

CLOSING ITEM NO.: A-6

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CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY

AND

CLINTON AVENUE APARTMENTS HOUSING DEVELOPMENT FUND CORPORATION AND  
CLINTON AVENUE APARTMENTS L.P.

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PAYMENT IN LIEU OF TAX AGREEMENT

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DATED AS OF JUNE 28, 2018

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RELATING TO THE PREMISES GENERALLY LOCATED ON  
CLINTON AVENUE AND TEN BROECK STREET IN THE CITY OF  
ALBANY, ALBANY COUNTY, NEW YORK.

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## PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT dated as of June 28, 2018 (the "Payment in Lieu of Tax Agreement") by and between CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 21 Lodge Street, Albany, New York (the "Agency"), and CLINTON AVENUE APARTMENTS HOUSING DEVELOPMENT FUND CORPORATION, a New York not-for-profit corporation and CLINTON AVENUE APARTMENTS L.P., a New York limited partnership (collectively, the "Company") both organized and existing under the laws of the State of New York having an office for the transaction of business located at 180 Clinton Square, Rochester, New York (the "Company");

### WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 325 of the Laws of 1974 of the State (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in October, 2017, the Company, presented an application (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project to include the following: (A) (1) the acquisition of an interest in approximately 72 parcels of land generally located on Clinton Avenue and Ten Broeck Street in the City of Albany, Albany County, New York (collectively, the "Land") together with approximately 70 rowhouses and the construction and rehabilitation of same into approximately 210 affordable and supportive housing units with ancillary supporting office and related facilities (collectively, the "Facility"), (2) the renovation and revitalization of the Facility and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment being collectively referred to as the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from real property taxes and real property transfer taxes (collectively, the

“Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, prior to the submission of the Application, the Company submitted a draft application to the Agency (the “Draft Application”). Pursuant to the Draft Application, the Agency adopted a resolution on August 17, 2017 (the “Interim Lease Resolution”) authorizing the Agency to enter into an interim lease agreement with respect to the Project in order to assist the Company in maintaining the status of the Land and the Facility as exempt from real property taxes and on the “exempt” tax roll of the City of Albany, New York; and

WHEREAS, pursuant to the Interim Lease Resolution, the Agency and the Company entered into an interim lease agreement dated as of August 31, 2017 (the “Interim Lease Agreement”) by and between the Agency and the Company, which Interim Lease Agreement terminated on November 15, 2017. By resolution adopted by the members of the Agency on April 19, 2018 (the “Interim Lease Extension Resolution”), the Agency determined to extend the term of the Interim Lease Agreement from November 15, 2017 to October 15, 2018; and

WHEREAS, by resolution adopted by the members of the Agency on October 19, 2017 (the “Public Hearing Resolution”), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project; and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency (the “Public Hearing”) pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on October 26, 2017 to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located, (B) caused notice of the Public Hearing to be posted on October 27, 2017 on a public bulletin board located at the Albany City Hall located at 24 Eagle Street in the City of Albany, Albany County, New York, as well as on the Agency’s website, (C) caused notice of the Public Hearing to be published on October 29, 2017 in the Albany Times Union, a newspaper of general circulation available to the residents of the City of Albany, Albany County, New York, (D) conducted the Public Hearing on November 8, 2017 at 12:00, local time at the offices of the Agency located at 21 Lodge Street in the City of Albany, Albany County, New York, and (E) prepared a report of the Public Hearing (the “Hearing Report”) fairly summarizing the views presented at such Public Hearing and caused copies of said Hearing Report to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations (the “Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, “SEQRA”), by resolution adopted by the members of the Agency on December 21, 2017 (the “SEQR Resolution”), Agency determined that the Project constitutes a “Type II Action”(as such quoted term is defined under SEQRA), and therefore that no further action with respect to the Project was required under SEQRA; and

WHEREAS, by further resolution adopted by the members of the Agency on December 21, 2017 (the “Commercial/Retail Finding Resolution”), the Agency (A) determined that the Project constituted a “commercial project” within the meaning of the Act, (B) found that although the Project Facility appears to constitute a project where facilities or properties that are primarily used in making the retail sales of goods or services to customers who personally visit such facilities may constitute more than one-third of the costs of the Project, the Agency is authorized to provide financial assistance in respect of the Project

pursuant to Section 862(2)(a) of the Act because the Project Facility is located in a highly distressed area, (C) determined, following a review of the Hearing Report, that the Project would serve the public purposes of the Act by preserving permanent private sector jobs in the State of New York, and (D) determined that the Agency would proceed with the Project and the granting of the Financial Assistance; provided however, that no financial assistance would be provided to the Project by the Agency unless and until the Mayor of City of Albany, as chief executive officer of City of Albany, New York, pursuant to Section 862(2)(c) of the Act, confirmed the proposed action of the Agency with respect to the Project; and

WHEREAS, by resolution adopted by the members of the Agency on December 21, 2017 (the "Pilot Deviation Approval Resolution"), the members of the Agency determined to deviate from the Agency's uniform tax exemption policy with respect to the Project; and

WHEREAS, by further resolution adopted by the members of the Agency on December 21, 2017 (the "Approving Resolution"), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of June 28, 2017 (the "Lease Agreement") between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the "Basic Documents"). Pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, (2) as agent of the Agency, to undertake and complete the Project, and (3) to supersede the Interim Lease Agreement, and (B) the Agency has leased the Project Facility to the Company. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, by certificate dated May 4, 2018 (the "Public Approval"), the Mayor of the City of Albany confirmed the proposed action to be taken by the Agency with respect to the Project for the purposed of Section 862(2)(c) of the Act; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency (1) a certain lease to agency dated as of June 28, 2017 (the "Lease to Agency") by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency a portion of the Land and all improvements now or hereafter located on said portion of the Land (collectively, the "Leased Premises"); and (2) a certain license agreement dated as of June 28, 2017 (the "License to Agency") by and between the Company, as licensor, and the Agency, as licensee, pursuant to which the Company will grant to the Agency (a) a license to enter upon the balance of the Land (the "Licensed Premises") for the purpose of undertaking and completing the Project and (b) in the event of an occurrence of an Event of Default by the Company, an additional license to enter upon the Licensed Premises for the purpose of pursuing its remedies under the Lease Agreement; (B) the Company and the Agency will execute and deliver (1) a certain payment in lieu of tax agreement dated as of June 28, 2017 (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; and (2) a certain uniform agency project agreement dated as of June 28, 2017 (the "Uniform Agency Project Agreement") by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; and (C) the Agency will file with the assessor and mail to the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the "Real Property Tax Exemption Form") relating to the Project Facility and the Payment in Lieu of Tax Agreement; and

WHEREAS, under the present provisions of the Act and Section 412-a of the Real Property Tax Law of the State of New York (the "Real Property Tax Law"), upon the filing by the Agency of the Real

Property Tax Exemption Form, the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or control; and

WHEREAS, pursuant to the provisions of Section 6.6 of the Lease Agreement, the Company has agreed to make payments in lieu of taxes with respect to the Project Facility in an amount equivalent to normal taxes, provided that, so long as this Payment in Lieu of Tax Agreement shall be in effect, the Company shall during the term of this Payment in Lieu of Tax Agreement make payments in lieu of taxes in the amounts and in the manner provided in this Payment in Lieu of Tax Agreement, and during such period the provisions of Section 6.6 of the Lease Agreement shall not control the amounts due as payment in lieu of taxes with respect to the Project Facility covered by this Payment in Lieu of Tax Agreement; and

WHEREAS, all things necessary to constitute this Payment in Lieu of Tax Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Payment in Lieu of Tax Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, in consideration of the matters above recited, the parties hereto formally covenant, agree and bind themselves as follows, to wit:

## ARTICLE I

### REPRESENTATIONS AND WARRANTIES

SECTION 1.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State of New York to enter into the transactions contemplated by this Payment in Lieu of Tax Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement hereunder.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

SECTION 1.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY. The Company does hereby represent, warrant and covenant as follows:

(A) Power. (1) Clinton Avenue Apartments Housing Development Fund Corporation is a New York not-for-profit corporation and (2) Clinton Avenue Apartments L.P. is a limited partnership, both duly organized and validly existing under the laws of the State of New York, are duly authorized to do business in the State of New York and have the power under the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement, and by proper action of its partners and board of directors has been duly authorized to execute, deliver and perform this Payment in Lieu of Tax Agreement.

(B) Authorization. The Company is authorized and has the power under its certificate of incorporation, by-laws, limited partnership certificate, limited partnership agreement and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper action of its partners and board of directors, the Company has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under



and pursuant to this Payment in Lieu of Tax Agreement by (and the execution, delivery and performance of this Payment in Lieu of Tax Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Payment in Lieu of Tax Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its organizational documents or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Payment in Lieu of Tax Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing, and this Payment in Lieu of Tax Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consent. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Payment in Lieu of Tax Agreement by the Company or as a condition to the validity of this Payment in Lieu of Tax Agreement.

## ARTICLE II

### COVENANTS AND AGREEMENTS

SECTION 2.01. TAX-EXEMPT STATUS OF THE PROJECT FACILITY. (A) Assessment of the Project Facility. (1) The parties understand and acknowledge that the Project Facility has been listed as exempt status and not subject to real property taxation on the tax rolls of the county, city, school district, town, village or other political unit or units wherein the Project Facility is located (such taxing entities being sometimes collectively hereinafter referred to as the "Taxing Entities", and each of such Taxing Entities being sometimes individually hereinafter referred to as a "Taxing Entity").

(2) In the event that the Project Facility does not have exempt status on the tax rolls of the Taxing Entities, pursuant to Section 874 of the Act and Section 412-a of the Real Property Tax Law, the parties hereto understand that, upon acquisition of a leasehold interest in the Project Facility by the Agency and the filing by the Agency of a New York State Board of Real Property Services Form RP-412-a (a "Real Property Tax Exemption Form") with respect to a leasehold interest in the Project Facility, and for so long thereafter as the Agency shall own the leasehold interest in the Project Facility, the Project Facility shall be assessed by the Taxing Entities as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to the acquisition by the Agency of the leasehold interest to the Project Facility created by the Underlying Lease and the filing of the Real Property Tax Exemption Forms. The Company shall, promptly following acquisition by the Agency of the leasehold interest to the Project Facility created by the Underlying Lease, take such action as may be necessary to ensure that the Project Facility shall be assessed as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to such acquisition by the Agency, including ensuring that a Real Property Tax Exemption Form shall be filed with the appropriate officer or officers of each respective Taxing Entity responsible for assessing properties on behalf of each such Taxing Entity (each such officer being hereinafter referred to as an "Assessor"). For so long thereafter as the Agency shall own such leasehold interest in the Project Facility, the Company shall take such further action as may be necessary to maintain such exempt assessment with respect to each Taxing Entity.

(3) The Agency will cooperate with the Company to obtain and preserve the tax-exempt status of the Project Facility.

(B) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the Act and Section 412-a of the Real Property Tax Law does not entitle the Agency to exemption from special assessments and special ad valorem levies. Pursuant to the Lease Agreement, the Company will be required to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Project Facility.

SECTION 2.02. PAYMENTS IN LIEU OF TAXES. (A) Agreement to Make Payments. The Company agrees that it shall make annual payments in lieu of property taxes in the amounts hereinafter provided to the respective Taxing Entities entitled to receive same pursuant to the provisions hereof. The Company also agrees to give the Assessors a copy of this Payment in Lieu of Tax Agreement. The payments due hereunder shall be paid by the Company to the respective appropriate officer or officers of the respective Taxing Entities charged with receiving payments of taxes for such Taxing Entities (such officers being collectively hereinafter referred to as the "Receivers of Taxes") for distribution by the Receivers of Taxes to the appropriate Taxing Entities entitled to receive same pursuant to the provisions hereof.

(B) Valuation of the Project Facility. (1) The value of the Project Facility for purposes of determining payments in lieu of taxes due hereunder (hereinafter referred to as the "Assessed Value") shall be determined by the appropriate Assessors. The Company agrees to give the Assessors a copy of this Payment in Lieu of Tax Agreement. The parties hereto agree that the Assessors shall (a) appraise the Land in the same manner as other similar properties in the general area of the Land, (b) place an Assessed Value upon the Land, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes, (c) appraise the Facility and any portion of the Equipment assessable as real property pursuant to the New York Real Property Tax Law (collectively with the Facility, the "Improvements") in the same manner as other similar properties in the general area of the Improvements, and (d) place an Assessed Value upon the Improvements, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial determination of the Assessed Value of the Improvements and of any change in the Assessed Value of the Land or the Improvements.

(2) If the Company is dissatisfied with the amount of the Assessed Value of the Project Facility as initially established or as changed, the Company shall be entitled to challenge the Assessed Value in accordance with the terms and conditions contained in Article 7 of the Real Property Tax Law. The Company shall be entitled to take any actions under Article 7 of the Real Property Tax Law notwithstanding the fact that the Agency has an interest in the Land pursuant to the Lease to Agency.

(3) Any payments in lieu of taxes due upon such Project Facility pursuant to Section 2.02(C) hereof may not be withheld by the Company pending determination of the Assessed Value.

(C) Amount of Payments in Lieu of Taxes. (1) (a) For a period ending on the earlier to occur of (I) December 31, 2050, or (II) the date on which the City of Albany (the "City") shall determine that the Project Facility no longer is being used as housing facilities for persons of low income, the Company will pay to the Treasurer of the City, for distribution among the Albany City School District, the County of Albany and the City, annual payments in lieu of taxes in an amount equal to five percent (5%) of the aggregate collected annual tenant paid rents generated by the Project Facility (the "Rent"). The Rent shall include tenant paid rent and rent supplements and subsidies received from the federal government, the State, or a municipality on behalf of such tenants, less the aggregate annual owner paid utilities, such payments to be payable on April 15 of each year, in an amount calculated pursuant to the previous sentence for the prior calendar year, commencing on April 15, 2019. The Company shall provide to Treasurer of the City, along with each payment, an annual statement of tenant paid income and Project expenses verified by the Company or such other person as may be authorized by the Company to verify said statement.

(b) The Agency and the Company recognize and agree that during the period beginning on the Closing Date and ending on the Completion Date (the "Construction Period"), the Company will be undertaking the Project and the amount of payments in lieu of taxes payable by the Company during such Construction Period may be affected by the construction, reconstruction and renovation occurring at and it the Project Facility.

(2) Commencing on the earlier to occur of (a) January 1, 2051, or (b) the date on which the City shall determine that the Project Facility no longer is being used as housing facilities for persons of low income, the Company will pay to the Treasurer of the City, for distribution among the Albany City School District, the County of Albany and the City, annual payments in lieu of taxes in an amount equal to as follows:

(a) First, determine the amount of general taxes and general assessments (hereinafter referred to as the "Normal Tax") which would be payable to each Taxing Entity

if the Project Facility was owned by the Company and not the Agency by multiplying (i) the Assessed Value of the Project Facility determined pursuant to Section 2.02(B) hereof, by (ii) the tax rate or rates of such Taxing Entity that would be applicable to the Project Facility if the Project Facility was owned by the Company and not the Agency.

(b) On April 15 in each tax year during the term of this Payment in Lieu of Tax Agreement, commencing on the earlier of (i) April 15, 2051 or (ii) the first April 15 following the date on which the City shall determine that the Project Facility no longer is being used as housing facilities for persons of low income, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Project Facility shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Taxing Entity with respect to the Project Facility for such tax year.

(D) Additional Amounts in Lieu of Taxes. Commencing on the first tax year following the date on which any structural addition shall be made to the Project Facility or any portion thereof or any additional building or other structure shall be constructed on the Land (such structural additions and additional buildings and other structures being hereinafter referred to as “Additional Facilities”) the Company agrees to make additional annual payments in lieu of property taxes with respect to such Additional Facilities (such additional payments being hereinafter collectively referred to as “Additional Payments”) to the Receivers of Taxes with respect to such Additional Facilities, such Additional Payments to be computed separately for each Taxing Entity as follows:

(1) Determine the amount of general taxes and general assessments (hereinafter referred to as the “Additional Normal Tax”) which would be payable to each Taxing Entity with respect to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency as follows: (a) multiply the Additional Assessed Value (as hereinafter defined) of such Additional Facilities determined pursuant to subsection (E) of this Section 2.02 by (b) the tax rate or rates of such Taxing Entity that would be applicable to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency, and (c) reduce the amount so determined by the amounts of any tax exemptions that would be afforded to the Company by such Taxing Entity if such Additional Facilities were owned by the Company and not the Agency.

(2) In each fiscal tax year during the term of this Payment in Lieu of Tax Agreement (commencing in the fiscal tax year when such Additional Facilities would first appear on the assessment roll of any Taxing Entity) if such Additional Facilities were owned by the Company and not the Agency, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax with respect to such Additional Facilities pursuant to this Payment in Lieu of Tax Agreement shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Taxing Entity with respect to such Additional Facilities for such fiscal tax year (unless the Agency and the Company shall enter into a separate written agreement regarding payments in lieu of property taxes with respect to such Additional Facilities, in which case the provisions of such separate written agreement shall control).

(E) Valuation of Additional Facilities. (1) The value of Additional Facilities for purposes of determining payments in lieu of taxes due under Section 2.02(D) hereof shall be determined by the Assessors of each respective Taxing Entity. The parties hereto agree that the Assessors shall (a) appraise the Additional Facilities in the same manner as other similar properties in the general area of the Project Facility, and (b) place a value for assessment purposes (hereinafter referred to as the “Additional Assessed Value”) upon the Additional Facilities, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice

of the initial establishment of such Additional Assessed Value and of any change in such Additional Assessed Value.

(2) If the Company is dissatisfied with the amount of the Additional Assessed Value of the Additional Facilities as initially established or as changed, the Company shall be entitled to challenge the Additional Assessed Value in accordance with the terms and conditions contained in Article 7 of the Real Property Tax Law. The Company shall be entitled to take any actions under Article 7 of the Real Property Tax Law notwithstanding the fact that the Agency has an interest in the Land pursuant to the Lease to Agency.

(3) The Agency and the Company expressly agree that any such structural additions and/or additional buildings and other structures comprising the Additional Facilities shall consist of structural additions and additional buildings and other structures being undertaken by the Company following the Completion Date of the Project.

(F) Statements. Pursuant to Section 858(15) of the Act, the Agency agrees to give each Taxing Entity a copy of this Payment in Lieu of Tax Agreement within fifteen (15) days of the execution and delivery hereof, together with a request that a copy hereof be given to the appropriate officer or officers of the respective Taxing Entities responsible for preparing the tax rolls for said Tax Entities (each, a "Tax Billing Officer") and a request that said Tax Billing Officers submit to the Company and to the appropriate Receiver of Taxes periodic statements specifying the amount and due date or dates of the payments due each Taxing Entity hereunder, such periodic statements to be submitted to the Company at approximately the times that tax bills are mailed by such Taxing Entities.

(G) Time of Payments. The Company agrees to pay the amounts due hereunder to the Receivers of Taxes for the benefit of each particular Taxing Entity in any fiscal tax year to the appropriate Receiver of Taxes within the period that such Taxing Entity allows payment of taxes levied in such fiscal tax year without penalty. The Company shall be entitled to receive receipts for such payments.

(H) Method of Payment. All payments by the Company hereunder shall be paid to the Receivers of Taxes in lawful money of the United States of America. The Receivers of Taxes shall in turn distribute the amounts so paid to the various Taxing Entities entitled to same.

SECTION 2.03. CREDIT FOR TAXES PAID. (A) Amount of Credit. The parties hereto acknowledge and agree that the obligation of the Company to make the payments provided in Section 2.02 of this Payment in Lieu of Tax Agreement shall be in addition to any and all other taxes and governmental charges of any kind whatsoever which the Company may be required to pay under the Lease Agreement. It is understood and agreed, however, that, should the Company pay in any fiscal tax year to any Taxing Entity any amounts in the nature of general property taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Project Facility or the interest therein of the Company or the occupancy thereof by the Company (but not including, by way of example, (1) sales and use taxes, and (2) special assessments, special ad valorem levies or governmental charges in the nature of utility charges, including but not limited to water, solid waste, sewage treatment or sewer or other rents, rates or charges), then the Company's obligation to make payments in lieu of property taxes attributed to such fiscal tax year to such Taxing Entity hereunder shall be reduced by the amounts which the Company shall have so paid to such Taxing Entity in such fiscal tax year, but there shall be no cumulative or retroactive credit as to any payment in lieu of property taxes due to any other Taxing Entity or as to any payment in lieu of property taxes due to such Taxing Entity in any other fiscal tax year.

(B) Method of Claiming Credits. If the Company desires to claim a credit against any particular payment in lieu of tax due hereunder, the Company shall give the governing body of the affected Taxing

Entity and the Agency prior written notice of its intention to claim any credit pursuant to the provision of this Section 2.03, said notice to be given by the Company at least thirty (30) days prior to the date on which such payment in lieu of tax is due pursuant to the provisions of Section 2.02(G) hereof. In the event that the governing body of the appropriate Taxing Entity desires to contest the Company's right to claim such credit, then said governing body, the Agency and the Company shall each select an arbitrator in accordance with the rules of the American Arbitration Association, each of whom shall meet the qualifications set forth in Section 2.02(B) hereof, which arbitrators shall, at the sole cost and expense of the Company, determine whether the Company is entitled to claim any credit pursuant to the provisions of this Section 2.03 and, if so, the amount of the credit to which the Company is entitled. It is understood that the arbitrators are empowered to confirm the amount of the credit claimed by the Company or to determine a lower or higher credit. When the Company shall have given notice, as provided herein, that it claims a credit, the amount of any payment in lieu of property taxes due hereunder against which the credit may be claimed may be withheld (to the extent of the credit claimed by the Company, but only to the extent that such credit may be claimed against said payment in lieu of taxes pursuant to the provisions of this Section 2.03) until the decision of the arbitrators is rendered. After the decision of the arbitrators is rendered, the payment in lieu of taxes due with respect to any reduction or disallowance by the arbitrators in the amount of the credit claimed by the Company shall, to the extent withheld as aforesaid, be immediately due and payable and shall be paid by the Company within thirty (30) days of said decision.

SECTION 2.04. LATE PAYMENTS. (A) First Month. Pursuant to Section 874(5) of the Act, if the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due, the Company shall pay the same, together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due and such delinquency shall continue beyond the first month, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the affected Taxing Entity until such payment in default shall have been made in full, and the Company shall pay the same to the affected Taxing Entity together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

### ARTICLE III

#### LIMITED OBLIGATION

SECTION 3.01. NO RECOURSE; LIMITED OBLIGATION OF THE AGENCY. (A) No Recourse. All obligations, covenants, and agreements of the Agency contained in this Payment in Lieu of Tax Agreement shall be deemed to be the obligations, covenants, and agreements of the Agency and not of any member, officer, agent, servant or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this Payment in Lieu of Tax Agreement, or otherwise based upon or in respect of this Payment in Lieu of Tax Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent (other than the Company), servant or employee, as such, of the Agency or any successor public benefit corporation or political subdivision or any person executing this Payment in Lieu of Tax Agreement on behalf of the Agency, either directly or through the Agency or any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement, it being expressly understood that this Payment in Lieu of Tax Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, officer, agent (other than the Company), servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent (other than the Company), servant or employee under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Payment in Lieu of Tax Agreement by the Agency.

(B) Limited Obligation. The obligations, covenants and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or City of Albany, New York, and neither the State of New York nor City of Albany, New York shall be liable thereon, and further such obligations, covenants and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility (except for revenues derived by the Agency with respect to the Unassigned Rights, as defined in the Lease Agreement).

(C) Further Limitation. Notwithstanding any provision of this Payment in Lieu of Tax Agreement to the contrary, the Agency shall not be obligated to take any action that the Agency has not expressly agreed to undertake pursuant to an express provision hereof unless (1) the Agency shall have been requested to do so in writing by the Company, and (2) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any of its members, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity and an agreement from the Company to defend and hold harmless the Agency satisfactory to the Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

## ARTICLE IV

### EVENTS OF DEFAULT

SECTION 4.01. EVENTS OF DEFAULT. Any one or more of the following events shall constitute an event of default under this Payment in Lieu of Tax Agreement, and the terms “Event of Default” or “default” shall mean, whenever they are used in this Payment in Lieu of Tax Agreement, any one or more of the following events:

(A) Failure of the Company to pay when due any amount due and payable by the Company pursuant to this Payment in Lieu of Tax Agreement and continuance of said failure for a period of fifteen (15) days after written notice to the Company stating that such payment is due and payable;

(B) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed hereunder (other than as referred to in paragraph (A) above) and continuance of such failure for a period of thirty (30) days after written notice to the Company specifying the nature of such failure and requesting that it be remedied; provided that if such default cannot reasonably be cured within such thirty (30) day period and if the Company shall have commenced action to cure the breach of covenant, condition or agreement within said thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for so long as the Company shall require in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of ninety (90) days in the aggregate from the date of default; or

(C) Any warranty, representation or other statement by or on behalf of the Company contained in this Payment in Lieu of Tax Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Payment in Lieu of Tax Agreement and (1) shall be materially adverse to the Agency at the time when the notice referred to below shall have been given to the Company and (2) if curable, shall not have been cured within thirty (30) days after written notice of such incorrectness shall have been given to a responsible officer of the Company, provided that if such incorrectness cannot reasonably be cured within said thirty-day period and the Company shall have commenced action to cure the incorrectness within said thirty-day period and, thereafter, diligently and expeditiously proceeds to cure the same, such thirty-day period shall be extended for so long as the Company shall require, in the exercise of due diligence, to cure such default.

(D) Notwithstanding anything to the contrary contained herein, the New York State Housing Finance Agency, the State of New York Mortgage Agency and the Company’s Investor Limited Partner shall have the right but not the obligation to cure an Event of Default hereunder and the Agency agrees to accept such cure as if provided by the Company itself.

SECTION 4.02. REMEDIES ON DEFAULT. (A) General. Whenever any Event of Default shall have occurred with respect to this Payment in Lieu of Tax Agreement, the Agency (or if such Event of Default concerns a payment required to be made hereunder to any Taxing Entity, then with respect to such Event of Default such Taxing Entity) may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to terminate this Payment in Lieu of Tax Agreement.

(B) Cross-Default. In addition, an Event of Default hereunder shall constitute an event of default under Article X of the Lease Agreement. Upon the occurrence of an Event of Default hereunder resulting from a failure of the Company to make any payment required hereunder, the Agency shall have, as a remedy therefor under the Lease Agreement, among other remedies, the right to terminate the Lease Agreement and convey the Project Facility to the Company, thus subjecting the Project Facility to immediate full taxation pursuant to Section 520 of the Real Property Tax Law of the State.



(C) Separate Suits. Each such Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

(D) Venue. The Company irrevocably agrees that any suit, action or other legal proceeding arising out of this Payment in Lieu of Tax Agreement may be brought in the courts of record of the State, consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts.

SECTION 4.03. PAYMENT OF ATTORNEY'S FEES AND EXPENSES. Pursuant to Section 874(6) of the Act, if the Company should default in performing any of its obligations, covenants or agreements under this Payment in Lieu of Tax Agreement and the Agency or any Taxing Entity should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency or such Taxing Entity, as the case may be, not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.04. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency or any Taxing Entity is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Payment in Lieu of Tax Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Agency or any Taxing Entity to exercise any remedy reserved to it in this Payment in Lieu of Tax Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Payment in Lieu of Tax Agreement.

(D) No Waiver. In the event any provision contained in this Payment in Lieu of Tax Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Payment in Lieu of Tax Agreement shall be established by conduct, custom or course of dealing.

## ARTICLE V

### MISCELLANEOUS

SECTION 5.01. TERM. (A) General. This Payment in Lieu of Tax Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the execution and delivery of this Payment in Lieu of Tax Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Payment in Lieu of Tax Agreement shall continue to remain in effect until the earlier to occur of (1) December 31, 2050 or (2) the date on which the Project Facility is reconveyed by the Agency to the Company pursuant to Articles X or XI of the Lease Agreement.

(B) Extended Term. In the event that (1) the Project Facility shall be reconveyed to the Company, (2) on the date on which the Company obtains the Agency's interest in the Project Facility, the Project Facility shall be assessed as exempt upon the assessment roll of any one or more of the Taxing Entities, and (3) the fact of obtaining title to the Agency's interest in the Project Facility shall not immediately obligate the Company to make pro-rata tax payments pursuant to legislation similar to Chapter 635 of the 1978 Laws of the State (codified as subsection 3 of Section 302 of the Real Property Tax Law and Section 520 of the Real Property Tax Law), this Payment in Lieu of Tax Agreement shall remain in full force and effect and the Company shall be obligated to make payments to the Receiver of Taxes in amounts equal to those amounts which would be due from the Company to the respective Taxing Entities if the Project Facility were owned by the Company and not the Agency until the first tax year in which the Company shall appear on the tax rolls of the various Taxing Entities having jurisdiction over the Project Facility as the legal owner of record of the Project Facility, subject to the Company's right under Section 2.02 (B) hereof.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Payment in Lieu of Tax Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS. This Payment in Lieu of Tax Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES. (A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, properly addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Notices Given by Taxing Entities. Notwithstanding the foregoing, notices of assessment or reassessment of the Project Facility and other notices given by a Taxing Entity under Article II hereof shall be sufficiently given and shall be deemed given when given by the Taxing Entity in the same manner in which similar notices are given to owners of taxable properties by such Taxing Entity.

(C) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

Clinton Avenue Apartments Housing Development Fund Corporation  
and Clinton Avenue Apartments L.P.  
c/o Home Leasing, LLC  
180 Clinton Square  
Rochester, New York 14604

WITH A COPIES TO:

Nixon Peabody LLP  
1300 Clinton Square  
Rochester, New York 14604  
Attention: John F. D'Amanda, Esq.

RBC Tax Credit Equity, LLC  
600 Superior Avenue, Suite 2300  
Cleveland, Ohio 44114  
Attention: President & General Counsel

Nixon Peabody LLP  
100 Summer Street  
Boston, MA 02110  
Attention: Roger W. Holmes, Esq.

New York State Housing Finance Agency  
641 Lexington Avenue  
New York, New York 10022  
Attention: Senior Vice President Multifamily Finance  
Senior Vice President and Counsel

IF TO THE AGENCY:

City of Albany Industrial Development Agency  
21 Lodge Street  
Albany, New York 12207  
Attention: Chair

WITH A COPY TO:

Office of Corporation Counsel  
City Hall, Eagle Street - Room 106  
Albany, New York 12207  
Attention: William G. Kelly, Jr., Esq.

and

Hodgson Russ LLP  
677 Broadway, Suite 301  
Albany, New York 12207  
Attention: A. Joseph Scott, III, Esq.

(D) Copies. A copy of any notice given hereunder by the Company which affects in any way a Taxing Entity shall also be given to the chief executive officer of such Taxing Entity.

(E) Change of Address. The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.06. BINDING EFFECT. This Payment in Lieu of Tax Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Payment in Lieu of Tax Agreement are intended to be for the benefit of the Agency and the respective Taxing Entities.

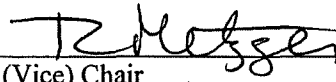
SECTION 5.07. SEVERABILITY. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Payment in Lieu of Tax Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Payment in Lieu of Tax Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

SECTION 5.08. COUNTERPARTS. This Payment in Lieu of Tax Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.09. APPLICABLE LAW. This Payment in Lieu of Tax Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

CITY OF ALBANY INDUSTRIAL  
DEVELOPMENT AGENCY

BY:   
(Vice) Chair

CLINTON AVENUE APARTMENTS L.P., a New  
York limited partnership

By: Clinton Avenue GP, LLC its general partner  
By: Home Leasing, LLC, its manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CLINTON AVENUE APARTMENTS HOUSING  
DEVELOPMENT FUND CORPORATION, a housing  
development fund company formed pursuant to Article  
XI of the Private Housing  
Finance Law of the State of New York and Section  
402 of the Not-For-Profit Corporation Law

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

CITY OF ALBANY INDUSTRIAL  
DEVELOPMENT AGENCY

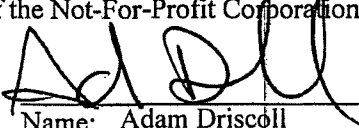
BY: \_\_\_\_\_  
(Vice) Chairman

CLINTON AVENUE APARTMENTS L.P., a New  
York limited partnership

By: Clinton Avenue GP, LLC its general partner  
By: Home Leasing, LLC, its manager

By:   
Name: Adam Driscoll  
Title: Owner's Representative

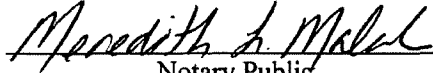
CLINTON AVENUE APARTMENTS HOUSING  
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402 of the Not-For-Profit Corporation Law

By:   
Name: Adam Driscoll  
Title: Owner's Representative

STATE OF NEW YORK       )  
                                      )ss:  
COUNTY OF ALBANY       )

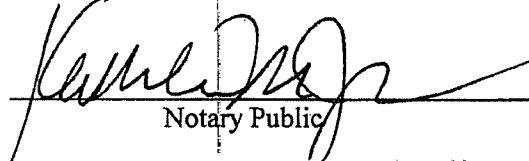
On the 19<sup>th</sup> day of June, in the year 2018, before me, the undersigned, personally appeared Tracy L. Metzger, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she 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 the instrument.

MEREDITH L. MALARK  
Notary Public, State of New York  
No. 01MA6212870  
Qualified in Schoharie County  
Commission Expires October 26, 20 21

  
\_\_\_\_\_  
Notary Public

STATE OF NEW YORK     )  
                                  )ss:  
COUNTY OF MONROE     )

On the 20 day of June, in the year 2018, before me, the undersigned, personally appeared Adam Driscoll, 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/she 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 the instrument.

  
Notary Public

KATHLEEN M. JONES  
Notary Public, State of New York  
Registration #: 01JO4854252  
Qualified in Monroe County  
Certificate Filed in Monroe County  
Commission Expires: 3/3/2022



## EXHIBIT A

### DESCRIPTION OF THE LEASED LAND

A leasehold interest created by a certain lease to agency dated as of June 28, 2018 (the "Lease to Agency") between Clinton Avenue Apartments Housing Development Fund Corporation and Clinton Avenue Apartments L.P. (collectively, the "Company"), as landlord, and City of Albany Industrial Development Agency (the "Agency"), as tenant, in approximately 72 parcels of land (the "Leased Land") generally located on Clinton Avenue and Ten Broeck Street in the City of Albany, Albany County, New York, said Leased Land being more particularly described below), together with any improvements now or hereafter located on the Leased Land (the Leased Land and all such improvements being sometimes collectively referred to as the "Leased Premises"):

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the City of Albany, Albany County, New York, bounded and described as follows:

Schedule A

**CLINTON REVIVAL PARCELS:**

No. 64 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the south line of CLINTON AVENUE said point being 380.57 feet easterly as measured along the south line of CLINTON AVENUE from its intersection with the east line on NORTH HAWK STREET; thence easterly and running along the south line of CLINTON AVENUE 25.0 feet ; thence southerly making an interior angle of 90 degrees 00 minutes with the last described course 86.0 feet; thence westerly making an interior angle of 90 degrees 00 minutes with the last described course 25.00 feet; thence northerly making an interior angle of 90 degrees 00 minutes with the last described course 86.0 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 00 minutes with the first course of the parcel herein described.

No. 68 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the south line of CLINTON AVENUE said point being 330.57 feet easterly as measured along the south line of CLINTON AVENUE from its intersection with the east line on NORTH HAWK STREET; thence easterly and running along the south line of CLINTON AVENUE 25.0 feet ; thence southerly making an interior angle of 90 degrees 00 minutes with the last described course 86.0 feet; thence westerly making an interior angle of 90 degrees 00 minutes with the last described course 25.00 feet; thence northerly making an interior angle of 90 degrees 00 minutes with the last described course 86.0 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 00 minutes with the first course of the parcel herein described.

No. 70 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the south line of CLINTON AVENUE said point being 305.57 feet easterly as measured along the south line of CLINTON AVENUE from its intersection with the east line on NORTH HAWK STREET; thence easterly and running along the south line of CLINTON AVENUE 25.0 feet ; thence southerly making an interior angle of 90 degrees 00 minutes with the last described course 86.0 feet; thence westerly making an interior angle of 90 degrees 00 minutes with the last described course 25.00 feet; thence northerly making an interior angle of 90 degrees 00 minutes with the last described course 86.0 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 00 minutes with the first course of the parcel herein described.

No. 97 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 44.51 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line on NORTH HAWK STREET; thence easterly and running along the north line of CLINTON AVENUE 22.00 feet; thence northerly making an

interior angle of 90 degrees 00 minutes with the last described course and running through the center line of a partywall which forms the east wall of the building occupying the premises herein described 44.00 feet; thence northerly making an interior angle of 183 degrees 23 minutes 00 seconds with the last described course 76.13 feet to a point in the south line of LUDLOW ALLEY; thence westerly making an interior angle of 86 degrees 37 minutes 00 seconds with the last described course and running along the south line of LUDLOW ALLEY 9.00 feet; thence southerly making an interior angle of 91 degrees 50 minutes 00 seconds with the last described course 57.03 feet; thence westerly making an interior angle of 267 degrees 54 minutes 00 seconds with the last described course 15.66 feet; thence southerly making an interior angle of 90 degrees 00 minutes 00 seconds with the last described course and running in part through the center line of a partywall which forms the west wall of the building occupying the premises herein described and the building adjoining the herein described premises on the west and the northerly extension thereof 63.00 to the point and place of beginning; the last described course making an interior angle of 90 degrees 00 minutes with the first course of the parcel herein described.

No. 99 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 22.40 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line on NORTH HAWK STREET; thence easterly and running along the north line of CLINTON AVENUE 22.11 feet; thence northerly making an interior angle of 90 degrees 00 minutes with the last described course and running through the center line of a partywall between the building occupying the premises herein described and the building adjoining the herein described premises on the east and the northerly extension thereof 62.72 feet; thence westerly making an interior angle of 90 degrees 00 minutes with the last described course 22.11 feet; thence southerly making an interior angle of 90 degrees 00 minutes with the last described course and running through the center line of a partywall between the building occupying the premises herein described and the building adjoining the herein described premises on the west and the northerly extension thereof 62.72 to the point and place of beginning; the last described course making an interior angle of 90 degrees 00 minutes with the first course of the parcel herein described.

No. 101 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE at its intersection with the east line on NORTH HAWK STREET; thence easterly and running along the north line of CLINTON AVENUE 22.40 feet; thence northerly making an interior angle of 90 degrees 00 minutes with the last described course and running through the center line of a partywall between the building occupying the premises herein described and the building adjoining the herein described premises on the east and the northerly extension thereof 62.72 feet; thence westerly making an interior angle of 90 degrees 00 minutes with the last described course 22.40 feet to a point in the east line of NORTH HAWK STREET; thence southerly making an interior angle of 90 degrees 00 minutes with the last described course and along the east line of NORTH HAWK STREET 62.72 to the point and place of beginning; the last described course making an interior angle of 90 degrees 00 minutes with the first course of the parcel herein described.

No. 115 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 155.22 feet westerly as measured along the north line of CLINTON AVENUE from its intersection with the west line of NORTH HAWK STREET;

thence westerly and running along the north line of CLINTON AVENUE 17.43 feet; thence northerly making an interior angle of 89 degrees 50 minutes with the last described course and running in part along the west face the west wall of the building occupying the premises herein described and the northerly extension thereof 120.00 feet; thence easterly, making an interior angle of 90 degrees 10 minutes with the last described course 17.43 feet; thence southerly making an interior angle of 89 degrees 50 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the northerly extension thereof 120.00 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 10 minutes with the first course of the parcel herein described.

No. 119 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 189.98 feet westerly as measured along the north line of CLINTON AVENUE from its intersection with the west line of NORTH HAWK STREET; thence westerly and running along the north line of CLINTON AVENUE 17.83 feet; thence northerly making an interior angle of 89 degrees 50 minutes with the last described course and running in part along the west face the west wall of the building occupying the premises herein described and the northerly extension thereof 120.00 feet; thence easterly, making an interior angle of 90 degrees 10 minutes with the last described course 17.83 feet; thence southerly making an interior angle of 89 degrees 50 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the northerly extension thereof 120.00 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 10 minutes with the first course of the parcel herein described.

No. 125 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 207.81 feet westerly as measured along the north line of CLINTON AVENUE from its intersection with the west line of NORTH HAWK STREET; thence westerly and running along the north line of CLINTON AVENUE 22.11 feet; thence northerly making an interior angle of 89 degrees 50 minutes with the last described course and running in part along the west face the west wall of the building occupying the premises herein described and the northerly extension thereof 120.00 feet; thence easterly, making an interior angle of 90 degrees 10 minutes with the last described course 22.11 feet; thence southerly making an interior angle of 89 degrees 50 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the northerly extension thereof 120.00 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 10 minutes with the first course of the parcel herein described.

No. 127 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 229.92 feet westerly as measured along the north line of CLINTON AVENUE from its intersection with the west line of NORTH HAWK STREET; thence westerly and running along the north line of CLINTON AVENUE 22.21 feet; thence northerly making an interior angle of 89 degrees 32 minutes with the last described course and running in part along the west face the west wall of the building occupying the premises herein described and the northerly extension thereof 120.00 feet; thence easterly, making an interior angle of 90 degrees 28 minutes with the last described course 21.58 feet; thence southerly

making an interior angle of 89 degrees 50 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the northerly extension thereof 120.00 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 10 minutes with the first course of the parcel herein described.

No. 132 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the south line of CLINTON AVENUE said point being 330.41 feet easterly as measured along the south line of CLINTON AVENUE from its intersection with the east line of SOUTH SWAN STREET; thence easterly and running along the south line of CLINTON AVENUE 24.19 feet; thence southerly making an interior angle of 91 degrees 12 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the southerly extension thereof 91.53 feet; thence westerly making an interior angle of 88 degrees 48 minutes with the last described course 23.71 feet; thence northerly making an interior angle of 91 degrees 30 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the southerly extension thereof 91.53 feet to the point and place of beginning; the last described course making an interior angle of 88 degrees 30 minutes with the first course of the parcel herein described.

No. 135 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 201.40 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line on NORTH SWAN STREET; thence easterly and running along the north line of CLINTON AVENUE 20.78 feet; thence northerly making an interior angle of 89 degrees 16 minutes with the last described course 110.00 feet; thence westerly making an interior angle of 90 degrees 44 minutes with the last described course 20.78 feet; thence southerly making an interior angle of 89 degrees 16 minutes with the last described course 110.00 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 44 minutes with the first course of the parcel herein described.

No. 137 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 180.46 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line on NORTH SWAN STREET; thence easterly and running along the north line of CLINTON AVENUE 21.00 feet; thence northerly making an interior angle of 89 degrees 16 minutes with the last described course 99.98 feet; thence westerly making an interior angle of 90 degrees 44 minutes with the last described course 21.90 feet; thence southerly making an interior angle of 88 degrees 45 minutes with the last described course 100.00 feet to the point and place of beginning; the last described course making an interior angle of 91 degrees 15 minutes with the first course of the parcel herein described.

No. 139 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 159.40 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line on NORTH SWAN STREET; thence easterly and running along the north line of CLINTON AVENUE 21.00 feet; thence northerly making an interior angle of 88 degrees 45 minutes with the last described course 100.0 feet; thence westerly making an interior angle of 91 degrees 15 minutes with the last described course 21.00 feet; thence southerly making an interior angle of 88 degrees 45 minutes with the last described course 100.00 feet to the point and place of beginning; the last described course making an interior angle of 91 degrees 15 minutes with the first course of the parcel herein described.

No. 141 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 138.36 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line on NORTH SWAN STREET; thence easterly and running along the north line of CLINTON AVENUE 21.04 feet; thence northerly making an interior angle of 88 degrees 45 minutes with the last described course 110.0 feet; thence westerly making an interior angle of 90 degrees 15 minutes with the last described course 20.98 feet; thence southerly making an interior angle of 88 degrees 47 minutes with the last described course 110.00 feet to the point and place of beginning; the last described course making an interior angle of 91 degrees 13 minutes with the first course of the parcel herein described.

No. 144 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the south line of CLINTON AVENUE said point being 161.83 feet easterly as measured along the south line of CLINTON AVENUE from its intersection with the east line of SOUTH SWAN STREET; thence easterly and running along the south line of CLINTON AVENUE 24.06 feet; thence southerly making an interior angle of 92 degrees 00 minutes with the last described course 91.56 feet; thence westerly making an interior angle of 88 degrees 00 minutes with the last described course 24.06 feet; thence northerly making an interior angle of 92 degrees 00 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the southerly extension thereof 91.56 feet to the point and place of beginning; the last described course making an interior angle of 88 degrees 00 minutes with the first course of the parcel herein described.

No. 149 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 42.65 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line on NORTH SWAN STREET; thence easterly and running along the north line of CLINTON AVENUE 25.00 feet; thence northerly making an interior angle of 90 degrees 00 minutes with the last described course 100.0 feet; thence westerly making an interior angle of 90 degrees 00 minutes with the last described course 23.96 feet; thence southerly making an interior angle of

90 degrees 35minutes 32 seconds with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the northerly extension thereof 100.00 feet to the point and place of beginning; the last described course making an interior angle of 89 degrees 24 minutes 28 seconds with the first course of the parcel herein described.

No. 150 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the south line of CLINTON AVENUE said point being 88.81 feet easterly as measured along the south line of CLINTON AVENUE from its intersection with the east line of SOUTH SWAN STREET; thence easterly and running along the south line of CLINTON AVENUE 25.00 feet; thence southerly making an interior angle of 91 degrees 38 minutes with the last described course 91.54 feet; thence westerly making an interior angle of 88 degrees 22 minutes with the last described course 25.00 feet; thence northerly making an interior angle of 91 degrees 38 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the southerly extension thereof 91.54 feet to the point and place of beginning; the last described course making an interior angle of 88 degrees 22 minutes with the first course of the parcel herein described.

No. 151 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 22.31 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line on NORTH SWAN STREET; thence easterly and running along the north line of CLINTON AVENUE 20.34 feet; thence northerly making an interior angle of 90 degrees 35 minutes 32 seconds with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the northerly extension thereof 61.0 feet; thence westerly making an interior angle of 89 degrees 24 minutes 28 seconds with the last described course 20.34 feet; thence southerly making an interior angle of 90 degrees 35 minutes 32 seconds with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the northerly extension thereof 61.00 feet to the point and place of beginning; the last described course making an interior angle of 89 degrees 24 minutes 28 seconds with the first course of the parcel herein described.

No. 157 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 25.74 feet westerly as measured along the north line of CLINTON AVENUE from its intersection with the west line of NORTH SWAN STREET; thence westerly and running along the north line of CLINTON AVENUE 20.92 feet; thence northerly making an interior angle of 89 degrees 44 minutes 05 seconds with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the northerly extension thereof 82.50 feet; thence easterly making an interior angle of 90 degrees 15 minutes 55 seconds with the last described course 20.30 feet; thence southerly making an interior angle of 90 degrees 10 minutes 06 seconds with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the northerly extension thereof 82.50 feet to the point and place of beginning; the last described course making an interior angle of 89 degrees 49 minutes 54 seconds with the first course of the parcel herein described.

No. 160 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the south line of CLINTON AVENUE said point being 21.10 feet westerly as measured along the south line of CLINTON AVENUE from its intersection with the west line of SOUTH SWAN STREET; thence westerly and running along the south line of CLINTON AVENUE 20.90 feet; thence southerly making an interior angle of 87 degrees 32 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the southerly extension thereof 75.00 feet; thence easterly making an interior angle of 92 degrees 28 minutes with the last described course 21.25 feet; thence northerly making an interior angle of 87 degrees 16 minutes with the last described course and running through the centerline of a partywall between the building occupying the premises herein described and the remains of building adjoining the herein described premises on the east and the southerly extension thereof 75.01 feet to the point and place of beginning; the last described course making an interior angle of 92 degrees 44 minutes with the first course of the parcel herein described.

No. 161 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 68.21 feet westerly as measured along the north line of CLINTON AVENUE from its intersection with the west line of NORTH SWAN STREET; thence westerly and running along the north line of CLINTON AVENUE 22.71 feet; thence northerly making an interior angle of 89 degrees 58 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the northerly extension thereof 82.50 feet; thence easterly making an interior angle of 90 degrees 02 minutes with the last described course 22.71 feet; thence southerly making an interior angle of 89 degrees 58 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the northerly extension thereof 82.50 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 02 minutes with the first course of the parcel herein described.

No. 175 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 223.17 feet westerly as measured along the north line of CLINTON AVENUE from its intersection with the west line of NORTH SWAN STREET; thence westerly and running along the north line of CLINTON AVENUE 22.42 feet; thence northerly making an interior angle of 89 degrees 46 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the northerly extension thereof 126.0 feet; thence easterly making an interior angle of 90 degrees 14 minutes with the last described course 22.31 feet; thence southerly making an interior angle of 89 degrees 49 minutes with the last described course and running in part through the centerline of a partywall between the building occupying the premises herein described and the building occupying the premises adjoining the herein described premises on the east and the northerly extension thereof 126.0 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 11 minutes with the first course of the parcel herein described.

No. 179 CLINTON AVENUE



ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 266.74 feet westerly as measured along the north line of CLINTON AVENUE from its intersection with the west line of NORTH SWAN STREET; thence westerly and running along the north line of CLINTON AVENUE 25.05 feet; thence northerly making an interior angle of 89 degrees 37 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the northerly extension thereof 136.0 feet; thence easterly making an interior angle of 90 degrees 23 minutes with the last described course 18.96 feet; thence southerly making an interior angle of 90 degrees 00 minutes with the last described course 10.0 feet; thence easterly making an interior angle of 270 degrees 00 minutes with the last described course 5.0 feet; thence southerly making an interior angle of 90 degrees 05 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the northerly extension thereof 126.0 feet to the point and place of beginning; the last described course making an interior angle of 89 degrees 55 minutes with the first course of the parcel herein described.

No. 189 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 364.68 feet westerly as measured along the north line of CLINTON AVENUE from its intersection with the west line of NORTH SWAN STREET; thence westerly and running along the north line of CLINTON AVENUE 18.41 feet; thence northerly making an interior angle of 89 degrees 53 minutes with the last described 136.0 feet; thence easterly making an interior angle of 90 degrees 07 minutes with the last described course 18.41 feet; thence southerly making an interior angle of 89 degrees 53 minutes with the last described course and running in part through the centerline of a partywall between the building occupying the premises herein described and the building occupying the premises adjoining the herein described premises on the east and the northerly extension thereof 136.0 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 07 minutes with the first course of the parcel herein described.

No. 193 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 415.86 feet westerly as measured along the north line of CLINTON AVENUE from its intersection with the west line of NORTH SWAN STREET; thence westerly and running along the north line of CLINTON AVENUE 16.52 feet; thence northerly making an interior angle of 89 degrees 34 minutes with the last described course and running in part through the center line of a partywall between the building occupying the premises herein described and the building occupying the premises adjoining the herein described premises on the west and the northerly extension thereof 136.0 feet; thence easterly making an interior angle of 90 degrees 26 minutes with the last described course 16.60 feet; thence southerly making an interior angle of 89 degrees 32 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the building occupying the premises adjoining the herein described premises and the northerly extension thereof 136.0 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 28 minutes with the first course of the parcel herein described.

No. 195 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 432.38 feet westerly as measured along the north line of CLINTON AVENUE from its intersection with the west line of NORTH SWAN STREET; thence westerly and running along the north line of CLINTON AVENUE 16.45 feet; thence northerly making an interior angle of 90 degrees 00 minutes with the last described course and running in part through the center line of a partywall between the building occupying the premises herein described and the building occupying the premises adjoining the herein described premises on the west and the northerly extension thereof 136.0 feet; thence easterly making an interior angle of 90 degrees 00 minutes with the last described course 17.48 feet; thence southerly making an interior angle of 89 degrees 34 minutes with the last described course and running in part through the centerline of a partywall between the building occupying the premises herein described and the building occupying the premises adjoining the herein described premises on the east and the northerly extension thereof 136.0 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 26 minutes with the first course of the parcel herein described.

No. 197 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 448.83 feet westerly as measured along the north line of CLINTON AVENUE from its intersection with the west line of NORTH SWAN STREET; thence westerly and running along the north line of CLINTON AVENUE 22.04 feet; thence northerly making an interior angle of 90 degrees 00 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the northerly extension thereof 136.0 feet; thence easterly making an interior angle of 90 degrees 00 minutes with the last described course 22.04 feet; thence southerly making an interior angle of 90 degrees 00 minutes with the last described course and running in part through the centerline of a partywall between the building occupying the premises herein described and the building occupying the premises adjoining the herein described premises on the east and the northerly extension thereof 136.0 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 00 minutes with the first course of the parcel herein described.

No. 203 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 514.88 feet westerly as measured along the north line of CLINTON AVENUE from its intersection with the west line of NORTH SWAN STREET; thence westerly and running along the north line of CLINTON AVENUE 22.13 feet; thence northerly making an interior angle of 90 degrees 44 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the northerly extension thereof 136.0 feet; thence easterly making an interior angle of 89 degrees 16 minutes with the last described course 23.59 feet; thence southerly making an interior angle of 90 degrees 07 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the northerly extension thereof 136.0 feet to the point and place of beginning; the last described course making an interior angle of 89 degrees 53 minutes with the first course of the parcel herein described.

No. 208 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the south line of CLINTON AVENUE said point being 88.48 feet easterly as measured along the south line of CLINTON AVENUE from its intersection with the east line of DOVE STREET; thence easterly and running along the south line of CLINTON AVENUE 22.03 feet; thence southerly making an interior angle of 92 degrees 18 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the southerly extension thereof 86.02 feet; thence westerly making an interior angle of 87 degrees 42 minutes with the last described course 22.38 feet; thence northerly making an interior angle of 92 degrees 04 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the southerly extension thereof 86.00 feet to the point and place of beginning; the last described course making an interior angle of 87 degrees 56 minutes with the first course of the parcel herein described.

No. 209 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 587.89 feet westerly as measured along the north line of CLINTON AVENUE from its intersection with the west line of NORTH SWAN STREET; thence westerly and running along the north line of CLINTON AVENUE 22.45 feet; thence northerly making an interior angle of 90 degrees 36 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the northerly extension thereof 136.0 feet; thence easterly making an interior angle of 89 degrees 24 minutes with the last described course 22.50 feet; thence southerly making an interior angle of 90 degrees 08 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the northerly extension thereof 136.0 feet to the point and place of beginning; the last described course making an interior angle of 89 degrees 52 minutes with the first course of the parcel herein described.

No. 212 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the south line of CLINTON AVENUE said point being 45.14 feet easterly as measured along the south line of CLINTON AVENUE from its intersection with the east line of DOVE STREET; thence easterly and running along the south line of CLINTON AVENUE 21.32 feet; thence southerly making an interior angle of 92 degrees 20 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the southerly extension thereof 102.00 feet; thence westerly making an interior angle of 87 degrees 40 minutes with the last described course 20.14 feet; thence northerly making an interior angle of 93 degrees 00 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the southerly extension thereof 102.05 feet to the point and place of beginning; the last described course making an interior angle of 87 degrees 00 minutes with the first course of the parcel herein described.

No. 217 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 663.40 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line of LARK STREET; thence easterly and running along the north line of CLINTON AVENUE 22.63 feet; thence northerly making an interior angle of 90 degrees 08 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the northerly extension thereof 136.0 feet; thence westerly making an interior angle of 89 degrees 52 minutes with the last described course 23.07 feet; thence southerly making an interior angle of 89 degrees 57 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the northerly extension thereof 136.0 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 03 minutes with the first course of the parcel herein described.

No. 219 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 640.81 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line of LARK STREET; thence easterly and running along the north line of CLINTON AVENUE 22.59 feet; thence northerly making an interior angle of 89 degrees 57 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the northerly extension thereof 136.0 feet; thence westerly making an interior angle of 90 degrees 03 minutes with the last described course 22.94 feet; thence southerly making an interior angle of 89 degrees 48 minutes with the last described course and running in part through the centerline of a partywall between the building occupying the premises herein described and the building occupying the premises adjoining the herein described premises on the west 136.0 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 12 minutes with the first course of the parcel herein described.

No. 221 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 617.10 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line of LARK STREET; thence easterly and running along the north line of CLINTON AVENUE 23.71 feet; thence northerly making an interior angle of 89 degrees 48 minutes with the last described course and running in part through the centerline of a partywall between the building occupying the premises herein described and the building occupying the premises adjoining the herein described premises on the east 136.0 feet; thence westerly making an interior angle of 90 degrees 12 minutes with the last described course 23.08 feet; thence southerly making an interior angle of 90 degrees 04 minutes with the last described course 136.0 feet to the point and place of beginning; the last described course making an interior angle of 89 degrees 56 minutes with the first course of the parcel herein described.

No. 229 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 528.66 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line of LARK STREET; thence easterly and running along the north line of CLINTON AVENUE 22.44 feet; thence northerly making an interior angle of 90 degrees 18 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the northerly extension thereof 136.0 feet; thence westerly making an interior angle of 89 degrees 42 minutes with the last described course 22.80 feet; thence southerly making an interior angle of 90 degrees 09 minutes with the last described course and in part along the west face of the west wall of the building occupying the premises herein described and the northerly extension thereof 136.0 feet to the point and place of beginning; the last described course making an interior angle of 89 degrees 51 minutes with the first course of the parcel herein described.

No. 231 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 506.03 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line of LARK STREET; thence easterly and running along the north line of CLINTON AVENUE 22.63 feet; thence northerly making an interior angle of 90 degrees 09 minutes with the last described course 136.0 feet; thence westerly making an interior angle of 89 degrees 51 minutes with the last described course 23.07 feet; thence southerly making an interior angle of 89 degrees 58 minutes with the last described course and in part along the west face of the west wall of the building occupying the premises herein described and the northerly extension thereof 136.0 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 02 minutes with the first course of the parcel herein described.

No. 235-237 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 438.81 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line of LARK STREET; thence easterly and running along the north line of CLINTON AVENUE 42.50 feet; thence northerly making an interior angle of 89 degrees 53 minutes with the last described course 136.0 feet; thence westerly making an interior angle of 90 degrees 07 minutes with the last described course 45.40 feet; thence southerly making an interior angle of 89 degrees 53 minutes with the last described course 29.0 feet; thence easterly making an interior angle of 90 degrees 07 minutes with the last described course 2.90 feet; thence southerly making an interior angle of 269 degrees 53 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the northerly extension thereof 107.0 to the point and place of beginning; the last described course making an interior angle of 90 degrees 07 minutes with the first course of the parcel herein described.

No. 256 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the south line of CLINTON AVENUE said point being 220.25 feet easterly as measured along the south line of CLINTON AVENUE from its intersection with the east line of LARK STREET; thence easterly and running along the south line of CLINTON AVENUE 22.02 feet; thence southerly making an interior angle of 90 degrees 00 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the southerly extension thereof 85.50 feet; thence westerly making an

interior angle of 90 degrees 00 minutes with the last described course 22.02 feet; thence northerly making an interior angle of 90 degrees 00 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the southerly extension thereof 85.50 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 00 minutes with the first course of the parcel herein described.

No. 257 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 216.07 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line of LARK STREET; thence easterly and running along the north line of CLINTON AVENUE 24.06 feet; thence northerly making an interior angle of 90 degrees 23 minutes with the last described course 125.0 feet; thence westerly making an interior angle of 89 degrees 37 minutes with the last described course 23.41 feet; thence southerly making an interior angle of 90 degrees 41 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the northerly extension thereof 125.0 feet to the point and place of beginning; the last described course making an interior angle of 89 degrees 19 minutes with the first course of the parcel herein described.

No. 258 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the south line of CLINTON AVENUE said point being 198.17 feet easterly as measured along the south line of CLINTON AVENUE from its intersection with the east line of LARK STREET; thence easterly and running along the south line of CLINTON AVENUE 22.08 feet; thence southerly making an interior angle of 90 degrees 00 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the southerly extension thereof 85.50 feet; thence westerly making an interior angle of 90 degrees 00 minutes with the last described course 22.28 feet; thence northerly making an interior angle of 89 degrees 52 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the southerly extension thereof 85.50 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 08 minutes with the first course of the parcel herein described.

No. 259 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 192.04 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line of LARK STREET; thence easterly and running along the north line of CLINTON AVENUE 24.03 feet; thence northerly making an interior angle of 90 degrees 41 minutes with the last described course and in part along the east face of the east wall of the building occupying the premises herein described and the northerly extension thereof 125.0 feet; thence westerly making an interior angle of 89 degrees 19 minutes with the last described course 24.10 feet; thence southerly making an interior angle of 90 degrees 39 minutes with the last described course 125.0 feet to the point and place of beginning; the last described course making an interior angle of 89 degrees 21 minutes with the first course of the parcel herein described.

No. 261 CLINTON AVENUE

ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 168.11 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line of LARK STREET; thence easterly and running along the north line of CLINTON AVENUE 23.93 feet; thence northerly making an interior angle of 90 degrees 39 minutes with the last described course 125.0 feet; thence westerly making an interior angle of 89 degrees 21 minutes with the last described course 25.64 feet; thence southerly making an interior angle of 89 degrees 52 minutes with the last described course 125.00 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 08 minutes with the first course of the parcel herein described.

No. 263 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 144.05 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line of LARK STREET; thence easterly and running along the north line of CLINTON AVENUE 24.06 feet; thence northerly making an interior angle of 89 degrees 52 minutes with the last described course 125.0 feet; thence westerly making an interior angle of 90 degrees 08 minutes with the last described course 24.17 feet; thence southerly making an interior angle of 89 degrees 49 minutes with the last described course and in part along the west face of the west wall of the building occupying the premises herein described and the northerly extension thereof 125.00 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 11 minutes with the first course of the parcel herein described.

No. 265 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 119.99 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line of LARK STREET; thence easterly and running along the north line of CLINTON AVENUE 24.06 feet; thence northerly making an interior angle of 89 degrees 49 minutes with the last described course 120.0 feet; thence westerly making an interior angle of 90 degrees 11 minutes with the last described course 23.78 feet; thence southerly making an interior angle of 89 degrees 57 minutes with the last described course and in part along the west face of the west wall of the building occupying the premises herein described and the northerly extension thereof 120.0 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 03 minutes with the first course of the parcel herein described.

No. 266 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the south line of CLINTON AVENUE said point being 110.03 feet easterly as measured along the south line of CLINTON AVENUE from its intersection with the east line of LARK STREET; thence easterly and running along the south line of CLINTON AVENUE 22.11 feet; thence southerly making an interior angle of 90 degrees 03 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the southerly extension thereof 85.50 feet; thence westerly making an interior angle of 89 degrees 57 minutes with the last described course 22.11 feet; thence northerly making an interior

angle of 90 degrees 03 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the southerly extension thereof 85.50 feet to the point and place of beginning; the last described course making an interior angle of 89 degrees 57 minutes with the first course of the parcel herein described.

No. 267 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 96.08 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line of LARK STREET; thence easterly and running along the north line of CLINTON AVENUE 23.91 feet; thence northerly making an interior angle of 89 degrees 57 minutes with the last described course 130.0 feet; thence westerly making an interior angle of 90 degrees 03 minutes with the last described course 25.20 feet; thence southerly making an interior angle of 89 degrees 23 minutes with the last described course and in part along the west face of the west wall of the building occupying the premises herein described and the northerly extension thereof 130.00 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 37 minutes with the first course of the parcel herein described.

No. 268 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the south line of CLINTON AVENUE said point being 88.03 feet easterly as measured along the south line of CLINTON AVENUE from its intersection with the east line of LARK STREET; thence easterly and running along the south line of CLINTON AVENUE 22.00 feet; thence southerly making an interior angle of 90 degrees 03 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the southerly extension thereof 85.50 feet; thence westerly making an interior angle of 89 degrees 57 minutes with the last described course 22.60 feet; thence northerly making an interior angle of 89 degrees 39 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the southerly extension thereof 85.50 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 21 minutes with the first course of the parcel herein described.

No. 269 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 71.21 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line of LARK STREET; thence easterly and running along the north line of CLINTON AVENUE 24.87 feet; thence northerly making an interior angle of 89 degrees 23 minutes with the last described course 125.0 feet; thence westerly making an interior angle of 90 degrees 37 minutes with the last described course 22.90 feet; thence southerly making an interior angle of 90 degrees 17 minutes with the last described course and in part along the west face of the west wall of the building occupying the premises herein described and the northerly extension thereof 125.00 feet to the point and place of beginning; the last described course making an interior angle of 89 degrees 43 minutes with the first course of the parcel herein described.

No. 270 CLINTON AVENUE  
ALBANY, NY



All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the south line of CLINTON AVENUE said point being 66.20 feet easterly as measured along the south line of CLINTON AVENUE from its intersection with the east line of LARK STREET; thence easterly and running along the south line of CLINTON AVENUE 21.83 feet; thence southerly making an interior angle of 89 degrees 39 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the southerly extension thereof 85.50 feet; thence westerly making an interior angle of 90 degrees 21 minutes with the last described course 21.83 feet; thence northerly making an interior angle of 89 degrees 39 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the southerly extension thereof 85.50 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 21 minutes with the first course of the parcel herein described.

No. 271 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 48.24 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line of LARK STREET; thence easterly and running along the north line of CLINTON AVENUE 22.97 feet; thence northerly making an interior angle of 90 degrees 17 minutes with the last described course and in part along the east face of the east wall of the building occupying the premises herein described and the northerly extension thereof 90.00 feet; thence westerly making an interior angle of 89 degrees 43 minutes with the last described course 23.81 feet; thence southerly making an interior angle of 89 degrees 45 minutes with the last described course and in part along the west face of the west wall of the building occupying the premises herein described and the northerly extension thereof 90.00 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 15 minutes with the first course of the parcel herein described.

No. 272 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the south line of CLINTON AVENUE said point being 44.20 feet easterly as measured along the south line of CLINTON AVENUE from its intersection with the east line of LARK STREET; thence easterly and running along the south line of CLINTON AVENUE 22.00 feet; thence southerly making an interior angle of 89 degrees 39 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the southerly extension thereof 85.50 feet; thence westerly making an interior angle of 90 degrees 21 minutes with the last described course 21.08 feet; thence northerly making an interior angle of 90 degrees 16 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the southerly extension thereof 85.50 feet to the point and place of beginning; the last described course making an interior angle of 89 degrees 44 minutes with the first course of the parcel herein described.

No. 279 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 20.34 feet westerly as measured along the north line of CLINTON AVENUE from its intersection with the west line of LARK STREET; thence westerly and running along the north line of CLINTON AVENUE 18.02 feet; thence northerly making an interior angle of 90 degrees 05 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the northerly extension thereof 73.58 feet; thence easterly making an interior angle of 90 degrees 28 minutes with the last described course 18.06 feet; thence southerly making an interior angle of 89 degrees 30 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the northerly extension thereof 73.75 feet to the point and place of beginning; the last described course making an interior angle of 89 degrees 57 minutes with the first course of the parcel herein described.

No. 281 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 38.35 feet westerly as measured along the north line of CLINTON AVENUE from its intersection with the west line of LARK STREET; thence westerly and running along the north line of CLINTON AVENUE 18.10 feet; thence northerly making an interior angle of 89 degrees 58 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the northerly extension thereof 73.41 feet; thence easterly making an interior angle of 90 degrees 35 minutes with the last described course 17.95 feet; thence southerly making an interior angle of 89 degrees 32 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the northerly extension thereof 73.58 feet to the point and place of beginning; the last described course making an interior angle of 89 degrees 55 minutes with the first course of the parcel herein described.

No. 283 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 56.45 feet westerly as measured along the north line of CLINTON AVENUE from its intersection with the west line of LARK STREET; thence westerly and running along the north line of CLINTON AVENUE 18.03 feet; thence northerly making an interior angle of 89 degrees 57 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the northerly extension thereof 73.24 feet; thence easterly making an interior angle of 90 degrees 36 minutes with the last described course 18.01 feet; thence southerly making an interior angle of 89 degrees 25 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the northerly extension thereof 73.41 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 02 minutes with the first course of the parcel herein described.

No. 287 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 98.10 feet westerly as measured along the north line of CLINTON AVENUE from its intersection with the west line of LARK STREET; thence westerly and running along the north line of CLINTON AVENUE 20.05 feet; thence northerly making an interior angle of 90 degrees 05 minutes with the last described course and running in part along the west face of the west wall

of the building occupying the premises herein described and the northerly extension thereof 140.0 feet; thence easterly making an interior angle of 89 degrees 55 minutes with the last described course 20.38 feet; thence southerly making an interior angle of 89 degrees 57 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the northerly extension thereof 140.0 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 03 minutes with the first course of the parcel herein described.

No. 288 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the south line of CLINTON AVENUE said point being 109.88 feet westerly as measured along the south line of CLINTON AVENUE from its intersection with the west line of LARK STREET; thence westerly and running along the south line of CLINTON AVENUE 21.99 feet; thence southerly making an interior angle of 90 degrees 28 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the southerly extension thereof 90.00 feet; thence easterly making an interior angle of 89 degrees 32 minutes with the last described course 21.65 feet; thence northerly making an interior angle of 90 degrees 41 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the southerly extension thereof 90.00 feet to the point and place of beginning; the last described course making an interior angle of 89 degrees 19 minutes with the first course of the parcel herein described.

No. 289 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 118.15 feet westerly as measured along the north line of CLINTON AVENUE from its intersection with the west line of LARK STREET; thence westerly and running along the north line of CLINTON AVENUE 22.06 feet; thence northerly making an interior angle of 89 degrees 49 minutes with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the northerly extension thereof 140.0 feet; thence easterly making an interior angle of 90 degrees 11 minutes with the last described course 21.41 feet; thence southerly making an interior angle of 90 degrees 05 minutes with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the northerly extension thereof 140.0 feet to the point and place of beginning; the last described course making an interior angle of 89 degrees 55 minutes with the first course of the parcel herein described.

No. 294 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the south line of CLINTON AVENUE said point being 176.02 feet westerly as measured along the south line of CLINTON AVENUE from its intersection with the west line of LARK STREET; thence westerly and running along the south line of CLINTON AVENUE 22.05 feet; thence southerly making an interior angle of 89 degrees 55 minutes 13 seconds with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the southerly extension thereof 86.00 feet; thence easterly making an interior angle of 90 degrees 04 minutes 47 seconds with the last described course 22.00 feet; thence northerly making an interior angle of 89 degrees 57 minutes 13 seconds with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the

southerly extension thereof 86.00 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 02 minutes 47 seconds with the first course of the parcel herein described.

No. 298 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the south line of CLINTON AVENUE said point being 285.45 feet easterly as measured along the south line of CLINTON AVENUE from its intersection with the east line of NORTHERN BOULEVARD; thence easterly and running along the south line of CLINTON AVENUE 22.96 feet; thence southerly making an interior angle of 90 degrees 12 minutes with the last described course 86.00 feet; thence westerly making an interior angle of 89 degrees 48 minutes with the last described course 22.88 feet; thence northerly making an interior angle of 90 degrees 15 minutes 13 seconds with the last described course and running in part along the west face of the west wall of the building occupying the premises herein described and the southerly extension thereof 86.00 feet to the point and place of beginning; the last described course making an interior angle of 89 degrees 44 minutes 47 seconds with the first course of the parcel herein described.

No. 305 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 390.51 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line of NORTHERN BOULEVARD; thence easterly and running along the north line of CLINTON AVENUE 19.00 feet; thence northerly making an interior angle of 89 degrees 44 minutes 35 seconds with the last described course and running in part along the east face of the east wall of the building occupying the premises herein described and the northerly extension thereof 146.0 feet; thence westerly making an interior angle of 90 degrees 15 minutes 25 seconds with the last described course 19.00 feet; thence southerly making an interior angle of 89 degrees 44 minutes 35 seconds with the last described course and running in part through the centerline of a partywall between the building occupying the premises herein described and the building occupying the premises adjoining the herein described premises on the west 146.0 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 15 minutes 25 seconds with the first course of the parcel herein described.

No. 317 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 272.93 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line of NORTHERN BOULEVARD; thence easterly and running along the north line of CLINTON AVENUE 22.47 feet; thence northerly making an interior angle of 89 degrees 39 minutes 11 seconds with the last described course 150.00 feet; thence westerly making an interior angle of 90 degrees 20 minutes 49 seconds with the last described course 22.38 feet; thence southerly making an interior angle of 89 degrees 39 minutes 42 seconds with the last described course 150.00 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 20 minutes 18 seconds with the first course of the parcel herein described.

No. 321 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 225.22 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line of NORTHERN BOULEVARD; thence easterly and running along the north line of CLINTON AVENUE 25.00 feet; thence northerly making an interior angle of 90 degrees 00 minutes with the last described course 125.00 feet; thence westerly making an interior angle of 90 degrees 00 minutes with the last described course 25.00 feet; thence southerly making an interior angle of 90 degrees 00 minutes with the last described course 125.00 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 00 minutes with the first course of the parcel herein described.

No. 20 TEN BROECK STREET  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the west line of TEN BROECK STREET said point being 21.67 feet southerly as measured along the west line of FIRST STREET from its intersection with the south line on FIRST STREET; thence southerly and running along the west line of TEN BROECK STREET 21.77 feet; thence westerly making an interior angle of 89 degrees 54 minutes with the last described course 45.00 feet; thence continuing northwesterly and making an interior angle of 163 degrees 33 minutes with the last described course 56.42 feet; thence northeasterly making an interior angle of 79 degrees 05 minutes with the last described course 21.66 feet to a point; thence southeasterly making an interior angle of 101 degrees 01 minutes with the last described course 46.33 feet to a point; thence easterly making an interior angle of 195 degrees 50 minutes with the last described course 44.66 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 37 minutes with the first course of the parcel herein described.

No. 59 TEN BROECK STREET  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the east line of TEN BROECK STREET said point being 302.50 feet easterly as measured along the east line of TEN BROECK STREET from its intersection with the north line on WILSON STREET; thence northerly and running along the north line of TEN BROECK STREET 16.69 feet; thence easterly making an interior angle of 93 degrees 13 minutes with the last described course 125.00 feet; thence southerly making an interior angle of 86 degrees 47 minutes with the last described course 16.69 feet; thence westerly making an interior angle of 93 degrees 13 minutes with the last described course 125.00 feet to the point and place of beginning; the last described course making an interior angle of 86 degrees 47 minutes with the first course of the parcel herein described.

No. 75 TEN BROECK STREET  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the east line of TEN BROECK STREET said point being 492.41 feet easterly as measured along the east line of TEN BROECK STREET from its intersection with the north line on WILSON STREET; thence northerly and running along the north line of TEN BROECK STREET 22.32 feet; thence easterly making an interior angle of 92 degrees 11 minutes 01 seconds with the last described course 130.83 feet; thence southerly making an

interior angle of 87 degrees 48 minutes 59 seconds with the last described course 22.32 feet; thence westerly making an interior angle of 92 degrees 11 minutes 01 seconds with the last described course 130.83 feet to the point and place of beginning; the last described course making an interior angle of 87 degrees 48 minutes 59 seconds with the first course of the parcel herein described.

No. 83 TEN BROECK STREET  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the east line of TEN BROECK STREET said point being 587.80 feet easterly as measured along the east line of TEN BROECK STREET from its intersection with the north line on WILSON STREET; thence northerly and running along the north line of TEN BROECK STREET 25.00 feet; thence easterly making an interior angle of 91 degrees 42 minutes with the last described course 130.00 feet; thence southerly making an interior angle of 88 degrees 15 minutes with the last described course 24.40 feet; thence westerly making an interior angle of 92 degrees 10 minutes with the last described course 130.00 feet to the point and place of beginning; the last described course making an interior angle of 88 degrees 20 minutes with the first course of the parcel herein described.

No. 85 TEN BROECK STREET  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the east line of TEN BROECK STREET said point being 612.81 feet easterly as measured along the east line of TEN BROECK STREET from its intersection with the north line on WILSON STREET; thence northerly and running along the north line of TEN BROECK STREET 25.10 feet; thence easterly making an interior angle of 92 degrees 02 minutes 26 seconds with the last described course 130.05 feet; thence southerly making an interior angle of 87 degrees 54 minutes 34 seconds with the last described course 25.87 feet; thence westerly making an interior angle of 91 degrees 45 minutes with the last described course 130.00 feet to the point and place of beginning; the last described course making an interior angle of 88 degrees 18 minutes with the first course of the parcel herein described.

**ALBANY LAND BANK PARCELS:**

No. 79 NORTH HAWK STREET  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the east line of NORTH HAWK STREET, said point being 62.72 feet northerly as measured along the east line of NORTH HAWK STREET from its intersection with the north line on CLINTON AVENUE; thence northerly and running along the east line of NORTH HAWK STREET 19.09 feet; thence easterly making an interior angle of 90 degrees 00 minutes with the last described course and running parallel with the northerly bounds of CLINTON AVENUE 60.78 feet; thence southerly making an interior angle of 87 degrees 54 minutes with the last described course 18.81 feet; thence easterly making an interior angle of 92 degrees 06 minutes and running parallel with the northerly bounds of CLINTON AVENUE 15.66 feet; thence southerly making an interior angle of 270 degrees 00 minutes with the last described course and running parallel with the easterly bounds of NORTH HAWK STREET 0.28 feet; thence easterly making an interior angle of 90 degrees 00 minutes and running parallel with the northerly bounds of CLINTON AVENUE 44.51 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 00 minutes with the first course of the parcel herein described.

No. 233 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 481.31 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line of LARK STREET; thence easterly and running along the north line of CLINTON AVENUE 24.72 feet; thence northerly making an interior angle of 89 degrees 58 minutes with the last described course and in part along the west face of the west wall of the building occupying the premises to the east and the northerly extension thereof 136.0 feet; thence westerly making an interior angle of 90 degrees 02 minutes with the last described course 24.91 feet; thence southerly making an interior angle of 89 degrees 53 minutes with the last described course 136.0 feet to the point and place of beginning; the last described course making an interior angle of 90 degrees 07 minutes with the first course of the parcel herein described.

**VICTORY CHRISTIAN CHURCH PARCELS**

No. 243 & 245 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 336.87 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line of LARK STREET; thence easterly and running along the north line of CLINTON AVENUE 48.96 feet; thence northerly making an interior angle of 90 degrees 23 minutes with the last described course 125.00 feet; thence easterly making an interior angle of 270 degrees with the last described course 24.06 feet; thence northerly making an interior angle of 90 degrees with the last described course 11.92 feet; thence westerly making an interior angle of 90 degrees with the last described course 72.10 feet; thence southerly making an interior angle of 90 degrees 23 minutes with the last described course 136.92 feet to the point and place of beginning; the last described course making an interior angle of 87 degrees 37 minutes with the first course of the parcel herein described.

No. 255 CLINTON AVENUE  
ALBANY, NY

All that parcel of land situate in the City of Albany, County of Albany, State of New York, bounded and described as follows:

BEGINNING at a point in the north line of CLINTON AVENUE said point being 240.13 feet easterly as measured along the north line of CLINTON AVENUE from its intersection with the east line of LARK STREET; thence easterly and running along the north line of CLINTON AVENUE 96.12 feet; thence northerly making an interior angle of 90 degrees 23 minutes with the last described course 125.00 feet; thence westerly making an interior angle of 89 degrees 37 minutes with the last described course 96.12 feet; thence southerly making an interior angle of 90 degrees 23 minutes with the last described course 125.00 feet to the point and place of beginning; the last described course making an interior angle of 89 degrees 37 minutes with the first course of the parcel herein described.