time to time, portions of the building.

[Signature Page Follows]

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

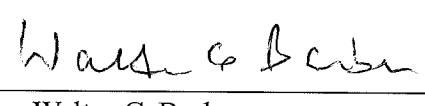
Seller:

**COR ASPEN PARK BOULEVARD
COMPANY II, LLC**

By: 
Name: Steven F. Aiello
Title: General Manager

Purchaser:

**FORT SCHUYLER MANAGEMENT
CORPORATION**

By: 
Name: Walter G. Barber
Title: Chairman

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

On the 13th day of January, in the year 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared Steven F. Aiello , 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 s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.



Notary Public

ERIN G. HYATT
Notary Public - State of New York
No. 01HY6295050
Qualified in Onondaga County
My Commission Expires December 23, 2017

STATE OF NEW YORK)
) SS.:
COUNTY OF Albany)

On the 15 day of January, in the year 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared Walter G. Barber, 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 s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.



Notary Public

DEBORAH FOX REICHLER
Notary Public, State of New York
Qualified in Albany County
No. 01RE5081039
Commission Expires June 30, 2015

EXHIBIT A
Legal Description

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dewitt, County of Onondaga and State of New York and being known as Lot No. 4 as shown on a map entitled "COR Collamer Crossings Subdivision Amended," prepared by CNY Land Surveying, dated and filed in Onondaga County Clerk's Office on May 14, 2010 as Map No. 11204.

EXHIBIT B

Form of Representative Indemnity/Release

RELEASE/INDEMNITY

In consideration for being granted access to the property located at 24 Aspen Park Boulevard (the "Property") [*COMPANY NAME*], the undersigned hereby releases, waives and discharges COR ASPEN PARK BOULEVARD COMPANY II, LLC (the "Owner"), and each of its respective officers, directors, employees, agents and representatives from any and all liabilities, damages, obligations, losses, claims, causes of action, costs, debts, dues, charges or expenses (including reasonable attorney's fees), of whatsoever kind and nature on account of, in connection with, or resulting from, any personal injury or damage to property of the undersigned which arises from or relates to the undersigned's activities in, on or around the Property.

The undersigned further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Owner and each of its respective officers, directors, employees, agents and representatives (the "Indemnitees") from and against any and all damages, losses, claims, suits, actions, liabilities, obligations and costs (including without limitation reasonable attorney's fees) (collectively, "Costs") incurred or sustained by any Indemnitee arising out of or relating to the entry by the undersigned and/or any of its employees, agents or representatives onto the Property and/or the investigation, testing, inspection and/or any other activity conducted by the undersigned in, on or at the Property, unless such Costs arise out of the willful misconduct or gross negligence of one or more Indemnitees.

IN WITNESS WHEREOF, the undersigned has executed this Release/Indemnity as of _____, 2015.

Name: _____

By: _____

Name: _____

Title: _____