

## AGENT AND FINANCIAL ASSISTANCE PROJECT AGREEMENT

THIS AGENT AND FINANCIAL ASSISTANCE PROJECT AGREEMENT (hereinafter, the “Agent Agreement”), made as of May 8, 2025, 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 **DECKORATORS, INC.**, a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan, duly qualified to do business in the State of New York, with offices at c/o UFP Industries, 2801 E. Beltline Avenue NE, Grand Rapids, Michigan 49525 (“Deckorators”) and **UFP REAL ESTATE, LLC**, a limited liability company duly organized, validly existing and in good standing under the laws of the State of Michigan, duly qualified to do business in the State of New York, with offices at c/o UFP Industries, 2801 E. Beltline Avenue NE, Grand Rapids, Michigan 49525 (“UFP Real Estate” and together with Deckorators, 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 submitted an application (the “Application”) to the Agency requesting the Agency’s assistance with respect to a certain project (the “Project”) consisting of: (i) the acquisition by the Agency of a leasehold interest in certain property located at 300 Commerce Drive in the City of Lackawanna, Erie County, New York, and all other lands in the City of Lackawanna where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the “Land”) and the existing improvements located thereon consisting of an approximately 168,310 square foot building (the “Existing Improvements”); (ii) the construction of an approximately 19,000 square-foot addition to the Existing Improvements to accommodate manufacturing capacity (the “Improvements”); and (iii) the acquisition by the Company in and around the Improvements and Existing Improvements of certain items of machinery, equipment and other tangible personal property (the “Equipment”); and, together with the Land, the Existing Improvements and the Improvements, the “Facility”). The Facility will be initially owned and operated by the Company; and

WHEREAS, by Resolution adopted on March 26, 2025 (the “Resolution”), the Agency authorized the Company to act as its agent for the purposes of undertaking the Project subject to the Company entering into this Agent Agreement; and

WHEREAS, by its Resolution, the Agency has conferred on the Company in connection with the Project certain benefits, exemptions and other financial assistance consisting of: (a) an exemption benefit from all New York State and local sales and use tax exemption benefits for purchases and rentals related to the Project with respect to the qualifying personal property included in or incorporated into the Facility or used in the acquisition, construction or equipping of the Facility, (b) a partial abatement from real property taxes benefit through a ten (10) year “payment in lieu of tax agreement” (the “PILOT Agreement”) with the Company for the benefit

of each municipality and school district having taxing jurisdiction over the Project, (collectively, the sales and use tax exemption benefit, and the partial abatement from real property taxes benefit, are hereinafter collectively referred to as the “Financial Assistance”); and

WHEREAS, the Agency requires, as a condition and as an inducement for it to provide said Financial Assistance, that the Company provides assurances with respect to the recapture of said Financial Assistance on the terms herein set forth; and

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

WHEREAS, no agent status in favor of the Company or any subagent thereof, nor any amount of Financial Assistance shall be provided to the Company by the Agency prior to the effective date of this Agent 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 and Scope of Agency. 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.

Pursuant to the Resolution, the Agency has appointed the Company as agent to undertake the Project, as defined herein and within the Resolution. The Company hereby agrees to limit its activities as agent for the Agency under the authority of the Resolution to acts reasonably related to the acquisition and installation of certain machinery, equipment and building materials, all for incorporation and installation thereof in and around the Facility. Pursuant to the Resolution and this Agent Agreement, the Company has the power to delegate such agency, in whole or in part, to agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and subagents and to such other parties as the Company chooses including but not limited to the individuals and entities described on Schedule A attached hereto (collectively, the “Subagents”). The Company shall have the right to amend Schedule A from time to time and shall be responsible for maintaining an accurate list of all parties acting as agent for the Agency. The Company’s right to appoint Subagents is expressly conditioned upon updating of Schedule A, hereto, along with the prompt filing of Form ST-60 (non-primary) within 30 days of each Subagent’s appointment date (see Exhibit A). The right of the Company and all duly appointed Subagents to act as agent of the Agency shall expire on **December 31, 2028**, unless extended as contemplated by the Resolution. The aggregate amount of work performed by the Company and all Subagents as agents for the Agency shall not exceed the amounts identified in the Resolution and Section 2(h) of this Agent Agreement.

All contracts entered into by the Company and all subagents thereof as agent for the Agency shall include the language contained within Schedule B, hereto. Failure by the Company and/or any subagent thereof to include such language shall disqualify the agent status and sales tax exemptions derived by virtue of this Agent Agreement. The Company, for itself and on behalf of all duly appointed subagents, hereby agrees that all contracts entered into by the Company and any subagents thereof shall be available to the Agency for inspection and confirmation of the foregoing mandatory language.

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/Facility:

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

(b) Neither the execution and delivery of this Agent Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Agent 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 diminish or adversely impact on the Company's ability to fulfill its obligations under this Agent 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 executive director, directors, members, officers, employees, agents (except the Company), 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 reasonable expenses within five (5) business days of receipt of such invoice, provided that such expenses are mutually agreed upon prior to Agency committing to such expense.

(f) Any personal property acquired by the Company in the name of the Agency shall be located in the City of Lackawanna, except for temporary periods during ordinary use.

(g) In accordance with Section 874 and 875 of the New York General Municipal Law, 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 modification, recapture and/or termination of any and all Financial Assistance, as described herein, if the Company receives, or any duly appointed subagents receives any Financial Assistance from the Agency, and it is determined by the Agency, or Agency staff, as appropriate, that:

(1) the Company or its Subagents, if any, authorized to make purchases for the benefit of the Project is not entitled to the sales and use tax exemption benefits; or

(2) the sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company or its Subagents, if any; or

(3) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or

(4) 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, on its application for Financial Assistance; or

(5) the Company fails to meet and maintain the thresholds and requirements representing certain material terms and conditions required by the Agency to be complied with and adhered to, as evidenced by submission, as so required by the Agency, of a written certification submitted on an annual basis beginning in the first year in which Financial Assistance is claimed through the termination of the PILOT Agreement (the "Project Completion Date" said time period so referenced being hereinafter defined as the "Material Terms and Conditions Monitoring Period") confirming:

(a) Investment Commitment - that the total investment actually made with respect to the Project at the Project's construction completion date equals or

exceeds \$65,641,695 (which represents the product of 85% multiplied by \$77,225,524 being the total project cost as stated in the Company's application for Financial Assistance); and

(b) Employment Commitment - that there are at least 42 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 specifically confirming:

- 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 42 FTE employees [being the product of 85% multiplied by 50 (being the 50 new FTE employee positions proposed to be created by the Company as stated in its Application)]. 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.

On an annual basis, 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 F contains the form of annual certification as so required. Unless the Agency shall have notified the Company of an earlier submission date, the Company shall submit the annual certification in the form attached as Exhibit F no later than February 15<sup>th</sup> of each year during the Material Terms and Conditions Monitoring Period. Prior to making a Recapture Event Determination, the Agency shall provide the Company with written notice of the alleged deficiency and a thirty (30) day period to cure or respond.

(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 D); and

(d) Equal Pay Commitment - that the Company adheres to and undertakes or has undertaken activities in compliance with the Agency's Pay Equity Policy; and

(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(g)(1), (2), (3) and/or (4) and/or failure to provide the written confirmation as required by Section 2(g)(5) with respect to the thresholds and requirements as identified in Section 2(g)(5), above, and/or failure to meet the thresholds and requirements as identified in Section 2(g)(5) 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 Section 875(3) of the New York General Municipal Law, and/or 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(g)(1), (2), (3) and/or (4) and/or the failure under Section 2(g)(5) to submit the required certification and/or the failure to meet the required thresholds and requirements as specified in Section 2(g)(5) 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(g)(1), (2), or (3) above, 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:

(i) covenants that the purchase of goods and services relating to the Project and subject to New York State and local sales and use taxes shall be in an amount estimated up to \$17,500,000, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency, subject to Section 2(g) of this Agent Agreement, cannot exceed \$1,531,250; and

(ii) confirms that real property tax abatement benefits to be provided are estimated to be approximately \$291,385 resulting in estimated total PILOT payments of \$1,711,014 over the term of the PILOT Agreement. Estimated dates when PILOT payment are to be made, and the PILOT payment formula, as provided in Exhibit G.

(i) The Company acknowledges and agrees that the foregoing Agency Financial Assistance constitutes “public funds” unless otherwise excluded under Section 224-a(3) of the New York Labor Law, and by executing this Agreement, (i) confirms and acknowledges

that it has received notice from the Agency pursuant to Section 224-a(8)(d) of the New York Labor Law and (ii) acknowledges its obligations pursuant to Section 224-a(8)(a) of the New York Labor Law. Other than the Agency Financial Assistance estimates provided herein and disclosed to the Company, the Agency makes no representations or covenants with respect to the total sources of “public funds” received by the Company in connection with the Project.

(j) The Company acknowledges and understands that a Recapture Event Determination made with respect to Section 2(g)(4) of this Agent Agreement will, in addition, immediately result in the loss and forfeiture of the Company’s right and ability to obtain any and all future Financial Assistance with respect to the Project.

(k) The Company further covenants and agrees to complete, or cause to be completed, “IDA Appointment of Project Operator or Agent For Sales Tax Purposes” (NYS Form ST-60), in the form attached hereto as Exhibit A, for each Subagent, if any, and such other parties as the Company chooses who provide materials, equipment, supplies or services and forward said form to the State Department of Taxation and Finance within thirty (30) days of appointment.

(l) The Company acknowledges and agrees that all purchases made in furtherance of the Project shall be made using “IDA Agent or Project Operator Exempt Purchase Certificate” (NYS Form ST-123, a copy of which is attached hereto as Exhibit B-1 and Exhibit B-2), and it shall be the responsibility of the Company (and not the Agency) to complete NYS Form ST-123. The Company acknowledges and agrees that it shall identify the Project on each bill and invoice for such purchases and further indicate on such bills or invoices that the Company is making purchases of tangible personal property or services for use in the Project as agent of the Agency. For purposes of indicating who the purchaser is, the Company acknowledges and agrees that the bill or invoice should state, “I, [NAME OF COMPANY OR SUBAGENT], certify that I am a duly appointed agent of the ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY and that I am purchasing the tangible personal property or services for use in the DECKORATORS, INC. Project located at 300 Commerce Drive, Lackawanna, New York 14218, IDA Project Number 1404-25-01A and/or the UFP REAL ESTATE, LLC Project located at 300 Commerce Drive, Lackawanna, New York 14218, IDA Project Number 1404-25-01B”. For convenience purposes, in the instance where the vendor does not print on each invoice the acknowledgment as described in the prior sentence, an “Invoice Rider” (a copy of which is attached hereto as Exhibit B-3) can be utilized for record keeping purposes.

(m) The Company further covenants and agrees to file an annual statement with the State Department of Taxation and Finance on “Annual Report of Sales and Use Tax Exemptions” (NYS Form ST-340, a copy of which is attached hereto as Exhibit C) regarding the value of sales and use tax exemptions the Company and its Subagents, if any, have claimed pursuant to the agency conferred on the Company with respect to the Project in accordance with General Municipal Law Section 874(8). The Company further covenants and agrees that it will, within thirty (30) days of each filing, provide a copy of same to the Agency; provided, however, in no event later than February 15th of each year. The Company understands and agrees that the failure to file such annual statement will result in the removal of the Company's authority to act as agent for the Agency.

(n) The Company further covenants and agrees to submit to the Agency a Local Labor Utilization Report, which is attached hereto as Exhibit D, on a quarterly basis within ten (10) business days of each quarter end during the construction period. This report represents verification that the Company and its Subagents, if any, 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.

(o) The Company acknowledges and agrees that, except to the extent of bond proceeds (to the extent bonds are issued by the Agency with respect to the Project), 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 (including payment or performance obligations), and the Company shall be the sole party liable thereunder.

(p) 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 corporation and 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 Agent 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 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 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.

(q) 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 Agent 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(p). 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.

3. 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 and its directors, members, officers, employees, agents (except the Company), representatives, successors and assigns harmless 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 Agent Agreement or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, constructing, rehabilitating, renovating, equipping, owning and leasing of the Equipment or 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 respective directors, members, officers, employees, agents (except the Company), 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 that such indemnities will not be applicable with respect to willful misconduct on the part of the Agency or any other person or entity to be indemnified. In the event of any claim against the Agency or its directors, members, officers, employees, agents (except the Company), 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 Agent Agreement to the contrary notwithstanding, the obligations of the Company shall remain in full force and effect after the termination of this Agent 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, or its directors, members, officers, employees, agents (except the Company), representatives, successors and assigns, relating thereto.

4. Insurance Required. During the term of an Agent Agreement and/or a Lease Agreement entered into with the Erie County Industrial Development 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. **See Schedule C for further insurance requirements.**

5. 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.

6. This Agent 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.

7. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified mail, return receipt requested, postage prepaid. Such communications must be sent to the respective party at the following address (or at such other address for a party as shall be specified in a notice given in accordance with this Section:

To the Agency: Erie County Industrial Development Agency  
95 Perry Street, Suite 403  
Buffalo, New York 14203  
Attn: Chief Executive Officer  
Email: jcappell@ecidany.com

With a copy to: Harris Beach Murtha Cullina PLLC  
726 Exchange Street, Suite 900  
Buffalo, New York 14210  
Attn: Robert G. Murray, Esq.  
Email: bmurray@harrisbeachmurtha.com

To the Company: Deckorators, Inc. & UFP Real Estate, LLC  
c/o UFP Industries, Inc.  
2801 E. Beltline Avenue NE  
Grand Rapids, Michigan 49525  
Attn: Nathan Hayes, Operational Vice President  
Email: nhayes@ufpi.com

With a copy to:                    UFP Industries, Inc.  
    2801 E. Beltline Avenue NE  
    Grand Rapids, Michigan 49525  
    Attn: Brent Scott, Esq.  
    Email: brent.scott@ufpi.com

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.

8. This Agent 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.

9. The warranties, representations, obligations and covenants of the Company under this Agent Agreement shall be absolute and unconditional and shall remain in full force and effect during the term of this Agent Agreement, shall be deemed to have been relied upon by the Agency, and shall survive the delivery and termination of this Agent Agreement to the Agency, regardless of any investigation made by the Agency. The warranties, representations, obligations and covenants of the Company under this Agent Agreement shall survive any termination or expiration of the Leaseback Agreement, as described below. The obligations of the Company to provide the indemnity and hold the Agency harmless as required by this Agent Agreement shall survive the termination of this Agent Agreement, and all such payments after such termination shall be made upon demand of the party to whom such payment is due.

10. The parties are contemplating that, after any applicable public hearing(s), if required, the Agency will negotiate and enter into a lease agreement (the "Lease Agreement") and a leaseback agreement (the "Leaseback Agreement") with the Company. The Company agrees not to take title to any real property as agent for the Agency. The Agency will provide the Company with a bill of sale (a form of which is attached hereto as Exhibit E) which sells, transfers and delivers unto the Company and its successors and assigns, all Equipment which were acquired and installed and/or are to be acquired and installed by the Company as agent for the Agency pursuant to this Agent Agreement which Equipment is located or intended to be located at 300 Commerce Drive, Lackawanna, New York 14218.

11. By executing this Agent Agreement, the Company covenants and agrees to pay all actual and reasonable fees, costs and expenses incurred by the Agency: (a) for legal services, including but not limited to those provided by the Agency's general counsel or bond/transaction counsel, (b) for consulting services, if any, in connection with the Project or any aspect of the Project including matters related to, but not limited to, consultants retained to assist the Agency in consideration of a potential Recapture Event Determination (whether or not such a Recapture Event Determination is made or can be made), and (c) for any and all costs, including reasonable attorney fees and reasonable consultant fees, with respect to enforcing this Agent Agreement. The Agency counsel fees, excluding such fees related to enforcing this Agent Agreement or those associated with Section 3 of this Agent Agreement, are based upon the Company's representations made in its application for Agency assistance and as established in accordance with the Agency

counsel fee schedule. The Company further covenants and agrees to make a non-refundable payment upon execution of this Agent Agreement in accordance with the terms of the Agency Counsel Fee Agreement. 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 Company'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 Agent and Financial Assistance Project Agreement]

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

**ERIE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

Dated: May 8, 2025

By: Mollie Profic  
Name: Mollie Profic  
Title: Chief Financial Officer

**DECKORATORS, INC.**

Dated: July 22, 2025, 2025

By: Ryan Kemp  
Name: Ryan Kemp  
Title: Executive Vice President

**UFP REAL ESTATE, LLC**

Dated: July 22, 2025, 2025

By: Brian Lenneman  
Name: Brian Lenneman  
Title: Authorized Agent

**SALES TAX DOCUMENTS**

**FOR**

**DECKORATORS, INC.**

**DECKORATORS, INC.**

**SCHEDULE A**

**LIST OF APPOINTED AGENTS<sup>1</sup>**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

---

<sup>1</sup> FOR EACH AGENT APPOINTED BY THE COMPANY, A NYS FORM ST-60 MUST BE COMPLETED AND FILED BY THE COMPANY WITH THE NYS DEPARTMENT OF TAXATION AND FINANCE IDA UNIT INDICATING THE APPOINTMENT OF SUCH AGENT OF THE COMPANY.

**DECKORATORS, INC.**

**SCHEDULE B**

**MANDATORY AGENT AND SUBAGENT CONTRACT LANGUAGE**

“This contract is being entered into by **[NAME OF COMPANY OR NAME OF SUBAGENT]** (the “Agent”), as agent for and on behalf of the **ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the “Agency”), in connection with a certain project of the Agency for the benefit of **DECKORATORS, INC.**, consisting in part of the acquisition and installation of certain machinery, equipment and building materials, all for incorporation and installation in certain premises located at 300 Commerce Drive, Lackawanna, New York 14218 (the “Premises”). The acquisition of the machinery, equipment and building materials to be incorporated and installed in the Premises and all services and rentals of equipment related to the acquisition, construction and equipping of the Project shall be exempt from all New York State and local sales and use taxes if the acquisition thereof is effected in accordance with the terms and conditions set forth in the attached sales tax exemption information letter of the Agency; and the Agent hereby represents that this contract is in compliance with the terms of the Agent and Financial Assistance Project Agreement by and between DECKORATORS, INC. and the Agency dated as of May 8, 2025. This contract is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever. By execution or acceptance of this contract, the vendor/contractor hereby acknowledges and agrees to the terms and conditions set forth in this paragraph.”

**DECKORATORS, INC.**

**SCHEDULE C**

**Agency Insurance Requirements**

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:**

Each Occurrence	\$1,000,000
Damages to Rented Premises (each occurrence)	\$100,000
Med Exp (any one person)	\$5,000
Personal & Adv Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Comp/OP Agg	\$2,000,000

Erie County Industrial Development Agency shall be named as Additional Insured per **ISO Form CG 20 26-Additional Insured Designated Person or Organization, CG 20 37-Additional Insured-Owners, Lessees or Contractors-Completed Operations** 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.

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)



**DECKORATORS, INC.**

**EXHIBIT A**

**FORM OF NYS FORM ST-60 TO BE COMPLETED BY COMPANY AND FILED WITH  
THE NYS TAX DEPARTMENT IDA UNIT FOR EACH OF ITS SUBAGENTS WITHIN  
THIRTY (30) DAYS OF APPOINTMENT**

**[Attached Next Page]**

**DECKORATORS, INC.**

**EXHIBIT B-1**

**NYS FORM ST-123  
FOR  
COMPANY**

**[Attached Next Page]**

**DECKORATORS, INC.**

**EXHIBIT B-2**

**NYS FORM ST-123  
FOR  
SUBAGENTS OF COMPANY**

**[Attached Next Page]**

**DECKORATORS, INC.**

**EXHIBIT B-3**

**INVOICE RIDER FORM**

**[Attached Next Page]**

**DECKORATORS, INC.**

**INVOICE RIDER**

(Complete and Attach to Invoice)

I, \_\_\_\_\_, the  
\_\_\_\_\_ of \_\_\_\_\_

certify that I am a duly appointed agent of the Erie County Industrial Development Agency (“Agency”) and that I am purchasing the tangible personal property or services for use in the following Agency Project and that such purchases qualify as exempt from sales and use taxes under the Agent and Financial Assistance Project Agreement, dated as of May 8, 2025, by and between the Agency and Deckorators, Inc.

Name of the Project: Decorators, Inc.

Street address of the Project Site: 300 Commerce Drive  
City of Lackawanna,  
Erie County, New York

IDA OSC project number: 1404-25-01A

**DECKORATORS, INC.**

**EXHIBIT C**

**NYS FORM ST-340 TO BE COMPLETED BY THE COMPANY AND FILED  
ANNUALLY WITH THE NYS TAX DEPARTMENT IDA UNIT NO LATER THAN  
FEBRUARY 15TH OF EACH YEAR**

**[Attached Next Page]**

**DECKORATORS, INC.**

**EXHIBIT D**

**AGENCY LOCAL LABOR UTILIZATION REPORT  
TO BE SENT TO THE AGENCY ON A QUARTERLY BASIS**

**[Attached Next Page]**

**DECKORATORS, INC.**

**EXHIBIT E**

**BILL OF SALE**

**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 “Grantor”), for the consideration of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration received by the Grantor from **DECKORATORS, INC.**, a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan, duly qualified to do business in the State of New York, with offices at c/o UFP Industries, 2801 E. Beltline Avenue NE, Grand Rapids, Michigan 49525 (the “Grantee”), the receipt of which is hereby acknowledged by the Grantor, hereby sells, transfers and delivers unto the Grantee and its successors and assigns, the Equipment [as defined in the Agent and Financial Assistance Project Agreement dated May 8, 2025 (the “Agent Agreement”), as may be amended from time to time], which were acquired and installed and/or are to be acquired and installed by the Grantee as agent for the Grantor pursuant to the Agent Agreement, which Equipment is located or intended to be located at the Grantee’s Facility located at 300 Commerce Drive, Lackawanna, New York 14218.

TO HAVE AND TO HOLD the same unto the Grantee and its successors and assigns, forever.

THE GRANTOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE EQUIPMENT OR ANY PART THEREOF OR AS TO THE SUITABILITY OF THE EQUIPMENT OR ANY PART THEREOF FOR THE GRANTEE’S PURPOSES OR NEEDS. THE GRANTEE SHALL ACCEPT TITLE TO THE EQUIPMENT “AS IS,” WITHOUT RECOURSE OF ANY NATURE AGAINST THE GRANTOR FOR ANY CONDITION NOW OR HEREAFTER EXISTING. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. IN THE EVENT OF ANY DEFECT OF DEFICIENCY OF ANY NATURE, WHETHER PATENT OR LATENT, THE GRANTOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.

IN WITNESS WHEREOF, the Grantor has caused this bill of sale to be executed in its name by the officer described below on the date indicated beneath the signature of such officer and dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ERIE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

Form Only - Do Not Sign

By: \_\_\_\_\_

Name: Elizabeth A. O’Keefe

Title: Vice President of Operations

**DECKORATORS, INC.**

**EXHIBIT F**

**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 Lackawanna.

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, 2025 \_\_\_\_\_
- Principal paid during 2025 \_\_\_\_\_
- Outstanding principal balance of such bond or note at December 31, 2025 \_\_\_\_\_

Interest rate on mortgage as of December 31, 2025 \_\_\_\_\_

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 2025

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 2025

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 2025 \_\_\_\_\_

**Job Information**

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

<b>Category</b>	<b>FTE</b>	<b>Average Hourly Wage</b>
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____

Current number of FTE employees for 2025 by category and average hourly wage.

<b>Category</b>	<b>FTE</b>	<b>Average Hourly Wage</b>
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____

Number of FTE jobs **created** during 2025 as a result of the assistance received through the IDA by category and average hourly wage.

<b>Category</b>	<b>FTE</b>	<b>Average Hourly Wage</b>
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____

Number of FTE jobs **retained** during 2025 by category and average hourly wage.

<b>Category</b>	<b>FTE</b>	<b>Average Hourly Wage</b>
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____
Total annual payroll for 2025		_____

**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 2025 \_\_\_\_\_

Number of FTE construction jobs during 2025 \_\_\_\_\_

2025 Capital Investment

Real Estate	_____
Construction	_____
Machinery and Equipment	_____
Other Taxable Expenses	_____
Other Non-Taxable Expenses	_____
<b>Total Capital Investment</b>	_____

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 avoidance of the agreement and potential claw back of benefits.

Signed:   
(Authorized Company Representative)

Date: July 22, 2025

**SALES TAX DOCUMENTS**

**FOR**

**UFP REAL ESTATE, LLC**

**UFP REAL ESTATE, LLC**

**SCHEDULE A**

**LIST OF APPOINTED AGENTS<sup>2</sup>**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

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<sup>2</sup> FOR EACH AGENT APPOINTED BY THE COMPANY, A NYS FORM ST-60 MUST BE COMPLETED AND FILED BY THE COMPANY WITH THE NYS DEPARTMENT OF TAXATION AND FINANCE IDA UNIT INDICATING THE APPOINTMENT OF SUCH AGENT OF THE COMPANY.

**UFP REAL ESTATE, LLC**

**SCHEDULE B**

**MANDATORY AGENT AND SUBAGENT CONTRACT LANGUAGE**

“This contract is being entered into by **[NAME OF COMPANY OR NAME OF SUBAGENT]** (the “Agent”), as agent for and on behalf of the **ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the “Agency”), in connection with a certain project of the Agency for the benefit of **UFP REAL ESTATE, LLC**, consisting in part of the acquisition and installation of certain machinery, equipment and building materials, all for incorporation and installation in certain premises located at 300 Commerce Drive, Lackawanna, New York 14218 (the “Premises”). The acquisition of the machinery, equipment and building materials to be incorporated and installed in the Premises and all services and rentals of equipment related to the acquisition, construction and equipping of the Project shall be exempt from all New York State and local sales and use taxes if the acquisition thereof is effected in accordance with the terms and conditions set forth in the attached sales tax exemption information letter of the Agency; and the Agent hereby represents that this contract is in compliance with the terms of the Agent and Financial Assistance Project Agreement by and between UFP REAL ESTATE, LLC and the Agency dated as of May 8, 2025. This contract is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever. By execution or acceptance of this contract, the vendor/contractor hereby acknowledges and agrees to the terms and conditions set forth in this paragraph.”

**UFP REAL ESTATE, LLC**

**SCHEDULE C**

**Agency Insurance Requirements**

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:**

Each Occurrence	\$1,000,000
Damages to Rented Premises (each occurrence)	\$100,000
Med Exp (any one person)	\$5,000
Personal & Adv Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Comp/OP Agg	\$2,000,000

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.

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.

**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.

**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.

**ii) Accepted Forms:**

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

**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/](http://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

**UFP REAL ESTATE, LLC**

**EXHIBIT A**

**FORM OF NYS FORM ST-60 TO BE COMPLETED BY COMPANY AND FILED WITH  
THE NYS TAX DEPARTMENT IDA UNIT FOR EACH OF ITS SUBAGENTS WITHIN  
THIRTY (30) DAYS OF APPOINTMENT**

**[Attached Next Page]**

**UFP REAL ESTATE, LLC**

**EXHIBIT B-1**

**NYS FORM ST-123  
FOR  
COMPANY**

**[Attached Next Page]**

**UFP REAL ESTATE, LLC**

**EXHIBIT B-2**

**NYS FORM ST-123  
FOR  
SUBAGENTS OF COMPANY**

**[Attached Next Page]**

**UFP REAL ESTATE, LLC**

**EXHIBIT B-3**

**INVOICE RIDER FORM**

**[Attached Next Page]**

**UFP REAL ESTATE, LLC**

**INVOICE RIDER**

(Complete and Attach to Invoice)

I, \_\_\_\_\_, the  
\_\_\_\_\_ of \_\_\_\_\_

certify that I am a duly appointed agent of the Erie County Industrial Development Agency (“Agency”) and that I am purchasing the tangible personal property or services for use in the following Agency Project and that such purchases qualify as exempt from sales and use taxes under the Agent and Financial Assistance Project Agreement, dated as of May 8, 2025, by and between the Agency and UFP Real Estate, LLC.

Name of the Project: UFP Real Estate, LLC Project

Street address of the Project Site: 300 Commerce Drive  
City of Lackawanna,  
Erie County, New York

IDA OSC project number: 1404-25-01B

**UFP REAL ESTATE, LLC**

**EXHIBIT C**

**NYS FORM ST-340 TO BE COMPLETED BY THE COMPANY AND FILED  
ANNUALLY WITH THE NYS TAX DEPARTMENT IDA UNIT NO LATER THAN  
FEBRUARY 15TH OF EACH YEAR**

**[Attached Next Page]**

**UFP REAL ESTATE, LLC**

**EXHIBIT D**

**AGENCY LOCAL LABOR UTILIZATION REPORT  
TO BE SENT TO THE AGENCY ON A QUARTERLY BASIS**

**[Attached Next Page]**

**UFP REAL ESTATE, LLC**

**EXHIBIT E**

**BILL OF SALE**

**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 “Grantor”), for the consideration of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration received by the Grantor from **UFP REAL ESTATE, LLC**, a limited liability company duly organized, validly existing and in good standing under the laws of the State of Michigan, duly qualified to do business in the State of New York, with offices at c/o UFP Industries, 2801 E. Beltline Avenue NE, Grand Rapids, Michigan 49525 (the “Grantee”), the receipt of which is hereby acknowledged by the Grantor, hereby sells, transfers and delivers unto the Grantee and its successors and assigns, the Equipment [as defined in the Agent and Financial Assistance Project Agreement dated May 8, 2025 (the “Agent Agreement”), as may be amended from time to time], which were acquired and installed and/or are to be acquired and installed by the Grantee as agent for the Grantor pursuant to the Agent Agreement, which Equipment is located or intended to be located at the Grantee’s Facility located at 300 Commerce Drive, Lackawanna, New York 14218.

TO HAVE AND TO HOLD the same unto the Grantee and its successors and assigns, forever.

THE GRANTOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE EQUIPMENT OR ANY PART THEREOF OR AS TO THE SUITABILITY OF THE EQUIPMENT OR ANY PART THEREOF FOR THE GRANTEE’S PURPOSES OR NEEDS. THE GRANTEE SHALL ACCEPT TITLE TO THE EQUIPMENT “AS IS,” WITHOUT RECOURSE OF ANY NATURE AGAINST THE GRANTOR FOR ANY CONDITION NOW OR HEREAFTER EXISTING. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. IN THE EVENT OF ANY DEFECT OF DEFICIENCY OF ANY NATURE, WHETHER PATENT OR LATENT, THE GRANTOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.

IN WITNESS WHEREOF, the Grantor has caused this bill of sale to be executed in its name by the officer described below on the date indicated beneath the signature of such officer and dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ERIE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

Form Only - Do Not Sign

By: \_\_\_\_\_

Name: Elizabeth A. O’Keefe

Title: Vice President of Operations

**UFP REAL ESTATE, LLC**

**EXHIBIT F**

**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 Lackawanna.

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, 2025 \_\_\_\_\_
- Principal paid during 2025 \_\_\_\_\_
- Outstanding principal balance of such bond or note at December 31, 2025 \_\_\_\_\_

Interest rate on mortgage as of December 31, 2025 \_\_\_\_\_

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 2025

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 2025

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 2025 \_\_\_\_\_

**Job Information**

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

<b>Category</b>	<b>FTE</b>	<b>Average Hourly Wage</b>
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____

Current number of FTE employees for 2025 by category and average hourly wage.

<b>Category</b>	<b>FTE</b>	<b>Average Hourly Wage</b>
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____

Number of FTE jobs **created** during 2025 as a result of the assistance received through the IDA by category and average hourly wage.

<b>Category</b>	<b>FTE</b>	<b>Average Hourly Wage</b>
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____

Number of FTE jobs **retained** during 2025 by category and average hourly wage.

<b>Category</b>	<b>FTE</b>	<b>Average Hourly Wage</b>
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____
Total annual payroll for 2025		_____

**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 2025 \_\_\_\_\_

Number of FTE construction jobs during 2025 \_\_\_\_\_

2025 Capital Investment

Real Estate	_____
Construction	_____
Machinery and Equipment	_____
Other Taxable Expenses	_____
Other Non-Taxable Expenses	_____
<b>Total Capital Investment</b>	_____



**EXHIBIT G**

**Payment in lieu of Taxes Estimated Due Dates and Payment Amounts**

**\*\* Assumes Project Completion Date is before the December 31, 2025 Tax Status Date**

Project/PILOT Tax Year	TAX FISCAL YEAR			PAYMENT FACTOR
	County	City	School	
PILOT Year 1	2027	2026-2027	2026-2027	5%
PILOT Year 2	2028	2027-2028	2027-2028	10%
PILOT Year 3	2029	2028-2029	2028-2029	15%
PILOT Year 4	2030	2029-2030	2029-2030	15%
PILOT Year 5	2031	2030-2031	2030-2031	20%
PILOT Year 6	2032	2031-2032	2031-2032	20%
PILOT Year 7	2033	2032-2033	2032-2033	25%
PILOT Year 8	2034	2033-2034	2033-2034	25%
PILOT Year 9	2035	2034-2035	2034-2035	30%
PILOT Year 10	2036	2035-2036	2035-2036	35%

PILOT Year	% Payment	County PILOT Amount	City PILOT Amount	School PILOT Amount	Total PILOT	Full Tax Payment w/o PILOT	Net Exemption
1	0.05	\$22,199	\$83,280	\$60,158	\$165,638	\$200,240	\$34,602
2	0.1	\$22,443	\$84,196	\$60,820	\$167,459	\$200,240	\$32,781
3	0.15	\$22,687	\$85,112	\$61,481	\$169,280	\$200,240	\$30,960
4	0.15	\$22,687	\$85,112	\$61,481	\$169,280	\$200,240	\$30,960
5	0.2	\$22,931	\$86,027	\$62,143	\$171,101	\$200,240	\$29,138
6	0.2	\$22,931	\$86,027	\$62,143	\$171,101	\$200,240	\$29,138
7	0.25	\$23,175	\$86,943	\$62,804	\$172,923	\$200,240	\$27,317
8	0.25	\$23,175	\$86,943	\$62,804	\$172,923	\$200,240	\$27,317
9	0.3	\$23,419	\$87,859	\$63,466	\$174,744	\$200,240	\$25,496
10	0.35	\$23,663	\$88,774	\$64,127	\$176,565	\$200,240	\$23,675
<b>TOTAL</b>		\$229,312	\$860,274	\$621,427	\$1,711,014	\$2,002,399	\$291,385

**\*\*\* Estimates provided are based on current property tax rates and assessment value (current as of date of application submission) and have been calculated by IDA staff**