

Exhibit A

397465

STATE OF NEW YORK
SUPREME COURT

COUNTY OF ALBANY

CIT LENDING SERVICES CORPORATION,

Plaintiff,

-against-

STATE STREET HOSPITALITY, LLC,
74 STATE, LLC, GEORGE SHANNON,
GARY D. SMITH, THIRD ALBANY INCOME
NOTES, LLC and John Doe and Mary Roe, said
names being fictitious and unknown to the plaintiff,
the persons or parties intended being the tenants,
occupants, persons or parties, if any, having or
claiming a possessory interest in or lien upon the
mortgaged premises described in the Verified
Complaint,

Defendants.

SUMMONS

Index No.: 1608-10
Date Purchased: 3/15/10
Mortgaged Premises:
74-76 State Street, City
of Albany, County of
Albany, New York
Tax Map No.: 76.42-3-4

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in the above-entitled action and to serve a copy of your Answer on the plaintiff's attorney within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (30) days after completion of service where service is made in any other manner than by personal delivery upon a natural person within the State. The United States of America, if designated as a defendant in this action, may answer or appear within sixty (60) days of service hereof. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Albany County is designated as the place of trial. The basis of venue is the location of

the mortgaged premises.

DATED: ^{March} February 18, 2010



James R. Schultz, Esq.
MAYNARD, O'CONNOR, SMITH
& CATALINOTTO, LLP
Attorneys for Plaintiff
6 Tower Place
Albany, NY 12203
Tel: (518) 465-3553

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STATE OF NEW YORK
SUPREME COURT

COUNTY OF ALBANY

CIT LENDING SERVICES CORPORATION,

Plaintiff,

-against-

STATE STREET HOSPITALITY, LLC,
74 STATE, LLC, GEORGE SHANNON,
GARY D. SMITH, THIRD ALBANY INCOME
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names being fictitious and unknown to the plaintiff,
the persons or parties intended being the tenants,
occupants, persons or parties, if any, having or
claiming a possessory interest in or lien upon the
mortgaged premises described in the Verified
Complaint,

Defendants.

VERIFIED COMPLAINT

Index No.: 1608-10

Date Purchased: 3/15/10

Mortgaged Premises:

74-76 State Street, City
of Albany, County of
Albany, New York

Tax Map No.: 76.42-3-4

The Plaintiff, by MAYNARD, O'CONNOR, SMITH & CATALINOTTO, LLP,
attorneys, complains of the Defendants above named, and for its cause of action, alleges:

FIRST: The Plaintiff is, and at all times hereinafter mentioned was, a corporation
organized and existing under and by virtue of the laws of the State of Delaware, having its office
and principal place of business at 1 CIT Drive, Livingston, New Jersey 07039.

SECOND: The Plaintiff is, and at all times hereinafter mentioned was, a corporation
authorized to do business in the State of New York, and thereby is authorized to commence the
instant action.

THIRD: Upon information and belief, at all times hereinafter mentioned, the
Defendant(s) set forth in "Exhibit A - Defendants" reside or have a place of business at the
addresses set forth therein (any that are corporations being organized and existing under the laws

of the State set forth therein and/or authorized to do business in the State of New York) and are made Defendant(s) in this action in the capacities therein alleged and for the reasons set forth in said Exhibit.

FOURTH: If named as a party Defendant, the United States of America, The People of the State of New York, The New York State Department of Taxation and Finance, the New York State Department of Labor, and all other agencies or instrumentalities of the Federal, State or local government (however designated), are made parties solely by reason of the facts set forth in "Exhibit B".

FIFTH: The Defendants named in "Exhibit C" ("Exhibit C" being a copy of the note or bond evidencing the indebtedness to Plaintiff and the unlimited and unconditional guarantees of the indebtedness -- collectively, the Indebtedness), for the purpose of securing to Plaintiff, its successor and assigns, a sum of money (identified therein), duly executed and acknowledged certain Promissory Note, and certain Guaranty agreements, whereby Defendants bound themselves, their successors, executors, administrators and/or assigns, jointly and severally, in the amount of said sum of money, all as more fully appears, together with the terms of repayment of said sum, and the rights of the Plaintiff, in the instruments set forth in "Exhibit C".

SIXTH: As security for the payment of the Indebtedness, the Defendants herein named executed Mortgage instruments and assignments of leases and rents, whereby the mortgagor therein named, bargained, granted and conveyed to Plaintiff, as mortgagee, its successors and/or assigns, the premises more particularly described therein (hereinafter collectively called "Mortgaged Premises"), under certain conditions with rights, duties, and privileges between or among them as more fully appears in the said mortgage instruments. The Mortgage instruments consist of: (a) A Mortgage in the original principal amount of Eight Million One Hundred

Thousand and 00/100 Dollars (\$8,100,000.00) made by State Street Hospitality, LLC, as mortgagor, to Berkshire Bank, as mortgagee, dated July 6, 2005 and recorded July 13, 2005 in the office of the Albany County Clerk in Book 5006 of Mortgages at Page 90, which mortgage was assigned to plaintiff by Assignment dated December 28, 2007 and recorded January 15, 2008 in the office of the Albany County Clerk in Book 5615 of Mortgages at Page 770; (b) A Mortgage in the original principal amount of One Million Four Hundred Three Thousand One Hundred Fifty-Four and 34/100 Dollars (\$1,403,154.34) made by State Street Hospitality, LLC, as mortgagor, to CIT Lending Services Corporation, as mortgagee, dated December 31, 2007 and recorded January 15, 2008 in the office of the Albany County Clerk in Book 5615 of Mortgages at Page 453. (c) Said Mortgages were consolidated and modified so as to constitute a single mortgage lien of Nine Million Five Hundred Thousand and 00/100 Dollars (\$9,500,000.00), with interest, by a Consolidation, Modification and Extension Agreement dated December 31, 2007 and recorded January 15, 2008 in the office of the Albany County Clerk in Book 5615 of Mortgages at Page 738. (d) The said Mortgages, as so consolidated, were assigned to CIT Small Business Loan Trust 2008-1 by Assignment dated December 15, 2008 and recorded March 13, 2009 in the office of the Albany County Clerk in Book 5810 of Mortgages at Page 1125; and were thereafter assigned by CIT Small Business Loan Trust 2008-1 to plaintiff by instrument dated March 10, 2010 and to be recorded in the office of the Albany County Clerk. (e) As further security, the defendants therein named also duly executed an Assignment of Leases and Rents recorded January 15, 2008 in the office of the Albany County Clerk in Book 2908 of Deeds at Page 885 and an Assignment of Lease (Lessee's interest) with Lessor's consent and waiver, duly recorded January 15, 2008 in the office of the Albany County Clerk in Book 2908 of Deeds at Page 894.

A copy of the said Consolidation, Modification and Extension Agreement is annexed hereto under "Exhibit D".

SEVENTH: That the Defendants, State Street Hospitality, LLC and 74 State, LLC (as obligors) and George Shannon and Gary D. Smith (as guarantors) have failed and neglected to comply with the conditions of the Indebtedness and the Instruments securing the Indebtedness, by omitting and failing to pay items of principal, interest, late charges, taxes, assessments, water rates, insurance premiums, escrow and/or other charges, all as more fully appears in "Exhibit E". Accordingly, Plaintiff hereby elects to call due the entire amount of the Indebtedness secured by the Mortgage Instruments referred to herein ("Exhibit D").

EIGHTH: "Exhibit E" sets forth the principal balance due and the date (and rate) from which interest accrued and all other items and charges arising from said default which are now due.

NINTH: In order to protect its security, the Plaintiff has paid, if set forth in "Exhibit E", or may be compelled to pay during the pendency of this action, local taxes, assessments, payments in lieu of taxes, water rates, insurance premiums and other charges affecting the Mortgaged Premises, and Plaintiff requests that any sums thus paid by it for such purposes (together with interest thereon), should be added to the sum otherwise due and be deemed secured by the said Mortgage instruments and be adjudged a valid lien on the Mortgaged Premises.

TENTH: All Defendant(s) herein have, or claim to have, some interest in, or lien upon said Mortgaged Premises or some part thereof, which interest or lien, if any, has accrued subsequent to the lien of Plaintiff's mortgage.

ELEVENTH: Plaintiff is now the sole, true and lawful owner of the note and guarantees

evidencing the Indebtedness, (Exhibit C), and the Mortgage Instruments (Exhibit D) securing the same. There are no pending proceedings at law or otherwise to collect or enforce said Note and Mortgage Instruments.

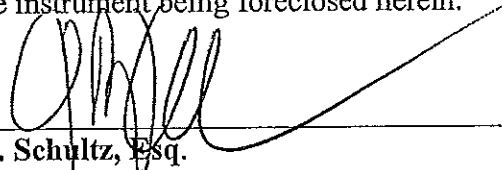
TWELFTH: Plaintiff has complied with all conditions set forth under the Mortgage Instruments (Exhibit D) as a result of Defendants' default.

THIRTEENTH: By reason of the foregoing, there is now due and owing to the Plaintiff upon the said note and guarantees, the amount set forth in "Exhibit E".

WHEREFORE, Plaintiff demands judgment, adjudging and decreeing the amount due the Plaintiff for principal, interest, late charge, costs, and reasonable attorneys' fees, if provided for in the Note, Guaranty agreements and Mortgage Instruments; that the Defendants and all persons claiming by, through or under them, subsequent to the commencement of this action and every other person or corporation whose right, title, conveyance or encumbrance is subsequent to or subsequently recorded, may be barred and forever foreclosed of all right, claim, lien, interest or equity of redemption in and to said Mortgaged Premises; that the Mortgaged Premises, or such part thereof as may be necessary to raise the amounts due for principal, interests, costs, allowances and disbursements, together with any monies advanced and paid, may be decreed to be sold according to law; that out of the monies arising from the sale, Plaintiff may be paid the amounts due on the Note, Guaranty agreements and Mortgage Instruments and any sum which may be paid by the Plaintiff to protect the liens of Plaintiff's Mortgage instruments as herein set forth, with interest upon such amounts from the dates of the respective payments and advances thereof, the costs and expenses of this action, and reasonable attorneys' fees, if provided for in the Note, Guaranty agreements and Mortgage Instruments, so far as the amount of such money properly applicable thereto will pay the same; that either or any of the parties to this action may

become a purchaser upon such sale; that this Court, if requested, forthwith appoint a Receiver of the rents and profits of either or both of the Mortgaged Premises with the usual powers and duties; that plaintiff be permitted, if requested, to exercise its rights under the said Assignments of Leases and Rents; and that the Defendants referred to in paragraph "SEVENTH" of this Complaint, may be adjudged to pay any deficiency that may remain after applying all of said monies so applicable thereto and that the Plaintiff may have such other or further relief in the premises as may be just and equitable. If applicable, Plaintiff specifically reserves its right to share in any surplus monies arising from the sale of subject premises by virtue of its position as a judgment or other lien creditor excluding the mortgage instrument being foreclosed herein.

Dated: ~~February~~ ^{March} 18, 2010



James R. Schultz, Esq.
MAYNARD, O'CONNOR, SMITH
& CATALINOTTO, LLP
Attorneys for Plaintiff
6 Tower Place
Albany, NY 12203
Tel: (518) 465-3553

ATTORNEY'S VERIFICATION

STATE OF NEW YORK:

: SS.:

COUNTY OF ALBANY :

The undersigned, an attorney admitted to practice in the Courts of New York State shows:

Deponent is James R. Schultz, a member of the firm of MAYNARD, O'CONNOR, SMITH &, CATALINOTTO, LLP the attorneys of record for plaintiff, CIT Lending Services Corporation, in the within action; deponent has read the foregoing Complaint and knows the contents thereof; the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true. This verification is made by deponent and not by said plaintiff because said plaintiff is not within the County where deponent maintains his office.

The grounds of deponent's belief as to all matters not stated upon deponent's knowledge are as follows: Investigation made and information acquired.

The undersigned affirms that the forgoing statements are true, under the penalties of perjury.

Dated: ^{March} ~~February~~ 10, 2010




JAMES R. SCHULTZ

ATTORNEY'S CERTIFICATION

I, James R. Schultz, HEREBY CERTIFY, under penalty of perjury, that I have no actual knowledge that the substance of any statements of fact contained in the annexed document are false or frivolous, as defined in 22 NYCRR § 130-1.1(c). This certification is made to the best of my knowledge and upon information and belief formed after an inquiry reasonable under the circumstances.

Dated: ^{March}~~February~~ 10, 2010



JAMES R. SCHULTZ

Exhibit B

\$9,500,000.00

December 31, 2007
New York, New York
(City) (State)

AMENDED, CONSOLIDATED AND RESTATED PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, jointly and severally if more than one, promises to pay to the order of CIT Lending Services Corporation, its successors or assigns, at 1 CIT Drive, Livingston, New Jersey 07039 (Attn: Small Business Lending - Portfolio Administration Group, the "Holder") or such other place as the Holder hereof may from time to time designate in writing, the principal sum of Nine Million Five Hundred Thousand Dollars and No Cents (\$9,500,000.00), plus interest on the unpaid principal balance at the rate or rates specified below.

Installment Payments. All accrued interest, together with principal amortization payments, shall be due and payable on the first business day of each and every month (each a "Payment Date") as follows: One installment of interest only shall be payable on the first day of the month immediately following the date of this Note. Thereafter, unless and until changed as set forth below, equal monthly installments of principal and interest, based upon a twenty five (25) year amortization, will be due and payable on the first day of each and every month thereafter in the amount of \$70,390.00 per month. Upon the occurrence of any change or conversion of the interest rate or a partial prepayment of principal or otherwise, the Holder of this Note may adjust the amount of such installments in order to amortize the remaining principal balance in equal monthly payments over the remaining term of this Note, provided, however, that in no event shall the interest rate payable hereunder be less than five and three-quarters percent (5.75%) per annum nor greater than the maximum permitted by applicable law.

The term "business day" means a day on which the Lender is open for business and which is not a Saturday, a Sunday, or federal legal holidays.

Maturity Date. In any event, the entire unpaid principal balance together with accrued and unpaid interest and all other charges and amounts outstanding under this Note shall be due and payable in full on January 1, 2018 (the "Maturity Date").

Interest Rate. Interest on the unpaid principal balance of this Note shall accrue at a rate of interest equal to 3.25% (the "Spread") above the applicable "Swap Rate". This Swap Rate shall be fixed for an initial five (5) year Interest Period commencing on the date of disbursement of the loan (the "Disbursement Date"), and then reset for a subsequent five (5) year Interest Period, all as calculated below.

Swap Rate Calculation and Reset. The "Swap Rate" means the most current daily published yield (the "Swap Yield") on the 5 year Interest Rate Swap, as published on the relevant Interest Calculation Date in the Federal Reserve's H-15 Report on its website, <http://www.federalreserve.gov/releases/H15/update>, or any successor site, publication or

recognized source for such Swap Yield. The Swap Rate for the first Interest Period shall be calculated based upon the Swap Yield as published on the date which is 5 business days prior to the Disbursement Date, and the Swap Rate for the subsequent Interest Period shall be reset based upon the Swap Yield as published one business day prior to the first day of the subsequent Interest Period (each such calculation/reset date being an "Interest Calculation Date"). The reset Swap Rate for the subsequent Interest Period shall then take effect on the first day of such Interest Period. The first Interest Period shall commence on the Disbursement Date and end on the date which is one day prior to the five year anniversary of the Disbursement Date. The subsequent Interest Period shall commence on the day following the last day of the previous Interest Period and shall end one day prior to the next five year anniversary of the Disbursement Date.

Alternative Rates. Notwithstanding the foregoing, if the Swap Yield is not available or published on the relevant Interest Calculation Date, or otherwise cannot be determined as set forth above, then the interest rate shall be the nearest comparable published rate to the Swap Rate, as determined by the Holder of this Note and the interest rate hereunder shall be such rate plus the applicable Spread.

In all cases, interest shall be calculated on the basis of the actual number of days elapsed over a year of 365 days.

Prepayments. The undersigned shall have the option of prepaying this Note in full or in part on any Payment Date upon giving the Holder at least 30 days prior written notice, provided, that, the undersigned, jointly and severally if more than one, shall pay the applicable Prepayment Fee in connection therewith. Upon the prepayment of any portion of the outstanding principal balance of this Note (whether voluntary, upon acceleration or otherwise) the undersigned shall pay a prepayment fee (the "Prepayment Fee") in accordance with the following schedule: Five percent (5.0%) of the amount prepaid in the event such prepayment is made during the first year from the date of this Note; Four percent (4.0%) of the amount prepaid in the event such prepayment is made in the second year from the date of this Note; Three percent (3.0%) of the amount prepaid in the event such prepayment is made in the third year from the date of this Note; Two percent (2.0%) of the amount prepaid in the event such payment is made in the fourth year from the date of this Note; and One percent (1.0%) of the amount prepaid in the event such payment is made in the fifth year from the date of this Note. There shall be no prepayment fee at all times thereafter. Notwithstanding the foregoing, no Prepayment Fee shall be due with respect to prepayments in any calendar year unless and until the aggregate amount of principal prepaid during such year exceeds 10% of the principal balance at the beginning of such year.

Application of Payments. Prior to the occurrence of an event of default, all payments made hereunder shall be applied first to interest due and payable hereunder, then to principal, then to all amounts due hereunder other than interest and principal. If an event of default has occurred and is continuing, all payments made hereunder may be applied to the sums due hereunder or in the Loan Documents executed and delivered in connection with this Note, in a manner and order according to the sole discretion of the Lender. Any prepayment of principal shall be accompanied by a payment of all interest due on such Payment Date.

Late Charges. If any payment required to be paid by this Note is not paid in full within ten (10) days after its scheduled due date, the Holder hereof may assess a late charge in the amount of five percent (5%) of the unpaid amount of the payment, or the maximum permitted by applicable law, whichever is less.

Default Interest. This Note shall bear interest at the rate of four percent (4.0%) per annum above the interest rate otherwise payable under the terms of this Note, or the maximum permitted by applicable law, whichever is less (the "Default Rate"), after the Maturity Date hereof or following an event of default hereunder until paid in full.

"Maximum Lawful Rate". Regardless of any provision contained in this Note or any other document in connection with this Note, no Holder of this Note shall ever be entitled to receive, collect or apply, as interest on any amount owing hereunder, any amount in excess of the maximum nonusurious interest rate, if any, that at anytime, or from time to time, may, under applicable law be contracted for, taken, reserved, charged or received on the indebtedness evidenced by this Note (the "Maximum Rate"). Accordingly, if, for any reason, the undersigned is required to pay, or has paid, interest on the principal amount due hereunder at a rate in excess of the Maximum Rate, then (i) the interest rate charged hereunder shall be deemed to be reduced, automatically and immediately, to the Maximum Rate, (ii) interest payable hereunder shall be computed and paid at the Maximum Rate, and (iii) the portion of all prior payments of interest in excess of the Maximum Rate shall be deemed to have been payments in reduction of the outstanding principal balance hereunder and applied as partial prepayments, notwithstanding any provision hereof prohibiting any prepayments. In such event, no Holder of this Note shall be subject to any penalties provided in any laws for contracting for, charging for, or receiving interest in excess of the Maximum Rate.

Defaults. Each of the following shall constitute a "default " or "event of default" under this Note: (i) failure to make any payment under this Note when such payment is due, (ii) the occurrence of a default under any encumbrance or agreement securing this Note or under any agreement or instrument executed and delivered by the undersigned in connection with this Note, or (iii) the occurrence of a default in any other obligation or liability owed to the Holder by the undersigned, whether now in existence or hereafter created, including any indebtedness evidenced by a promissory note or any document securing any such promissory note or executed and delivered by the undersigned in connection with such indebtedness. Upon the occurrence of such a default or event of default, this Note, and the entire remaining principal, interest and other amounts due or outstanding hereunder shall be immediately due and payable in full, at the option of the Holder hereof, without notice or demand.

Waivers. The undersigned and any endorser or guarantor of this Note hereby each waive presentment for payment, demand, protest, notice of non-payment or dishonor, notices of protest and all other demands and notices in connection with the delivery, performance and enforcement of this Note and waive all defenses that may be based on suretyship or impairment of collateral. The undersigned is bound as a principal and not as a surety.

Attorney's Fees. In the event Holder shall employ counsel to collect this obligation or to administer, protect or foreclose the security given in connection herewith, the undersigned,

jointly and severally if more than one, agrees to pay reasonable attorney's fees for services of such counsel, whether or not suit is brought, plus costs incurred in connection therewith.

Use of Proceeds. The undersigned represent that the proceeds of the loan evidenced by this Note will be used solely for business or commercial purposes and not for personal, family or household purposes.

Governing Law. THIS NOTE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Jurisdiction; Service of Process. If suit is instituted to enforce the terms of this Note, the Courts of the State of New York (the "Forum State") and the Federal Courts located in such Forum State shall have non-exclusive personal jurisdiction over the undersigned, and the venue of the suit, at the option of the Holder of this Note, may be laid in New York County, New York.

The undersigned and any endorser or guarantor of this Note each hereby agree not to claim that the Forum State is an inconvenient place for trial. Each of the undersigned and any endorser or guarantor of this Note (each an "Obligor") hereby agree and consent that, in addition to any methods of service of process provided for under applicable law, all service of process in any such suit, action or proceeding in any state or federal court sitting in such Forum State may be made by certified or registered mail, return receipt requested, directed to the undersigned at the following address:

74 State Street
Albany, New York 12207

THE OBLIGORS HEREBY EXPRESSLY AND IRREVOCABLY WAIVE ANY CLAIM OR DEFENSE IN ANY SUCH ACTION OR PROCEEDING BASED ON ANY ALLEGED LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, FORUM NON CONVENIENS OR ANY SIMILAR BASIS. THE OBLIGORS SHALL NOT BE ENTITLED IN ANY SUCH ACTION OR PROCEEDING TO ASSERT ANY DEFENSE GIVEN OR ALLOWED UNDER THE LAWS OF ANY STATE OTHER THAN THE LAWS OF THE STATE OF NEW YORK UNLESS SUCH DEFENSE IS ALSO GIVEN OR ALLOWED BY THE LAWS OF THE STATE OF NEW YORK. NOTHING IN THIS NOTE SHALL AFFECT OR IMPAIR IN ANY MANNER OR TO ANY EXTENT THE RIGHT OF THE HOLDER TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST AN OBLIGOR IN ANY OTHER JURISDICTION OR TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Lost, Stolen or Destroyed Note. If the Note is mutilated, lost, stolen or destroyed, then upon surrender thereof (if mutilated) or receipt of evidence and indemnity (if lost, stolen or destroyed), the undersigned shall execute and deliver a new note of like tenor, which shall show all payments which have been made on account of the principal hereof.

JURY WAIVER; DAMAGES WAIVER. THE UNDERSIGNED AND ANY ENDORSER OR GUARANTOR OF THIS NOTE EACH HEREBY WAIVES, TO THE

EXTENT PERMITTED BY LAW, TRIAL BY JURY AND ALL RIGHTS TO ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Financial Statements. The undersigned shall deliver or cause to be delivered to the Lender as soon as available and in any event within 120 days after the end of each fiscal year of the undersigned, a copy of the combined and combining financial statements of the undersigned for such year, including balance sheets with related statements of income and retained earnings and statements of cash flows of the undersigned, all in reasonable detail and setting forth in comparative form the figures for the previous fiscal year, certified without qualification by independent certified public accountants selected by the undersigned and satisfactory to the Lender, all such financial statements to be prepared in accordance with generally accepted accounting principles ("GAAP") consistently applied, together with a non-default certificate signed by a member or manager of the undersigned, which certificate shall be satisfactory to the Lender in all respects;

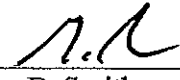
Ownership and Voting Control of the Undersigned. George Shannon and Gary Smith shall maintain at all times (i) majority ownership interest in, and (ii) voting control of, each of the undersigned.

Amended, Consolidated and Restated Note. This Note is being executed and delivered as a consolidation and restatement of the outstanding indebtedness evidenced by those certain notes set forth in Exhibit A annexed hereto (hereinafter collectively referred as the "Original Notes") and secured by the Mortgage. The consolidated indebtedness evidenced by this Note constitutes (i) a consolidation of the indebtedness evidenced by the Original Notes to form a single note and indebtedness evidencing an outstanding principal indebtedness of \$9,500,000.00, and (ii) a total restatement of the indebtedness evidenced by the Original Notes in the current outstanding aggregate amounts due thereunder of \$9,500,000.00. This Note shall not constitute a cancellation or novation with respect to the indebtedness evidenced by the Original Notes. Such indebtedness (as heretofore evidenced by the Original Notes and as hereafter evidenced by this Note) shall continue to be secured by, inter alia, the Mortgage without interruption in the lien or priority thereof. Subject to the foregoing provisions this Note amends, restates and supersedes the Original Notes.

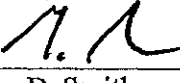
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IN WITNESS WHEREOF, the undersigned have executed this Note as of the date first above written.

STATE STREET HOSPITALITY, LLC

By: 
Gary D. Smith
Manager

74 STATE, LLC

By: 
Gary D. Smith
Manager

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

On the 28th day of December, in the year 2007 before me, the undersigned, a notary public in and for said State, personally appeared Gary D. Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

JULIA A. BOEHM
Notary Public, State of New York
Qualified in Albany County
No. 01BO6079037
Commission Expires Aug. 12, 2013

(Amended, Consolidated and Restated Mortgage Note)

Exhibit C

**CHICAGO TITLE INSURANCE COMPANY
MORTGAGE FORECLOSURE GUARANTEE**

AMOUNT OF INSURANCE: \$10,000.00

GUARANTEE NO.: 1003-30009
TITLE NO.: 1003-30009

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE

CHICAGO TITLE INSURANCE COMPANY,
a Nebraska corporation, herein called the Company,
GUARANTEES

Maynard, O'Connor, Smith & Catalinotto

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reasons of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the date stated below:

- (1) Title to the land is vested of record in:

State Street Hospitality, LLC

Title acquired by virtue of a certain deed from RFC Property I, Inc. dated October 18, 2002 and recorded in the Albany County Clerk's Office on October 28, 2002 in Liber 2723 page 23.

- (2) The necessary parties defendant to foreclose the mortgage set forth in Schedule "B" are those set forth in Schedule "C".
- (3) All liens or encumbrances affecting the land subsequent to the recording of the mortgage to be foreclosed, which are filed or recorded in those records in the County Clerk's Office, and in counties having a Register in the Register's Office, established by state statute for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge are listed in Schedule "D".
- (4) The records of the taxing authority show that all taxes and assessments which are a lien against the land have been paid as of the date herein, except for those taxes and assessments which are shown as open on the Tax Search.

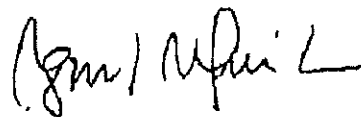
Annexed to this Guarantee are the following schedules:

Schedule A:	Description of the Mortgaged Land
Schedule B:	Mortgage(s) to be foreclosed and any consolidations, modifications and assignments thereof of record
Schedule C:	Necessary Parties Defendant
Schedule D:	Exceptions to title subsequent to the recording of the mortgage to be foreclosed and other information
Schedule E:	Tax Search

Dated: January 7, 2010

CHICAGO TITLE INSURANCE COMPANY

By:



President.

Attest:



Secretary.



MORTGAGE FORECLOSURE GUARANTEE

EXCLUSIONS, CONDITIONS, STIPULATIONS AND MISCELLANEOUS PROVISIONS

1. Definition of Terms

The following terms when used in this Guarantee mean:

- (a) "land": the land described, specifically or by reference, in the Guarantee and improvements affixed thereto which by law constitute real property;
- (b) "date": the effective date;
- (c) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
- (d) "mortgage": mortgage, deed of trust, trust deed, or other security instrument;
- (e) "necessary party defendant": Those persons or entities who are necessary parties defendant pursuant to New York State Real Property Actions and Proceedings Law, Section 1311, except that searches have not been made for, and this Guarantee does not cover, General Assignments, Orders Appointing Receivers, and Petitions in Bankruptcy against judgment creditors and minor lienors. Searches for Financing Statements under the Uniform Commercial Code have been made only in the office of the Recording Officer of the County in which the land is situated, and only for those indexed against the land.

2. Exclusions from Coverage of This Guarantee

The Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims against the title or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured;
- (b) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property, and taxes shown as paid on the Tax Search which, subsequent to the date hereof, are reinstated due to noncollection of funds or otherwise;
- (c) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water, land under water; and land lying in the bed of streets;
- (d) Title to any property beyond the lines of the land expressly described in Schedule A, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein;
- (e) Any federal, state, or municipal lien or charge which may be filed in an office of the federal government, state government, or local municipal government, or any department, agency, or division of them, other than the office of the taxing authority, unless the lien or charge is also filed or recorded in the County Clerk's office, and in counties having a Register, in the Register's office;
- (f) Any person or entity whose interest in the land may be disclosed by an accurate survey of the land or by an inspection of the premises;
- (g) No searches for deaths of any necessary parties defendant have been made, except as to those listed on Schedule "C" as "Record Owner", and as to such persons, searches have only been made in the office of the Clerk of the Surrogate Court in which the land is located.

3. Prosecution of Actions

- (a) The Company shall have the right to institute and prosecute any action or proceeding or do any other act which, in its opinion, may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the guarantee shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Company by the Assured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. Limitation of Liability - Payment of Loss

(a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated on the face page hereof.

(b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company, but in no event shall such liability exceed the amount of liability stated on the face page hereof.

(c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged additional necessary party defendant, removes the defect, lien or encumbrance on the land held by the additional necessary party defendant within a reasonable time after receipt of such notice, or (2) if the Company after having received notice of an alleged additional necessary party defendant, takes such steps that it deems proper for the purpose of perfecting the title, whether by foreclosure, re-foreclosure, strict foreclosure or otherwise, and in such action or actions to plead subrogation whenever the Company deems it necessary, or (3) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.

(d) All payments under this Guarantee, including attorney's fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

(e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and the Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. Guarantee Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee. No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, or a Vice President of the Company.

9. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at:

10. Failure to Disclose

This Guarantee shall be null and void if the Assured, its attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to the Company to material inquiries before the issuance of this Guarantee.

11. Purpose of Guarantee

(a) This Guarantee is made for and accepted by the Assured upon the express understanding that it is to be used only for the foreclosure of the mortgage(s) described in Schedule "B" or for the taking of a deed in lieu of foreclosure.

(b) If a deed in lieu of foreclosure is taken, the Company shall not be liable should the deed be attacked by the grantor, his successors or creditors, for inadequacy of consideration or as to the capacity of the record owner to execute such a deed or for any other reason.

12. Miscellaneous Provisions

(a) Other than for purposes of establishing the vested owner of record of the land and for setting forth liens against a purchase money mortgagor, no search for defects in title, liens, restrictive covenants or any other encumbrance existing or created prior to the date of the mortgage has been made.

(b) No report on streets or searches for violations in Municipal or other governmental departments have been made; nor have searches been made for corporation franchise taxes or license fees, Federal and State inheritance, transfer or estate taxes. Upon request, the Company will obtain a report from the State Tax Commission on corporation franchise taxes and license fees upon payment of an additional fee, but no responsibility for the correctness of such reports will be assumed by the Company.

(c) The premium herein includes one continuation of title, which shall be done solely for the purpose of establishing additional necessary parties defendant. The tax search shall not be updated except for an additional charge.

SCHEDULE A
DESCRIPTION OF MORTGAGED PREMISES

Guarantee No.: 1003-30009

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Albany, County of Albany and State of New York, bounded and described as follows:

BEGINNING at a point in the south line of State Street, distant 127.35 feet easterly from the east line of South Pearl Street;
thence (1) southerly and making an interior angle of $87^{\circ} 18' 20''$ with said south line of State Street, and along the exterior face of a brick building on the premises herein, a distance of 55.23 feet to an angle;
thence (2) continuing southerly and making an interior angle of $174^{\circ} 25' 20''$ with the last course and continuing along the exterior face of the brick building on the premises herein, a distance of 118.90 feet to a point on the north line of Norton Street;
thence (3) easterly along said north line of Norton Street and making an interior angle of $86^{\circ} 00' 36''$ with the last course, a distance of 35.80 feet;
thence (4) northerly along the exterior face of the brick building on the premises herein, and making an interior angle of $93^{\circ} 30' 22''$ with the last course, a distance of 110.80 feet to an angle point;
thence (5) continuing northerly along the exterior face of the said brick building on the premise herein and making an interior angle of $187^{\circ} 26' 02''$ with the last course, a distance of 55.75 feet to a point in the south line of State Street;
thence (6) westerly along said south line of State Street and making an interior angle of $91^{\circ} 19' 20''$ with the last course, a distance of 36.55 feet to the point of beginning.

SCHEDULE B
MORTGAGES AND ASSIGNMENTS THEREOF OF RECORD

Guarantee No.: 1003-30009

1. MORTGAGE TO BE FORECLOSED:

Mortgage in the amount of \$8,100,000.00 and interest made by State Street Hospitality, LLC to Berkshire Bank dated July 6, 2005 and recorded in the Albany County Clerk's Office on July 13, 2005 in Liber 5006 page 90.

This mortgage was assigned to CIT Lending Services Corporation by an Assignment dated December 28, 2007 and recorded January 15, 2008 in Liber 5615 page 770.

Mortgage in the amount of \$1,403,154.34 and interest made by State Street Hospitality, LLC to CIT Lending Services Corporation dated December 31, 2007 and recorded January 15, 2008 in Liber 5615 page 453.

The above mortgages were consolidated and modified so as to constitute a single lien of \$9,500,000.00 and interest by Consolidation, Modification and Extension Agreement dated December 31, 2007 and recorded January 15, 2008 in Liber 5615 page 738.

The above mortgages were assigned to CIT Small Business Loan Trust 2008-1 by an Assignment dated December 15, 2008 and recorded March 13, 2009 in Liber 5810 page 1125.

2. JUNIOR MORTGAGE:

Mortgage in the amount of \$1,400,000.00 and interest made by State Street Hospitality, LLC to Third Albany Income Notes, LLC dated July 6, 2005 and recorded in the Albany County Clerk's Office on July 13, 2005 in Liber 5006 page 111.

Subordination and Standby Agreement between Third Albany Income Notes, LLC and Berkshire Bank dated July 6, 2005 and recorded July 13, 2005 in Liber 5006 page 105.

Subordination Agreement between Third Albany Income Notes, LLC and State Street Hospitality, LLC dated December 31, 2007 and recorded January 15, 2008 in Liber 5615 page 724.

SCHEDULE C
NECESSARY PARTIES DEFENDANT

Guarantee No.: 1003-30009

This certification is made on the assumption that all parties are to be personally served in the proposed action. If any of the person hereinafter named be dead, their legal representatives and successors in interest should be made parties defendant after search has been amended. If investigation by applicant discloses that there are other persons having an interest in the property whose rights are subordinate to the mortgage to be foreclosed, such persons should also be made parties defendant after search has been amended. If any leases, mortgages or other liens recorded prior to the period covered by this search, but which, by reason of subordination clauses contained therein or otherwise, are in fact subordinate to the lien of the mortgage to be foreclosed, all persons interested in said leases, mortgages or other liens should also be made parties defendant after search has been amended. If the United States of America or the State of New York acquires by assignment, or otherwise, an interest in, or lien on, the premises even after lis pendens, consideration should be given to the desirability of bringing in the United States of America or the People of the State of New York as a party defendant.

If the United States of America or the People of the State of New York are made parties, the complaint must set forth the reason thereof in detail. (See R.P.A.P.L. Sec. 202 and 202A U.S.C.A. 2410).

The addresses of parties and names of officers of corporations herein given were obtained from the record and are not represented to be the present addresses of the parties, nor the present officers of the corporation.

Consideration should be given to the desirability as defendants the obligor named in the bond or in any extension, assumption or guaranty agreement.

All occupants of the premises herein described should be made parties defendant.

The company should be requested to continue searches to the date of filing lis pendens. Upon any continuation no examination will be made of the lis pendens or any other papers filed in the action.

The following should be made parties defendant in an action to foreclose the mortgage referred to on page one hereof:

1. Any party who by bond, note, extension agreement or otherwise may be liable for deficiency judgment, if such deficiency judgment is desired.
2. Any party in possession of any part of the mortgaged premises whose interest plaintiff desires to bar.

INTEREST IN PREMISES

- | | |
|-----------------------------------|------------------|
| 3. State Street Hospitality, LLC | Record Fee Owner |
| 4. Third Albany Income Notes, LLC | Junior Mortgagee |
| 5. 74 State, LLC | Tenant |

SCHEDULE D
EXCEPTIONS, OBJECTIONS AND OTHER MATTERS

Guarantee No.: 1003-30009

COMPLIANCE WITH THE SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940, AS AMENDED, IS REQUIRED.

The amendments revise extensively the protections and safeguards of the 1940 act and the following are the two important provisions affecting actions to foreclose mortgages on real property:

Attention is called to the provisions of the United States Code Annotated---Title 50, Article II, Section 520, as amended September 8, 1960 provides that as a pre-requisite to a default judgment, the plaintiff file an affidavit setting forth facts showing the defendant is not in military service. If the defendant is in military service, the court shall appoint an attorney to represent him.

Title 50, Article II, Section 532, (3) provides that no mortgage foreclosure sale shall be valid after October 6, 1942 and during the period of military service or within three months thereafter, unless by an order previously granted by the court and that a return thereof be made to and approved by the court. In view of this section, the referee's report of sale should be submitted to the court for approval and confirmation.

Rights of tenants, if any.

Lien of street vault charges, if any.

- A 1. As to COVENANTS, RESTRICTIONS AND EASEMENTS: None were found of record since the date of the mortgage under foreclosure except as set forth herein.
- B 2. For Information: A bankruptcy search against State Street Hospitality, LLC revealed no returns.
- C 3. Agreement in Liber 402 page 311 affecting easterly wall.
- D 4. Agreements in Liber 660 page 460 and Liber 934 page 128 affecting westerly wall.
- E 5. Financing Statement executed by State Street Hospitality, LLC to Berkshire Bank filed July 13, 2005 as file no. 05-512. Assignment to CIT Lending Services Corporation filed January 9, 2008 as file no. 28-08.
- F 6. Financing Statement executed by State Street Hospitality, LLC to Third Albany Income Notes, LLC filed July 13, 2005 as file no. 05-513.
- H 7. Assignment of Lease (Lessee's Interest) with Lessor's Consent and Waiver between 74 State, LLC, State Street Hospitality, LLC and CIT Lending Services Corporation recorded January 15, 2008 in Liber 2908 page 894.
- I 8. Assignment of Leases and Rents from State Street Hospitality, LLC to CIT Lending Services Corporation recorded January 15, 2008 in Liber 2908 page 885.
- M 9. For questions about this commitment, please contact Barbara Bailey by phone at 518-436-9711 or 800-825-8153 or by e-mail at barbara.bailey@ctt.com.

SCHEDULE E
TAX SEARCHGuarantee No.: 1003-30009

N 1.

SECTION/BLOCK/LOT: 76.42-3-4

CITY: Albany

PREMISES: 74 State St.

ASSESSED TO: State Street Hospitality, LLC

LAND VALUE Assessed: \$79,300.00
Full: \$6,500,000.00

EXEMPTION Type: n/a
Amount:

SCHOOL DISTRICT: Albany City

PROPERTY CLASS CODE: 464

2010 City and County Tax
Due 1-1-2010: \$120,748.83 -proof of payment required-
(includes \$16,874.00 downtown bid & \$27.41
unpaid water)

2009-2010 School Tax
Due 9-1-2009: \$171,637.70 -open + penalty- (\$190,517.85
due by 1/31/10)

2009 City and County Tax
Due 1-1-2009: \$40,261.46 -open + penalty- (\$48,313.76 due
by 1/31/10)

LIBER 5006 PAGE 111



Albany County Clerk
32 North Russell Rd.
Albany, NY 12206-1324

Return to:

HARRIS BEACH ATTYS
54 STATE STREET-8TH FLOOR
ALBANY NY 12207

Instrument: Mortgage

Document Number: 9518981 Book: 5006 Page: 111 Annual Code: CW Increment: 4975

Mortgagor STATE STREET HOSPITALITY LLC

Mortgagee THIRD ALBANY INCOME NOTES LLC

Number of Pages: 17

Amount: \$1400000.00

Mortgage Tax Receipt
Albany County Clerk Received:
Tax# CW 4975
Basic Tax.....7000.00
Additional Tax.....3500.00
Special Additional Tax.....3500.00

Filing Date/Time: 07/13/2005 at 9:49 AM

Receipt Number: 226875

Note:

THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316A(5) &
318 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH.

Thomas G. Clingan

Thomas G. Clingan, County Clerk

LIBER 5006 PAGE 112

10
AIB
F-188

HARRIS BEACH
Attorneys At Law
54 State Street - 8th Floor
Albany New York 12207

Albany County Clerk
Mortgage Books (Record Room)
Book 5006 Page 112



**COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES
AND RENTS**

This COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "Mortgage") entered into at Albany, New York, as of July 6th, 2005, between **State Street Hospitality, LLC**, a New York limited liability company, with an address of 74 State Street, Albany, NY 12207 (the "Mortgagor"), and **THIRD ALBANY INCOME NOTES, LLC**, a New York limited liability company, with an address of 99 Pine Street, Albany, New York 12207 (the "Bank").

The real property which is the subject matter of this Mortgage has the following address(es): **74 State Street, Albany, New York 12207** (the "Address(es)").

1. MORTGAGE, OBLIGATIONS AND FUTURE ADVANCES

1.1 Mortgage. For valuable consideration paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby irrevocably and unconditionally mortgages, grants, bargains, transfers, sells, conveys, sets over and assigns to the Bank and its successors and assigns forever, all of Mortgagor's right, title and interest in and to the "Property" described below, to secure the prompt payment and performance of the Obligations (as hereinafter defined), including without limitation, all amounts due and owing to the Bank and all obligations respecting that certain **Promissory Note**, dated July 6th, 2005, by **State Street Hospitality, LLC** and **74 State, LLC**, jointly and severally, both in favor of the Bank in the original principal amount of **\$1,400,000.00** (the "Note"; and collectively, along with all other agreements, documents, certificates and instruments delivered in connection therewith, the "Loan Documents"), and any substitutions, modifications, extensions or amendments to any of the Loan Documents.

A principal indebtedness of up to **\$1,400,000.00** is evidenced by the Loan Documents and secured by this Mortgage as of the date of this Mortgage, but this Mortgage shall nevertheless secure payment and performance of all Obligations.

1.2 Security Interest in Property. As continuing security for the Obligations the Mortgagor hereby pledges, assigns and grants to the Bank, and its successors and assigns, a security interest in any of the Property (as hereinafter defined) constituting personal property or fixtures. This Mortgage is and shall be deemed to be a security agreement and financing statement pursuant to the terms of the Uniform Commercial Code of New York (the "Uniform Commercial Code") as to any and all personal property and fixtures and as to all such property the Bank shall have the rights and remedies of a secured party under the Uniform Commercial Code in addition to its rights hereunder. This Mortgage constitutes a financing statement filed as a fixture filing under Section 9-502(c) of the Uniform Commercial Code covering any Property which now is or later may become a fixture.

1.3 Collateral Assignment of Leases and Rents. The Mortgagor hereby irrevocably and unconditionally assigns to the Bank, and its successors and assigns, as collateral security for the Obligations all of the Mortgagor's rights and benefits under any and all Leases (as hereinafter defined) and any and all rents and other amounts now or hereafter owing with respect to the Leases or the use or occupancy of the Property. This collateral assignment shall be absolute and effective immediately, but the Mortgagor shall have a license, revocable by the Bank, to continue to collect rents owing under the Leases until an Event of Default (as hereinafter defined) occurs and the Bank exercises its rights and

Albany County Clerk
Document Number 9518961
Rcvd 07/13/2005 9:49:35 AM



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LIBER **5006** PAGE **125**

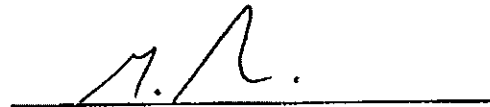
EXECUTED as of the date first above written.

Witness:



Mortgagor:

State Street Hospitality, LLC



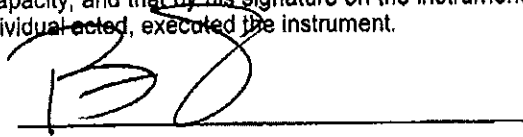
By: Gary D. Smith
Title: Manager

STATE OF NEW YORK

SS:

COUNTY OF ALBANY

On the 6th day of July in the year **2005**, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary D. Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

Brendan F. Chudy
NOTARY PUBLIC, State of New York
No. 02CH5085987
Qualified in Saratoga County
Commission Expires September 29, 2005

LIBER **5006** PAGE **127**

Issued By:

CHICAGO TITLE INSURANCE COMPANY**Schedule A**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Albany, County of Albany and State of New York, bounded and described as follows:

BEGINNING at a point in the south line of State Street, distant 127.35 feet easterly from the east line of South Pearl Street;
 thence (1), southerly and making an interior angle of $87^{\circ} 18' 20''$ with said south line of State Street, and along the exterior face of a brick building on the premises herein, a distance of 55.23 feet to an angle;
 thence (2) continuing southerly and making an interior angle of $174^{\circ} 25' 20''$ with the last course and continuing along the exterior face of the brick building on the premises herein, a distance of 118.90 feet to a point on the north line of Norton Street;
 thence (3) easterly along said north line of Norton Street and making an interior angle of $86^{\circ} 00' 36''$ with the last course, a distance of 35.80 feet;
 thence (4) northerly along the exterior face of the brick building on the premises herein, and making an interior angle of $93^{\circ} 30' 22''$ with the last course, a distance of 110.80 feet to an angle point;
 thence (5) continuing northerly along the exterior face of the said brick building on the premise herein and making an interior angle of $187^{\circ} 26' 02''$ with the last course, a distance of 55.75 feet to a point in the south line of State Street;
 thence (6) westerly along said south line of State Street and making an interior angle of $91^{\circ} 19' 20''$ with the last course, a distance of 36.55 feet to the point of beginning.

Exhibit D

Albany County Clerk
Mortgage Books (Record Room)
Book 5615 Page 725



13JN
Albany County Clerk
Document Number 10110091
Rcvd 01/15/2008 2:12:11 PM



SUBORDINATION AGREEMENT

Dated: as of December 31, 2007

from

**THIRD ALBANY INCOME NOTES, LLC,
STATE STREET HOSPITALITY, LLC and
74 STATE, LLC**

to

CIT LENDING SERVICES CORPORATION

LOCATION OF PREMISES:

Street Address : 74-76 State Street
Section : 76.42
Block : 3
Lot : 4
County : Albany

After recording, please return to:

**CIT LENDING SERVICES CORPORATION
P.O. Box 1529
Livingston, New Jersey 07039
Attn: Small Business Lending-Portfolio Administration Group
CCAN No. 59016**

SUBORDINATION AGREEMENT

SUBORDINATION AGREEMENT, made as of the 31st day of December, 2007 among **Third Albany Income Notes, LLC**, having an address at 99 Pine Street, Albany, New York 12207 (hereinafter referred to as the "Subordinated Mortgagee"), **State Street Hospitality, LLC**, a New York limited liability company having an address at 74 State Street, Albany, New York 12207 ("Hospitality"), **74 State, LLC**, a New York limited liability company having an address at 74 State Street, Albany, New York 12207 ("74 State"; Hospitality and 74 State hereinafter jointly and severally referred to as the "Borrower") and **CIT Lending Services Corporation**, having an office at 1 CIT Drive, Livingston, New Jersey 07039 (hereinafter referred to as "CIT").

WITNESSETH:

WHEREAS, the Subordinated Mortgagee now owns and holds a certain mortgage dated July 6, 2005 from Hospitality to Third Albany Income Notes, LLC in the original principal amount of \$1,400,000.00, which mortgage was recorded in the office of the Albany County Clerk on July 13, 2005 in Liber 5006, page 111 (the "Subordinate Mortgage"), and the notes secured thereby which are described on Exhibit A hereto (the "Subordinated Notes"), covering the premises described in Schedule A attached hereto (the "Premises"), and

WHEREAS, Hospitality is about to execute and deliver to CIT a consolidation, modification and extension agreement of even date herewith to secure the principal amount of \$9,500,000.00 (the "Mortgage"), which mortgage consolidates, modifies and extends the mortgages set forth in Exhibit B hereto covering the Premises,

WHEREAS, ~~CIT has refused to accept the Mortgage unless the Subordinate Mortgage held by the Subordinated Mortgagee be subordinated in the manner hereinafter mentioned.~~

NOW, THEREFORE, in consideration of the premises and to induce CIT to accept the Mortgage and also in consideration of ONE DOLLAR (\$1.00) paid to the Subordinated Mortgagee, the receipt whereof is hereby acknowledged, the Subordinated Mortgagee hereby represents, warrants, covenants and agrees, notwithstanding any contrary term, provision, agreement, warranty and/or representation contained or implied in the Subordinated Mortgage or any document executed in connection therewith or in connection with the Premises, that:

(a) the Subordinated Mortgagee is the sole holder of the Subordinate Mortgage and there are no amendments, consolidations, modifications, extensions and/or renewals thereof;

(b) the Subordinate Mortgage shall be completely subject and subordinate (i) to the lien, terms, covenants, agreements and conditions of the Mortgage and/or the note described therein, including but not limited to, all sums advanced for the purpose of paying mortgage recording taxes, any other taxes in connection with the Premises, title examination fees, commitment fees, survey, interest expenses and any sums advanced in connection with the acquisition of the Premises, and (ii) to any consolidations, extensions, renewals and/or modifications of the Mortgage which may hereafter be made provided, however, that no modification of the Mortgage that increases the then outstanding principal amount of indebtedness secured by the Mortgage may be made without the Subordinated Mortgagee's prior written consent;

(c) without the prior written consent of CIT, (i) the Borrower shall not make and the Subordinate Mortgagee shall not accept any payments on the Subordinated Notes secured by the Subordinate Mortgage other than as expressly set forth therein, and (ii) the payment terms of the Subordinated Notes secured by the Subordinate Mortgage shall not be amended.

Upon the occurrence and during the continuance of an Event of Default under the Mortgage, upon notice from CIT to the Subordinate Mortgagee, the Subordinate Mortgagee shall not accept any further payments of principal and/or interest from the Borrower and any payments received by the Subordinate Mortgagee after such notice is sent by CIT shall be turned over to CIT by the Subordinate Mortgagee.

(d) without the prior written consent of CIT, no tenant under any lease of any portion of the Premises will be made a party defendant in any foreclosure of the Subordinate Mortgage, nor will any other action be taken in connection with such foreclosure which would have the effect of terminating such lease;

(e) in any action to foreclose the Subordinate Mortgage, the holder of the Subordinate Mortgage will apply promptly to a court of competent jurisdiction for the appointment of a receiver; and will give written notice of the appointment of such receiver to CIT;

(f) any rents, issues and/or profits from the Premises, or any part thereof, collected by the Subordinated Mortgagee or by any receiver pursuant to the Subordinate Mortgage, to the extent permitted by law, shall be applied first to the obligations secured by the Mortgage, including, without limitation, principal and interest due and payable under the notes which are secured by the Mortgage and all other sums secured thereby and payable thereunder, and then to the payment of taxes, assessments and obligations incurred in connection with the ownership, operation and/or maintenance of the "Mortgaged Property", as the term is or may hereinafter be defined in the Mortgage, before any portion of such rents, issues and profits shall be applied to the Subordinate Mortgage;

(g) if during the pendency of any such foreclosure action, an action shall be brought for the foreclosure of any of the Mortgage and an application shall be made for an extension of such receivership for the benefit of CIT, all such rents, issues and profits held by such receiver as of the date of such application shall be applied by the receiver solely for the benefit of CIT and the holder of the Subordinate Mortgage shall not be entitled to any portion thereof;

(h) the Subordinated Mortgagee shall promptly give written notice to the holder of the Mortgage of any default under the Subordinate Mortgage or any action taken or proceeding brought to foreclose the lien of the Subordinate Mortgage or any part thereof, which notice shall be given promptly upon Subordinated Mortgagee's declaration of any such default and prior to the institution of any foreclosure proceedings or any other action provided for under the Subordinate Mortgage;

(i) upon the demand of CIT, the Subordinated Mortgagee shall further execute whatever instruments and/or documents required by CIT in order to evidence that the Subordinate Mortgage is subordinate to the lien, covenants, agreements and conditions of the Mortgage as the same may be from time to time renewed, extended, consolidated and/or modified;

(j) to the extent any rights and/or remedies under the Mortgage limit, preclude or preempt the rights and/or remedies of the holder of the Subordinate Mortgage then the said rights and/or remedies under the Mortgage shall control, and the Subordinated Mortgagee shall do no act or deed which, either directly or indirectly adversely affects said rights and/or remedies of the holder of the Mortgage;

(k) the covenants, provisions and agreements of this Subordination Agreement shall be binding upon the successors and assigns of the Subordinated Mortgagee and shall inure to the benefit of CIT and its respective successors and assigns;

(l) the provisions of this Subordination Agreement shall be governed by and interpreted in accordance with the laws of the State of New York;

(m) neither this Subordination Agreement or any provision hereof (including this paragraph) may be changed, modified, amended, waived, discharged, abandoned or terminated orally but only by an instrument in writing signed by the party against whom enforcement of the change, modification, amendment, waiver, discharge, abandonment or termination is sought, and

(n) all notices hereunder shall be in writing and shall be deemed sufficiently given or served for all purposes when delivered in person or sent by registered or certified mail, return receipt requested, to the Subordinated Mortgagee, at its address above-stated, to the Borrower at its address above stated and to CIT at P.O. Box 1529, Livingston, New Jersey 07039, Attention: Small Business Lending-Portfolio Administration.

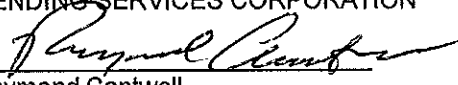
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

THIRD ALBANY INCOME NOTES, LLC

By: _____
Name:
Title:

CIT LENDING SERVICES CORPORATION

By: 
Raymond Cantwell
Vice President of Operations

STATE STREET HOSPITALITY, LLC

By: _____
Gary D. Smith
Manager

74 STATE, LLC

By: _____
Gary D. Smith
Manager

(Mortgage Subordination Agreement)

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

THIRD ALBANY INCOME NOTES, LLC

By: David L. Smith
Name: David L. Smith
Title: Managing Member

CIT LENDING SERVICES CORPORATION

By: _____
Raymond Cantwell
Vice President of Operations

STATE STREET HOSPITALITY, LLC

By: _____
Gary D. Smith
Manager

(Mortgage Subordination Agreement)

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

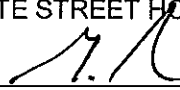
THIRD ALBANY INCOME NOTES, LLC

By: _____
Name:
Title:

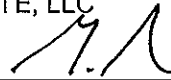
CIT LENDING SERVICES CORPORATION

By: _____
Raymond Cantwell
Vice President of Operations

STATE STREET HOSPITALITY, LLC

By:  _____
Gary D. Smith
Manager

74 STATE, LLC

By:  _____
Gary D. Smith
Manager

(Mortgage Subordination Agreement)

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

On the ____ day of December, in the year 2007 before me, the undersigned, a notary public in and for said State, 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 s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ____ day of December, in the year 2007 before me, the undersigned, a notary public in and for said State, personally appeared Gary D. Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW JERSEY)ss.:
COUNTY OF ESSEX)

On the 31st day of December, in the year 2007 before me, the undersigned, a notary public in and for said State, personally appeared Raymond Cantwell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

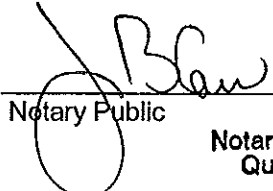
Maureen Kelly
Notary Public

MAUREEN KELLY
A Notary Public of New Jersey
My Commission Expires May 20, 2010

(Mortgage Subordination Agreement)

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

On the 29th day of December, in the year 2007 before me, the undersigned, a notary public in and for said State, personally appeared Paul J. Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public
JOSEPH B. CARR
Notary Public, State of New York
Qualified in Albany County
No. 02CA6088208
Commission Expires March 3, 2011

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

On the ____ day of December, in the year 2007 before me, the undersigned, a notary public in and for said State, personally appeared Gary D. Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW JERSEY)ss.:
COUNTY OF ESSEX)

On the ____ day of December, in the year 2007 before me, the undersigned, a notary public in and for said State, personally appeared Raymond Cantwell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

(Mortgage Subordination Agreement)

STATE OF NEW YORK)ss.:
COUNTY OF Albany

On the 31st day of December, in the year 2007 before me, the undersigned, a notary public in and for said State, personally appeared Gary D. Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Georgia I. Russo
Notary Public

GEORGIA I. RUSSO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 4722236
QUALIFIED IN RENSSELAER COUNTY
COMMISSION EXPIRES AUGUST 31, 2010

STATE OF NEW YORK)ss.:
COUNTY OF Albany

On the 31st day of December, in the year 2007 before me, the undersigned, a notary public in and for said State, personally appeared Gary D. Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Georgia I. Russo
Notary Public

GEORGIA I. RUSSO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 4722236
QUALIFIED IN RENSSELAER COUNTY
COMMISSION EXPIRES AUGUST 31, 2010

STATE OF NEW JERSEY)ss.:
COUNTY OF ESSEX)

On the ____ day of December, in the year 2007 before me, the undersigned, a notary public in and for said State, personally appeared Raymond Cantwell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

(Mortgage Subordination Agreement)

EXHIBIT A

SUBORDINATED NOTES

That certain Promissory Note dated July 6, 2005 in the face principal amount of \$1,400,000.00 (the "2005 Note") from State Street Hospitality, LLC, a New York limited liability company and 74 State, LLC, a New York limited liability company (collectively, the "Borrower") to Third Albany Income Notes, LLC ("TAIN"), which 2005 Note was restated by the following notes:

1. Promissory Note dated as of December 31, 2007 from the Borrower to TAIN in the principal amount of \$1,100,000.00; and
2. Promissory Note dated as of December 31, 2007 from the Borrower to TAIN in the principal amount of \$300,000.00.

EXHIBIT B

MORTGAGES CONSOLIDATED, MODIFIED AND EXTENDED
BY THE MORTGAGE

The Mortgage consolidates, modifies and extends the following mortgages:

1. Commercial Mortgage, Security Agreement and Assignment of Leases and Rents dated July 6, 2005 from State Street Hospitality, LLC to Berkshire Bank in the original principal amount of \$8,100,000.00, which mortgage was recorded in the office of the Albany County Clerk on July 13, 2005 in Liber 5006, page 90;

Mortgage 1 above was assigned by Berkshire Bank to CIT Lending Services Corporation by Assignment of Mortgage dated December __, 2007, which Assignment of Mortgage will be recorded in the office of the Albany County Clerk immediately prior to this Agreement.

2. Mortgage of even date herewith from State Street Hospitality, LLC to CIT Lending Services Corporation in the principal amount of \$1,400,000.00; which mortgage will be recorded in the office of the Albany County Clerk immediately prior to this Agreement.

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Albany, County of Albany and State of New York, bounded and described as follows:

BEGINNING at a point in the south line of State Street, distant 127.35 feet easterly from the east line of South Pearl Street;

thence (1), southerly and making an interior angle of $87^{\circ} 18' 20''$ with said south line of State Street, and along the exterior face of a brick building on the premises herein, a distance of 55.23 feet to an angle;

thence (2) continuing southerly and making an interior angle of $174^{\circ} 25' 20''$ with the last course and continuing along the exterior face of the brick building on the premises herein, a distance of 118.90 feet to a point on the north line of Norton Street;

thence (3) easterly along said north line of Norton Street and making an interior angle of $86^{\circ} 00' 36''$ with the last course, a distance of 35.80 feet;

thence (4) northerly along the exterior face of the brick building on the premises herein, and making an interior angle of $93^{\circ} 30' 22''$ with the last course, a distance of 110.80 feet to an angle point;

thence (5) continuing northerly along the exterior face of the said brick building on the premise herein and making an interior angle of $187^{\circ} 26' 02''$ with the last course, a distance of 55.75 feet to a point in the south line of State Street;

thence (6) westerly along said south line of State Street and making an interior angle of $91^{\circ} 19' 20''$ with the last course, a distance of 36.55 feet to the point of beginning.

Exhibit E

State of New York - Department of State
Receipt for Service

Receipt #: 201003240437

Cash #: 201003240434

Date of Service: 03/24/2010

Fee Paid: \$40 - DRAWDOWN

Service Company: 02 ALEXANDER POOLE & CO., INC. - 02

Service was directed to be made pursuant to: SECTION 303 OF THE LIMITED
LIABILITY COMPANY LAW

Party Served: THIRD ALBANY INCOME NOTES, LLC

Plaintiff/Petitioner:

CIT LENDING SERVICES CORPORATION

Service of Process Address:

THIRD ALBANY INCOME NOTES, LLC

99 PINE STREET

ALBANY, NY 12207

Secretary of State

By CHAD MATICE

Index # 1608-10

Attorney(s):

Purchased/Filed: March 15, 2010

AFFIDAVIT OF SERVICE ON A CORPORATION BY THE SECRETARY OF STATE

State of New York

Supreme Court

Albany County

Cit Lending Services Corporation

Plaintiff

against

State Street Hospitality, LLC et al

Defendant

STATE OF NEW YORK)
COUNTY OF ALBANY) SS
CITY OF ALBANY)

DESCRIPTION OF PERSON SERVED: Approx. Age: 24 Yrs.
Weight: 175 Lbs. Height: 6' 1" Sex: Male Color of skin: White
Hair color: Brown Other: _____

Sophia DeBlasi, being duly sworn, deposes and says: deponent is over the age of eighteen (18) years; that on March 24, 2010, at 1:30 PM, at the office of the Secretary of State of the State of New York in the City of Albany, New York deponent served the annexed Notice of Pendency and Summons & Complaint on Third Albany Income Notes, LLC, the Defendant in this action, by delivering to and leaving with Chad Matice, AUTHORIZED AGENT in the Office of the Secretary of State, of the State of New York, personally at the Office of the Secretary of State of the State of New York, two (2) true copies thereof and that at the time of making such service, deponent paid said Secretary of State a fee of 40 dollars; That said service was made pursuant to Section LIMITED LIABILITY COMPANY LAW §303.

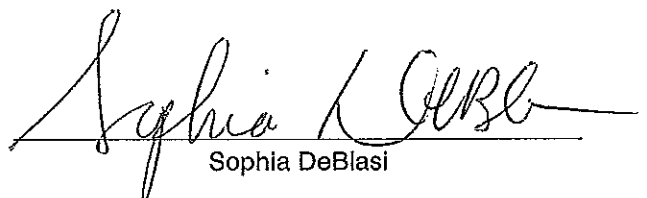
Deponent further says that deponent knew the person so served as aforesaid to be the agent in the Office of the Secretary of State of the State of New York, duly authorized to accept such service on behalf of said defendant.

Sworn to before me on this

24th day of March, 2010


FAITH COZZI

NOTARY PUBLIC, State of New York
No. 01CO6158874, Albany County
Commission Expires Jan 8, 2011



Sophia DeBlasi

Invoice-Work Order # 1005715

Exhibit F

STATE OF NEW YORK
SUPREME COURT COUNTY OF ALBANY

CIT LENDING SERVICES CORPORATION

Plaintiff,

**NOTICE OF APPEARANCE AND
DEMAND FOR SERVICES OF PAPERS**

-against-

Index No.: 1608-10

STATE STREET HOSPITALITY, LLC, 74 STATE, LLC,
GROEGE SHANNON, GARY D. SMITH, THIRD
ALBANY INCOME NOTES, LLC and John Doe
And Mary Roe, said names being fictitious and
And unknown to the plaintiff, the person or parties
Intended being the tenants, occupants, persons or
Parties, if any, having or claiming a possessory interest
In or lien upon the mortgaged premises described in
The Verified Complaint,

Defendants.

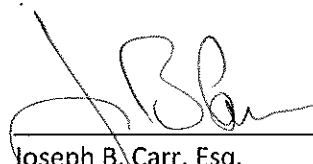
PLEASE TAKE NOTICE, that Third Albany Income Notes, LLC, a party of interest herein appears by its Counsel, Joseph B. Carr, Esquire and demands that all Notices given or required to be given in this case and all papers served and required to be served in this matter be given and served upon:

Joseph B. Carr, Esquire
99 Pine Street, 3rd Floor
Albany, New York 12207
(518) 449-5131

PLEASE TAKE FURTHER NOTICE, that the foregoing demand includes, without limitation, orders and notices of any application, motion, petition, pleading, request, complaint or demand, whether transmitted or conveyed by mail, email, delivery, telephone, telegraph, telex or otherwise.

DATED: March 30, 2010

Albany, New York



Joseph B. Carr, Esq.
Attorney for third Albany Income Notes, LLC
99 Pine Street, 3rd Floor
Albany, New York 12207
Tel: (518) 449-5131

TO: James R. Schultz, Esq.
Maynard, O'Connor, Smith & Catalinotto, LLP
Attorneys for Plaintiff
6 Tower Place
Albany, New York 12203
Tel: (518) 465-3553