

EXHIBIT 3B

FORM OF EXCLUSION AGREEMENT

EXCLUSION AGREEMENT

This instrument is made as of
_____, 20____, by

("Lienholder"), a
_____, having its
principal place of business at
_____.

RECITALS

- A. _____ ("Lienholder") is and/or shall be the holder of
lien(s), [dated _____, _____, executed by
_____ and recorded on _____, 20____ in
_____ County,] with respect to certain property of
t_____, the owner ("Owner").
- B. Owner has applied for capital funds (the "**Funding**") from the City of
New York (the "**City**") to cover certain costs and expenses incurred
by Owner in connection with the purchase of certain items of
equipment (the "**Equipment**").
- C. It is a condition of the Funding that Owner execute, deliver and
cause to be recorded a Uniform Commercial Code Financing
Statement ("**Form UCC-1**") to grant the City a first priority lien in
the Equipment, and that Lienholder agrees that the Equipment shall
not be subject in any manner to any current and future liens held by
Lienholder in any property of the Owner.
- D. It is to the benefit of Lienholder that the City fund the Equipment.

For good and valuable consideration, the receipt and sufficiency of which
is hereby acknowledged, Lienholder agrees as follows:

1. The Equipment shall not be subject in any manner to any current and
future lien held by Lienholder.
2. Lienholder acknowledges that the City is relying on this instrument in
its determination to advance the Funding to Owner. Lienholder
agrees that the Form UCC-1 shall have the same validity, priority,
and effect as if executed, delivered and recorded prior to the date of
execution, delivery and recordation of any lien held and/or shall be
held by Lienholder, provided, however, that nothing in this
instrument shall in any way alter, change or modify the terms and
conditions of any current or future lien held by Lienholder, or in any

way release or affect the validity of any such current or future lien, except with respect to the Equipment as provided herein.

3. The terms, covenants and agreements of this Exclusion Agreement shall inure to the benefit of the City and its successors, assigns and transferees and shall be binding upon Lienholder and its successors, assigns and transferees.

Entered into this _____ day of _____, 20__.

("Lienholder")

By: _____

Name:

Title:

STATE OF _____)
:SS.:
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared _____, to me personally known to be the _____, and who being by me duly sworn, subscribed their name to the foregoing instrument as an officer of said corporation and acknowledged the execution of such instrument as the voluntary act and deed of said corporation.

Notary Public

My Commission Expires: _____