

FINANCIAL ASSISTANCE PROJECT AGREEMENT

THIS FINANCIAL ASSISTANCE PROJECT AGREEMENT (hereinafter, the "Financial Assistance Agreement"), made as of November 1, 2021, by and between the **ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at 95 Perry Street, Suite 403, Buffalo, New York 14203 (the "Agency"), and **72 E. NIAGARA STREET, LLC**, a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, with offices at 550 Seneca Street, Suite 100, Buffalo, New York 14204 (the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 293 of the Laws of 1970 of the State of New York pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company has requested the Agency's assistance with a certain project (the "Project") consisting of: (i) 1.03+/- acre parcel of land located at 72 East Niagara Street, City of Tonawanda, Erie County New York (the "Land") together with an existing 26,000+/- SF of a former vacant school building (the "Existing Improvements"); (ii) the renovation, upgrading and equipping of the Existing Improvements thereon to consist of 26,000+/- SF of 14 affordable residential units: Nine (9) one-bedroom and Five (5) two-bedroom apartments to be rented below 80% of the average median income ("AMI") and will include approximately 4,000 sq. ft. of commercial space (the "Improvements"); and (iii) the acquisition and installation by the Company of certain items of machinery, equipment and other tangible personal property (the "Equipment"), and collectively with the Land, the Existing Improvements and the Improvements, the "Facility"), all to be used by the Company. The Facility will be initially operated and/or managed by the Company; and

WHEREAS, by Resolution dated January 27, 2021 (the "Resolution"), the Agency has conferred on the Company certain benefits, exemptions and other financial assistance consisting of a real property tax abatement benefit for the financing related to the Project (the "Financial Assistance"); and

WHEREAS, the Agency requires, as a condition and as an inducement for it to provide real property tax abatement benefits, that the Company provide assurances with respect to the recapture of any real property tax abatement benefits on the terms herein set forth.

WHEREAS, this Financial Assistance Agreement sets forth the terms and conditions under which Financial Assistance shall be provided to the Company; and

WHEREAS, no amount of Financial Assistance shall be provided to the Company by the Agency prior to the effective date of this Financial Assistance Agreement.

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. Purpose of Project. The purpose of the Agency's provision of Financial Assistance with respect to the Project is to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of the Project to advance job opportunities, health, general prosperity and economic welfare of the people of Erie County, and to specifically promote the investment commitment, employment-commitment, local labor commitment, equal pay commitment, and the unpaid real property tax policy commitment all as contained herein and within the Company's Application.

2. Representations and Covenants of the Company. The Company makes the following representations and covenants in order to induce the Agency to proceed with the Project:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, has the authority to enter into this Financial Assistance Agreement, and has duly authorized the execution and delivery of this Financial Assistance Agreement.

(b) Neither the execution and delivery of this Financial Assistance Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Financial Assistance Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

(c) The Facility and the operation thereof will conform with all applicable zoning, planning, and building laws and regulations of governmental authorities having jurisdiction over the Facility, and the Company shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection (c).

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any way materially diminish or adversely impact on the Company's ability to fulfill its obligations under this Financial Assistance Agreement.

(e) The Company covenants that the Facility will comply in all respects with all environmental laws and regulations, and, except in compliance with environmental laws and regulations, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Facility except in compliance with all material applicable laws, (ii) that the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Facility or onto

any other property, (iii) that no asbestos will be incorporated into or disposed of on the Facility, (iv) that no underground storage tanks will be located on the Facility, and (v) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence. The Company upon receiving any information or notice contrary to the representations contained in this Section shall immediately notify the Agency in writing with full details regarding the same. The Company hereby releases the Agency from liability with respect to, and agrees to defend, indemnify, and hold harmless the Agency, its President/CEO, directors, members, officers, employees, agents, representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section. In the event the Agency in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed with respect to the Facility, the Company agrees to pay the expenses of same to the Agency upon demand.

(f) Pursuant to the policies of the Agency and the Resolution, the Company covenants and agrees that it may be subject to a Recapture Event Determination (as hereinafter defined) resulting in the potential recapture of any and all Financial Assistance, as described below, if the Company receives Financial Assistance from the Agency and it is determined by the Agency, or Agency staff, as appropriate, that:

(1) the Company has made a material false or misleading statement, or omitted any information which, if included, would have rendered any information in the Application or supporting documentation false or misleading in any material respect; or

(2) the Company fails to meet and maintain the thresholds and requirements as described below, as evidenced by submission, on an annual basis or as otherwise required beginning in the first year in which the Financial Assistance is so claimed, through the termination of the PILOT Agreement (said time period so referenced being hereinafter defined as the "Material Terms and Conditions Monitoring Period") of written confirmation certifying:

(a) Investment Commitment – the total investment actually made with respect to the Project at the time of Project completion equals or exceeds \$2,411,225 (which represents the product of 85% multiplied by \$2,836,736, being the total project cost as stated in the Company's application for Financial Assistance).

(b) Employment Commitment – that there are at least 17 existing full time equivalent ("FTE") employees located at, or to be located at, the Facility as stated in the Company's application for Financial Assistance (the "Baseline FTE"); and

- the number of current FTE employees in the then current year at the Facility; and
- that within two (2) years of Project completion, the Company has maintained and created FTE employment at the Facility equal to 19 FTE employees [representing the sum of (x) 17 Baseline FTE and (y) 2 FTE employees, being the product of 85% multiplied by 3 (being the 3 new FTE employee positions

proposed to be created by the Company as stated in its Application)]. In an effort to confirm and verify the Company's employment numbers, the Agency requires that, at a minimum, the Company provide employment data to the Agency on a quarterly basis, said information to be provided on the Agency's "Quarterly Employment Survey" form to be made available to the Company by the Agency.

In order to certify and verify the foregoing the Company shall provide to the Agency, a certified statement and documentation: (i) enumerating the full time equivalent jobs retained and the full time equivalent jobs created as a result of the Financial Assistance, by category, including full time equivalent independent contractors or employees of independent contractors that work at the project location, and (ii) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that was provided in the application for Financial Assistance is still accurate and if it is not still accurate, providing a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created. Exhibit A contains the form of annual certification as so required.

(c) Local Labor Commitment –that the Company adheres to and undertakes or has undertaken construction activities in compliance with the Agency's Local Labor Workforce Certification Policy and Local Labor Reporting Requirements on a quarterly reporting basis during the construction period (Exhibit B); and

(d) Equal Pay Commitment – that the Company adheres to and complies with the Agency's Pay Equity Policy.

(e) Unpaid Real Property Tax Policy Commitment – that the Company is compliant with the Agency's Unpaid Real Property Tax Policy.

The findings made by the Agency, or Agency staff, as appropriate, with respect to Section 2(f)(1), and/or failure to provide the written confirmation as required by Section 2(f)(2) with respect to the thresholds and requirements as identified in Section 2(f)(2), above, and/or failure to meet the thresholds and requirements as identified in Section 2(f)(2) above, may potentially be determined by the Agency, in accordance with the Agency's "Policy for Termination and/or Modification of Agency Financial Assistance and Recapture of Agency Financial Assistance Previously Granted", or by Agency Staff, as appropriate, to constitute a failure to comply with a material term or condition to use property or services or Agency Financial Assistance in the manner approved by the Agency in connection with the Project, and/or a failure to comply with the Agency's policies and Resolution (collectively, findings and determinations made as described herein with respect to Section 2(f)(1) and/or the failure under Section 2(f)(2) to submit the required certification and/or the failure to meet the required thresholds and requirements as specified in Section 2(f)(2) are hereby defined as a "Recapture Event Determination"). If the Agency makes a Recapture Event Determination, or notwithstanding anything contained herein to the contrary, Agency staff makes a finding with respect to Section 2(f)(1) and/or Agency staff determines that the Company has closed the Project or has failed to operate the Project as contemplated by the Application and the Resolution, then the Company agrees and covenants that it will (i) cooperate with the Agency in

its efforts to recover or recapture any and all Financial Assistance obtained by the Company and (ii) promptly pay over any such amounts to the Agency that the Agency demands in connection therewith. The Company further understands and agrees that in the event that the Company fails to pay over such amounts to the Agency, the New York State Tax Commissioner and/or Erie County Comptroller may assess and determine the Financial Assistance due from the Company, together with any relevant penalties and interest due on such amounts.

(h) In accordance with the Resolution, the Application, and the cost-benefit analysis, the Company further confirms that real property tax abatement benefits to be provided are estimated to be approximately \$146,995, resulting in estimated total PILOT payments of \$40,090 over the term of the PILOT Agreement. Estimated dates when PILOT payments are to be made, and the PILOT payment formula, are provided in Exhibit C.

(i) The Company acknowledges and agrees that the Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, invoice, bill or purchase order in any manner and to any extent whatsoever as so related to the Project (including payment or performance obligations), and the Company shall be the sole party liable thereunder.

(j) The Company covenants and agrees that at all times during the Material Terms and Conditions Monitoring Period, it will (i) maintain its existence, continue to operate the Project as contemplated by the Application and the Resolution and not dissolve, (ii) continue to be a limited liability company subject to service of process in the State and either organized under the laws of the State, or organized under the laws of any other state of the United States and duly qualified to do business in the State, (iii) not liquidate, wind-up or dissolve or otherwise sell, assign, or dispose of all or substantially all of its property, business or assets except this Financial Assistance Agreement may be assigned to a Related Person of the Company (as that term is defined in subparagraph (C) of paragraph three of subsection (b) of section four hundred sixty-five of the Internal Revenue Code of 1986, as amended, hereinafter "Related Person") without the receipt of the Agency's reasonable prior written consent and provided such assignee/successor entity shall reaffirm the Company's obligation's hereunder, and (iv) not consolidate with or merge into another entity or permit one or more entities to consolidate with or merge into it except upon receipt of the Agency's reasonable prior written consent and unless such merged or combined entity shall reaffirm the Company's obligation's hereunder. Granting or withholding of the Agency's consent shall be in the sole discretion of the Agency. A transfer in excess of 50% of the equity voting interests of the Company, other than to a Related Person of the Company, shall be deemed an assignment and require the prior written consent of the Agency.

(k) The Company confirms and acknowledges under the penalty of perjury that as of the date hereof, the Company, as owner, occupant, or operator of the Project receiving Financial Assistance from the Agency in connection with the Project, is in substantial compliance with all applicable local, state and federal tax, worker protection and environmental laws, rules and regulations. The Company further agrees that it will, throughout the term of this Financial Assistance Agreement, promptly comply in all material respects with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal and other governments, departments, commissions, boards, companies or associations insuring the

premises, courts, authorities, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Facility or any part thereof, or to any use, manner of use or condition of the Facility or any part thereof. Notwithstanding the foregoing, the Company may in good faith contest the validity of the applicability of any requirement of the nature referred to this Section 2(k). In such event, the Company, with the prior written consent of the Agency (which shall not be unreasonably conditioned, delayed or withheld) may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom unless the Agency shall notify the Company that it must comply with such requirement or requirements.

2. Hold Harmless Provision. The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency, its President/CEO, directors, members, officers, employees, agents, representatives, successors, and assigns from and against, any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Facility or breach by the Company of this Financial Assistance Agreement or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, and leasing of the Facility, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its President/CEO, directors, members, officers, employees, agents, representatives, successors, and assigns and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; except, however, that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Indemnified Parties to the extent that such an indemnity would be prohibited by law.

In the event of any claim against the Agency or its President/CEO, directors, members, officers, employees, agents, representatives, successors, and assigns by any employee of the Company or any contractor of the Company or anyone directly or indirectly employed by any of them or any one for whose acts any of them may be liable, the obligations of the Company hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Company or such contractor under Worker's Compensation acts, disability benefits or other employee benefit acts. Any other provisions of this Financial Assistance Agreement to the contrary notwithstanding, the obligations of the Company shall remain in full force and effect after the termination of this Financial Assistance Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses and charges incurred by the Agency, its President/CEO, directors, members, officers, employees, agents, representatives, successors, and assigns relating thereto.

3. Insurance Required. During the term of the Lease Agreement entered into with the Erie County Industrial Agency an **ACORD 25-Certificate of Liability Insurance** and **ACORD 855 NY-New York Construction Certificate of Liability Addendum** shall be

provided evidencing the following insurance is currently maintained and in force with an insurance carrier approved to do business in the State of New York and maintaining an A.M. Best Rating of A- or better showing Erie County Industrial Development Agency as Certificate Holder. It is our suggestion that you share these requirements with your current insurance agent, broker or insurance company.

Acceptable Certificates of Insurance shall indicate the following minimal coverage, limits of insurance, policy numbers and policy effective and expiration dates.

Commercial General Liability: Agent and subcontractors shall provide such coverage on an occurrence basis for the named insured's premises & operations and products-completed operations. Blanket Contractual Liability provided within the "insured contract" definition may not be excluded or restricted in any way. Property damage to work performed by subcontractors may not be excluded or restricted nor shall the Additional Insured's coverage for claims involving injury to employees of the Named Insured or their subcontractors be excluded or restricted. The "insured contract" exception to the Employers Liability exclusion also may not be removed or restricted in any way.

These coverages are to be properly evidenced by checking the appropriate box(es) on the **ACORD 855-NY Construction Certificate of Liability Addendum's** Information Section, Items G, H, I and L. Policy shall have attached **Designated Location(s) General Aggregate Limit CG 25 04** endorsement.

Limits expressed shall be no less than:

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Per Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Fire Damage Liability	\$ 100,000
Medical Payments (per person)	\$ 5,000

Erie County Industrial Development Agency shall be named as Additional Insured per **ISO Form CG 20 26-Additional Insured Designated Person or Organization** to provide coverage for the Additional Insured. Coverage shall apply on a Primary & Non-Contributory basis. All insurance required of the Company shall waive any right of subrogation of the insurer against any person insured under such policy, and waive any right of the insurer to any off-set or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under such policy.

ACORD 855 NY-New York Construction Certificate of Liability Insurance: It is not uncommon for insurers to modify the standard ISO policy language with endorsements that result in modifications to language preferred by the insurer. This addendum is required to supplement the **ACORD 25-Certificate of Liability Insurance** with additional information that provides a more detailed expression of the types of coverage required. Specifically required coverages may be excluded or limited by the attachment of exclusionary or limitation

endorsements. This addendum provides the insurer the ability to certify coverage provided by the absence of such exclusionary or limiting modifications.

Blanket Additional Insured endorsement to include – Owner, Lessees or Contractors - Automatic Status For Other Parties When Required in Written Construction Agreement – Wording should include any other person or organization you are required to add as an additional insured under the contract or agreement (**Paragraph 2 of CG 20 38 04 13 or equivalent**).

Any scheduled person or organization section of the additional insured endorsement containing wording other than designated names shall not be accepted.

Umbrella/Excess Liability: Commercial Umbrella or excess liability for a limit of at least \$5,000,000 per occurrence with a \$5,000,000 Aggregate. Coverage should respond on a follow-form basis and excess over the aforementioned underlying policy limits. Erie County Industrial Development Agency shall be named as Additional Insured. Coverage shall apply on a Primary & Non-Contributory basis.

Workers Compensation/Disability Insurance:

- i) The Company and/or Project Owner shall provide evidence of insurance and maintain Workers Compensation/Disability insurance as required by statute. Erie County Industrial Development Agency shall be named as the Certificate Holder.

ii) Accepted Forms:

Workers Compensation Forms		DBL (Disability Benefits Law) Forms	
CE-200	Exemption	CE-200	Exemption
C-105.2	Commercial Insurer	DB-120.1	Insurers
SI-12	Self-Insurer	DB-155	Self-Insured
GSI-105.2	Group Self-Insured		
U-26.3	New York State Insurance Fund		

If the Company and/or Project owner have no employees, the Company and/or Project owner shall provide a completed and signed Form CE-200 or later revision, which is found on the New York State Workers Compensation Board website: www.wcb.ny.gov/. This form is to be completed on-line, printed, and signed.

ECIDA Address: All evidence of insurance shall be sent to:
 Erie County Industrial Development Agency
 95 Perry St, Suite 403
 Buffalo, NY 14203

4. Additional Provisions Respecting Insurance. (a) Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall provide for payment of the

losses of the Company and the Agency as their respective interests may appear. The Company shall cause all contractors and agents of the Company undertaking the Project to carry and provide evidence of Commercial General Liability Insurance and Umbrella/Excess Liability Insurance consistent with the minimal coverages and limits of insurance requirements as specified within Section 4 of this Agent Agreement, with the Agency named as an additional insured.

(b) All such certificates of insurance of the insurers indicating that such insurance is in force and effect, and all policies (if applicable), shall be deposited with the Agency on the date hereof. At least thirty (30) days prior to expiration of the policy evidenced by said certificates, the Company shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agreement.

5. This Financial Assistance Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

6. All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, or by a nationally-recognized overnight courier, addressed as follows:

To the Agency: Erie County Industrial Development Agency
95 Perry Street, Suite 403
Buffalo, New York 14203
Attn: Chief Executive Officer

With a copy to: Harris Beach PLLC
726 Exchange Street, Suite 1000
Buffalo, New York 14210
Attn: Robert G. Murray, Esq.

To the Company: 72 Niagara Street, LLC
550 Seneca Street, Suite 100
Buffalo, New York 14204
Attn: David Pawlik, Managing Partner

With a copy to: Attea & Attea
11 West Main Street
Hamburg, New York 14075
Attn: Brian Attea, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

7. This Financial Assistance Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of

New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the Federal or state courts located in Erie County, New York.

8. The warranties, representations, obligations and covenants of the Company under this Financial Assistance Agreement shall be absolute and unconditional and shall remain in full force and effect during the term of this Financial Assistance Agreement, shall be deemed to have been relied upon by the Agency, and shall survive the delivery and termination of this Financial Assistance Agreement to the Agency, regardless of any investigation made by the Agency, and all such payments after such termination shall be made upon demand of the party to whom such payment is due.


9. By executing this Financial Assistance Agreement, the Company covenants and agrees to pay all fees, costs and expenses incurred by the Agency for (a) legal services, including but not limited to those provided by the Agency's general counsel or bond/transaction counsel, (b) other consultants retained by the Agency, if any, in connection with the Project; in accordance with the terms of the Administrative Fee Agreement between the Company and the Agency, and (c) with respect to enforcing this Financial Assistance Agreement (including reasonable attorney fees). The Company further covenants and agrees that the Company is liable for payment to the Agency of all charges referred to above, as well as all other actual costs and expenses incurred by the Agency in undertaking the Project notwithstanding the occurrence of any of (i) the applicant's withdrawal, abandonment, cancellation or failure to pursue the Project; (ii) the inability of the Agency or the Company to procure the services of one or more financial institutions to provide financing for the Project; or (iii) the Company's failure, for whatever reason, to undertake and/or successfully complete the Project.

(Remainder of page intentionally left blank)

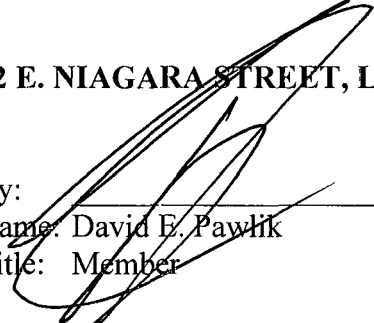
[Signature/Acknowledgment Page to Financial Assistance Agreement]

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

ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

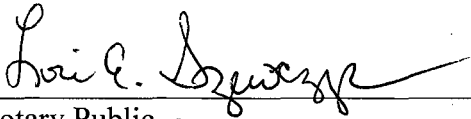
By: 
Name: Elizabeth A. O'Keefe
Title: Vice President

72 E. NIAGARA STREET, LLC

By: 
Name: David E. Pawlik
Title: Member

STATE OF NEW YORK)
COUNTY OF ERIE) SS.:

On the 18th day of November, 2021, before me, the undersigned, personally appeared **ELIZABETH A. O'KEEFE**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

LORI A. SZEWCZYK
Notary Public, State of New York
No. 01SZ5030580
Qualified in Erie County
Commission Expires 07/18/2022

STATE OF NEW YORK)
COUNTY OF ERIE) SS.:

On the 16th day of November, 2021, before me, the undersigned, personally appeared **DAVID E. PAWLIK**, 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.

BRIAN F. ATTEA
Notary Public, State of New York
Qualified in Erie County
My Commission Expires September 28, 2022

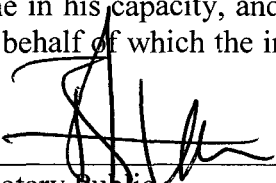

Notary Public

Exhibit A

**DRAFT FORM OF ANNUAL EMPLOYMENT AND SALARY AND FRINGE
BENEFITS AND RELATED PROJECT INFORMATION CERTIFICATION LETTER**

Re: New Project Verification

Dear:

The Erie County Industrial Development Agency (the "Agency") is currently providing assistance in connection with the/your project in the City of Buffalo.

The Agency is required to file an annual report with the New York State Comptroller providing information on its activities, and the activities of projects that are assisted by the Agency. In order for the Agency to compile that report, it is necessary that we obtain information relating to assistance provided and benefits derived from all entities that receive such assistance. Failure by the Agency to file the report information required by New York State could result in the Agency losing its ability to provide future assistance or the entity suffering claw-back provisions and forfeiting benefits previously received. Therefore, it is important that this information be provided in an accurate and timely manner.

Attached please find a questionnaire to be completed and returned to the Agency by_____. If you have any questions regarding the required information, please do not hesitate to call our office.

We appreciate your assistance in this matter. A self-addressed stamped envelope is enclosed for your convenience.

Very truly yours,

Company name and address:

Project Name:

Company contact:

Contact phone number:

(Please correct any information above)

Financing Information

Has the Agency provided project financing assistance through issuance of a bond or note?

Yes No

If financing assistance was provided, please provide:

- Original principal balance of bond or note issued _____
- Outstanding principal balance of such bond or note at December 31, 2021 _____
- Principal paid during 2021 _____
- Outstanding principal balance of such bond or note at December 31, 2021 _____

Interest rate on mortgage as of December 31, 2021 _____

Final maturity date of the bond or note _____

Is the Company a not-for-profit? _____

Sales Tax Abatement Information

Did your company receive Sales Tax Abatement on your Project during 2021?

Yes No

If so, please provide the amount of sales tax savings received _____

(A copy of the ST-340 sales tax report submitted to New York State for the reporting period is required to be attached with this report)

Mortgage Recording Tax Information

Did your company receive Mortgage Tax Abatement on your Project during 2021?

Yes No

(NOTE: Only be applicable the year that a mortgage was placed upon the project)

The amount of the mortgage recording tax that was abated during 2021 _____

Job Information

Number of full time equivalent employees (“FTE”) existing jobs by category and average Hourly wage for each **before IDA status**

Category	FTE	Average Hourly Wage
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____

Current number of FTE employees for 2021 by category and average hourly wage.

Category	FTE	Average Hourly Wage
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____

Number of FTE jobs **created** during 2021 as a result of the assistance received through the IDA by category and average hourly wage.

Category	FTE	Average Hourly Wage
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____

Number of FTE jobs retained during 2021 by category and average hourly wage.

Category	FTE	Average Hourly Wage
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____

Total annual payroll for 2021 _____

A copy of the NYS 45 form for the project location is required to be submitted with this report. If the NYS 45 form is not available for the specific project location or the form does not accurately reflect the full time jobs created an internal report verifying the total jobs by employment category as outlined above at the location is required with this submission.

Number of FTE construction jobs created during 2021 _____

Number of FTE construction jobs during 2021 _____

2021 Capital Investment

Real Estate	_____
Construction	_____
Machinery and Equipment	_____
Other Taxable Expenses	_____
Other Non-Taxable Expenses	_____
Total Capital Investment	_____

I certify that to the best of my knowledge and belief all of the information on this form is correct. I also understand that failure to report completely and accurately may result in enforcement of provisions of my agreement, including but not limited to voidance of the agreement and potential claw back of benefits.

Signed: _____
(Authorized Company Representative)

Date: _____

Exhibit B

LOCAL LABOR UTILIZATION REPORT

VERIFIED QUARTERLY EMPLOYMENT REQUEST

To be filed at initiation of construction and for each quarter

(ending on March 31, June 30, Sept. 30 and Dec. 31)

Must be filed within 10 business days of each quarter

SELECT REPORTING PERIOD March June September December

Owner Name: 72 E. Niagara Street, LLC

Project Address: 72 East Niagara Street, Tonawanda, New York 14150

Phone (B): () _____ Phone (cell): _____

Fax: () _____ e-mail: _____

**COMPLETE FOR ALL CONSTRUCTION CONTRACTORS WHO ARE WORKING OR WHO
HAVE WORKED ON THE SITE IN THE PREVIOUS QUARTER**

Vendor Name: _____

Vendor Address: _____

Phone (B): _____ Phone (cell): _____

Fax: _____ e-mail: _____

List # of Employees residing in each:

Zip Code	County	# of Employees
Example - 14075	Erie	10

CHECK IF CONSTRUCTION IS COMPLETE CHECK IF THIS IS YOUR FINAL REPORT

CONSTRUCTION HAS NOT YET STARTED ON THIS PROJECT

Contractor Signature: _____

Send Completed Form(s) to: ECIDA - Attn: Jamee Lanthier, Compliance Officer, 95 Perry Street, Suite 403, Buffalo, New York 14203 or via email at: jlanthier@ecidany.com

Exhibit C

Payment in lieu of Taxes Estimated Due Dates and Payment Amounts

**** Assumes Project Completion date is before the March 31, 2022 Tax Status Date**

Project Tax Year	Tax Fiscal Year			PAYMENT FACTOR
	County	City	School	
1	2023	2023	2022-2023	10%
2	2024	2024	2023-2024	10%
3	2025	2025	2024-2025	20%
4	2026	2026	2025-2026	20%
5	2027	2027	2026-2027	30%
6	2028	2028	2027-2028	30%
7	2029	2029	2028-2029	30%

PILOT Payment Amount Formula

Upon the commencement of the tax fiscal years set forth above, the Company shall make payments in lieu of taxes to all taxing authorities in accordance the formula, below. For each taxing authority, such payments in lieu of taxes shall be equal to the sum of (a) the land component payment amount and (b) the variable component payment amount, as further described, below.

- (a) The land component (“Land Component”) shall be equal to the product of:
 - (i) The then current tax rate for the then current tax fiscal year,
x
 - (ii) Then current assessed valuation that is to be determined by the Assessor of the City of Tonawanda of the non-depreciable portion of all tax parcels comprising the Project (assessed as land).

- (b) The existing improvements component (“Existing Improvements Component”) shall be equal to the product of:
 - (i) The then current tax rate for the then current tax fiscal year,
x
 - (ii) The assessed valuation that has been determined to be \$315,000 (the “Pre-Project Existing Improvements Assessment Amount”) which was calculated as the total current assessment of SBL No. 39.38-2-1.1 and SBL No. 39.38-2-3.2 (assessed as buildings or other improvements).

- (c) The variable component (“Variable Component”) shall be equal to the product of:
 - (i) The then current tax rate for the then current tax fiscal year
x
 - (ii) The difference between 1) the then current assessed valuation that is to be determined by the Assessor of the City of Tonawanda of all buildings and improvements comprising the Project and 2) \$315,00 (the Pre-Project Existing Improvements Assessment Amount)
x
 - (iii) A payment factor applicable to such tax fiscal shown in the table, above.