

INDUCEMENT AGREEMENT AND PROJECT AGREEMENT

THIS INDUCEMENT AGREEMENT AND PROJECT AGREEMENT RELATING TO THE **WOODHAVEN VENTURES, LLC FACILITY** (the "AGREEMENT") is between the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Agency"), and **WOODHAVEN VENTURES, 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 18 Division Street, Suite 401, Saratoga Springs, New York 12866 (the "Company").

Article 1. Preliminary Statement. Among the matters of mutual inducement which have resulted in the execution of this AGREEMENT are the following:

1.01. The Agency is authorized and empowered by the provisions of Article 18-A of the General Municipal Law of the State of New York as amended, and Chapter 372 of the Laws of 1970 of the State of New York, as may be amended from time to time (collectively, the "Act") to undertake "Projects" (as defined in the Act) and to lease or sell the same upon such terms and conditions as the Agency may deem advisable.

1.02. The purposes of the Act are (i) to promote industry and develop trade by inducing manufacturing, industrial, warehousing, research, recreation and commercial enterprises to locate or remain in the State and (ii) to encourage and assist in the providing of industrial pollution control facilities and (iii) to promote the economic welfare and prosperity of the inhabitants of the State. The Act vests the Agency with all powers necessary to enable it to accomplish such purposes.

1.03. (a) The Company has submitted to the Agency an Application for Financial Assistance dated May 13, 2021, which Application may be amended from time to time prior to closing of the sale-leaseback or lease-leaseback transaction described below (the "Application") requesting that the Agency assist in the redevelopment of the former Woodhaven Park housing development, which consists of the acquisition by the Company of a 73.00± acre parcel of land located at Park Drive, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land"); construction on the Land of 250 single-family housing units (each a "Housing Unit") to be undertaken in five separate phases (each a "Development Area"), together with abatement and removal of existing foundations, construction of sidewalks and driveways, widening and reconstruction of roadways, construction of community buildings and amenities, and improvements to utility infrastructure to service the same (collectively, the "Infrastructure" and together with the Housing Units, the "Improvements"); and acquisition and installation of equipment in the Improvements (the "Equipment"), all for the purpose of filling a demand for diverse and affordable housing within the community for existing employees of the Griffiss Business and Technology Park, and to enhance talent recruitment and economic development in the region (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the construction and equipping of the Improvements is referred to as the "Project").

(b) The Company will lease the Facility to the Agency and the Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement (the "Leaseback Agreement"). The Company will sell to Bonacio Construction, Inc. (the "Contractor") portions of each Development Area when it is ready to construct, and will assign to the Contractor its interest in the Leaseback Agreement relating to that Development Area. The Contractor will construct each Development Area and sell Housing Units to individual homeowners (the "Homeowners"). At the time of each sale, the Contractor and the Agency will release the Housing Unit from the Leaseback Agreement and the Agency will enter into Unit Lease with the Homeowner.

1.04. The Company hereby represents to the Agency that the Project will not result in the removal of an industrial or manufacturing plant from one area of the State to another area of the State or an abandonment of one or more plants of the Company located in the State.

1.05. The Agency has determined that the Project, as described in the Company's Application, will promote and further the purposes of the Act.

1.06. On July 16, 2021 the Agency adopted a resolution (the "Resolution" or the "Inducement Resolution") agreeing to undertake the Project in order to assist the Company and to effectuate the purposes of the Act and, subject to the happening of all acts, conditions and things required precedent to such undertaking and the satisfactory completion of such additional acts and reviews as the Agency may deem appropriate, to undertake a sale-leaseback or lease-leaseback transaction in connection with the Project. The Project has not/did not commence(d) as of July 16, 2021.

1.07. (a) In the Resolution, the Agency contemplates that it will provide financial assistance (a) to the Company in the form of reduction of real property taxes for a period of fifteen years under a Master PILOT Agreement, exemptions from mortgage recording taxes, and exemptions from sales tax on materials and equipment acquired and installed in connection with the Project, such sales tax exemption to be granted initially for the Infrastructure and the first Development Area, with the Company notifying the Agency when it is ready to construct subsequent Development Areas and demonstrating to the Agency the continued need for Financial Assistance; and (b) to each Homeowner in the form of reduction of real property taxes for a period of up to eighteen years under a Unit Lease and Single-Family Housing PILOT Agreement, which is assignable to future Homeowners, which exemption will be available starting with the 2023 taxable status date through and including the 2040 taxable status date (collectively, the "Financial Assistance"), which Financial Assistance is a deviation from the Housing Policy, to be more particularly described in a final authorizing resolution to be adopted by the Agency prior to the closing of the transactions described herein.

(b) Based upon representations made by the Company in the Application, the value of the Financial Assistance currently authorized by the Agency is as follows:

- Sales and use tax exemption (for the entire Project) estimated at \$2,852,490 but not to exceed \$3,137,739, broken down as follows:

Infrastructure estimated at \$55,962 but not to exceed \$61,558;
Development Area 1 estimated at \$424,760 but not to exceed \$467,236
Development Area 2 estimated at \$551,040 but not to exceed \$606,144
Development Area 3 estimated at \$431,648 but not to exceed \$474,812
Development Area 4 estimated at \$769,160 but not to exceed \$846,076
Development Area 5 estimated at \$619,920 but not to exceed \$681,912

- Mortgage recording tax exemption estimated at \$39,700 but not to exceed \$43,670

- Real property tax abatement estimated at \$23,569,871, broken down as follows:

Master PILOT estimated at \$475,945
Single-family Housing PILOTs estimated at \$23,093,926

1.08. (a) The Agency is contemplating authorizing Financial Assistance for the entire Project as an inducement for the Company to undertake the Project and based on representations by the Company that, but for the Financial Assistance, the Company would not undertake the Project. The Company intends to initially undertake construction of the Infrastructure and Development Area 1.

(b) In the Resolution, the Agency appointed the Company and its agents and other designees, as its agent for the purposes of constructing the Infrastructure and Development Area 1, and such appointment includes the following activities as they relate to the Infrastructure and Development Area 1, whether or not the materials, services or supplies described below are incorporated into or become an integral part of the Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the Infrastructure and Development Area 1, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the Infrastructure and Development Area 1, and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs with respect thereto), installed or placed in, upon or under the Infrastructure and Development Area 1, including all repairs and replacements of such property. Such agency appointment includes the power to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency, and in general to do all things which may be requisite or proper for completing the Infrastructure and

Development Area 1, all with the same powers and with the same validity as the Agency could do if acting on its own behalf.

(c) At such time the Company has determined which Development Area will be undertaken next, the Company will provide written notice to the Agency, which notice will provide a summary of the Project that has been completed to date, certify the project cost and sales tax exemption required to construct the next Development Area to be undertaken, provide current market data, request the Agency authorize the sale and assignment of the Development Area to the Contractor, and request the Agency appoint the Company as its agent to undertake the next Development Area. The Agency shall appoint the Company as its agent to undertake the next Development Area, so long as the Agency has determined (i) that the Company is achieving the Project Obligation, (ii) the Company is not in default of any provisions of the Agency Documents and (iii) the value of the sales tax exemption does not exceed the estimates contained in Section 1.07(b) of this resolution.

1.09. It is understood and agreed by the parties that 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 facility to advance job opportunities, health, general prosperity and economic welfare of the people of Oneida County and to otherwise accomplish the public purpose of the Act.

1.10. (a) Attached as Exhibit A-1 to this Agreement is a copy of the PILOT Agreement between the Agency and the Company that reflects the Financial Assistance currently contemplated by the Agency in the Resolution (the "Master PILOT"). The Company acknowledges that the Agency (i) reserves all rights to amend the Master PILOT to reflect the terms of the Financial Assistance for which the Agency grants final approval as it authorizes in the final authorizing resolution and (ii) is under no obligation to enter into the Master PILOT unless all conditions described in Section 4.02 hereof are met to the satisfaction of the Agency.

(b) Attached as Exhibit A-2 to this Agreement is a copy of the standard form of Unit Lease and Single-Family PILOT Agreement between the Agency and the Homeowners that reflects the Financial Assistance currently contemplated by the Agency in the Resolution (the "Single-Family Lease and PILOT"). The Company acknowledges that the Agency (i) reserves all rights to amend the Single-Family Lease and PILOT to reflect the terms of the Financial Assistance for which the Agency grants final approval as it authorizes in the final authorizing resolution and (ii) is under no obligation to enter into the Single-Family Lease and PILOT unless all conditions described in Section 4.02 hereof are met to the satisfaction of the Agency.

Article 2. Undertakings on the Part of the Agency. Based upon the statements, representations and undertakings of the Company regarding the Facility and subject to the conditions set forth herein, the Agency hereby confirms and acknowledges:

2.01. Upon satisfactory completion of the conditions precedent set forth herein and in the Resolution and the satisfactory completion of such additional acts and reviews as the Agency may deem appropriate, the Agency will (A) adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for (i) a sale-leaseback or lease-leaseback transaction, (ii) the acquisition, construction and equipping of the Facility, (iii) the leasing of the Facility to the Company pursuant to the Leaseback Agreement, and (iv) the leasing of the Housing Units to the Homeowners pursuant to the Single-Family Lease and PILOT, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company and (B) shall enter into a sale-leaseback or lease-leaseback transaction pursuant to the terms of the Act, as then in force, for the purpose of financing certain costs of the Facility.

2.02. The Leaseback Agreement shall be for a fifteen (15) year term and shall obligate the Company to make aggregate basic payments in the amount of \$750.00 as and when the same shall become due and payable. The Leaseback Agreement shall contain all provisions required by law and such other provisions as shall be mutually acceptable to the Agency and the Company. The Lease Agreement shall be for an eighteen (18) year term to preserve the Agency's leasehold interest in the Facility for the anticipated terms of the Single-Family Housing Lease and PILOT. The Company shall be entitled to acquire from the Agency title to (or terminate the Agency's leasehold interest in) the Facility at the conclusion of the Single-Family Housing Lease and PILOT term for an aggregate amount of \$1.00, plus such additional amounts as shall be prescribed in the Leaseback Agreement.

2.03. That all services, costs and expenses of whatever nature incurred in connection with the Project and the installation, replacement, rebuilding, restoration, repair, maintenance and operation of the Facility have been and will continue to be undertaken by the Company as agent for the Agency, regardless of whether such services, costs and expenses were undertaken and/or paid in its own name or in the name of the Agency, and the Agency shall furnish to the Company an appropriate letter on Agency letterhead evidencing the authority of the Company to act as agent of the Agency.

2.04. That, in connection with any lease by the Agency to the Company that is, in turn, subleased or leased by the Company, it is the intent of all parties to the transactions that any sublease or lease is undertaken by the Company as agent for the Agency.

2.05. That, at the request of the Company, and subject to the agreement between the Agency and the Company, any future transfers of fee or leasehold interest of any portion of real property upon which the Facility is located and not owned by the Agency, are hereby authorized, such transfers to be from the Company to the Agency,

and there shall be no need for any further official action on behalf of the Agency other than the execution of the appropriate documents evidencing such transfer.

2.06. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

Article 3. Undertakings on the Part of the Company. Based upon the statements, representations and undertakings of the Agency herein and in the Resolution and subject to the conditions set forth herein and in the Resolution, the Company agrees as follows:

3.01. The Company hereby accepts the appointment made by the Agency in the Resolution to be the true and lawful agent of the Agency to (i) complete the Infrastructure and Development Area 1 and repair and maintain the Infrastructure and Development Area 1 and (ii) make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent of the Agency, and in general to do all things which may be requisite or proper for completing the Infrastructure and Development Area 1, all with the same powers and the same validity as the Agency could do if acting on its own behalf, including the authority to delegate such Agency appointment, as described in the Resolution.

3.02. In the Application, the Company provided (a) a projection of the number of Housing Units to be constructed during, and the length of time it would take to complete, each Development Area and (b) a schedule entitled, "Overall Project Budgets & Requests by Development Area," which projections the Agency used to determine the Financial Assistance the Project is entitled to receive. The Company acknowledges the Financial Assistance is conditioned upon the Company completing the Project substantially as represented in the Application so that the criteria are achieved for each Development Area and upon completion of the Project.

3.03. The Company will, to the extent deemed by it to be necessary or desirable, enter into a contract or contracts for the Project (including any necessary contracts for the acquisition of real property necessary or useful in said Facility).

3.04. Contemporaneously with the closing of the sale-leaseback or lease-leaseback transaction the Company will enter into the Leaseback Agreement with the Agency containing, among other things, the terms and conditions described in Section 2.02 hereof.

3.05. (a) The Company shall not permit to stand, and will, at its own expense, take all steps reasonably necessary to remove (or bond the same if acceptable to the Agency and its counsel), any mechanics' or other liens against the Facility for labor or materials furnished in connection with the Project. The Company shall forever defend, indemnify and hold the Agency, its members, officers, employees, and agents, and

anyone for whose acts or omissions the Agency or any of them may be liable, harmless from and against all costs, losses, expenses, claims, damages and liabilities of whatever kind or nature arising, directly or indirectly, out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the Project or arising out of any contract or other arrangement therefor (and including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing), whether such claims or liabilities arise as a result of the Company acting as agent for the Agency pursuant to this AGREEMENT or otherwise.

(b) The Company shall forever defend, indemnify and hold harmless the Agency, its members, officers, employees and agents, and anyone for whose acts or omissions the Agency or any of them may be liable, from and against all claims, causes of action, liabilities and expenses (including without limitation attorneys' fees) howsoever arising for loss or damage to property or any injury to or death of any person (including, without limitation, death of or injury to any employee of the Company or any sublessee) that may occur subsequent to the date hereof by any cause whatsoever in relation to the Facility including the failure to comply with the provisions of Article 3.05 hereof, or arising, directly or indirectly, out of the Project or the ownership, acquisition, operation, maintenance, repair or financing of the Facility, and including, without limitation, any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

(c) The defense and indemnities provided for in this Article 3 shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by law. Without limiting the generality of the foregoing, the foregoing indemnifications shall apply to and encompass any action (or alleged failure to act) of the Agency pursuant to the SEQR Act.

(d) The Company shall provide and carry workers' compensation and disability insurance as required by law and comprehensive liability insurance with such coverages (including, without limitation, owner's protective for the benefit of the Agency and contractual coverage covering the indemnities herein provided for), with such limits and with such companies as may be approved by the Agency. Attached as Exhibit C are the insurance provisions that will be contained in the Leaseback Agreement. Upon the request of the Agency, the Company shall provide certificates of insurance in form satisfactory to the Agency evidencing such insurance. If the Agency appoints the Company as its agent for the purposes of utilizing the sales tax exemption prior to execution of the Leaseback Agreement, the Company shall provide certificates evidencing such insurance as a condition prior to the agency appointment.

3.06. With the exception of the authorizations required to be adopted by the Agency for the Agency to enter into the sale-leaseback or lease-leaseback transaction, the Company agrees that, as agent for the Agency or otherwise, it will comply with all the requirements of all federal, state and local laws, rules and regulations of whatever kind and howsoever denominated applicable to the Agency and/or the Company with respect to the Facility, the Project, the operation and maintenance of the Facility and the financing thereof. Every provision required by law to be inserted herein shall be deemed to be set forth herein as if set forth in full; and upon the request of either party, this AGREEMENT shall be amended to specifically set forth any such provision or provisions. The Company certifies, under penalty of perjury, that it is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

3.07. The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3.08. If it should be determined that any State or local sales or compensatory use taxes or similar taxes however denominated are payable with respect to the acquisition, purchase or rental of machinery or equipment, materials or supplies in connection with the Project, or are in any manner otherwise payable directly or indirectly in connection with the Project, the Company shall pay the same and defend and indemnify the Agency from and against any liability, expenses and penalties arising out of, directly or indirectly, the imposition of any such taxes.

3.09. The Company shall file with the New York State Department of Taxation and Finance an annual statement of the value of all sales and use tax exemptions claimed in connection with the Facility, in compliance with Section 874(8) of the New York State General Municipal Law. The Company shall provide the Agency with a copy of such annual statement at the time of filing with the State Department of Taxation and Finance. Based upon representations made by the Company in the Application, the value of the sales tax to be abated relating to the Project is estimated at \$2,852,490 but not to exceed \$3,137,739. The Company acknowledges that the financial assistance currently authorized by the Agency is limited to \$3,137,739 and the Agency is required by law to recapture the New York State portion of sales tax of any exemptions claimed by the Company that exceeds this amount. The Agency will issue an agency appointment letter relating to the Infrastructure and Development Area 1 at the closing of the lease-leaseback or sale-leaseback transaction. The Agency will issue an agency appointment letter relating to future Development Areas upon satisfactory completion of the process described in Section 1.08(c) herein.

3.10. If the Facility is leased to another party by the Agency and subleased to the Company, then in such event, the Company guarantees all of the covenants, undertakings and indemnities of such other party as set forth in this Article 3.

3.11. (a) The Company shall provide annually 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 C contains the form of annual certification as well as additional Project assessment information that the Agency requires, on an annual basis, to be submitted to the Agency by the Company. If the Company does not provide said annual certified statement to the Agency by the stated due date, a \$500.00 late fee will be charged to the Company for each thirty (30) day period the report is late beyond the due date, up until the time the report is submitted.

(b) In addition to the annual report required in Section 3.11(a), the Agency and the Company agree to perform an annual review of the Project during the Agency's regular board meeting held in May during each year the Leaseback Agreement is in force and effect. The Company shall provide annually to the Agency, no later than April 15, a written update on the Project including but not limited to updating the information described in Section 3.02 herein, and any additional information the Agency deems necessary to perform its review.

(c) The Agency and the Company further agree to periodically, but not later than May 2026, review the Project for the purpose of determining whether modification of the Financial Assistance is necessary to ensure the Project is able to reach its stated goals. The Company shall submit to the Agency, no later than 30 days in advance of such review, updated Project information as well as information pertaining to the salability of new construction product (to the Project goal of 250 homes), including but not limited to market data, inflation, interest rates, employment availability, mortgage availability, and any additional information the Agency deems necessary to perform its review. The Agency shall have sole discretion in making such determination.

3.12. In accordance with Section 875(3) of the General Municipal Law, the policies of the Agency, and the Resolution, the Company covenants and agrees that it may be subject to recapture of any and all Financial Assistance if it is determined by the Agency that:

(a) 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

(b) 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

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

(d) the Company has knowingly made a material false or misleading statement, or knowingly 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

(e) the Company fails to meet and maintain the Project Obligation; or

(f) the Company failed to submit to the Agency its annual report or information to perform the annual review in May so that the Agency can confirm that the Project is achieving the Project Obligation and other objectives of the Project.

If the Agency determines to recapture any Financial Assistance, the Company agrees and covenants that it will (i) cooperate with the Agency in its efforts to recover or recapture any or all Financial Assistance obtained by the Company and (ii) promptly pay over any or all such amounts to the Agency that the Agency demands in connection therewith. Upon receipt of such amounts, the Agency shall then redistribute such amounts to the appropriate affected tax jurisdiction(s), unless agreed to otherwise by any tax jurisdiction(s). 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 may assess and determine the New York State and local sales and use tax due from the Company, together with any relevant penalties and interest due on such amounts.

Article 4. General Provisions.

4.01. This AGREEMENT sets forth the terms and conditions under which Financial Assistance shall be provided to the Company; no Financial Assistance shall be provided to the Company prior to the effective date of this Agreement. This AGREEMENT shall remain in effect until the Leaseback Agreement becomes effective. It is the intent of the Agency and the Company that this AGREEMENT be superseded in its entirety by the Leaseback Agreement, except for the indemnities and guarantee of indemnities contained herein, which shall survive.

4.02. It is understood and agreed by the Agency and the Company that entering into the lease-leaseback transaction and the execution of the Leaseback Agreement and related documents are subject to (i) obtaining all necessary governmental approvals, (ii) approval of the members of the Company, (iii) approval of the members of the Agency, (iv) satisfactory completion of the environmental review of the Facility by the Agency in compliance with the State Environmental Quality Review Act,

(v) agreement by the Agency and the Company upon mutually acceptable terms and conditions for the Leaseback Agreement and other documentation usual and customary to transactions of this nature, (vi) the condition that there are no changes in New York State Law which prohibit or limit the Agency from fulfilling its obligation and commitment as herein set forth to enter into the sale-leaseback or lease-leaseback transaction and (vii) payment by the Company of the Agency's transaction fee and the fees and disbursements of bond counsel or transaction counsel. The Agency's transaction fee is calculated based upon the size of the project; based upon the projections in the Company's Application, the transaction fee for the Project is estimated at \$313,536 which will be payable as follows (to be adjusted based on certification by the Company to the project costs at the commencement of each Development Area):

Lease-Leaseback Closing	\$57,755
Development Area 2	51,053
Development Area 3	56,370
Development Area 4	80,395
Development Area 5	69,963

4.03. The Company agrees that it will reimburse the Agency for all reasonable and necessary direct out-of-pocket expenses that the Agency may incur as a consequence of executing this AGREEMENT or performing its obligations hereunder. Examples of such expenses include, but are not limited to, photocopies, phone and fax charges, postage and other shipping charges incurred in connection with closing the lease-leaseback transaction or complying with any requests after closing relating to the lease-leaseback transaction.

4.04. This AGREEMENT and the Financial Assistance contemplated by the Agency hereunder shall be valid for a period of twelve (12) months from the Inducement Date. If for any reason the lease-leaseback transaction does not close on or before twelve (12) months from the Inducement Date, the Company shall submit a written request to the Agency describing the reasons for the delay and requesting this AGREEMENT be extended for a period of twelve (12) months under the same terms and conditions contained herein. If the Company has made exempt purchases during the initial term of the AGREEMENT, the Company shall pay (a) to the Agency the first year's annual rent payment of \$750.00 at the time this AGREEMENT is extended and (b) to Agency and Transaction Counsel the out-of-pocket expenses and legal fees incurred in connection with the Project as of the extension date.

4.05. If for any reason the lease-leaseback transaction does not close on or before twelve (12) months from the Inducement Date and is not extended by written agreement of the parties, the provisions of this AGREEMENT (other than the provisions of Articles 3.05, 3.06, 3.07 and 3.08 above, which shall survive) shall terminate and be of no further force or effect, and following such termination neither party shall have any rights against the other party except:

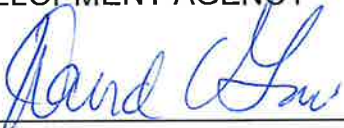
(a) The Company shall pay the Agency for all expenses which were incurred by the Agency in connection with the Project;

(b) The Company shall assume and be responsible for any contracts for construction or purchase of equipment entered into by the Agency at the request of or as agent for the Company in connection with the Project; and

(c) The Company will pay the out-of-pocket expenses of members of the Agency, counsel for the Agency and Transaction Counsel incurred in connection with the Project and will pay the reasonable fees of counsel for the Agency and Transaction Counsel for legal services relating to the Project or the proposed financing thereof.

IN WITNESS WHEREOF, the parties hereto have entered into this AGREEMENT to be effective as of May 21, 2021.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
David C. Grow
Chairman

WOODHAVEN VENTURES, LLC, by its
sole member, Woodhaven Partners, LLC

By: _____
Alfio Bonacio, Jr.
Managing Member

IN WITNESS WHEREOF, the parties hereto have entered into this AGREEMENT to be effective as of May 21, 2021.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
David C. Grow
Chairman

WOODHAVEN VENTURES, LLC, by its
sole member, Woodhaven Partners, LLC

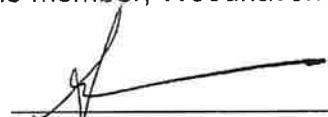
By: _____

Alfio Bonacio, Jr.
Managing Member

EXHIBIT A-1
MASTER PILOT

WOODHAVEN VENTURES, LLC

and

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Oneida County Industrial Development Agency
2021 Real Estate Lease
(Woodhaven Ventures, LLC Facility)

Oneida County, City of Rome, Rome City School District

Tax Account Nos.: TO BE PROVIDED BY COMPANY

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of _____, 2021, is by and between **WOODHAVEN VENTURES, LLC**, a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, with an address of 18 Division Street, Suite 401, Saratoga Springs, New York 12866 (the "Company") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, an industrial development agency and a public benefit corporation of the State of New York having its principal office at 584 Phoenix Drive, Rome, New York 13441 (the "Agency").

W I T N E S S E T H:

WHEREAS, the Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law, Chapter 99 of the Consolidated Laws of New York, as amended, (the "Enabling Act"), and Chapter 372 of the Laws of 1970 of the State of New York, as amended, constituting Section 901 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of, among others, industrial facilities for the purpose of promoting, attracting and developing economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, the Company desires that the Agency assist in redevelopment of the former Woodhaven Park housing development, which consists of the acquisition by the Company of a 73.00± acre parcel of land located at Park Drive, City of Rome, Oneida County, New York (the "Land"); construction on the Land of 250 single-family housing units (each a "Housing Unit") to be undertaken in five separate phases (each a "Development Area"), together with abatement and removal of existing foundations, construction of sidewalks and driveways, widening and reconstruction of roadways, construction of community buildings and amenities, and improvements to utility infrastructure to service the same (collectively, the "Infrastructure" and together with the Housing Units, the "Improvements"); and acquisition and installation of equipment in the Improvements (the "Equipment"), all for the purpose of filling a demand for diverse and affordable housing within the community for existing employees of the Griffiss Business and Technology Park, and to enhance talent recruitment and economic development in the region (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the construction and equipping of the Improvements is referred to as the "Project"); and

WHEREAS, the Company intends to finance a portion of the costs of the Project by securing a loan from Community Bank, N.A. (the "Bank") that will be secured by mortgages in the aggregate sum of \$5,304,000, with an initial mortgage for Development Area 1 in the principal amount of approximately \$1,113,000.00 to be secured by a Mortgage (the "Mortgage") from the Agency and the Company to the Bank; and

WHEREAS, the Land has been exempt from real property taxes, general property taxes, general school district taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Facility because it has been owned by the City of Rome (the "City"); and

WHEREAS, the City conveyed the Land to Rome Industrial Development Corporation ("RIDC") pursuant to a deed dated of even date herewith (the "RIDC Deed"), and RIDC in turn conveyed the Land to the Company pursuant to a deed dated of even date herewith (the "Company Deed"); and

WHEREAS, in order to induce the Company to develop the Facility, the Agency is willing to acquire a leasehold interest in the Land, Improvements and Equipment, pursuant to a Lease Agreement dated of even date herewith between the Company and the Agency and lease the Facility back to the Company pursuant to the terms and conditions contained in a Leaseback Agreement dated of even date herewith between the Agency and the Company; and

WHEREAS, the Company will convey to Bonacio Construction, Inc. (the "Contractor") each Development Area when it is ready to construct (such conveyances to be subject in all respects to the Lease Agreement and Leaseback Agreement), and will assign to the Contractor its interest in the Leaseback Agreement relating to that Development Area; and

WHEREAS, the Contractor will construct each Development Area and sell Housing Units to individual homeowners (the "Homeowners") (such conveyances to be subject in all respects to the Lease Agreement and such that there shall be no merger of the fee and leasehold estates), at which time the Contractor and the Agency will release the Housing Unit from the Leaseback Agreement and this PILOT Agreement, and the Agency will enter into a Unit Lease and Single-Family Housing PILOT Agreement (the "Single-Family Lease and PILOT") with the Homeowner, and

WHEREAS, the Agency has agreed to acquire an interest in the Facility in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Facility will continue to be exempt from real property taxes, general property taxes, general school district taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Facility or the interest therein of the Company or the occupancy thereof by the Company (the "Exempt Taxes"), because the Agency is acquiring a leasehold interest in the Facility and the Facility is used for a purpose within the meaning of the applicable Constitutional and statutory provisions, including the Enabling Act, provided, however, such exemption does not extend to special assessments or ad valorem levies; and

WHEREAS, the Company understands that it, as lessee of the Facility leased by the Agency, will, in fact, have Exempt Taxes to pay under the provisions of this Agreement in the form of PILOT Payments (defined below) from the first date of the Exemption Term (as that date is determined by the parties and described herein) commencing July 26, 2022 and lasting through the term of the Leaseback Agreement (the "Exemption Term"); and

WHEREAS, each year of the Exemption Term is more particularly set forth on Schedule B attached hereto (each year being referred to as an "Exemption Year"); and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provision for payments-in-lieu-of-taxes and such assessments by the Company to the City of Rome or any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be, wholly or partially located, Oneida County, the Rome City School District and appropriate special districts (hereinafter each a "Taxing Authority" and collectively the "Taxing Authorities") in which any part of the Facility is or is to be located; and

WHEREAS, all defined terms herein as indicated by the capitalization of the first letter thereof and not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the Leaseback Agreement.

NOW, THEREFORE, to provide for certain payments to the Taxing Authorities, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Company shall pay to each Taxing Authority:
 - (a) all taxes with respect to the Facility prior to the Exemption Term; and

(b) all special assessments and ad valorem taxes coming due and payable during the term of the Lease Agreement and the Leaseback Agreement for which the Facility is not exempt, no later than the last day during which such payments may be made without penalty.

2. (a) The Company shall pay an amount in lieu of the Exempt Taxes (the "PILOT Payments") during each Exemption Year as follows:

(i) Twenty percent (20%) of Exempt Taxes during Exemption Year 1 through and including Exemption Year 5;

(ii) Forty percent (40%) of Exempt Taxes during Exemption Year 6 through and including Exemption Year 10;

(iii) Sixty percent (60%) of Exempt Taxes during Exemption Year 11 through and including Exemption Year 15; and

(iv) One Hundred Percent (100%) of Exempt Taxes after Exemption Year 15.

(b) The execution of a Single-Family Lease and PILOT will be deemed to be a severance of that Housing Unit from the terms of this PILOT Agreement and thereafter the PILOT Payments due with respect to that Housing Unit will be governed solely by the terms of the Single-Family Lease and PILOT.

(c) Anything herein to the contrary, notwithstanding, this Agreement shall terminate on the date on which the Leaseback Agreement shall terminate and the Agency shall terminate its leasehold interest in the Facility pursuant to the Leaseback Agreement. The benefits under this Agreement are subject to the terms and conditions of a certain Project Obligation and Recapture Agreement dated as of _____, 2021.

(d) Anything herein to the contrary, notwithstanding, upon the failure of the Company in making any payment when due hereunder and upon failure to cure such default within thirty (30) days of receipt of notice as herein provided, shall constitute an Event of Default under Section 7.1(a)(vi) of the Leaseback Agreement, and the Agency may take any one or all remedial steps afforded it in Section 7.2 of the Leaseback Agreement; provided, however, nothing herein contained shall be deemed to limit any other rights and remedies the Agency may have hereunder or under any other Transaction Document.

3. The Company will make PILOT Payments to each Taxing Authority hereunder for each Exemption Year by making the required payment to such Taxing

Authority no later than the last day during which such Exempt Taxes could otherwise be made without penalty as if the Agency did not have a leasehold or other interest in the Facility. PILOT Payments that are delinquent under this Agreement shall be subject to a late penalty of five percent (5%) of the amount due which shall be paid by the Company to the affected Taxing Authority at the time the PILOT Payment is paid. For each month, or part thereof, that the PILOT Payment is delinquent beyond the first month, interest shall accrue to and be paid to the affected Taxing Authority on the total amount due plus a late payment penalty in the amount of one percent (1%) per month until the payment is made. Anything herein to the contrary, notwithstanding, upon the failure of the Company in making any payment (or causing any payment to be made) when due hereunder and upon failure to cure such default within thirty (30) days of receipt of notice as herein provided, the Agency shall have the right to terminate the Leaseback Agreement and this PILOT Agreement, and the Company shall henceforth pay one hundred (100%) percent of the Exempt Taxes, together with all costs of collection, including but not limited to attorneys' fees. Nothing herein contained shall be deemed to limit any other rights and remedies the Agency may have hereunder or under any other Transaction Document.

4. The PILOT Payments to be made by the Company pursuant to this Agreement are intended to be in lieu of all Exempt Taxes that would have to be paid on the Facility leased to the Company by the Leaseback Agreement if the Agency did not have a leasehold or other interest in the Facility.

5. If by reason of a change in the Constitution or laws of the State of New York, or an interpretation of the Constitution or the laws of the State of New York by the Court of Appeals (or such lower court from which the time to appeal has expired) of the State of New York, or for any other reason, the Company is required to pay any tax which the payments specified herein are intended to be in lieu of, the Company may deduct the aggregate of any such payments made by it from the amount herein agreed to be paid in lieu of such taxes and need only pay the difference. Furthermore, inasmuch as the PILOT Payments herein agreed to be made by the Company are intended to be in lieu of all Exempt Taxes, it is agreed that said payments shall not, as to any Exemption Year, be in an amount greater than would be payable for such year for such Exempt Taxes, in the aggregate, by a private corporation on account of its ownership of the Facility.

6. This Agreement shall be binding upon the successors and assigns of the parties.

7. It is the intent of the parties that the Company will have all the rights and remedies of a taxpayer with respect to any real property or other tax, service charge, special benefit, ad valorem levy, assessment or special assessment or service charge because of which, or in lieu of which, the Company is obligated to make a payment hereunder, as if and to the same extent as if the Agency did not have a leasehold or other

interest in the Facility. It is the further intent of the parties that the Company will have all of the rights and remedies of a taxpayer as if and to the same extent as if the Agency did not have a leasehold or other interest in the Facility with respect to any proposed assessment or change in assessment concerning the property, or any portion thereof, whether through an assessor, board of assessment review, court of law, or otherwise and likewise will be entitled to protest before and be heard by such assessor, board of assessment review, court of law or otherwise and will be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any taxes that would have been payable but for the provisions hereof. In the event, however, that a court of competent jurisdiction shall enter an order or judgment determining or declaring that, by reason of the Agency's interest in the Facility, the Company does not have the right to bring a proceeding to review such assessment under the Real Property Tax Law or any other law, then the Company shall have the right to contest such assessment in the name and as the agent of the Agency, and the Agency agrees to cooperate with the Company in all respects in any such proceeding at the sole cost and expense of the Company. Notwithstanding anything herein to the contrary, for so long as this Agreement is in effect, the Company hereby unconditionally and irrevocably waives its right, if any, to apply for and/or receive the benefit of any other real property tax exemption with respect to the Facility, including, without limitation, any real property tax exemption that may be available under Sections 485-a, 485-b and 485-e of the Real Property Tax Law.

8. All amounts payable by the Company hereunder will be paid to the respective Taxing Authority and will be payable in such lawful money of the United States of America as at the time of payment is legal tender for the payment of public and private debts, including a check payable in such money.

9. (a) If any term or provision hereof should be for any reason held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such term or provision will be deemed separate and independent and the remainder hereof will remain in full force and effect and will not be invalidated, impaired or otherwise affected by such holding or adjudication.

(b) This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

(c) All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (i) mailed by United States registered or certified mail, postage prepaid, return receipt requested or (ii) when delivered by a commercial overnight courier that guarantees

next day delivery and provides a receipt, to the Agency, the Bank or the Company, as the case may be, addressed as follows:

To the Agency: Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441-4105
Attn.: Chairman

With a Copy To: Bond, Schoeneck & King, PLLC
501 Main Street
Utica, New York 13501
Attn.: Linda E. Romano, Esq.

To the Company: Woodhaven Ventures, LLC
18 Division Street, Suite 401
Saratoga Springs, New York 12866
Attn.: Alfio Bonacio, Jr., Managing Member

With a Copy To: Coreno Law Offices
63 Putnam Street, Suite 202
Saratoga Springs, New York 12866
Attn.: Libby Coreno, Esq.

To the Bank:

With a Copy to:

provided, that the Agency, the Bank or the Company may, by notice given hereunder to the other, designate any further or different addresses to which subsequent notices, certificates or other communications to them shall be sent.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this **PILOT Agreement** as of the date first above written.

WOODHAVEN VENTURES, LLC, by its
sole member, Woodhaven Partners, LLC

By: _____
Alfio Bonacio, Jr.
Managing Member

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

On the ___ day of _____ 2021 before me, the undersigned a notary public in and for said state, personally appeared **Alfio Bonacio, Jr.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SECOND SIGNATURE PAGE TO
PILOT AGREEMENT BETWEEN WOODHAVEN VENTURES, LLC AND
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
David C. Grow
Chairman

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

On the ____ day of _____ 2021 before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

COUNTY OF ONEIDA

Receiver of Taxes
800 Park Avenue
Utica, New York 13501

CITY OF ROME

Receiver of Taxes
Rome City Hall
198 North Washington Street
Rome, New York 13440
Attn.: City Treasurer

ROME CITY SCHOOL DISTRICT

409 Bell Street
Rome, New York 13440
Attn.: David Dreidel, District Treasurer

SCHEDULE B

EXEMPTION YEARS

Exemption Year	County/City Taxes	School Taxes
Year One	01/01/2023 – 12/31/2023	07/01/2024 – 06/30/2025
Year Two	01/01/2024 – 12/31/2024	07/01/2025 – 06/30/2026
Year Three	01/01/2025 – 12/31/2025	07/01/2026 – 06/30/2027
Year Four	01/01/2026 – 12/31/2026	07/01/2027 – 06/30/2028
Year Five	01/01/2027 – 12/31/2027	07/01/2028 – 06/30/2029
Year Six	01/01/2028 – 12/31/2028	07/01/2029 – 06/30/2030
Year Seven	01/01/2029 – 12/31/2029	07/01/2030 – 06/30/2031
Year Eight	01/01/2030 – 12/31/2030	07/01/2031 – 06/30/2032
Year Nine	01/01/2031 – 12/31/2031	07/01/2032 – 06/30/2033
Year Ten	01/01/2032 – 12/31/2032	07/01/2033 – 06/30/2034
Year Eleven	01/01/2033 – 12/31/2033	07/01/2034 – 06/30/2035
Year Twelve	01/01/2034 – 12/31/2034	07/01/2035 – 06/30/2036
Year Thirteen	01/01/2035 – 12/31/2035	07/01/2036 – 06/30/2037
Year Fourteen	01/01/2036 – 12/31/2036	07/01/2037 – 06/30/2038
Year Fifteen	01/01/2037 – 12/31/2037	07/01/2038 – 06/30/2039

EXHIBIT A-2
SINGLE-FAMILY LEASE AND PILOT

UNIT LEASE AND PILOT AGREEMENT

This UNIT LEASE AND PILOT AGREEMENT (the "Agreement"), is dated as of _____ (the "Effective Date"), by and between **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Agency"), and **[NAME OF HOMEOWNER]**, individual(s) residing at _____ (together with [his/her/their] heirs and assigns, the "Owner").

Background

On the Effective Date, the Owner acquired fee title to the real property described below (referred to as the "Unit"):

Street Address:

Tax Account No.:

The Woodhaven Ventures, LLC Facility (the "Facility") (including the Unit) was placed under the jurisdiction and control of the Agency by the execution and delivery of a Lease Agreement dated as of _____, 2021 between Woodhaven Ventures, LLC (the "Company") and the Agency (the "Lease Agreement"), a memorandum of which was recorded in the office of the Oneida County Clerk on _____, 2021 at Instrument No. _____.

The Facility is also subject to a Leaseback Agreement dated as of _____, 2021 (the "Leaseback Agreement"), between the Agency and the Company (the "Leaseback Agreement"), a memorandum of which was recorded in the office of the Oneida County Clerk on _____, 2021 at Instrument No. _____.

The Leaseback Agreement provides that, upon the sale and transfer of a Unit to the Owner, the Agency and the Owner will enter into a separate Unit Lease and PILOT Agreement applicable only to such Unit, and upon the effectiveness of such Unit Lease and PILOT Agreement, the Unit shall be released from the Leaseback Agreement.

The Lease Agreement was entered into for the purpose of enabling the Agency to provide the Company and the Owner with various forms of financial assistance, including the reduction of real property taxes under Section 874 of the General Municipal Law.

Section 1. Grant of Leasehold Interest to Owner

The Agency grants to the Owner a sub-leasehold interest in the Unit for the term set forth in Section 3. During the term of this Unit Lease and PILOT Agreement, the Owner will have the exclusive right to occupancy and possession of the Unit.

Section 2. Term of Lease

The term of this Agreement begins on the Effective Date and ends on June 30, 2040 (the "Expiration Date").

Section 3. Special Assessments and other Non-Exempt Taxes

The Owner will pay to Oneida County, the City of Rome, Rome City School District and appropriate special districts in which the Unit is located (each of which is referred to in this Agreement as a "Taxing Authority") all special assessments and any other ad valorem taxes from which the Unit is not exempt by reason of the Agency's interest in the Unit that become due and payable during the term of the Unit Lease and PILOT Agreement, no later than the last day during which such payments may be made without penalty.

Section 4. PILOT Payments

(a) Agreement to Make PILOT Payments

In each year during the term of this Unit Lease, the Owner will pay to each Taxing Authority payments in lieu of taxes ("PILOT Payments") as provided in this section.

(b) Valuation of the Unit.

(i) Assessments. The value of the Unit will be determined by the City of Rome Assessor (the "Assessor"). The Assessor will determine an assessed value of the Unit based on an appraisal of the Unit in the same manner as similar properties in the general area of the Unit, equalized if necessary by using the appropriate equalization rates applied in the assessment and levy of real property taxes. The Assessor will notify the Owner of the initial determination of the value of the Unit and of any change in the assessed value of the Unit. However, the assessed value of the Unit will not be utilized in calculating the PILOT Payments to be made during the term of this Unit Lease and PILOT Agreement.

(ii) Disputes as to Assessment. If the Owner is dissatisfied with the amount of the Assessed Value of the Unit as initially established or as

changed, the Owner will have all of the rights and remedies of a taxpayer as if the Agency did not have a leasehold or other interest in the Unit and will be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any taxes that would have been payable but for the provisions hereof.

(c) Amount of PILOT Payments

The PILOT Payments to be paid by the Owner to the Receivers of Taxes annually on behalf of each Taxing Authority pursuant to the terms of this Unit Lease and PILOT Agreement will be a fixed amount, in accordance with the below schedule:

[Insert applicable rows from Table A]

Such PILOT Payments shall be billed by each Taxing Authority to the Owner in the same proportion as taxes would have been billed but for the Agency's involvement, unless the Taxing Authorities have consented in writing to a specific allocation (for the purposes of preparing a PILOT bill, each Taxing Authority shall use the tax rate for the prior Exemption Year).

(d) Statements

The Agency will give each Taxing Authority a copy of this Unit Lease and PILOT Agreement after the execution and delivery hereof, together with a request that a copy hereof be given to the appropriate officer or officers of the Taxing Authorities responsible for preparing the tax rolls for said Tax Authorities and a request that the billing officers of each Taxing Authority submit to the Owner and to the appropriate Receiver of Taxes periodic statements specifying the amount and due date or dates of the payments due each Taxing Authority hereunder, such periodic statements to be submitted to the Owner at approximately the times that tax bills are mailed by such Taxing Authorities.

(e) **Time of Payments**

The Owner will pay the amounts due hereunder to the appropriate officer or officers of the respective Taxing Authority charged with receiving payments of taxes for such Taxing Authority within the period that such Taxing Authority allows payment of taxes levied in such fiscal tax year without penalty. PILOT Payments that are delinquent under this Unit Lease and PILOT Agreement shall be subject to a late penalty of five percent (5%) of the amount due which shall be paid by the Owner to the affected Taxing Authority at the time the PILOT Payment is paid.

Section 5 Early Termination

(a) This Agreement may be terminated before the Expiration Date at the option of the Agency if there has been a default by the Owner in making PILOT payments under this Agreement, and upon failure of the Owner to cure such default within thirty (30) days of receipt of notice.

(b) The Owner may terminate this Agreement at any time prior to the Expiration Date by giving written notice to the Agency of its election to do so.

Section 6 Effect of Termination

After the Expiration Date or earlier termination under Section 5, the Owner will hold fee title to the Unit free and clear of any interest of the Agency created under this Agreement.

Any exemption from real property taxes based on the Agency's interest in the Unit will terminate on the Expiration Date or on the day of any earlier termination. After the Expiration Date or earlier termination, the Assessor may list the Unit as subject to real property taxes on the applicable tax rolls.

Section 7 Insurance

At all times throughout the term of this Agreement the Owner shall, at its sole cost and expense, maintain or cause to be maintained insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best. All policies of insurance shall name the Owner as named insured and the Agency as an additional insured.

(a) Property Insurance coverage under an HO-5 or at minimum HO-3, against loss or damage by fire, lightning and other casualties customarily insured against for the building in an all risk policy with special form perils. Such

insurance to be in an amount not less than the full replacement value of the building.

- (b) Personal Liability coverage for bodily injury or property damage to others arising from an occurrence on your premises. Coverage Limit of \$500,000 minimum.

- (c) If the Owner or residents of the property have pets on the premises or will be having recreational equipment such as swings, trampolines, etc. on the premises or pools on the premises, a Personal Umbrella Liability policy at minimum limits of \$1,000,000 is required.

Waiver of Subrogation: The Owner waives all rights against Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Personal Liability, Personal Umbrella Liability or Property Insurance maintained per requirements stated above.

Proof of Insurance: The Owner will provide annually (or upon request) to Agency a copy of the declaration page for each of the above required insurance policies. In addition, the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled, restricted or allowed to expire until at least 30 days prior written notice has been given to Agency.

Section 8 Successor Owners

The Owner may sell fee title to the Unit and assign to the purchaser the Owner's sub-leasehold interest in the Unit under this Agreement provided that the purchaser executes and delivers to the Agency an instrument by which the purchaser assumes the obligations of the Owner under this Agreement, the form of which is attached here as Exhibit B. The purchaser of the Unit will acquire title to the Unit subject to the terms of this Agreement and will be treated as the "Owner" for all purposes of this Agreement.

Section 9 Indemnity and Hold Harmless

Owner agrees that the Agency, its directors, members, officers, agents and employees shall not be liable for and Owner agree to defend, indemnify, release and hold the Agency, its directors, members, officers, agents and employees 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, directly or indirectly, any cause whatsoever pertaining to the Unit or arising by reason of or in connection with

the occupation or the use thereof or the presence of any Person or Property on, in or about the Unit or the Land or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, constructing, renovating, equipping, owning and leasing of the Unit, including without limiting the generality of the foregoing, all claims arising from the breach by the Owner of any of his/her/their covenants contained herein and all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Agency are not incurred or do not result from the gross negligence or intentional or willful wrongdoing of the Agency, or any of its directors, members, agents or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency or any of its members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability.

[signatures on following page]

IN WITNESS WHEREOF, the Owner and the Agency have signed this Unit Lease and PILOT Agreement.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
David C. Grow, Chairman

OWNER:

[Name]

[Name]

TABLE A
SCHEDULE OF PILOT PAYMENTS

Taxable Status Date	Exemption Year	1,400 SF Units	1,600 SF Units	1,280 SF Duplex-Town House
2023	1	\$ 3,603.05	\$ 4,117.77	\$ 3,294.21
2024	2	\$ 3,675.11	\$ 4,200.12	\$ 3,360.10
2025	3	\$ 3,748.61	\$ 4,284.13	\$ 3,427.30
2026	4	\$ 3,823.58	\$ 4,369.81	\$ 3,495.85
2027	5	\$ 3,900.05	\$ 4,457.20	\$ 3,565.76
2028	6	\$ 3,978.06	\$ 4,546.35	\$ 3,637.08
2029	7	\$ 4,057.62	\$ 4,637.28	\$ 3,709.82
2030	8	\$ 4,219.92	\$ 4,822.77	\$ 3,858.21
2031	9	\$ 4,695.92	\$ 5,366.77	\$ 4,293.41
2032	10	\$ 5,171.92	\$ 5,910.77	\$ 4,728.61
2033	11	\$ 5,647.92	\$ 6,454.77	\$ 5,163.81
2034	12	\$ 6,123.92	\$ 6,998.77	\$ 5,599.01
2035	13	\$ 6,599.92	\$ 7,542.77	\$ 6,034.21
2036	14	\$ 7,075.92	\$ 8,086.77	\$ 6,469.41
2037	15	\$ 7,551.92	\$ 8,630.77	\$ 6,904.61
2038	16	\$ 8,027.92	\$ 9,174.77	\$ 7,339.81
2039	17	\$ 8,503.92	\$ 9,718.77	\$ 7,775.01
2040	18	\$ 8,979.92	\$ 10,262.77	\$ 8,210.21

EXHIBIT A

FORM OF ASSIGNMENT OF UNIT LEASE AND PILOT AGREEMENT

Assumption of Unit Lease and PILOT Agreement

_____, purchaser[s] of _____
_____, [insert address of unit],
assume[s] the obligations of _____ [insert name of seller]
under the Unit Lease and PILOT Agreement dated _____ between the
Oneida County Industrial Development Agency and Seller, including the obligation to
make payments in lieu of taxes ("PILOT Payments") as provided in Section 4 of the
Unit Lease and PILOT Agreement.

Notices of assessments and statements of the amount of PILOT Payments
due should be sent to the following:

This Assumption of Unit Lease and PILOT Agreement was signed by the
purchaser(s) on _____.

[Name of purchaser]

[Name of purchaser]

EXHIBIT B

Insurance Requirements Under Leaseback Agreement

Section 3.4 Insurance Required.

At all times throughout the Lease Term, including, when indicated herein, during the Construction Period, the Company shall, at its sole cost and expense, maintain or cause to be maintained (and cause any sublessee to maintain, where appropriate) insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best. Company shall pay, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

(a) **Property Insurance:** Insurance against loss or damage by fire, lightning and other casualties customarily insured against in an all risk policy with special form perils, such insurance to be in an amount not less than the full replacement value of the completed Improvements, exclusive of footings and foundations, as determined by a recognized appraiser or insurer selected by the Company. During the Construction Period, such policy shall be written in the so-called "Builder's Risk Completed Value Non-Reporting Form" and shall contain a provision granting the insured permission to complete and/or occupy.

(b) **Workers' Compensation & Employers Liability Insurance** and **Disability Benefits Insurance** and each other form of insurance that the Company or any permitted sublessee is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company or any permitted sublessee who are located at or assigned to the Facility. Statutory New York limits shall apply to these policies. This coverage shall be in effect from and after the Completion Date or on such earlier date as any employees of the Company, any permitted sublessee, any contractor or subcontractor first occupy the Facility.

(c) **General Liability Insurance** protecting the Agency and the Company against loss or losses from liability imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 5.2 hereof) and arising from personal injury, including bodily injury or death, or damage to the property of others, caused by an accident or occurrence with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Such insurance shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage) and personal and advertising injury. **Comprehensive Automobile Liability Insurance** including all owned, non-owned and hired autos with a limit of liability of not less than \$1,000,000 (combined single limit or equivalent for personal injury, including bodily injury or death, and property damage) protecting the Agency and the Company against any loss or liability or damage for personal injury, including bodily injury or death, or property damage, and **Umbrella Liability Insurance** of not less than \$10,000,000 per occurrence during the Construction Period and not less than \$5,000,000 per occurrence after the Completion Date.

(d) During the Construction Period (and for at least two years thereafter in the case of Products and Completed Operations as set forth below), the Company shall cause the general contractor to carry liability insurance of the type and providing the minimum limits set forth below:

(i) Workers' compensation & employer's liability and disability benefits insurance both with statutory limits in accordance with applicable law.

(ii) Comprehensive general liability providing coverage for:
Premises and Operations
Products and Completed Operations
Contractual Liability
Personal Injury Liability
Broad Form Property Damage
(including completed operations)
Explosion Hazard
Collapse Hazard
Underground Property Damage Hazard

Such insurance shall have a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The annual aggregate shall apply per Development Area. The contractor's general liability policy shall include coverage for the contractor and any of the additional insureds for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.

The Contractor's General Liability policy shall not contain any "Labor Law" exclusions or any similar exclusions which exclude bodily injury to an employee of the insured or an employee of a contractor hired by the insured if it occurs in the course of employment.

The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.

(iii) Comprehensive auto liability, including all owned, non-owned and hired autos, with a limit of liability of not less than \$1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage).

(iv) Umbrella Liability with limits of \$10,000,000 per occurrence and \$10,000,000 annual aggregate.

(e) A policy or policies of flood insurance in the maximum amount of flood insurance available with respect to the Facility under the Flood Disaster Protection Act of 1973, as amended, whichever is less. This requirement will be waived upon presentation of evidence satisfactory to the Agency that no portion of the Land is located within an area identified by the U.S. Department of Housing and Urban Development as having special flood hazards.

Section 3.5 Additional Provisions Respecting Insurance.

(a) All insurance required by Section 3.4 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the entity required to procure the same and authorized to write such insurance in the State. 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 procuring entity is engaged. All policies evidencing the insurance required by Section 3.4 hereof shall provide for at least thirty (30) day's prior written notice of the restriction, cancellation or modification thereof to the Agency. The policies evidencing the insurance required by Section 3.4(c) hereof shall name the Agency as additional insured on a primary & non-contributory basis. All policies evidencing the insurance required by Sections 3.4(d)(ii) (iii) and (iv) shall name the Agency and Company as additional insured on a primary and non-contributory basis for the ongoing construction phase and for two years following completion during the completed operations phase. The policies under Section 3.4 (a) shall contain appropriate waivers of subrogation. The policies under Section 3.4 (b),(c),(d) shall contain waivers of subrogation in favor of the Agency and Company.

(b) All policies or certificates (or binders) of insurance required by Sections 3.4 hereof shall be submitted to the Agency on or before the Closing Date. Attached to the certificate of insurance shall be a copy of the additional insured endorsement from the Company's General Liability policy. The Company shall deliver to the Agency before the renewal date of each policy a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance of the types and in the amounts required by Section 3.4 hereof and complying with the additional requirements of Section 3.5(a) hereof. Prior to the expiration of each such policy, the Company shall furnish the Agency with evidence that such policy has been renewed or replaced or is no longer required by this Leaseback Agreement. The Company shall provide such further information with respect to the insurance coverage required by this Leaseback Agreement as the Agency may from time to time reasonably require.

Agency shall be named as additional insured as follows:

Oneida County Industrial Development Agency, ISAOA
584 Phoenix Drive
Rome, New York 13441

(c) The Company acknowledges that, as a condition of the Agency entering into each Single-Family Lease and PILOT, the Agency will require each Homeowner, at its sole cost and expense, to maintain insurance in the forms and limits as described in the Single-Family Lease and PILOT. The Company shall disclose to each Homeowner prior to the purchase and sale of each Unit the Agency's insurance requirements :

Insurance Requirements for Homeowners:

At all times throughout the term of this Agreement the Homeowner shall, at its sole cost and expense, maintain or cause to be maintained (and cause the Tenants to maintain, where appropriate) insurance of the following types of coverage and limits of liability with an insurance

carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.

Homeowners Insurance:

- (a) Property Insurance coverage under an HO-5 or at minimum HO-3, against loss or damage by fire, lightning and other casualties customarily insured against for the building in an all risk policy with special form perils. Such insurance to be in an amount not less than the full replacement value of the building.
- (b) Personal Liability coverage for bodily injury or property damage to others arising from an occurrence on your premises. Coverage Limit of \$500,000 minimum.

Personal Umbrella Liability:

- (c) If the Homeowner or residents of the property have pets on the premises or will be having recreational equipment such as swings, trampolines, etc. on the premises or pools on the premises, a Personal Umbrella Liability policy at minimum limits of \$1,000,000 is required.

Waiver of Subrogation:

The Homeowner waives all rights against OCIDA and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Personal Liability, Personal Umbrella Liability or Property Insurance maintained per requirements stated above.

Proof of Insurance:

The Homeowner will provide annually to OCIDA a copy of the declaration page for each of the above required insurance policies. In addition, the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled, restricted or allowed to expire until at least 30 days prior written notice has been given to OCIDA.

EXHIBIT C
FORM OF ANNUAL REPORT TO AGENCY

20XX Schedule of Supplemental Information (Bonds/Notes or Straight Lease)

Project Address: **XXXXXXXXXX**

Total Project Amount: \$XXXXXX Approval Date: XXXXXXXX Date IDA took leasehold interest: XXXXXXXX
 Benefitted Project Amount: \$XXXXXXXXXX Bond Amount: XXXXXXXX Year Financial Assist: Planned to end: XXXXXX Non-profit? X

Was your project completed in 20XX?
 YES NO

If YES, what was the final project cost total?
 \$ _____

 **Please check box if applicable:**
 Not all data is reported. Letter of explanation attached.

20XX Exemptions – Amounts that would have been payable, AS FULL TAXES, without IDA Assistance

Sales Tax (ST)		Real Property Taxes (RPT)		Mortgage Recording Tax (MR)	Total Tax Exemptions (Sum of ST, RPT and MRT)
State:	\$	County:	\$	\$	\$
Local:	\$	Local (sum of city/town/village):	\$		
		School:	\$		

Please attach copies of all PILOT Bills

20XX Payments in Lieu of Taxes (PILOTS) PAID. DO NOT INCLUDE SPECIAL DISTRICT ASSESSMENT PAYMENTS (ie: sewer, water, lighting, etc. districts)

County PILOT	Local PILOT (sum of city/town/village)	School District PILOT	Total PILOTS Paid
\$	\$	\$	\$

Straight Lease: Identify method of financial assistance utilized by project, other than tax exemptions claimed by project. Identify by amount and type:

FORM CONTINUED ON NEXT PAGE

Full-Time Equivalent (FTE) Jobs Created and Retained - As of December 31, 20XX (see instructions for more information)

# FTE Employees at Project Location Prior to IDA Status	Original Estimate of Jobs to be Created	Original Estimate of Jobs to be Retained	# Current FTE Employees	# FTE Jobs Created During Fiscal Year	# FTE Jobs Retained During Fiscal Year	# FTE Construction Jobs Created during Fiscal Year
X	X	X				

FOR PROJECTS CLOSED WITH THE AGENCY AFTER JULY 2016 ONLY.

If the salary and benefit information for categories of jobs retained and jobs created that was provided in the original project application is still accurate, please check this box: If the information is no longer accurate complete chart below.

Salary and Fringe Benefits for Jobs to be Retained and Created

Category of Jobs to be Retained and Created	# CURRENT FTE Per Category	Average Annual Salary or Range of Salary	Average Annual Fringe Benefits or Range of Fringe Benefits
Management			
Administrative			
Production			
Independent Contractor			
Other			

Contact Information (if different from page 1)

NAME: _____
 Address: _____
 Telephone: _____
 Fax: _____
 Email: _____
 *Person Completing Form: _____
 Required*

I certify that to the best of my knowledge and belief all of the information on Pages 1 through 4 of this Annual Report 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)

Print Name: _____

Date: _____

Questions for Bond Projects ONLY

Bonds and Notes Related to Project*

(*If you do not have a Bond, please skip this section)

Type of Debt:	Bond(s) <input checked="" type="checkbox"/> Note(s) <input type="checkbox"/>	Bond(s) <input checked="" type="checkbox"/> Note(s) <input type="checkbox"/>	Bond(s) <input checked="" type="checkbox"/> Note(s) <input type="checkbox"/>	Bond(s) <input checked="" type="checkbox"/> Note(s) <input type="checkbox"/>	Total
Date of Bond Issue:					
Interest Rate:					
<ul style="list-style-type: none"> At issuance If variable, applicable range 					
Outstanding Bond Balance at January 1, 20XX:					
Amount of any Bond Issued in 20XX					
Paid on Bond During Fiscal Year:					
Outstanding Bond Balance at December 31, 20XX:					
Final Bond Maturity Date:					Final maturity date of last outstanding bond:

Questions for Housing Projects ONLY - (Please provide additional information if needed to provide adequate detail)

(1) Describe the housing project constructed or renovated in detail (type of housing, number of units, etc.):

If construction or renovation is incomplete, when is the issuance of a Certificate of Occupancy anticipated? _____
If complete, please attach copy of Certificate of Occupancy.

(2) Describe how you changed the pre-Project use of the facility or property being utilized, for the Project.

(3) Did the project have any impact on the existing infrastructure or upgrades to the current infrastructure (water, sewer, electrical, gas, etc.)? If yes please provide detail and who you are working with at the applicable organization(s).

(4) If your project is a multi-use facility please provide details of the project, project square footage breakdown of non-housing to housing usage: detail the job creation and retention associated with the non-housing component.

(5) Does the project provide a community benefit? If yes, provide detail substantiating the community benefit (reference the IDA policy). _____

Instructions for 20XX OCIDA Annual Report

This mailing contains the following:

- Schedule of Supplemental Information (Pages 1 & 2)
- Bonds and Notes Related to Project (Page 3)- If applicable
- Housing Projects (Page 4) – If applicable

Schedule of Supplemental Information (Pages 1 & 2)

Page 1: In the first box, answer whether or not your project was completed in 2019. If it was completed before 20XX, you do not need to answer this question.

Tax Exemptions Section

- State and Local Sales Tax Column – ENTER STATE AND LOCAL SALES TAX THAT WOULD HAVE BEEN PAYABLE DURING 2019 IF THERE WAS NO IDA TAX EXEMPTION. Only report sales tax dollars exempted during 20XX. Local and NYS sales tax exempted must be broken out separately. Please provide copy of NYS ST-340 submitted to NYS for 20XX.
- Real Property Tax Column – ENTER REAL PROPERTY TAX PAYMENTS THAT WOULD HAVE BEEN PAYABLE DURING 2019 IF THERE WAS NO IDA PILOT. Do not include Special District Assessment Tax Bill information, as special district taxes are not exempt through the OCIDA PILOT. (ie: sewer, water, lighting districts, etc.)
- Mortgage Recording Tax Column – ENTER MORTGAGE RECORDING TAX THAT WOULD HAVE BEEN PAYABLE DURING 2019 IF THERE WAS NO IDA TAX EXEMPTION.
- Total Exemptions – Add up all of the numbers in the three previous columns (sales tax, real property tax, mortgage recording) and enter the sum.

Actual Payments in Lieu of Taxes (PILOT) PAID Section

- ENTER THE ACTUAL PILOT PAYMENTS PAID TO THE TAXING JURISDICTIONS. Do not include Special District Assessment Tax payments (sewer and water, lighting districts, etc.) in your paid amounts. DO PROVIDE US WITH COPIES OF THE ACTUAL INVOICES YOU PAID FROM.
- TOTAL PILOTS PAID Column – Add the three previous columns together and enter sum here for your total PILOT payments made during 20XX.

Example:

If full County of Oneda taxes WITHOUT a PILOT would have equaled \$1,000. You would enter \$1,000 in the Real Property Tax column in the Exemptions Section. However, because you have a PILOT, you might only pay 1/3 of your taxes due (\$333). Thus, you would enter \$333 in the County column in the Payments in Lieu of Taxes (PILOTS).

Continued on next page

Page 2: # Current Full-Time Equivalent (FTE) Employees"/"# FTE Jobs Created/# FTE Jobs Retained AS OF THE PERIOD ENDING DECEMBER 31, 20XX.

"FTE" shall mean a full time employee that has a minimum of thirty-five (35) scheduled hours per week, or any combination of two or more part-time employees that work a minimum of fifteen (15) scheduled hours per week, when combined together, constitute the equivalent of a minimum of thirty-five (35) scheduled hours per week, and whose workplace location is the project facility. For this purpose an employee shall include a leased employee regularly retained by the Company

If any **Construction Jobs** were created during 20XX as a result of your project, include in the # FTE Construction Jobs Created column.

For Projects that Closed with the IDA After July 2016 - Salary & Fringe Benefits Section:

Read the sentence in bold print beneath the Job Reporting chart and determine whether or not you are able to check the box. Fill out chart if you cannot check the box.

Page 3: For Bond Projects Only: Complete *Bonds and Notes Related to Project* for each bond. If your company has multiple bonds, use as many copies of Page 3 as you need, however report all job numbers on Page 1.

- Multiple bonds may be reported on one sheet, or several sheets may be used. However, please report all job numbers on only one *Schedule of Supplemental Information*(Page 1)
- Date of Issue – date bond was issued for your project
- Interest Rate – self explanatory
- Outstanding Beginning of Fiscal Year – Bond balance as of January 1, 20XX
- Bonds Issued During Fiscal Year – if this is your first reporting year for the bond enter the new bond amount here. If additional IDA bonds were added by your company in 2019 enter the new issues here.
- Amount Paid on Bonds During Fiscal Year –self explanatory
- Outstanding Bond Balance at December 31, 20XX
- Final Maturity Date – this should be filled in for you, if not please enter date your bond matures. If it was paid off in 20XX enter that date and indicate such.

Page 4: For Housing Projects Only – Instructions contained therein.

REPORT CERTIFICATION – Bottom of Page 2

Review and update the Contact Information questions at the bottom of Page 2, then sign to certify the information provided.

If you have any questions, please do not hesitate to call Mark Kaucher, Jennifer Waters or Shawna Papale at 315-338-0393 or e-mail us at:

mkaucher@mvedge.org jwaters@mvedge.org spapale@mvedge.org

Thank you!