

**ARTICLES OF ORGANIZATION**  
**OF**  
**ORLEANS LAND HOLDINGS LLC**

**Under Section 203 of the Limited Liability Company Law**

The undersigned, for the purpose of forming a limited liability company under Section 203 of the New York Limited Liability Company Law (“LLCL”), states as follows:

**FIRST:** The name of the limited liability company (the “Company”) is ORLEANS LAND HOLDINGS LLC.

**SECOND:** The county within this state in which the office of the Company is to be located is Orleans County.

**THIRD:** The Secretary of State is designated as agent of the Company upon whom process against it may be served. The post office address within or without this state to which the Secretary of State shall mail a copy of any process against the Company served upon him or her is: c/o Hurwitz & Fine, P.C., 1300 Liberty Building, Buffalo, New York 14202.

**FOURTH:** The Company is to be managed by one or more members or a class or classes of members.

**IN WITNESS WHEREOF**, the undersigned organizer has signed these Articles of Organization as of the 6<sup>th</sup> day of October, 2016.



Diane K. Church, Esq., Organizer  
1300 Liberty Building  
Buffalo, New York 14202

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**Filed by: Hurwitz & Fine, P.C.  
1300 Liberty Building  
Buffalo, New York 14202**

## ORLEANS LAND HOLDINGS LLC

### OPERATING AGREEMENT

THIS AGREEMENT is made effective as of October 11, 2016 by ORLEANS LAND RESTORATION CORPORATION, as the sole Member of ORLEANS LAND HOLDINGS LLC.

1. Name of Company.

The name of the limited liability company is ORLEANS LAND HOLDINGS LLC (the "Company").

2. Principal Place of Business.

The principal place of business of the Company is 121 North Main Street, Albion, New York 14411.

3. Formation.

The Company was organized as a New York limited liability company under the New York Limited Liability Company Law (the "LLC Law") by the filing of the Articles of Organization (the "Articles") on October 11, 2016 with the New York Department of State.

4. Business of the Limited Liability Company.

The purpose of the Company is to engage in any lawful business purpose. The Company shall have the authority to do all things necessary or convenient to accomplish this purpose and to operate its business.

5. Term.

The Company began on the date of filing of the Articles and, notwithstanding Section 701(d) of the LLC Law, shall continue unless and until terminated by the Member or the Member's legal representative.

6. Name and Address of the Member.

Orleans Land Restoration Corporation, a New York not-for-profit local development corporation, is the sole member of the Company (the "Member"). The Member's address is: 121 North Main Street, Albion, New York 14411.

7. Management.

The Member shall control the business and affairs of the Company in accordance with the LLC Law. The Member shall be authorized to appoint a President, Secretary and such other officers as the Member shall deem appropriate. The Chief Executive Officer of Orleans Land Restoration Corporation shall serve as the President of the Company.

8. Banking.

All funds of the Company shall be deposited in the name of the Company in such checking or other types of depository accounts as may be designated by the Member. All withdrawals from such accounts shall be signed by the Member on behalf of the Company.

9. Miscellaneous.

(a) Adoption of this Agreement.

The Member hereby adopts this Agreement as the Operating Agreement of the Company pursuant to the LLC Law.

(b) Ratification of Organizer's Actions.

The Member hereby ratifies and adopts all previous acts of the Organizer on the Company's behalf, including, but not limited to, contracts entered into by the Organizer on the Company's behalf. The Organizer shall be deemed to have resigned as Organizer and the Member shall hold the Organizer harmless from all previous actions as organizer, effective as of the date of this Agreement.

(c) Captions.

The captions used in this Agreement are inserted for convenience only and are not part of the Agreement.

(d) Governing Law.

This Agreement and the obligations of the Member hereunder shall be interpreted, construed, and enforced in accordance with the Laws of the State of New York, without reference to the principles of conflicts of laws.

(e) Severability.

If any provisions of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law.

(f) Default Rules.

Except as expressly provided otherwise in this Agreement, the Company shall be governed by the LLC Law, including all of the statutory default provisions contained therein.

IN WITNESS WHEREOF, the Member has signed this Agreement effective as of the date first written above for the purpose of adopting it as the Operating Agreement of the Company.

ORLEANS LAND RESTORATION  
CORPORATION

By: 

James Whipple  
Chief Executive Officer