

ACCESS AND PARKING EASEMENT

This Access and Parking Easement (the “**Agreement**”) is made as of [_____, 2023] (the “**Effective Date**”), by and between [BUYER ENTITY TO BE INSERTED], a Delaware limited liability company, having an address c/o Jadian Capital, 4 Star Point, Suite 204, Stamford, Connecticut 06902 (“**445 Owner**”) and 445-449 S MAIN ST LLC, a New York limited liability company, having an address at 836 North Landing Road, Rochester, New York 14625 (“**449 Owner**”).

W I T N E S S E T H:

WHEREAS, 445 Owner is the owner of a certain parcel of land commonly known as 445-447 South Main Street, North Syracuse, New York, as described on **Exhibit A** annexed hereto and made a part hereof (said parcel of land is hereinafter called the “**445 Parcel**”);

WHEREAS, 449 Owner is the owner of a certain parcel of land commonly known as 449 South Main Street, North Syracuse, New York, as described on **Exhibit B** annexed hereto and made a part hereof (said parcel of land is hereinafter called the “**449 Parcel**”);

WHEREAS, the 445 Parcel and the 449 Parcel are contiguous, adjoining, and have a common boundary line;

WHEREAS, as used in this Agreement: the term (w)(i) “**Property**” shall mean (1) the 445 Parcel as to the 445 Owner and (2) the 449 Parcel as to 449 Owner and (ii) “**Properties**” shall mean the 445 Parcel and the 449 Parcel; (x) “**Grantor**” shall refer to a Party when such Party grants a benefit to the other Party thereby burdening Grantor’s Property; (y) “**Grantee**” shall refer to a Party when such Party receives a benefit to its Property from the other Party; and (z) “**Owner(s)**” shall mean the record owner(s) then in title of the respective 445 Parcel and 449 Parcel;

WHEREAS, the Owner of the 445 Parcel and the Owner of the 449 Parcel are jointly referred to herein as the “**Parties**” and individually as a “**Party**”;

WHEREAS, each Party as Grantor hereby has agreed, subject to and in accordance with the terms of this Agreement, to grant to the other Party as Grantee a perpetual, non-exclusive easement over and through that certain portion of Grantor’s Property as depicted in the dotted area labeled as “30’ Cross Access Easement” shown on **Exhibit C** attached hereto and made part hereof (such depicted portion of the 445 Parcel is hereinafter called the “**445 Easement Area**” and such depicted portion of the 449 Parcel is hereinafter called the “**449 Easement Area**”; 445 Easement Area and 449 Easement Area, collectively, the “**Easement Areas**”) for the benefit of Grantee’s Property, such that Grantee’s Property shall have a perpetual, non-exclusive easement for vehicular access, ingress and egress to and from Grantee’s Property, as more specifically set forth herein;

WHEREAS, the Owner of the 449 Parcel has agreed, subject to and in accordance with the terms of this Agreement, to grant to the Owner of the 445 Parcel a perpetual, non-exclusive easement over the parking areas located on the 449 Parcel as depicted in the shaded area labeled as “Parking Easement Area” shown on **Exhibit C** attached hereto and made part hereof

(such depicted portion of the 449 Parcel is hererinafter called the “**Parking Easement Area**”) for the benefit of the 445 Parcel, such that the 445 Parcel shall have a perpetual, non-exclusive easement for vehicular access and use of parking spaces and related accessways and driving lanes for the purpose of parking, as more specifically set forth herein; and

WHEREAS, the Parties now desire to establish certain rights, obligations and restrictions with respect to the Properties in connection with such access and parking.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Grants.

(a) 445 Easement Area. 445 Owner (in its capacity as Grantor), as the Owner of the 445 Parcel, hereby grants, conveys and transfers forever to 449 Owner (in its capacity as Grantee) and 449 Owner’s heirs, successors and assigns, and to any other person or entity who, from time to time, shall be the Owner of the 449 Parcel, and his/her/its respective heirs, successors and assigns, and his/her/its respective Beneficiaries (as hereinafter defined), a perpetual, permanent and non-exclusive easement on, over and across the 445 Easement Area for vehicular ingress and egress to (and from) the 449 Parcel to (and from) South Bay Road. The Owner of the 449 Parcel shall use, and shall cause its Beneficiaries to use, the easements granted hereunder in a reasonable manner and for their intended purposes, and shall not obstruct or otherwise use any easement, or permit any of the Beneficiaries to use any easement, in a manner that would materially or unreasonably interfere with the use and operation of the 445 Parcel. For the purposes of this Section, temporary closures of easement areas for maintenance, repairs, and/or replacements shall not be considered a material impairment of easement rights provided that the temporary closure is for a reasonable period of time under the prevailing circumstances. As used herein, the term “**Beneficiaries**” shall mean the occupants, tenants, employees, agents, customers and invitees (and such occupant’s or tenant’s employees, agents, customers and invitees) of such Owner.

(b) 449 Easement Area. 449 Owner (in its capacity as Grantor), as the Owner of the 449 Parcel, hereby grants, conveys and transfers forever to 445 Owner (in its capacity as Grantee) and 445 Owner’s heirs, successors and assigns, and to any other person or entity who, from time to time, shall be the Owner of the 445 Parcel, and his/her/its respective heirs, successors and assigns, and his/her/its respective Beneficiaries, a perpetual, permanent and non-exclusive easement on, over and across the 449 Easement Area for vehicular ingress and egress to (and from) the 445 Parcel to (and from) South Main Street. The Owner of the 445 Parcel shall use, and shall cause its Beneficiaries to use, the easements granted hereunder in a reasonable manner and for their intended purposes, and shall not obstruct or otherwise use any easement, or permit any of the Beneficiaries to use any easement, in a manner that would materially or unreasonably interfere with the use and operation of the 449 Parcel. For the purposes of this Section, temporary closures of easement areas for maintenance, repairs, and/or replacements shall not be considered a material impairment of easement rights provided that the temporary closure is for a reasonable period of time under the prevailing circumstances.

(c) Parking Easement Area. 449 Owner (in its capacity as Grantor), as the Owner of the 449 Parcel, hereby grants, conveys and transfers forever to 445 Owner (in its capacity as Grantee) and 445 Owner's heirs, successors and assigns, and to any other person or entity who, from time to time, shall be the Owner of the 445 Parcel, and his/her/its respective heirs, successors and assigns, and his/her/its respective Beneficiaries, a perpetual, permanent and non-exclusive easement on, over and across the Parking Easement Area for vehicular access and use of parking spaces for parking of vehicles (and related accessways and driving lanes (which may include access to the Parking Easement Area via the 449 Easement Area) for access to (and from) such parking spaces). The Owner of the 445 Parcel shall use, and shall cause its Beneficiaries to use, the easements granted hereunder in a reasonable manner and for their intended purposes, and shall not obstruct or otherwise use any easement, or permit any of the Beneficiaries to use any easement, in a manner that would materially or unreasonably interfere with the use and operation of the 449 Parcel.

2. Maintenance and Repair.

(a) Each Owner shall be responsible for the costs and the performance of the maintenance, replacement and/or repair of its own Property so as to keep such areas in good condition and repair and in compliance with all applicable governmental requirements. Notwithstanding the foregoing, if and to the extent any damage to any portion of either Property is directly caused by, or attributable to the other Owner (e.g., with respect to the 445 Parcel, the Owner of the 449 Parcel) or such Owner's Beneficiaries, such other Owner shall bear the full repair and maintenance costs related thereto.

(b) Maintenance of Properties shall include, without limitation, all actions, which are required in order to comply with the laws, rules, regulations, codes and ordinances of the Village of North Syracuse, Onondaga County and State of New York and all other governmental entities and agencies and quasi-governmental entities having jurisdiction over the Properties.

3. Restrictions on Use of 449 Parcel. The 449 Parcel shall not be used or occupied for any of the uses set forth on **Exhibit D** attached hereto and made a part hereof. Any change to **Exhibit D** must be made by written amendment signed by the Parties and recorded in the appropriate land records of Onondaga County, New York.

4. Restrictions on Use of 445 Parcel. For so long as the 449 Parcel is being principally used as an Ice Cream Shop (as hereinafter defined), the 445 Parcel shall not be principally used as an Ice Cream Shop. As used herein, the term "**Ice Cream Shop**" shall mean a business whose primary use is for the sale of ice cream for on-site consumption by customers. For the avoidance of doubt, a restaurant or other food service establishment where food is prepared for consumption on-premises or for "take-out" consumption that serves ice cream as a menu item shall not be deemed a use in violation of this Section 4 and such use is a permitted use of the 445 Parcel.

5. Insurance. Each Owner shall procure and maintain in full force and effect, at their respective sole cost and expense, reasonably satisfactory comprehensive general liability insurance for such Owner's Property and against claims for bodily or personal injury (including contractual liability arising under the indemnity contained in Section 6 below), death or property

damage occurring upon, in or about such Owner's Property, with single limited coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, including umbrella coverage, if any, and naming each other Owner as additional insured thereunder. In connection with any work permitted to be performed on the other Owner's Property, if any, the Owner performing such work shall carry and maintain (and cause its contractors and agents performing such work to carry and maintain) insurance coverage of an amount and type reasonably acceptable to the other Owner during the duration of the performance of such work. Upon request, each Owner shall provide the other Owner with copies of the insurance policies required by this Section. Each Owner shall insure that its policy names the other Owner as an additional insured. In addition, if available, each policy shall contain a cross liability endorsement in which the rights of the named insured shall not be prejudiced with respect to any action by one named insured against another named insured. Each policy shall be endorsed to state that it (i) is primary and that any insurance available to the additional insureds shall be excess and not contributory and (ii) shall not be canceled without thirty (30) days' written notice to the other Owner. Each Owner shall provide the other Owner with annual evidence of insurance from the insurer certifying that all of the insurance required herein is in place and includes the required limits, terms, and conditions.

6. Indemnity.

(a) The Owner of the 449 Parcel shall indemnify, defend, and hold harmless the Owner of the 445 Parcel, its officers, agents, employees, occupants, tenants, customers and invitees from and against any and all liabilities, damages, losses, claims, costs and expenses (including reasonable attorneys' fees), suffered by the Owner of the 445 Parcel as a result of the negligent or willful act or omission of the Owner of the 449 Parcel and its agents, employees, invitees, guests or contractors, in connection with the exercise of the rights and/or obligations of the Owner of the 449 Parcel hereunder or the use of the 445 Easement Area. The foregoing indemnity obligations shall not be affected or limited by any insurance carried by the Owner of the 445 Parcel.

(b) The Owner of the 445 Parcel shall indemnify, defend, and hold harmless the Owner of the 449 Parcel, its officers, agents, employees, occupants, tenants, customers and invitees from and against any and all liabilities, damages, losses, claims, costs and expenses (including reasonable attorneys' fees), suffered by the Owner of the 449 Parcel as a result of the negligent or willful act or omission of the Owner of the 445 Parcel and its agents, employees, invitees, guests or contractors, in connection with the exercise of the rights and/or obligations of the Owner of the 445 Parcel hereunder or the use of the 449 Easement Area. The foregoing indemnity obligations shall not be affected or limited by any insurance carried by the Owner of the 449 Parcel.

7. Term of Agreement. The 445 Parcel and the 449 Parcel shall be owned, sold, leased, mortgaged, encumbered, rented, developed, improved, conveyed, graded, landscaped, maintained, repaired, occupied and used subject to the covenants, conditions, restrictions, easements, rights, and other protective and beneficial provisions set forth in this Agreement, each and all of which (i) are hereby expressly imposed on and against each Owner as servitudes in favor of and for the use and benefit of the other Owner, (ii) are hereby expressly declared to be binding upon the Properties and on all current and future Owners of the Properties or any part thereof, and

(iii) shall run with the land and each and every part thereof, inuring to the benefit of and being a burden upon the Properties and shall bind all current and future Owners of the Properties. Following recordation of this Agreement, any conveyance, transfer, sale, hypothecation, encumbrance, assignment, lease or sublease of all or any portion of the 445 Parcel or the 449 Parcel made by an Owner shall be and hereby is deemed to incorporate by reference the provisions of this Agreement, as the same may from time to time be amended. The covenants contained in this Agreement shall be covenants running with the land, subject to amendment or termination as set forth in Section 9(m) below.

8. Easement Superior. Each Owner hereby represents that no mortgage presently encumbers the whole or any portion of the land constituting such Owner's Property. Each Owner hereby represents, covenants and agrees that this Agreement, and the easement granted hereby, is and at all times shall continue to be superior to any and all mortgages, ground leases and other liens or title encumbrances which now or at any time in the future may encumber the whole or any portion of the land constituting such Owner's Property.

9. Miscellaneous.

(a) Recording. Promptly after the execution and delivery of this Agreement by each of the parties hereto, the Parties shall (and shall share the cost and expense, if any) cause this Agreement to be duly recorded in the appropriate land records of Onondaga County, New York.

(b) Further Assurances. Each Owner shall execute such other and further documents and instruments reasonably requested by the other Owner to more clearly evidence and carry out the provisions of this Agreement, provided that same does not increase the obligations or decrease the rights of such Owner, in each case, unless otherwise provided herein, at the requesting Owner's expense.

(c) No Public Dedication. Nothing contained in this Agreement shall be deemed to constitute a dedication of any real property interest to any governmental body or agency or to the general public, nor be construed to create any rights in or for the benefit of any persons other than the Parties hereto, it being the intention of the Parties hereto that this Agreement shall be strictly limited to and for the purposes stated in this Agreement.

(d) Effect of a Breach. A breach by any Owner of any of its obligations hereunder shall not terminate the easements and other rights granted to such Owner hereunder.

(e) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

(f) Attorneys' Fees. If there is any legal action or proceeding to enforce or interpret any provision of this Agreement or to protect or establish any right or remedy of any Owner, the Owner that is the unsuccessful party to such action or proceeding, shall pay to the Owner that is the prevailing party as finally determined, all costs and expenses, including attorneys' fees and costs, incurred by such prevailing party in such action or proceeding, in enforcing such judgment, and in connection with any appeal from such judgment. Attorneys' fees and costs incurred in enforcing any judgment or in connection with any appeal shall be recoverable separately from and in addition to any other amount included in such judgment. This Paragraph

9(f) is intended to be severable from the other provisions of this Agreement, and the prevailing party's rights hereunder shall not merge into any judgment and this Section and any judgment shall survive until all such fees and costs have been paid.

(g) Notices. All notices and demands of any kind which any Owner may be required or may desire to serve in connection with this Agreement shall be in writing and may be served by email, personal delivery or registered or certified mail, return receipt requested, or by a reliable overnight air courier service. Any notice or demands served by email shall be sent to the email addresses set forth below, or by regular or registered or certified mail shall be deposited in the United States mail, with postage thereon fully prepaid, or by courier with the courier addressed to the parties to be served as follows:

To 445 Owner: [_____ LLC]
c/o Jadian Capital
4 Star Point, Suite 204
Stamford, CT 06902
Attention: Joseph Cridge
Nick Berk
Email: legal@jadiancapital.com
jcridge@jadiancapital.com
nberk@ccpropco.com

With a copy to: Loeb & Loeb LLP
345 Park Avenue, 21st Floor
New York, NY 10154
Attention: Christopher Barbaruolo, Esq.
Email: cbarbaruolo@loeb.com

To 449 Owner: 445-449 S MAIN ST LLC
836 North Landing Road
Rochester, NY 14625
Attention: Eric Antinelli
Email: dewant2001@gmail.com

With a copy to: Bond, Schoeneck & King, PLLC
One Lincoln Center
Syracuse, NY 13202
Attention: Kevin M. Pole, Esq.
Email: kpole@bsk.com

Any party may change its address for notices in the manner set forth above.

(h) Severability. If any provision of this Agreement conflicts with applicable law or is declared invalid, such provision shall be severed from the document and the remainder shall continue to be given full force and effect.

(i) Entire Agreement. This Agreement and the instruments and other agreements to which reference is made herein set forth the entire agreements among the Parties hereto, and no Party hereto shall be deemed to have made any representations, warranties or promises, express or implied, except as provided in this Agreement and in such instruments and other agreements.

(j) Headings. The Section headings are inserted for convenience only and shall not affect construction of this Agreement.

(k) Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart will, for all purposes, be deemed an original instrument, but all such counterparts together will constitute but one and the same agreement.

(l) Waiver of Trial By Jury. Each of the Parties hereto hereby waives all right to trial by jury in any action or proceeding arising out of this Agreement. Each Party to this Agreement shall have all remedies available at law or equity, including injunctive relief, in the event of any breach, default, or threatened breach or default by any Party under this Agreement.

(m) Modification. Except as otherwise provided in this Agreement, this Agreement may be amended or terminated only by an instrument signed by the Owner of the 445 Parcel and the Owner of the 449 Parcel. Any amendment to or termination of this Agreement shall be recorded in the appropriate land records of Onondaga County.

(n) No Partnership. No Party hereto in any way or for any purpose shall be deemed by reason of this Agreement to be a partner of any other Party hereto in the conduct of their respective businesses or a joint venturer or a member of a joint enterprise with such other Party.

(o) Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective heirs, legal representatives, successors (including successors-in-title) and assigns of the Parties hereto. The terms and provisions of this Agreement shall be deemed to be "covenants running with the land," and shall benefit and bind each respective successor-in-title to the Parties hereto with respect to their ownership, use and conveyance of any of the parcels of land identified in this Agreement.

(p) No Waiver. No delay or omission by any Party hereto in exercising any right or power accruing upon any default, non-compliance or failure of performance of any of the provisions of this Agreement by any other Party hereto shall be construed to be a waiver thereof. A waiver by any Party hereto of any of the obligations of any other Party shall not be construed to be a waiver of any subsequent breach of any other term, covenant or agreement set forth in this Agreement.

(q) Time is of the Essence. Time is of the essence with regard to performance under the terms and provisions of this Agreement, and any amendment, modification or revision thereof, with respect to the actions and obligations of each person bound by the terms hereof. No extension of time for payment of any sum due hereunder shall operate to release, discharge, modify, change, or affect the original liability as established hereunder, either in whole or in part.

(r) No Merger. There shall be no merger of this Agreement or of the estates or interests created by this Agreement by reason of the fact that this Agreement or the estates or interests created by this Agreement may be held, directly or indirectly, by or for the account of any person(s) or entity(ies) who shall own all of the Properties or who share common ownership or are otherwise affiliated persons or entities. No such merger shall occur unless and until all persons and entities at the time having an ownership interest in the 445 Parcel and the 449 Parcel and all persons having an interest in this Agreement or in the estates created by this Agreement shall join in a written instrument effecting such merger and shall duly record the same.

(s) Abandonment of Easements. No easement created hereunder shall be presumed abandoned by non-use or the occurrence of damage or destruction of a portion of the real property subject to such easement unless a Party in its capacity as Grantee or the then Owner of the benefited Property, states in writing its intention to abandon such easement.

(t) No Third-Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary or otherwise. Without limiting the generality of the preceding sentence, in no event shall any third parties be entitled to enforce any provision of this Agreement against either (or both) Party(ies).

(u) Exhibits and Schedules. The exhibits and schedules attached hereto shall be deemed to be an integral part of this Agreement. For the avoidance of doubt, the 445 Easement Area, the 449 Easement Area and the Parking Easement Area set forth in Sections 1(a), 1(b) and 1(c) of this Agreement, respectively, are specifically designated and shown on **Exhibit C** attached hereto and made a part hereof.

(v) Recitals. The recitals set forth hereinabove are a material part of this Agreement and are hereby incorporated into this Agreement as if fully set forth herein.

(Signatures and acknowledgements follow on next pages)

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

445 OWNER:

[BUYER ENTITY TO BE INSERTED],
a Delaware limited liability company

By: _____

Name:

Title:

STATE OF _____)

: ss.:

COUNTY OF _____)

On the ____ day of _____ in the year 2023, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature and Office of individual
taking acknowledgement

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A

LEGAL DESCRIPTION OF 445 PARCEL

All that tract or parcel of land situate in the Village of North Syracuse, County of Onondaga, State of New York, and being part of Military Lot 91 and being Lot 2 as shown on a map entitled "Subdivision of Lands of 445-449 S Main St LLC (Partnership) prepared by Dennis Everett, LS PC dated October 6, 2022 and recorded in the Onondaga County Clerk's Office as Map No. 13394; being more particularly bounded and described as follows:

BEGINNING at a point on the southerly line of South Main Street (a.k.a. U.S. Route 11) at its intersection with the division line between the lands now or formerly of 445-449 S Main St LLC as described in Instrument No. 2018-026177 on the south and the lands now or formerly of JR Properties of Central NY, Inc. as described in D.B. 3704 at Page 243 on the northerly; thence South 53 deg. 30 min. 49 sec. East along said division line, a distance of 285.97 feet to a point in the northerly line of South Bay Road (County Road 208); thence South 44 deg. 41 min. 00 sec. West along the said line of South Bay Road (County Road 208), a distance of 187.66 feet to a point; thence North 54 deg. 31 min. 50 sec. West through the said lands of 445-449 S Main St LLC, a distance of 259.08 feet to a point on the said southerly line of South Main Street (a.k.a. U.S. Route 11); thence North 36 deg. 26 min. 00 sec. East along said southerly line of South Main Street (a.k.a. U.S. Route 11), a distance of 190.34 feet to point of beginning. Containing 1.176 acres of lands, more or less.

EXHIBIT B

LEGAL DESCRIPTION OF 449 PARCEL

All that tract or parcel of land situate in the Village of North Syracuse, County of Onondaga, State of New York, and being part of Military Lot 91 and being Lot 1 as shown on a map entitled "Subdivision of Lands of 445-449 S Main St LLC (Partnership) prepared by Dennis Everett, LS PC dated October 6, 2022 and recorded in the Onondaga County Clerk's Office as Map No. 13394; being more particularly bounded and described as follows:

BEGINNING at a point on the southerly line of South Main Street (a.k.a. U.S. Route 11) at its intersection with the division line between the lands now or formerly of 445-449 S Main St LLC as described in Instrument No. 2018-026177 on the north and the lands now or formerly of 451 South Main Street Holdings, LLC of Central NY, Inc. as described in Instrument No, 2022-013223 on the north; thence North 36 deg. 26 min. 00 sec. East along said southerly line of South Main Street (a.k.a. U.S. Route 11), a distance of 140.75 feet to a point; thence South 54 deg. 31 min. 50 sec. East through the said lands of 445-449 S Main St LLC, a distance of 259.08 feet to a point on the northerly line of South Bay Road (County Road 208); thence South 44 deg. 41 min. 00 sec. West along the said line of South Bay Road (County Road 208), a distance of 75.50 feet to a point on the said first mentioned division line; thence along said division line, the following two (2) courses and distances: 1.) North 60 deg. 02 min. 10 sec. West a distance of 129.41 feet to a point; and 2.) North 78 deg. 34 min. 40 sec. West a distance of 132.00 feet to point of beginning. Containing 0.560 acres of lands, more or less.

EXHIBIT C

DEPICTION OF EASEMENT AREAS AND PARKING EASEMENT AREA

Legal Description of Easement Areas

All that tract or parcel of land situate in the Village of North Syracuse, County of Onondaga, State of New York, and being part of Military Lot 91 and being part of Lots 1 & 2 as shown on a map entitled "Subdivision of Lands of 445-449 S Main St LLC (Partnership) prepared by Dennis Everett, LS PC dated October 6, 2022 and recorded in the Onondaga County Clerk's Office as Map No. 13394; being more particularly bounded and described as follows:

COMMENCING at a point on the southerly line of South Main Street (a.k.a. U.S. Route 11) at its intersection with the division line between the Lot 1 as shown on a map entitled "Subdivision of Lands of 445-449 S Main St LLC (Partnership) prepared by Dennis Everett, LS PC dated October 6, 2022 and recorded in the Onondaga County Clerk's Office as Map No. 13394 on the south and Lot 2 as shown said map entitled "Subdivision of Lands of 445-449 S Main St LLC (Partnership) prepared by Dennis Everett, LS PC dated October 6, 2022 and recorded in the Onondaga County Clerk's Office as Map No. 13394 on the north; thence South 36 deg. 26 min. 00 sec. West along said southerly line of South Main Street (a.k.a. U.S. Route 11), a distance of 4.70 feet to the POINT OF BEGINNING; thence South 52 deg. 55 min. 21 sec. East through said Lot 1, a distance of 27.88 feet to a point; thence South 84 deg. 23 min. 04 sec. East through said Lot 1 and said Lot 2, in part by each, a distance of 48.49 feet to a point; thence through said Lot 2, the following two (2) courses and distances: 1.) South 55 deg. 41 min. 57 sec. East a distance of 130.45 feet to a point; and 2.) South 58 deg. 36 min. 15 sec. East a distance of 63.15 feet to a point on the northerly line of South Bay Road (County Road 208); thence South 44 deg. 41 min. 00 sec. West along the said line of South Bay Road (County Road 208), a distance of 30.83 feet to a point; thence through said Lot 1, the following four (4) courses and distances: 1.) North 58 deg. 36 min. 15 sec. sec. West a distance of 56.83 feet to a point; thence 2.) North 55 deg. 41 min. 57 sec. West a distance of 123.54 feet to a point; thence 3.) North 84 deg. 23 min. 04 sec. West a distance of 49.27 feet to a point; and 4.) North 52 deg. 55 min. 21 sec. West a distance of 36.00 feet to a point on the said southerly line of South Main Street (a.k.a. U.S. Route 11); thence North 36 deg. 26 min. 00 sec. East along said southerly line of South Main Street (a.k.a. U.S. Route 11), a distance of 30.00 feet to the point of beginning. Containing 0.184 acres of lands, more or less.

Legal Description of Parking Easement Area

All that tract or parcel of land situate in the Village of North Syracuse, County of Onondaga, State of New York, and being part of Military Lot 91 and being part of Lot 1 as shown on a map entitled "Subdivision of Lands of 445-449 S Main St LLC (Partnership) prepared by Dennis Everett, LS PC dated October 6, 2022 and recorded in the Onondaga County Clerk's Office as Map No. 13394; being more particularly bounded and described as follows:

COMMENCING at a point on the southerly line of South Main Street (a.k.a. U.S. Route 11) at its intersection with the division line between the Lot 1 as shown on a map entitled "Subdivision of Lands of 445-449 S Main St LLC (Partnership) prepared by Dennis Everett, LS PC dated October 6, 2022 and recorded in the Onondaga County Clerk's Office as Map No. 13394 on the south and Lot 2 as shown said map entitled "Subdivision of Lands of 445-449 S Main St LLC (Partnership) prepared by Dennis Everett, LS PC dated October 6, 2022 and recorded in the Onondaga County Clerk's Office as Map No. 13394 on the north; thence South 36 deg. 26 min. 00 sec. West along said southerly line of South Main Street (a.k.a. U.S. Route 11), a distance of 34.70 feet to the POINT OF BEGINNING; thence through said Lot 1, the following ten (10) courses and distances: 1.) South 52 deg. 55 min. 21 sec. East a distance of 36.00 feet to a point; thence 2.) South 84 deg. 23 min. 04 sec. East a distance of 49.27 feet to a point; thence 3.) South 55 deg. 41 min. 57 sec. East a distance of 123.54 feet to a point; thence 4.) South 58 deg. 36 min. 15 sec. East a distance of 51.13 feet to a point; thence 5.) South 42 deg. 26 min. 10 sec. West a distance of 18.77 feet to a point; thence 6.) North 58 deg. 23 min. 36 sec. West a distance of 43.45 feet to a point; thence 7.) North 56 deg. 15 min. 08 sec. West a distance of 124.73 feet to a point; thence 8.) South 38 deg. 02 min. 06 sec. West a distance of 10.33 feet to a point; thence 9.) North 75 deg. 37 min. 58 sec. West a distance of 57.79 feet to a point; and 10.) North 52 deg. 54 min. 50 sec. West a distance of 28.99 feet to a point on the said southerly line of South Main Street (a.k.a. U.S. Route 11); thence North 36 deg. 26 min. 00 sec. East along said southerly line of South Main Street (a.k.a. U.S. Route 11), a distance of 25.96 feet to the point of beginning. Containing 0.123 acres of lands, more or less.

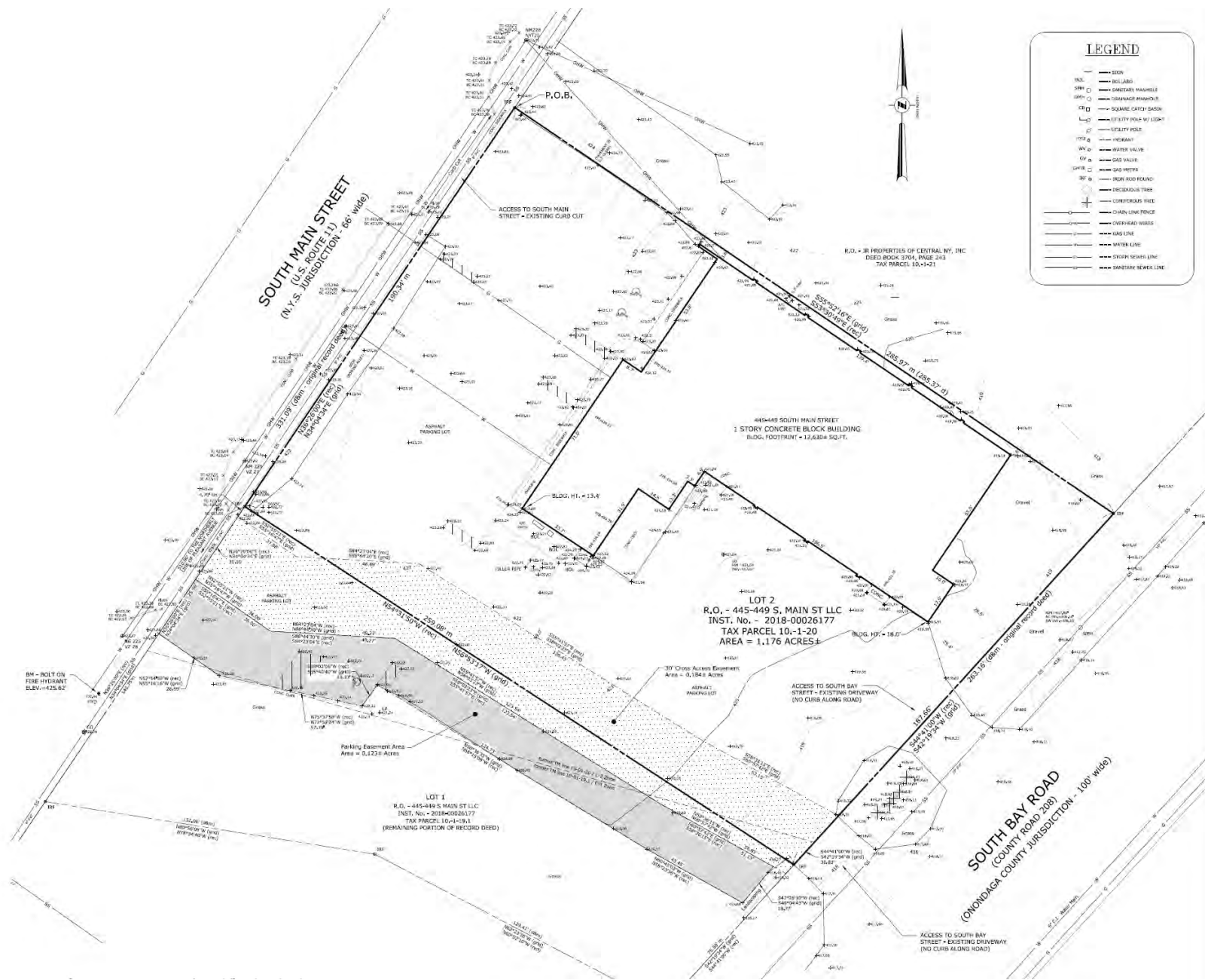


EXHIBIT D

PROHIBITED USES

1. Adult bookstore, video store or other establishment engaged in the business of selling, renting, exhibiting or delivering pornographic or obscene materials, except that this provision shall not prohibit (a) book stores that are not perceived to be and do not hold themselves out as an "adult book store" and are primarily engaged in the sale of general audience books notwithstanding the incidental concurrent sale of books, magazines and/or periodicals that may contain pornographic materials, or (b) video stores primarily selling or renting video media that on the date of this Lease would be "G" "PG-13" or "R" rated (or an equivalent rating under any rating system that hereafter replaces the current system and is in general use), notwithstanding the incidental concurrent rental of "X-rated" or "Not Rated" video media solely for off premises viewing and without means of on premises review in connection with its selection; provided that such bookstore or video store does not engage in any promotion, advertising, depiction or description of any aspect of the X-rated or Not Rated" material of any kind, that the sale or rental thereof is not from any special or segregated section of the store, and that the sale or rental of such material to minors is prohibited;

2. Massage parlor;

3. Off-track betting parlor;

4. Pawn shop;

5. "Second hand," "slightly used" or other businesses or activities primarily engaged in the sale of used merchandise;

6. Junk yard or flea market;

7. Stockyard or recycling facility;

8. Motor vehicle or boat storage facility;

9. Billiard parlor;

10. Dry cleaning or laundry plant (which shall not preclude a dry cleaning or laundry business);

11. Refining, quarrying or mining operations of any kind; or

12. Gasoline station.